AI-10318 **6.A.**

Travel and Meal/Food Policy
CC REGULAR

Date: 07/28/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

1. Discussion, consideration and possible action regarding proposed revisions to the Travel Policy Guidelines and procedures.

2. Discussion, consideration and possible action regarding proposed Meal/Food Policy.

BACKGROUND

Fiscal Impact

Attachments

Link: food/meal policy
Link: form
Link: travel policy

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/25/2008 08:27 AM	APRV
2	Veronica Lopez	Veronica Lopez	07/25/2008 09:32 AM	APRV
3	Auditor's Office		07/25/2008 09:32 AM	NEW
Form Started By: Angela Garcia			Started On: 07/25/2008 08:25 AM	
Final Approval Date: 07/25/2008				

NON-TRAVEL MEALS, REFRESHMENTS, AND RELATED EXPENSES

REFERENCE

County Auditor's Form M-1, "*Non-Travel Meals, Refreshments, and Related Expenses Claim*"

AUTHORITY

Local Government Code § 112.002, *"Accounting System in County With Auditor and Population of 190,000 or More"*

Government Code § 611.001, "*Lodging and Meal Expenses*"

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Generally, meals provided to employees are considered taxable wages that must be reported on Form W-2, subject to Federal income tax withholding, social security, and Medicare unless specifically excluded by a section of the Internal Revenue Code (IRC). *IRC § 61, § 3121, § 3401*

Federal Tax Regulations § 31.3121(a)-1(h) and § 31-3121(a)-3 provide that amounts paid specifically—either as advances or reimbursements—for traveling or other bona fide ordinary and necessary expenses incurred or reasonably expected to be incurred in the business of the employer are not wages and are not subject to withholding if paid under an accountable plan.

A plan under which an employee is reimbursed for expenses – or receives an allowance to cover those expenses – is an accountable plan only if three conditions are satisfied: (1) there must be a business connection for the expenses; (2) the employee must either substantiate or be deemed to have substantiated the expenses; and (3) the employee must return to the employer amounts in excess of the substantiated expense. *IRC § 62(c); Reg. § 1.62-2(c); Reg. § 1.274-5T*

PURPOSE

The Hidalgo County Commissioners Court on _____ approved the policy set forth below. The policy expands on the current authorization for expenditures of food for:

- Jurors (Code of Criminal Procedure Art. 104.001),
- Prisoners (Code of Criminal Procedure Art. 104.002),
- Adult Probation (Government Code § 509.011),
- Juvenile Probation (Human Resources Code § 141.082, § 141.084, § 152.0012, and § 152.1141), and
- AgriLife Extension (Agriculture Code § 43.033).

The policy provides guidelines to departments concerning when non-travel meals, refreshments, and related expenses may be paid for with County funds. The procedures set forth below are prescribed by the Hidalgo County Auditor and are to be followed regarding the payment or reimbursement of non-travel meals, refreshments, and related expenses.

SCOPE

The policy, procedures, and guidelines apply to all Hidalgo County officials, department heads, and employees. Applicability of this policy is limited to non-travel meals and refreshments. This policy does not apply to payment or reimbursement of meals while the employee or individual is on travel status. Refer to the Travel Policy for situations in which the employee or individual is on travel status.

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DEFINITIONS

"County Sponsored Events" means meetings, seminars, conferences, training sessions, and similar functions to conduct official County business.

"Meals" means food and non-alcoholic beverages provided at breakfast, lunch, or dinner.

"Necessary Expense" means an expense that is appropriate for the conduct of County business.

"Ordinary Expense" means an expense that is common and accepted in County business.

"Refreshments" means non-alcoholic beverages and food items (i.e., fruit, pastries, chips, cookies, cake, candy, etc.) commonly served between meals, but not intended to substitute for meals.

"Related Expenses" means expenses for essential serving products such as paper plates, cups, and plastic utensils related to allowable non-travel meals and refreshments.

POLICIES AND GUIDELINES

Based upon sufficient appropriations in the department's budget and approval by the official or department head, the County of Hidalgo, Texas will allow for the payment or reimbursement of non-travel meals, refreshments, and related costs incurred for the following purposes:

A. Permitted Expenditures

1. County sponsored events for the purpose of conducting substantial and bona fide official County business where attendees include at least one County employee and one or more non-County employees.

    a. Expenditures may be incurred only for those attendees whose presence is necessary for the purpose of the event.

    b. The duration of the events must be two or more consecutive hours.

    c. If the County sponsored event occurs during a recognized meal period (i.e., breakfast 7:00 am to 8:00 am; lunch 12 noon to 1 pm; dinner 6:00 pm to

7:00 pm) in order to accommodate scheduling requirements, meals may be provided. Otherwise, only refreshments will be permitted.

d. Examples include, but are not limited to:
   i. Commissioners Court meetings
   ii. Commission/board/committee meetings.
   iii. Business meetings relating to promotion of economic development, building community cooperation, or information gathering.
   iv. Formal training sessions held for the purpose of instruction or dissemination of information to general public.

2. Meal, refreshments, and related costs specifically authorized in a Federal, state or local government contract or grant, and only to the extent and for the purposes authorized.

3. Beverages for the purpose of providing hydration (sports drinks containing electrolytes) for employees performing job tasks outdoors where they are exposed to hot or humid weather conditions. This includes employees performing road work.

To conform to IRS regulations governing business expenses, the County will not reimburse costs to a County employee for non-travel meals, refreshments, and related costs when the reimbursement results in taxable income to the employee.

B. Guidelines for Permitted Expenditures

The following guidelines should be followed when making permitted expenditures for non-travel meals, refreshments, and related costs:

1. Budget: The sponsoring department must have sufficient appropriations in their budget (object code 630 *Food*) for such events.

2. Reasonable Costs (including taxes and gratuity): Meals may not exceed $10 per person or $250 per event. Refreshments may not exceed $3 per person or $125 per event. The cost of related expenses may not exceed $25.

3. Documentation Requirements: The following supporting documentation will be required for the County Auditor to process payment for non-travel meals, refreshments, and related expenses except when purchasing beverages pursuant to Section A.3. For this purpose, only a purchase order and an original itemized invoice or receipt will be required:

   a. Purchase order. The purchase order should include the event date, time, duration, and place; estimated number of attendees and affiliation; purpose of the event; and whether meals or refreshments will be provided.
   b. Original itemized invoice or receipt.
   c. Completed County Auditor's Form M-1, "*Non-Travel Meals, Refreshments, and Related Expenses Claim*" that documents the date, time, place, amount, and business purpose of the event.
   d. Written agenda.

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e. Sign-in sheet. The sign-in sheet must include the attendees' first and last names, title, and affiliation with the County. If it is not possible to provide a sign-in sheet, the reason for not providing the sign-in sheet must be documented and an estimated number of attendees must be provided.

4. The County Auditor will not pay or reimburse meal expenses that lack documentation or a clear business purpose.

C. Prohibited Expenditures

Expenditures of county funds for the following are specifically prohibited:

- Alcoholic beverages,
- Supplies for coffee breaks, office refreshments, etc.
- Regularly scheduled staff meetings
- Social events such as celebrating holidays or birthdays
- Employee recognition, volunteer recognition, or thank-you events
- The cost of meals or refreshments covered by a registration fee
- Charitable or political functions

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PROCEDURES

A. County Department

1. Ensure that expenditures for non-travel meals, refreshments, and related costs comply with County policy and fund source restrictions.
2. Process a requisition in accordance with county purchasing policies and procedures. A requisition(s) should be issued for each event. The requisition should include the required information (Refer to Documentation Requirements for purchase orders under Guidelines for Permitted Expenditures).
3. Submit completed and signed County Auditor's Form M-1, "*Non-Travel Meals, Refreshments, and Related Expenses Claim*" to the County Auditor's Office - Accounts Payable Section, if required.
4. Ensure that the "*Non-Travel Meals, Refreshments, and Related Expenses Claim*" is accompanied by the following documentation:
    a. Purchase order.
    b. An original itemized invoice or receipt.
    c. A written agenda.
    d. A sign-in sheet. The sign-in sheet must include the attendees' first and last names, affiliation with the County, and position. If it is not possible to provide a list of attendees, for instance in case of employee health fairs, the reason for not providing the list of attendees must be documented and an estimated number of attendees must be provided.

B. Purchasing Department

1. Review requisition submitted by county departments for compliance with this County policy as well as County purchasing policies and procedures.
    a. If requisition complies with County policy, issue purchase order.

b. If requisition does not comply with County policy, deny the requisition and notify department of deficiencies.

C. County Auditor's Office - Accounts Payable Section

1. Review original itemized invoice or receipt and supporting documentation to determine compliance with County policy.
   a. If documentation complies with County policy, process payment in accordance with internal procedures.
   b. If documentation does not comply with County policy, return the documentation to the requesting department with an explanation for the denial to process payment.

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HIDALGO COUNTY, TEXAS

NON-TRAVEL MEALS, REFRESHMENTS, AND RELATED EXPENSE CLAIM

DEPARTMENT INFORMATION

Department:

Department Contact Name:

Contact Phone Number:

EVENT INFORMATION

Date: Start Time: End Time:

Duration: 0:00 Location:

Purpose of Event:

Meeting Training Other:

(Please explain.)

Attendees: *(Please attach sign-in sheet)*

County Employees + Non-County Employees = Total 0

Meals: *(Meals may not exceed $10.00 per person including taxes and gratuity or $250.00 per event.)*

Breakfast + Lunch + Dinner = Total 0

Refreshments: *(Refreshments may not exceed $3.00 per person or $125.00 per event.)*

Related Expenses: *(Related expenses may not exceed $25.00 per event.)*

	ACTUAL	ALLOWABLE
Meals Expense:	$ -	$ -
Refreshments Expense:	$ -	$ -
Related Expenses:	$ -	$ -
Total Event Expenses:	$ -	$ -

(Please attach original receipts.)

FUNDING

Purchase Order Number: Account Number:

APPROVAL

I, the undersigned, certify to the best of my knowledge, that the expenditures incurred were for official County business, have been expressly authorized by the Purchasing Department, and are in compliance with the Policy on Non-Travel Meals, Refreshments, and Related Expenses.

Name of Approving County Official/Department Head
(Please Print)

Signature of Approving County Official/Department Head

Date

DRAFT FOR DISCUSSION PURPOSES ONLY

TRAVEL POLICIES, GUIDELINES, AND PROCEDURES

REFERENCE

County Auditor's Form T-1 "Application for Out-of-State Official Travel"
County Auditor's Form T-2 "Seminar, Hotel, Car Rental, & Airfare Check Request"
County Auditor's Form T-3 "In-County Travel Automobile Expense Claim"
County Auditor's Form T-4 "Final Travel Expense Claim."
County Auditor's Form T-5 "Out of County – Travel Advance Request"

AUTHORITY

Local Government Code § 152.011 "Amount set by Commissioners Court"
Local Government Code § 152.035 "Reimbursement for Mileage Expenses" (County Auditor)
Local Government Code § 152.901 "Travel expenses for Certain County Agents and Board Members"
Local Government Code § 152.907 "Continuing Education Expenses for County and Precinct Officers"
Government Code § 611.001 "Lodging and Meal Expenses"
Government Code § 611.002 "Common Carrier Fares"
Penal Code § 39.02 "Abuse of Official Capacity"

Internal Revenue Service Publication 1542 "Per Diem Rates"
Internal Revenue Service Publication 15 "Employer's Tax Guide" (Circular E).
Income Tax Regulations § 1.62-2 "Reimbursements and other expense allowance arrangements"

BACKGROUND

Local Government Code § 152.011 authorizes the Commissioners' Court to set the amount of the travel expenses and other allowances for County and precinct officers and employees who are paid wholly from County funds.

Commissioners' Court approved the original policies, guidelines and procedures on June 1, 1996. On _____ 2008, the Hidalgo County Commissioners' Court revised the travel policies, guidelines, and procedures that were previously amended on April 4, 2006. These travel policies, guidelines, and procedures supersede those found in the Hidalgo County Personnel Policy Manual ("Brown Book") and the Hidalgo County Civil Service Commission Rules ("Blue Book"). The travel policies, procedures, and guidelines set forth below are applicable to Hidalgo County Officials (Elected Officials, Appointed Officials, and Department Heads) and employees.

Hidalgo County has adopted an "Accountable Plan" for the reimbursement of business travel expenses. Pursuant to Federal Tax Regulation § 1.62-2, reimbursements for travel under an "Accountable Plan" must meet three requirements as follows:

1. There must be a business connection and the expense must be reasonable;
2. There must be a reasonable accounting of the expenses (amounts paid up to the allowable federal per diem rates are deemed substantiated); and
3. All excess reimbursements must be repaid in a reasonable time.

Federal Tax Regulation § 1.62-2(k) provides that, in addition to these three tests, the plan cannot exhibit a "pattern of abuse." If a payer's reimbursement or other expense allowance arrangement evidences a pattern of abuse of the rules of section 62(c) and this section, all payments made under the arrangement will be treated as made under a nonaccountable plan.

Pursuant to Federal Tax Regulation § 1.62-2(c)(5), payments or reimbursements under a nonaccountable plan are included in the employee's gross income, must be reported as wages or compensation on the employees Form W-2, and are subject to withholding and payment of employment taxes (social security, Medicare, unemployment).

POLICIES AND GUIDELINES

1. Travel expenses shall be allowed only for County Officials and employees while on official business. The purpose of the trip must be for the County's benefit and/or be related to the department's primary business activities as follows:

    a. To obtain statutorily required continuing professional education;
    b. To obtain continuing education related to an employee's work or maintenance of a license or certification;
    c. 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;
    d. To participate in professional organizations related to the employee or official's job assignment;
    e. To conduct essential research and information-gathering for improvement of County operations or compliance with the law;
    f. To monitor the development of state or federal legislation or implementation of legislation that might affect the County;
    g. To participate in forums, coalitions, and discussions relating to the policy, legislative and regulatory interests of the County;
    h. To pursue the County's interests in litigation or criminal justice;
    i. To promote the economic development interests of the County; or
    j. To carry out other purposes determined by Commissioners' Court to be in the interest of the County.

2. Sufficient funds must be available in the adopted budget before expenditure is made.

3. Travel expenses must be reasonable and necessary. Any inappropriate or excessive costs will be at the expense of the traveler.

4. Preference should be given to local and in-state training, unless training is not available locally or in-state.

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5. AUTHORIZATION FOR OUT-OF-STATE TRAVEL

   a. Out-of-state travel shall be kept to a minimum.

   b. The Department of Budget and Management (DBM) must approve all out-of-state travel before any reservations and/or travel are made (except for mandatory travel such as transportation of detainees and investigations). **Form T-1 "Application for Out-Of-State Official Travel"** must be submitted to the DBM in order to justify the need to travel out-of-state.

   c. The County is not obligated to pay for travel if prior approval from the Department of Budget and Management is not obtained.

6. METHOD OF PAYMENT FOR TRAVEL EXPENSES

   a. Direct Payment - The County Auditor's Office may pay registration fees, hotel, and airline reservations directly to vendors. The request for payment must be received with sufficient time for the check to be processed by the County Auditor's Office - Accounts Payable Section (at least two weeks prior to the date the check will be needed).

   b. Department's Travel Card - If request for payment is not received within the time specified above, the Purchasing Department should be contacted in order to request that payment be made through the Department's travel card (see Travel Card procedures).

   c. Traveler's Personal Credit Cards and/or Cash - Travel expenses incurred by employees and officials while conducting County business may be paid through personal credit cards and/or cash. The employee or official will be reimbursed by the County for reasonable and allowable expenses in accordance with this Policy upon completion of the travel and submittal of a properly filled **Form T-4 "Final Travel Expense Claim"**. The County will not reimburse interest, over the limit, and late charges, incurred in a personal credit card by the traveler.

   d. Travel Advance - The employee or official may also receive a travel advance subject to certain restrictions (see Section 16).

7. COORDINATION OF TRAVEL

   a. "Coordination of travel" in this Section means County employees traveling together in a personally owned vehicle, County vehicle, or leased motor vehicle.

b. Coordination of travel is required when two, three, or four County employees employed by the same County department travel on the same dates with the same itinerary to conduct the same official County business. If more than four County employees employed by the same County department travel on the same dates with the same itinerary to conduct the same official County business, then coordination of travel is required for each group of four employees and for any fraction in excess of a multiple of four employees.

c. When coordination of travel is required, reimbursement will only be made to the driver of the personally owned vehicle (mileage) or leased motor vehicle (fuel charges). Mileage incurred by a County employee to meet at a location or to pick up other County employees may be reimbursed. This mileage must be reasonable and documented in detail (see Section 9).

d. Coordination of travel, however, is not required if the County Official determines before travel that coordination of travel is not feasible. That determination may be based only on factors relating to official County business. Determinations should be made on a trip-by-trip basis and must be provided in a written memo to the County Auditor's Office – Accounts Payable Section. If the County Auditor's Office determines that the rationale for the determination was not related to official County business, the reimbursement will only be made to one of the travelers.

8. AIR TRAVEL

a. The most economical airfare should be obtained (only coach fare will be allowed). If travel more expensive than coach fare is obtained, the fare must be paid with the traveler's funds and the difference between the coach fare and the fare obtained will not be reimbursed to the traveler. Refundable fares should be considered if possibility of a trip cancellation exists. Commercial airlines are normally the most economical mode of transportation for out-of-state travel. Airline tickets should be reserved in advance, when possible, in order to obtain the most reasonable rates. The use of a travel agency to book air travel reservations is discouraged.

b. Airline tickets purchased with the department's travel card must be reserved through the Purchasing Department (see Travel Card Procedures) and be related to travel expenses for County employees.

c. Package fares (Friends Fly Free, etc.) are encouraged when two or more County Officials or employees are traveling to and from the same location and overall cost can be reduced.

d. The County will only pay one half of the cost of the package fare in cases where officials or employees fly with family or friends (Friends Fly Free, etc.). Airfare for package fares must be paid using the traveler's own personal credit card or funds. The official or employee will be reimbursed one half of the price of the coach fare upon completion of the travel and submittal of a properly filled **Form T-4 "Final Travel Expense Claim"** and evidence of the price of the coach fare**.**

e. The boarding pass and an original passenger receipt issued by the commercial airline company or an original itinerary issued by the travel agency must be submitted as supporting documentation for a reimbursement. The original receipt or itinerary must include the name of the employee and airline, the ticket number, the class of transportation, the travel dates, the amount of the airfare, and the origin and destination of each flight.

9. PERSONAL VEHICLE

a. If the official or employee elects to travel by personal vehicle, the County will reimburse official business travel at the County adopted rate per highway mile. County Officials or employees currently receiving an approved car allowance will not be reimbursed, unless travel is outside of Hidalgo County. If the traveler is uncertain of the adopted rate, this information may be obtained by contacting the County Auditor's Office - Accounts Payable Section at (956) 318-2511. Please note that the mileage rate may differ if utilizing grant funds, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

b. Mileage reimbursements for a traveler who chooses to drive out-of-state rather than fly should not exceed the lowest round trip coach airfare available at the time travel was authorized. Traveler must supply documentation to support what the airfare would have been at that time.

c. When more than one traveler is going to the same destination, coordination of travel is required (see Section 7). The names of all persons traveling together on the same trip and in the same vehicle must be listed on **Form T-5 "Out-of-County – Travel Advance Request"** and **Form T-4 "Final Travel Expense Claim**".

d. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. If a passenger uses another form of transportation while on the trip, transportation expenses will not be reimbursed.

e. Mileage is calculated on a point-to-point basis using the Texas Mileage Guide, plus reasonable incidental travel. Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of-way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler.

f. For in-county mileage reimbursement, a daily travel log must be maintained that indicates specific destination points (including address information) purpose of travel, and any other information deemed necessary. Employees must request reimbursement on a monthly basis with the completion and submittal of **Form T-3 "In-County Travel Automobile Expense Claim"** to the County Auditor's Office – Accounts Payable Section.

g. Commuting expenses incurred in traveling between the employee's residence and their main place of work (County office) or for mileage/expenses incurred in any other travel of a personal nature are not reimbursable. If mileage incurred in a single day to a place outside the office exceeds normal commuting mileage (home to office and return), the difference between mileage incurred that day and commuting mileage is reimbursable. As guidance, please refer to the following examples:

Example 1: Debra lives in Mission. She has a meeting in Edinburg. She drives directly to Edinburg, attends the meeting, and returns home. She should check her odometer reading when she leaves her house and when she returns to her house. Her total round trip is 26 miles. Her normal commute is 10 miles round trip to the office each day. The 10 miles should be deducted from the total mileage and Debra would only be reimbursed for 16 miles.

Example 2: Mary lives on the southwest side of town, and has a 10-mile daily round trip commute to the office. She reports to the office in the morning and leaves for a 10 o'clock meeting at the Sheriff's Department. The meeting lasts until the end of the normal workday, at which time she goes home. Mary traveled 40 miles today, and she will be reimbursed for 30 miles.

Example 3: Daniel lives on the east side of town and his daily round trip commute to the office and back home is 15 miles. He has an eight o'clock meeting at the Department of Budget and Management. He goes directly from home to the Department of Budget and Management,

returns to the office after the meeting, and goes home at the end of the day. Daniel traveled 45 miles of which only 30 miles are reimbursable.

Example 4: Frank lives on the south side of town. He has a morning meeting at the Precinct 1 office. The meeting lasts all day, and Frank returns home from Precinct 1. A total of 20 miles were traveled today. Frank commutes 30 miles round trip to the office each day, therefore no request for reimbursement can be made.

h. The County does not provide insurance coverage for private vehicles; therefore, each County Official is responsible to ensure employees traveling on County business have a current automobile insurance policy that provides adequate coverage. The name of the traveler must appear on the automobile insurance card. Reimbursement will not be made if the name of the traveler does not appear on the insurance card. Vehicular accidents, vehicle repairs, parking fines, towing charges and theft of property are the responsibility of the employee, not the County.

i. County Officials should ensure that employees using a personal vehicle file a copy of their current insurance card and current driver's license with the County Auditor's Office. Mileage reimbursement will not be made if a current driver's license and current insurance card is not received by the County Auditor's Office – Accounts Payable Section and the driver did not have an unexpired driver's license or current insurance coverage at the time travel was made.

10. COUNTY VEHICLE

a. The use of County vehicles is encouraged over private vehicles. Traveler is required to have a current driver's license. When more than one traveler is going to the same destination, "coordination of travel" (see Section 7) is required. Individuals not on County business cannot be transported in a County vehicle. Additionally, County vehicles cannot be used when combining conference and personal leave.

b. Reimbursement will be made for actual expenses incurred and for which an appropriate original receipt is provided.

c. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. If a passenger uses another form of transportation while on the trip, transportation expenses will not be reimbursed.

d. Accidents, if any, must be reported to the local police before leaving the scene. The Department of Budget and Management - Safety Division must also be notified at (956) 318-2644, as soon as possible.

11. CAR RENTALS

a. Car rentals will be reimbursed when it is the most economical means of transportation. Reservations for car rentals made under the name of Hidalgo County are required to be made through the State of Texas travel management services contract due to the insurance coverage provided (loss/damage waiver and liability insurance coverage). For further information contact the Purchasing Department at (956) 318-2626. Car rental reservations made with the department's travel card must be reserved through the Purchasing Department (see Travel Card Procedures).

b. Car rental reservations should be made in advance to ensure availability of appropriate size and type of vehicle. When more than one traveler is going to the same destination, "coordination of travel" is required (see Section 7). In addition, a statement as to whether the department has an assigned County vehicle and the reasons for not utilizing the County vehicle should be noted on the purchase requisition. Rental cars are to be restricted to size and type as follows:

I. Compact, midsize, or full size car when used by one to four County employees.
II. Midsize sport utility or minivan when used by four or more County employees.
III. Rental of "luxury" and large "sport utility vehicles" such as a Chevy Suburban, Ford Expedition, or similar models are not allowed. However, rental of these types of models will be allowed if the car rental company honors the rate for the applicable size and type of vehicle allowed by policy.

c. Rental of cars is acceptable for one day before the meeting or conference begins whenever same day rental is not practical. Return of rental vehicle one day after the meeting or conference ends is acceptable if same day return is not practical.

d. If a County Official or employee wishes to rent a vehicle other than the vehicle size and type allowed by the policy, the individual will be responsible for paying the entire invoice amount and may seek reimbursement for the amount allowed by Policy. The traveler will only be reimbursed the state contract price rate for the allowable vehicle size and type. In addition, the department's travel card cannot be utilized to

book car rentals for a vehicle size and type not allowed by this policy. If the traveler accepts insurance coverage for a car rental in order to be covered during the trip, the entire cost of the insurance coverage will be a personal expense and not reimbursable.

e. The name of each employee that may drive the rental car must appear on the rental agreement to ensure proper coverage.

f. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. If a passenger uses another form of transportation while on the trip, transportation expenses will not be reimbursed.

g. It is encouraged that car rentals be re-fueled prior to returning the vehicle to the car rental company in order to avoid high-priced gas charges. In addition, the original gas receipt must be submitted to the County Auditor's Office - Accounts Payable Section with the completed **Form T-4 "Final Travel Expense Claim**".

h. The original car rental receipt/bill and car rental agreement must be submitted as supporting documentation for payment or reimbursement. The original car rental receipt/bill must indicate the starting and ending dates of rental, rental rates, specify the name of the car rental company, specify the name of the renter and additional drivers, if any, and itemize all other expenses incurred. The car rental company agreement must include the name and signature of the individual that picked up and returned the vehicle, the time and date the vehicle was picked up and returned, the location where the vehicle was picked up and returned, and the amount of miles that were traveled.

i. Accidents, if any, must be reported to the local police before leaving the scene and the rental car company. The County's Department of Budget and Management - Safety Division must also be notified at (956) 318-2644, as soon as possible.

12. TAXIS, BUSES, AND OTHER GROUND TRANSPORTATION

a. Taxis, buses, or other ground transportation to and from airports are allowable expenses only when necessary. The use of a hotel shuttle service is the preferred method of travel at out-of-town locations, if available.

b. Limousine service is not allowed.

c. Original receipts must be submitted in order to obtain reimbursement.

13. LODGING

a. The use of a travel agency to reserve hotel accommodations is discouraged. The traveler is required, to use the State of Texas travel management services contract for hotels in order to arrange the most favorable rate unless cost benefits may be achieved by other means. Questions regarding this contract may be addressed to the Purchasing Department at (956) 318-2626. Additional information may be obtained by visiting: www.window.state.tx.us/procurement/prog/stmp/.

b. Hotel reservations should be made in advance in order to obtain the most economical rates (government, conference, and other available discount rates, etc.).

c. If traveling in-state, the County will pay the most economical single occupancy room rate up to a maximum of $100 plus applicable tax per night (i.e. ocean view would not be allowed). However, if the traveler is staying at the hotel where the seminar/conference/meeting is held, the County will pay the applicable single occupancy room rate, conference rate, or government rate.

d. If traveling out-of-state, the County will pay the most economical single occupancy room rate up to a maximum of $300 plus applicable tax per night (i.e. ocean view would not be allowed). However, if the traveler is staying at the hotel where the seminar/conference/meeting is held, the County will pay the applicable single occupancy room rate, conference rate, or government rate.

e. Hotel reservations made with the department's travel card must be made through the Purchasing Department. The travel card cannot be utilized to book hotel reservations with rates higher than allowed by this policy. Hotel reservations at a rate above the allowable rate must be paid using the traveler's own personal credit card or funds (see Travel Card Procedures). If a spouse and/or dependent(s) accompany the official or employee, the County will not reimburse the difference in hotel room rates above the single occupancy room rate.

f. Arrival one night before the day the meeting or conference begins is acceptable whenever same day travel is not practical. However, arrival the same day the meeting or conference begins is required if the meeting or conference is taking place within 100 miles from the traveler's normal place of work and the meeting or conference begins at or after 10:00 AM. Arrival the day that the meeting or conference begins is encouraged whenever the meeting or conference begins at or

after 12:00 PM and the location of the meeting or conference is less than 300 miles away.

g. Return on the day after the meeting or conference ends is acceptable whenever same day travel is not practical. However, return the same day that the meeting or conference ends is required if the meeting or conference is taking place within 100 miles from the traveler's normal place of work and the meeting or conference ends at or before 3:00 PM. Return the same day that the conference or meeting ends is encouraged whenever the meeting or conference ends before 12:00 PM and the location of the meeting or conference is less than 300 miles away.

h. Extra hotel nights for personal reasons will be at the officials or employees own expense and will not be reimbursed. Extra hotel nights for personal reasons will not be paid using County funds or the department's travel card.

i. A traveler may not be reimbursed for a lodging expense incurred at a place that is not a commercial lodging establishment.

j. An original lodging receipt showing payment in full must be submitted as supporting documentation for payment or reimbursement. The receipt must include the name and address of the commercial lodging establishment, the name of the employee, the single occupancy room rate, and a daily itemization of the lodging charges.

14. MEALS

a. Meals for out-of-county travel will be reimbursed as follows:

i. Out-of-county – In State Travel

A. Meals, including tips, will be reimbursed based on a per diem basis at $36 per day. This reimbursement limit applies without a carry over from one day to another. The per diem will be prorated for partial days ($ 8-breakfast, $12-lunch and $16-dinner). Trips beginning before 8:00 a.m. will receive $36; trips beginning after 8:00 a.m. but before 1:00 p.m. will receive $28; trips begins after 1:00 p.m. will receive $16. Trips completed before 8:00 a.m. receive $8; trips completed after 8:00 a.m. but before 6:00 p.m. will receive $20; and trips completed after 6:00 p.m. will receive $36. The employee is not required to keep receipts to document the cost of these meals. However, please note that receipts may be required by the County Official or when

utilizing grant funds, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

ii. Out-of-County – Out-of-State Travel

Meals will be reimbursed based on one of the following methods:

A. On a per diem basis at $39 per day. This reimbursement limit applies without a carry over from one day to another. The per diem will be prorated for partial days ($9-breakfast, $12-lunch and $18-dinner). Trips beginning before 8:00 a.m. will receive $39; trips beginning after 8:00 a.m. but before 1:00 p.m. will receive $30; trips beginning after 1:00 p.m. will receive $18. Trips completed before 8:00 a.m. receive $9; trips completed after 8:00 a.m. but before 6:00 p.m. will receive $21; and trips completed after 6:00 p.m. will receive $39. The employee is not required to keep receipts to document the cost of these meals. However, please note that receipts may be required by the County Official or when utilizing grant funds, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

B. Actual cost of meals including taxes and tips/gratuities (up to 15% of the cost of the meal) with original itemized receipts up to a maximum of $50 per day. The $50 maximum amount will be prorated for partial days. Trips beginning before 8:00 a.m. may receive up to the maximum amount of $50; trips beginning after 8:00 a.m. but before 1:00 p.m. may receive up to a maximum amount of $40; trips beginning after 1:00 p.m. may receive up to a maximum of $25. Trips completed before 8:00 a.m. may receive up to a maximum of $10; trips completed after 8:00 a.m. but before 6:00 p.m. may receive up to a maximum of $25; and trips completed after 6:00 p.m. may receive up to a maximum of $50. The employee is required to keep original itemized receipts to document the cost of these meals. Failure to submit the required receipts for any one day will result in the cost of the meal reimbursement to be based on the per diem basis listed in section 14(a)(ii)(A).

b. Meals that are an integral part of the seminar or conference and are listed separately on the registration materials may be allowed at a rate higher than the applicable per diem rate. However, the daily per diem rate will be reduced by the applicable meal per diem rate. Supporting documentation such as the registration receipt or printed material showing which meal(s) are covered is required.

c. Meals for in-county travel and travel not requiring an overnight stay will not be reimbursed unless the meal cost is part of a conference/ registration fee.

d. Advances for meals will only be provided when traveling out-of-county for two days or longer.

e. The meals for a spouse and/or dependent(s) will not be paid with County funds.

15. NON-REIMBURSABLE EXPENSES:

a. Alcoholic beverages
b. Valet parking (if self-parking is available)
c. Tips and gratuities in excess of 15% of the actual meal cost for out-of – state travel
d. Personal phone calls - all phone calls are deemed personal calls unless proof is submitted that the call was for County business
e. Personal items, such as prescriptions, cosmetics, movies, golf, health club, spas, haircuts, shoe shines, newspapers, laundry/dry cleaning charges, etc.
f. Loss of funds or personal belongings
g. Extra day or days on the trip for personal reasons
f. Luxury & large sports utility vehicle rental cars (see exception in Section 11)
g. Additional charges for accommodations, meals, travel, etc., for individuals not on County business who accompany the traveler on an authorized County business trip
h. Fines, court costs, and related expenses
i. Meals for non-overnight travel
j. Interest, over the limit, or late charges incurred in a personal credit card
k. Expenses deemed unreasonable, excessive, unsupported or unexplained

16. TRAVEL ADVANCES:

a. Employees are encouraged to pay for travel expenses using their own personal funds and seek reimbursement from the County. Nonetheless, travel advances will be allowed if an employee's seminar/conference/

meeting is scheduled to last for 2 or more days by completing **Form T-5 "Out of County – Travel Advance Request"**.

b. Travel advances are to be given to the requesting employee and may not be given to or used by another employee. Likewise, the travel advance is issued for a specific trip and may not be used for a trip different than the one that was listed on the original request.

c. Travel advances are the sole responsibility of the traveler and such funds should be safeguarded from loss or misuse. Advances will be recorded as a receivable from the employee until the employee settles the advance through submission of **Form T-4 "Final Travel Expense Claim**".

d. Travel advance requests must be received by the County Auditor's Office - Accounts Payable Section with sufficient time for the check to be processed (at least two weeks prior to the date the check will be needed). If request is not received within the time specified, a travel advance check may not be processed and the traveler will have to use a personal credit card and/or cash.

e. Registration fees, hotel, and airline reservations will not be advanced to the traveler. County Officials and employees are expected to arrange for prepayment of these expenses wherever possible, by using the department's travel card, purchase order, or by requesting that the County issue payment to the vendor. Those expenses that cannot be prepaid by one of these methods should be paid from the employee's personal credit card and/or cash during the period of travel. The County Auditor will grant exceptions on the advancement of registration fees, hotel, and airline reservations to the traveler on a case-by-case basis.

f. If the official or employee elects to travel by personal vehicle within the State of Texas, the employee may be advanced mileage calculated on a point-to-point basis using the Texas Mileage Guide at the current County adopted rate per highway mile. Incidental mileage will not be advanced.

g. Incidental expenses (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking) may be advanced based on $20.00 per day. The County Auditor may grant exceptions on the amounts to be advanced on a case-by-case basis.

h. If attendance at the seminar/meeting/conference is cancelled, travel advances should be immediately returned to the County Treasurer's Office no later than 20 calendar days after the seminar/conference/

meeting date with a completed **Form T-4 "Final Travel Expense Claim**".

i. Individuals receiving a travel advance are required to account for the advance within 20 calendar days after the seminar/conference/meeting date by completing **Form T-4 "Final Travel Expense Claim**". Original itemized receipts (except meal receipts) must be submitted in order to obtain reimbursement for allowable expenses paid by the traveler. Subsequent travel advances requested by the department on behalf of a traveler with an outstanding travel advance will not be made.

j. If **Form T-4 "Final Travel Expense Claim"** is not settled within 60 days of trip return, the County Treasurer will deduct the advance from the traveler's next paycheck. Once the advance is taken from the traveler's paycheck, the traveler will not be able to seek reimbursement from the County. A request for reimbursement after these 60 days will not be allowed. Unsettled travel advances for terminated employees will be deducted from their final paycheck.

17. TRAVEL CANCELLATIONS

a. If it becomes necessary to cancel a trip, the traveler is required to make all necessary cancellations, notify the Purchasing Department if department's travel card was used for reservations, and/or the County Auditor's Office – Accounts Payable Section if payments were made in advance (seminar registration, hotel accommodations, airfare, and car rental, etc.).

b. An employee may be reimbursed for travel expenses or cancellation charges incurred as a result of attempting to conduct official County business if:

i. The travel expense is incurred for a reason related to official County business;
ii. The employee is unable to conduct the business because of a natural disaster or other natural occurrence; and the expense would be payable or reimbursable had the official County business been conducted; or
iii. The employee returns, before the official County business is completed because of an illness or a personal emergency.

c. The supporting documentation for a travel expense or cancellation charge incurred under these circumstances must include a description of the official County business, natural disaster or other natural occurrence, or the County Department's determination that an illness or a personal

emergency occurred that made the employee unable to conduct official County business. In addition, any checks in the possession of the employee for payment of travel expenses (registration, hotel, etc.) must be returned and be accompanied by a written request to void the checks. Any cancellation costs that did not result from the above-approved reasons will be disallowed and at the expense of the traveler.

d. Failure to cancel reservations for reasons other than those listed above will be at the expense of the traveler and be deducted from the employee's payroll check within 60 days of the seminar/conference/ meeting date.

18. TRAVEL REIMBURSEMENTS

a. The reimbursement rate for certain travel expenses may vary from the County's rate if grant funds are being used. Before expenses are incurred, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

b. Travel expenses incurred and paid through personal credit cards and/or cash while conducting official County business will be reimbursed only if reasonable, necessary, and allowable in accordance with this Policy upon completion of the travel and submittal of a properly filled **Form T-4 "Final Travel Expense Claim"**. The County will not reimburse interest, over the limit, and late charges, incurred in a personal credit card by the traveler.

c. The County will not reimburse a County employee for a travel expense unless the employee has incurred the expense. A County employee who receives free transportation or lodging in exchange for mileage, points, or other non-monetary credits belonging to the employee is not considered to have incurred an expense.

d. A County employee may not accept a reimbursement or advance for a travel expense from more than one source. A County employee who anticipates receiving or actually receives a travel expense reimbursement or advance from another person/entity/association other than the County may seek a reimbursement or advance for the expense from the County only to the extent the amount of the person's reimbursement or advance is less than the amount of the total expense. If reimbursement is received from the County and another source, the reimbursement should be returned to the County Treasurer's Office no later than 20 days after receipt of the subsequent reimbursement.

19. SANCTIONS

a. A County employee who violates this policy and misuses County property or funds will be subject to disciplinary action including termination and/or criminal charges.

DRAFT FOR DISCUSSION PURPOSES ONLY

PROCEDURES

A. County Department

1. Ensure traveler has read and understands the County's travel policies, guidelines, and procedures as they relate to minimizing travel costs and documenting travel expenses with original receipts.

2. If grant funds are being utilized, verify reimbursement rates and travel guidelines with the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

3. If traveling out-of-state, obtain approval from the DBM by submitting **Form T-1 "Application for Out-Of-State Official Travel"** before any reservations or travel is made.

4. Submit requisition to the Purchasing Department for seminar registration, hotel accommodations, airfare, car rental, and meals and incidental expenses, if any (requisition for meals and incidentals should be made under the name of the traveler). Ensure travel expenses are in accordance with the travel policy and requisition includes the following:

   a. Seminar Registration: seminar/conference/meeting name, date(s), location, including city and state; name(s) of traveler(s); notation as to manner of travel (County vehicle, County provided rental, or use of personal vehicle).

   b. Hotel Accommodations: seminar/conference/meeting name, date(s), location, including city and state; name(s) of traveler(s); type of room rental, daily hotel rate, and number of hotel nights.

   c. Airfare: seminar/conference/meeting name, date(s), location, including city and state; name(s) of traveler(s); date(s) of travel.

   d. Car Rental: purpose of rental (i.e. attend seminar/conference/ meeting/elections); seminar/conference/meeting/elections name, date(s), location, including city and state; name of driver and additional driver, if any; name(s) of traveler(s); type and size of rental vehicle, daily rental rate, number of rental days, location where rental will be acquired and returned (address, city, and state). If department has a County vehicle, include a statement providing proper justification as to why the County vehicle will not be used.

e. Meals and incidental expenses: name of traveler; seminar/ conference/meeting name, dates(s), location, including city and state; meals and incidental expenses should be listed separately.

5. If utilizing the department's travel card, request the Purchasing Department to book seminar registration, hotel accommodations, airfare, and car rental.

6. If requesting direct payment for seminar registration, and hotel accommodations submit **Form T-2 "Seminar, Hotel, Car Rental, & Airfare Check Request"** to the County Auditor's Office - Accounts Payable Section.

7. If requesting a travel advance, submit **Form T-5 "Out-Of-County Travel Advance Request"** and submits requisition to the Purchasing Department for travel advance in the name of the traveler.

8. Ensure that within 20 calendar days after completion of travel, traveler completes **Form T-4 "Final Travel Expense Claim"** and returns any remaining travel advance funds to the County Treasurer's Office. **Form T-4**, along with a copy of the County Treasurer's receipt (if any), must be submitted to the County Auditor's Office – Accounts Payable Section only after it has been properly completed, supported, and signed. Reimbursement to the traveler, if any, will be delayed or denied until the original supporting documentation for expenditures made is received. Supporting documentation includes the following:

- Original itemized hotel receipt indicating a zero balance owed
- Airline boarding pass and original airline ticket receipt or travel agency itinerary
- Original car rental receipt and car rental agreement
- Seminar/conference/meeting agenda
- Original receipt and/or confirmation for seminar, conference, etc.
- Seminar certificate of completion, if available
- Original taxi receipt
- Original parking receipt
- Printouts of MapQuest (if requesting incidental mileage reimbursement)
- If coordination of travel is required, submit written justification for need to travel separately

Original receipts must be affixed to a sheet of paper in date order and attached to **Form T-4 "Final Travel Expense Claim"**.

9. Submit, if necessary, the approved **Form T-1 "Application for Out-Of-State Official Travel"** to the County Auditor's Office when requesting payment or reimbursement of travel expenses.

10. Submit, if necessary, **Form T-3 "In-County Travel Automobile Expense Claim"**, including specific address points on a monthly basis by the 10th workday following the end of the month in which the expense was incurred.

11. If it becomes necessary to cancel a trip, the traveler is required to make all necessary cancellations, notify the Purchasing Department if department's travel card was used for reservations, and/or the County Auditor's Office – Accounts Payable Section if payments were made in advance (seminar registration, hotel accommodations, airfare, and car rental, etc.).

    If a trip was cancelled, any checks for payment of advanced travel expenses (registration, hotel, advances, etc.) must be submitted to the County Auditor's Office - Accounts Payable Section. The check must be accompanied by a written request from the County Official to void the checks.

    In addition, if a trip was cancelled, **Form T-4 "Final Travel Expense Claim"** must be completed and submitted to the County Auditor's Office - Accounts Payable Section along with supporting documentation for any travel expenses or cancellation charges incurred. In addition to the items listed on Section A8 above, supporting documentation should include the following:

    - Description of the official County business
    - Reason for cancellation that made the employee unable to conduct official County business (natural disaster, natural occurrence, illness, or a personal emergency). Cancellations for reasons other than those listed above will be at the expense of the traveler and be deducted from the employee's payroll check within 60 days of the seminar/conference/meeting date.

    Failure to cancel reservations or cancellations for reasons other than those listed above will be at the expense of the traveler and be deducted from the employee's payroll check within 60 days of the seminar/conference/meeting date.

B. Purchasing Department

1. Review requisition submitted by department for seminar registration, hotel accommodations, airfare, and car rental, if any. Ensure requisition includes the information listed in Section A4 above and that request is in compliance with travel policy.

2. If request is in compliance with travel policy, issue purchase order for seminar, hotel accommodations, airfare, and car rental, if any.

3. Book seminar, hotel accommodations, airfare, and car rental for departments requesting payment by the department's travel card ensuring reservations comply with the travel policy and guidelines.

4. Upon notice by the department of a trip cancellation, cancel reservations made using the department's travel card.

5. If airfare was reserved using the department's travel card, maintain an inventory schedule of refundable airfare credits received as a result of a trip cancellation. The inventory schedule should include the department name, employee name, cancellation date, and re-schedule/use date.

C. Department of Budget and Management

1. Review **Form T-1 "Application for Out-Of-State Official Travel"** and approve request for out-of-state travel if need for travel is properly justified (i.e. training is not available in-state).

D. County Auditor

1. Audit and process **Form T-2 "Seminar, Hotel, Car Rental, & Airfare Check Request"** ensuring compliance with the travel policy & guidelines.

2. Audit and process **Form T-5 "Out-Of-County Travel Advance Request"** ensuring compliance with the travel policy & guidelines.

3. Audit and process **Form T-4 "Final Travel Expense Claim"** ensuring compliance with the travel policy & guidelines.

4. Liquidate the purchase order issued for the travel advance from the out-of-county travel account and prepare a journal entry to record the out-of-county travel expense and remove the receivable owed from the employee when the employee settles the advance through submission of **Form T-4 "Final Travel Expense Claim**".

5. Send notices to departments when travel payments have been paid directly to the vendor or traveler and a **Form T-4 "Final Travel Expense Claim"** has not been submitted.

6. Notify the County Treasurer of any travelers for which the County has made travel payments on their behalf and have not submitted **Form T-4 "Final Travel Expense Claim"** within the specified time.

7. Audit and process **Form T-3 "In-County Travel Automobile Expense Claim"** ensuring compliance with the travel policy & guidelines.

E. COUNTY TREASURER

1. Mail out travel checks unless the department has requested otherwise.

2. Notify the departments when the travel advance or travel expense reimbursement checks have been processed and are ready for pickup.

3. Verify identification and obtain signature of individual picking up the check before releasing the check.

4. Verify that remaining travel funds being returned to the County by traveler are accompanied by a copy of properly filled out and documented **Form T-4 "Final Travel Expense Claim"**.

5. Forward receipt issued for remaining travel funds and **Form T-4 "Final Travel Expense Claim"** to the County Auditor's Office – Financial Accounting Section.

6. Make arrangements to deduct from the traveler's paycheck any advance travel payments made to the vendor or the traveler if **Form T-4 "Final Travel Expense Claim"** is not submitted within the specified time in accordance with applicable laws.

7. Contact and verify with the County Auditor's Office – Accounts Payable Section that travel advances made to a terminated employee have been settled. If a travel advance has not been settled, deduct the outstanding amount from the employee's final paycheck.

AI-10265 7.B.

Health Division - FY2009 RLSS-OPHP Grant Contract

CC REGULAR

Date: 07/28/2008
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Health & Human Services Dept.

Information

CAPTION

1. Requesting authorization and approval to accept the attached RLSS-OPHP Grant Contract #2009-028247, Attachment #001, in the amount of $126,424.00 for the period 9/1/2008 to 8/31/2009.

2. Requesting authorization and approval of the attached RLSS-OPHP Grant Budget and Salary Schedules for the period 9/1/2008 to 8/31/2009 (Acct #8-1293-441-00-340-006-9).

BACKGROUND

Fiscal Impact

Attachments

Link: FY09 OPHP Contract
Link: FY09 OPHP Sal
Link: Budget Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/22/2008 08:08 AM	APRV
2	Manuel Chapa		07/25/2008 09:32 AM	NEW
Form Started By: Dan Beltran			Started On: 07/21/2008 11:25 AM	
Final Approval Date: 07/25/2008				

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2009-028247 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $126,424.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 09/01/2008 and ends on 08/31/2009. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

      2009-028247-001 RLSS-LOCAL PUBLIC HEALTH SYSTEM

   c. General Provisions (Sub-recipient)
   d. Solicitation Document(s), and
   e. Contractor's response(s) to the Solicitation Document(s).
   f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: 100 N CLOSNER BLVD HIDALGO COUNTY COURTHOUSE
EDINBURG, TX 78539-3563
Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
By:_____ Signature of Authorized Official	By:_____ Signature
_____ Date	_____ Date
Bob Burnette, C.P.M., CTPM	_____ Printed Name and Title
Director, Client Services Contracting Unit	_____ Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____ City, State, Zip
(512) 458-7470	_____ Telephone Number
Bob.Burnette@dshs.state.tx.us	_____ E-mail Address for Official Correspondence

DOCUMENT NO. 2009-028247-
ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000340166

CONTRACTOR: HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

DSHS PROGRAM: RLSS-LOCAL PUBLIC HEALTH SYSTEM

TERM: 09/01/2008 THRU: 08/31/2009

SECTION I. SCOPE OF WORK:

Contractor shall improve or strengthen local public health infrastructure within the State of Texas by:

- Developing objective(s) to address a public health issue;
- Utilizing resources provided through this Program Attachment to conduct activities and services that provide or support the delivery of essential public health services;
- Assessing, monitoring, and evaluating the essential public health activities and services provided through this Program Attachment; and
- Developing strategies to improve the delivery of essential public health service(s) to identified service area.

These tasks shall be performed in accordance with Department of State Health Services (DSHS) Division for Regional and Local Health Services Interlocal Application. The assessment and/or evaluation activities must include measurable standards. Acceptable standards include the National Public Health Performance Standards approved by the Centers for Disease Control and Prevention, Performance Standards developed by the Texas Association of Local Health Officials, Healthy People 2010, and any federal, state or local law or regulation governing the delivery of essential public health services. Other evaluation methods utilizing standards not listed in this Program Attachment must be pre-approved by DSHS.

Contractor shall comply with all applicable federal and state laws, rules, regulations and standards including, but not limited to, the following:

- Chapter 23-11 of the Healthy People 2010;
- Section 121.002, Texas Health & Safety Code, definition of ten essential public health services;
- Government Code, Section 403.1055, "Permanent Fund for Children and Public Health".

Contractor shall not use funds from the Permanent Fund for Children and Public Health for lobbying expenses under the Government Code, Section 403.1067.

Contractor shall comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Program Attachment.

DSHS will inform Contractor in writing of any changes to applicable federal and state laws, rules, regulations, standards and guidelines. Contractor shall comply with the amended law, rule, regulation, standard or guideline except that Contractor shall inform DSHS Program in writing if it shall not continue performance under this Program Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

SECTION II. PERFORMANCE MEASURES

Contractor shall complete the PERFORMANCE MEASURES as stated in the Contractor's FY 09 Local Public Health Service (LPHS) Service Delivery Plan, and as agreed upon by DSHS, hereby attached as Exhibit A.

Contractor shall provide activities and services as submitted by Contractor in the following county(ies)/area: Hidalgo

SECTION III. SOLICITATION DOCUMENT: N/A

SECTION IV. RENEWALS: N/A

SECTION V. PAYMENT METHOD: Cost Reimbursement

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and include acceptable supporting documentation of the required deliverables if indicated in the attached Exhibit A. Vouchers and supporting documentation can be faxed to Claims Processing Unit at (512) 458-7442. The email address is invoices@dshs.state.tx.us.

Invoices and supporting documentation shall be submitted to the following address:

Department of State Health Services
Fiscal Claims Processing Unit
P.O. Box 149347, MC 1940
Austin, Texas 78714-9147

SECTION VII. BUDGET:

SOURCE OF FUNDS: State and CFDA#93.991

SECTION VII. SPECIAL PROVISIONS:

Contractor shall complete an Annual Budget and Expenditures Report in a format specified by DSHS and submitted by December 15, 2008.

General Provisions, **1.03 Reporting** Article, are revised to include the following paragraph:

Contractor shall submit quarterly and final performance reports that describe progress toward achieving the objectives contained in approved Contractor's Service Delivery Plan and any written revisions. Contractor shall submit the performance reports by the end of the month following the end of each quarter, in a format to be provided by DSHS. Failure to submit a required report of additional requested information by the due date specified in the Program Attachment (s) or upon request constitutes breach of contract, may result in delay payment, and may adversely affect evaluation of Contractor's future contracting opportunities with the department. Reports should be sent electronically to: LocalPHTeam@dshs.state.tx.us or by facsimile to 512-458-7154. A copy of the report should be sent to the respective DSHS Health Service Region, Attention: Deputy Regional Director. The report signature page should be sent via mail to:

DSHS Regional and Local Health Services
Attn: Local Services Team
1100 West 49th Street
P.O. BOX 149347 MC1908
Austin, Texas, 78714-9347.

General Provisions, **12.01 Board Training** Article, are not applicable to this Program Attachment.

2009-028247-001

Categorical Budget:

PERSONNEL	$82,609.00
FRINGE BENEFITS	$30,444.00
TRAVEL	$1,500.00
EQUIPMENT	$0.00
SUPPLIES	$11,871.00
CONTRACTUAL	$0.00
OTHER	$0.00
TOTAL DIRECT CHARGES	$126,424.00
INDIRECT CHARGES	$0.00
TOTAL	$126,424.00
DSHS SHARE	$126,424.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $126,424.00

Financial status reports are due: 12/31/2008, 03/31/2009, 06/30/2009, 10/31/2009

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant. loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Signature

Date

Print Name of Authorized Individual

2009-028247
Application or Contract Number

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
Organization Name

HIDALGO COUNTY HEALTH HUMAN SERVICES DEPARTMENT
RLSS-OPHP EMPLOYEE SALARY SCHEDULE
8-1293-441-00-340-006-9

Term: 9/1/2008 - 8/31/2009

Slot #	Employee Name	Employee Title	Salary 9/1/2008 12/31/2008	Salary 1/1/2009 8/31/2009	Salary for 12 month Grant Period
006-G003		Public Health Specialist	$ 5,908.33	$ 12,407.50	$ 18,315.83
006-G004		Administrative Secretary	$ 2,456.33	$ 5,158.30	$ 7,614.63
006-G002		Clerk	$ 8,291.33	$ 17,411.80	$ 25,703.13
006-G001		Health Information Tech.	$ 9,992.00	$ 20,983.41	$ 30,975.41
	OPHP Salary		**$ 26,647.99**	**$ 55,961.01**	**$ 82,609.00**
	FICA	7.65%	$ 2,038.57	$ 4,281.02	$ 6,319.59
	Retirement	8.92%	$ 2,377.00	$ 4,991.72	$ 7,368.72
	Unemployment	0.50%	$ 133.24	$ 279.81	$ 413.05
	Worker's Comp.	3.27%	$ 871.39	$ 1,829.93	$ 2,701.31
	Health Insurance	$4,164/Yr.			$ 13,491.33
	Life Insurance	$33/Yr.			$ 150.00
	OPHP F.B. Total		**$ 5,420.20**	**$ 11,382.47**	**$ 30,444.00**
	OPHP Sal/FB Total		**$ 32,068.19**	**$ 67,343.48**	**$ 113,053.00**

DATE: July 21, 2008

DEPARTMENT HEAD: Eduardo Olicarez - Chief Administrative **AI#10265**

DEPARTMENT NAME:
Hidalgo County Health Department

ACCOUNT NUMBER: 8-1293-441-00-340-006-9-XXX (RLSS-(

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1293-441-00-340-006-9-113	Salaries - F/T Employees	82,609.00
8-1293-441-00-340-006-9-220	FICA	6,319.59
8-1293-441-00-340-006-9-230	Retirement	7,368.72
8-1293-441-00-340-006-9-250	Unemployment Compensation	413.05
8-1293-441-00-340-006-9-260	Worker's Compensation	2,701.31
8-1293-441-00-340-006-9-211	Health Insurance	13,491.33
8-1293-441-00-340-006-9-212	Life Insurance	150.00
8-1293-441-00-340-006-9-581	Travel In County	500.00
8-1293-441-00-340-006-9-583	Travel Out of County	1,000.00
8-1293-441-00-340-006-9-603	Educational/Instructional Supplies	11,871.00
8-1293-334-10-340-006-9-000	RLSS - OPHP Revenue	126,424.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 126,424.00

REASON: Implement RLSS/OPHP Grant Budget for the period 9/1/08 to 8/31/09

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

AI-10270 **7.C.**

Health Division - FY08 SDI-001B Revised Grant Contract
CC REGULAR

Date: 07/28/2008
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Health & Human Services Dept.

Information

CAPTION

1. Requesting authorization and approval to accept the attached revised SDI Grant Contract #2008-024219, Attachment #001B, in the amount of $60,000.00 for a total award of $483,516.00 for the period 9/1/2007 to 8/31/2008.

2. Requesting authorization and approval of the attached revised SDI Grant Budget for the period 9/1/2007 to 8/31/2008 (Acct #8-1293-441-00-340-018-8-XXX).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1293-441-00-340-018-8-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation into various object codes (see attached) within the Fiscal Year 8 SDI Grant (1293). Total amount of the appropriation is $60,000.00 (due to Contract Change Notice #001B, which stipulates an increase in the maximum allowable amount from $423,516.00 to $483,516.00 by the Hidalgo County Health Department).

Attachments

Link: SDI Contract
Link: FY08 SDI-001B

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/22/2008 08:10 AM	APRV
2	Manuel Chapa	Manuel Chapa	07/25/2008 08:53 AM	APRV
3	Auditor's Office		07/25/2008 09:32 AM	NEW

Form Started By: Dan Beltran — Started On: 07/21/2008 02:12 PM

Final Approval Date: 07/25/2008

DEPARTMENT OF STATE HEALTH SERVICES

Amendment
To

The Department of State Health Services (DSHS) and HIDALGO COUNTY HEALTH & HUMAN SERVICES (Contractor) agree to amend the Program Attachment # _001A_ (Program Attachment) to Contract # _2008-024219_ (Contract) in accordance with this Amendment No. 001B : SDI - FEE FOR SERVICE, effective _07/07/2008_ .

The purpose of this Amendment is to increase contract due to realignment of FY 08 funds.

Therefore, DSHS and Contractor agree as follows:

Change Program Attachment Number as follows:

PROGRAM ATTACHMENT NO. ~~**001A**~~ **001B**

SECTION VII BUDGET is replaced with the following:

SECTION VII. BUDGET:

Contractor shall adhere to the current schedule of allowable services and rates as referenced in this contract Attachment.

Contractor may bill up the maximum amount specified below for each of the services funded by this contract Attachment.

TITLE V MATERNAL AND CHILD HEALTH DENTAL FEE-FOR-SERVICE

Payments for Title V Maternal and Child Health Dental Fee-For-Service will not exceed: $34,833.00.

TITLE V FAMILY PLANNING FEE-FOR-SERVICES

Payments for Title V Family Planning Fee-For-Services will not exceed: ~~**$226,806.00**~~ **$286,806.00**.

TITLE XX

Payments for Title XX Family Planning services will not exceed: $0.00.

PRIMARY HEALTH CARE

Payments for Primary Health Care services will not exceed: $0.00.

TUBERCULOSIS ELIMINATION

Payments for Tuberculosis Elimination Fee-For-Service will not exceed: $0.00.

Total payments will not exceed: ~~$423,516.00~~ $483,516.00.

Department of State Health Services

_____
Signature of Authorized Official

Date: _____

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

Contractor

_____
Signature of Authorized Official

Date: _____

Name: _____

Title: _____

Address: _____

_____

Phone: _____

Email: _____

AI-10270

DATE July 17, 2008
DEPARTMENT HEAD Eduardo Olivarez, Chief Administrative Officer
DEPARTMENT NAME Hidalgo County Health Department
ACCOUNT NUMBER 8-1293-441-00-340-018-8 (SDI Grant Contract)

[illegible] Local Government Code
[illegible] Subchapter C

[illegible] Commissioners Court of Hidalgo County

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1293-441-00-340-018-8-601	Office Supplies	$ 20,000.00
8-1293-441-00-340-018-8-605	Educational/Instructional Supplies	$ 20,000.00
8-1293-441-00-340-018-8-661	Minor Office Equipment	$ 10,000.00
8-1293-441-00-340-018-8-664	Other Minor Equipment	$ 10,000.00
Revenue Account #		
8-1293-334-10-340-018-8-000	SDI Revenues	60,000.00
	TOTAL BUDGET	$ 60,000.00

INCREASE REQUEST $

Revenue Account #

REASON Implement revised SDI Grant Budget for the period 9/1/2007 8/31/2008

There are no areas in my current budget to reduce in order to fund the above mentioned items

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE ATTEST CO CLERK

AI-10304 **7.D.**

Health Division - FY09 Office of Border Health (EWIDS) Grant Contract CC REGULAR

Date: 07/28/2008
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Health & Human Services Dept.

Information

CAPTION

Requesting authorization and approval to continue payroll regarding the Office of Border Health - EWIDS Grant Contract effective 8/1/2008 per the attached email and salary documents (Account #8-1293-441-10-340-028-9).

BACKGROUND

Fiscal Impact

Attachments

Link: EWIDS Doc.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/25/2008 08:21 AM	APRV
2	Manuel Chapa		07/25/2008 09:32 AM	NEW
Form Started By: Dan Beltran			Started On: 07/22/2008 03:12 PM	
Final Approval Date: 07/25/2008				

Dan Beltran

From: Martinez, Kathie [Kathie.Martinez@dshs.state.tx.us]
Sent: Tuesday, July 22, 2008 1:46 PM
To: dan.beltran@hchd.org
Subject: Hidalgo County EWIDS FY 09 contract
Importance: High

Dan,

This email is in reference to our telephone conversation this afternoon.

OBH will be renewing the EWIDS contract for fiscal year 2009. The contract amount will be for $130,000 and the contract term will be from 08/01/2008 through 07/31/2009.

Your contract attachment id is 2008-028122-001. The contract has been approved by all parties here at DSHS and should be nearing the mail-out stage.

The line item budget is as follows:

Personnel: $96,627.00
Fringe: $32,245.00
Travel: $1,128.00
Total: $130,000

Should you have any questions, please let me know.

Thanks,

Kathie Martinez
Coordinator - EWIDS, Contracts & Special Initiatives
Department of State Health Services Office of Border Health
1100 W. 49th Street - T-602
Austin TX 78756
Phone: (512) 458-7111 ext 3736
Fax: (512) 458-7262
Email: kathie.martinez@dshs.state.tx.us

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
OFFICE OF BORDER HEALTH-EWIDS
8-1293-441-10-340-028-9

Term: 08/1/2008 - 7/31/2009			Salary 8/1/2008	Salary 1/1/2009	Salary for 12 month
Slot #	Employee Name	Employee Title	12/31/2008	7/31/2009	Grant Period
028-0001		Bi-National Surv. Laision	$ 10,937.50	$ 16,078.13	$ 27,015.63
028-0002		Data Entry/Surveillance	$ 10,937.50	$ 16,078.13	$ 27,015.63
028-0004		Bi-National Surv. Nurse	$ 17,257.50	$ 25,338.24	$ 42,595.74
	EWIDS Salary		**$ 39,132.50**	**$ 57,494.50**	**$ 96,627.00**
	FICA	7.65%	$ 2,993.64	$ 4,398.33	$ 7,391.97
	Retirement	8.92%	$ 3,490.62	$ 5,128.51	$ 8,619.13
	Unemployment	0.50%	$ 195.66	$ 287.47	$ 483.14
	Worker's Comp.	3.27%	$ 1,279.63	$ 1,880.07	$ 3,159.70
	Health Insurance	$4,164/Yr.			$ 12,492.07
	Life Insurance	$33/Yr.			$ 99.00
	Ewids Fringe Benefit		**$ 7,959.55**	**$ 11,694.38**	**$ 32,245.00**
	EWIDS Sal/FB		**$ 47,092.05**	**$ 69,188.88**	**$128,872.00**

AI-10316 8.A.

Line of credit

CC REGULAR

Date: 07/28/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Urban County

Information

CAPTION

Resolution authorizing renewal of a Revolving Line of Credit with First National Bank of Edinburg for the Urban County Program.

BACKGROUND

Urban County Program is requesting approval to renew an existing $ 500,000 Line of Credit with First National Bank of Edinburg. The Purpose of the Line of Credit is to help finance the costs of construction and general administration expenses prior to reimbursement from the Texas Department of Housing and Community Affairs and/or the Office of Rural Community Affairs.

Fiscal Impact

Attachments

Link: resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/25/2008 08:26 AM	APRV
2	Veronica Lopez	Veronica Lopez	07/25/2008 09:26 AM	APRV
3	Auditor's Office		07/25/2008 09:32 AM	NEW
Form Started By: Angela Garcia			Started On: 07/25/2008 08:16 AM	
Final Approval Date: 07/25/2008				

RESOLUTION RENEWING A LINE OF CREDIT

WHEREAS, Hidalgo County Urban County Program has been awarded grants from the Texas Department of Housing and Community Affairs (TDHCA) and from the U.S. Department of Housing and Urban Development (HUD);

WHEREAS, there is a need to renew an existing line of credit in the amount of $500,000.00 for the purposes related to the administration and on-going business of these programs; and

WHEREAS, any amounts obtained from the line of credit will be re-paid directly from the corresponding TDHCA or HUD programs.

THEREFORE, BE IT RESOLVED by the Commissioners' Court of Hidalgo County that the Urban County Program is authorized to renew a Line of Credit with the First National Bank of Edinburg, Texas in the amount of $500,000.00 at an interest rate so specified in the County's depository contract with First National Bank of Edinburg.

Signed the _____ day of _____, 2008

_____

County Judge

Attest:

_____

County Clerk

AI-10317 **8.B.**

Contract Cancellation
CC REGULAR

Date: 07/28/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Urban County

Information

CAPTION

The Urban County Program, is requesting cancellation of the final negotiated contract with Noe Garza Engineers Inc., with a fee of $44,000.00 in connection with the City of Elsa for a Water/Sewer Improvements project utilizing Years 18 (2005) funds.

BACKGROUND

Hidalgo County Urban County Program executed a contract with Noe Garza Engineers, Inc. in the amount of $44,000.00 for the 2006 Water/Sewer Improvements project and it was approved by Hidalgo County Commissioner's Court on December 11, 2007. The city of Elsa has requested that the contract be terminated because they opted to focus on water improvements that are necessary as required by TECQ. No work has been completed by the engineer regarding the scope of service for said contract.

Fiscal Impact

Attachments

Link: contract cancellation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/25/2008 08:26 AM	APRV
2	Veronica Lopez	Veronica Lopez	07/25/2008 09:31 AM	APRV
3	Auditor's Office		07/25/2008 09:32 AM	NEW
Form Started By: Angela Garcia			Started On: 07/25/2008 08:18 AM	
Final Approval Date: 07/25/2008				

NGE
NOE GARZA ENGINEERS, INC.
NSPE • TSPE • TSA
918 WEST NOLANA • PHARR, TEXAS 78577
www.ngeinc.net
FAX (956) 783-1209
(956) 783-1207

EXHIBIT A
SCOPE OF SERVICES
CITY OF ELSA
SEWER PLANT IMPROVEMENTS

The City of Elsa proposes to construct improvements to **Sewer Plant.**

Contract Amount: **$44,000.00**

PROJECT TASKS

- **Design of plans and specifications** for upgrading of valve system in the City to improve function during water breaks.
- **Project will consist of** upgrading valves to isolate water breaks without shutting down the whole City and Water Plant Improvements.
- **Prepare preliminary plans** and estimates for guidance and review and input from city staff.
- **Final plans & specifications**: Final plans & specifications will be prepared for proper bidding and construction.
- **Bidding and award**:
  - **Bidding Process**: A pre-bid meeting will be scheduled if necessary in order to brief potential bidders and suppliers on the project.
    Necessary clarifications or addendum will be issued. We will attend the bid opening and assist as the City desires.
  - **Bid Recommendations**: After receipt of bids by the City, we will tabulate the bids and make recommendations in consultation with City Staff.
  - **Award**: We will prepare necessary contract documents for execution after award by the City.
- Construction will be under observation on an on-going basis. We will provide construction staking for the contractor and certify request for payments. Upon completion, a final inspection will be scheduled with the contractor and City staff. The outcome of the inspection will determine a certificate of completion of a punch list of items to be completed.
- **As Builts**: We will provide the City and UCP with the "as builts".

09/29/2007 SAT 8:46 FAX 956 783 1209 Noe Garza ENG. →→ Urban County Program 002/002

CITY OF ELSA

November 30, 2007

Linda Sandoval
Urban County
Coordinator

Re Water & Sewer Improvements Project

Ms. Sandoval,

Attached is a certified excerpt from the minutes of November 19, 2007, a Special Meeting of the City Council of the City of Elsa.

Item F. **DISCUSSION AND ACTION ON APPROVAL OF NEGOTIATED CONTRACT WITH ENGINEER FOR WATER AND SEWER IMPROVEMENTS.**

Recommendation by City Manager, Oscar Cuellar → to submit revised scope of services on Waste Water Plant improvements and contract fee for Noe Garza Engineers for $ 44,000.00 to Commissioners Court for approval.

Motion by Com. Caceres , to submit revised scope of services on Waste Water Plant improvements and contract fee for Noe Garza Engineers for $ 44,000.00 to Commissioners Court for approval. Second by Com. Escobar

Vote Taken/Motion Carried

If you have any questions feel free to contact me at (956) 262-2127.

Thank you,

Nancy Sanchez
City Secretary

NOV 30 2007

P. O. BOX 427 • ELSA, TEXAS 78543 • PHONE (956) 262-2127 • FAX (956) 262-5002

The City of Elsa is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services

Lupita V. Garcia

From: Paul Vazaldua [paulmv555@yahoo.com]
Sent: Wednesday, July 09, 2008 10:25 AM
To: lvgarcia@bizrgv.rr.com
Subject: Re: City of Elsa Water and Wastewater Projects

Lupita my coucil has taken action on the Noe Garza contract and it has been cancelled. At this time I am requesting that the Urban County Program follow suit from the City's action.

I do appologize for the situation Mr Garza is in; however, at this time my hands are tied in the sense that we do not have enough funding to proceed with items which are not under contract. If Ms. Linda Sandoval can recall, the city did not hire Dos Logistics Inc for Urban County Projects for the City of Elsa due to the fact that we had open contracts with priority items still open with JE Saenz Engineering. Since I came on board with the City it has been our focus to complete already executed contracts and get them into construction. It seems that Mr. Garza's request is one that would require a process that would be a "new" contract because of the scope. I have not documentation that tells me that his scope was procured or approved.

Please let me know.

Paul

AI-10271 **9.A.**

Claim - Ace Fire & Sound (Annual Fire Alarm System Inspection)
CC REGULAR

Date: 07/28/2008
Submitted By: Diana Solis, ADULT PROBATION
Department: ADULT PROBATION

Information

CAPTION

Acceptance and approval of claim from Ace Fire & Sound for Semi Annual Inspection of the Fire Alarm System at the Main Building, Bravo Building, and Alpha Building in the amount of $360.00 (Invoice # 11969) dated 06/24/08 with authority for County Treasuer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

See copy of attached pending transfer #6053 dated July 17,2008 (at the Auditor's Office as per Blanca Gomez, not found on Agenda Quick).

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1297-423-00-320-008-8-432
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available pending transfer (#6053) in the amount of $350.00 dated 07/17/08.

Attachments

Link: Ace Fire & Sound

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/22/2008 08:10 AM	APRV
2	Veronica Lopez	Veronica Lopez	07/22/2008 10:07 AM	APRV
3	Auditor's Office		07/25/2008 09:32 AM	NEW

Form Started By: Diana Solis Started On: 07/21/2008 02:20 PM

Final Approval Date: 07/25/2008

HIDALGO COUNTY
COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT
(ADULT PROBATION)

RICARDO P. RODRIGUEZ, JR.
JUDGE 92ND DISTRICT COURT

RODOLFO "RUDY" DELGADO
JUDGE 93RD DISTRICT COURT

BOBBY FLORES
JUDGE 139TH DISTRICT COURT

ROSE GUERRA REYNA
JUDGE 206TH DISTRICT COURT

JUAN R. PARTIDA
JUDGE 275TH DISTRICT COURT

MARIO E. RAMIREZ, JR.
JUDGE 332ND DISTRICT COURT

NOÉ GONZALEZ
JUDGE 370TH DISTRICT COURT

JOE E. LOPEZ
EXECUTIVE DIRECTOR

P.O. BOX 970
Edinburg, Texas 78540

Phone (956) 587-6000
Fax (956) 318-2488

LETICIA LOPEZ
JUDGE 389TH DISTRICT COURT

AÍDA SALINAS FLORES
JUDGE 398TH DISTRICT COURT

THOMAS P. WINGATE
JUDGE 430TH DISTRICT COURT

RODOLFO "RUDY" GONZALEZ
JUDGE COUNTY COURT AT LAW NO. 1

JAIME J. PALACIOS
JUDGE COUNTY COURT AT LAW NO. 2

FEDERICO (FRED) GARZA, JR.
JUDGE COUNTY COURT AT LAW NO.4

ARNOLDO CANTU
JUDGE COUNTY COURT AT LAW NO. 5

ALBERT GARCIA
JUDGE COUNTY COURT AT LAW NO. 6

July 15, 2008

Ms. Marty Salazar
Hidalgo County Purchasing Agent
Edinburg, Texas 78540

Dear Ms. Salazar,

I am submitting a claim for Ace Fire & Sound for the following reason:

Acct.# 8-1297-423-00-320-008-8-432

1 - Semi Annual Inspection of the Fire Alarm System at the Main Building $120.00

1- Semi Annual Inspection of the Fire Alarm System at the Bravo Building $120.00

1- Semi Annual Inspection of the Fire Alarm System at the Alpha Building $120.00

This vendor arrived at the facility and performed semi-annual services prior to requesting a purchase order number. The staff on duty at the time of their arrival was not aware of the fact that they did not have a purchase order.

Thanks for your assistance.

Respectfully,

Joe Lopez
Executive Director

Invoice

DATE	INVOICE NO.
6/24/2008	11969

BILL TO	SHIP TO
Hidalgo County C.S.C.D P.O. Box ~~2528~~ 970 McAllen, Texas 78502 Ref: Hidalgo County Boot Camp	Adult Probation Dept. 1000 M Rd. Edinburg, Texas 78539

P.O. NO.	TERMS	SHIP DATE	SRVCD. BY	S/O NO.
	Net 30	6/20/2008	Fred & Joe G.	11781

QTY	DESCRIPTION	PRICE	AMOUNT
	Conducted the Semi Annual Inspection of the Fire Alarm System at the main building. Note: Control panel is not responding to silence the trouble/alarm condition. Batteries are not being charged. Panel has been turn off as per customer's request. Control Panel needs to be replaced. Panel remains Red tagged.		
1	Semi-Annual Inspection of the Fire Alarm System.	120.00	120.00
	Conducted the Inspection of the Fire Alarm System at the Bravo Building. Panel remains yellow tagged due to magnetic doors not releasing properly and there is a duct detector that needs replacing due to corrosion in the board.		
1	Semi-Annual Inspection of the Fire Alarm System.	120.00	120.00
	Conducted the Inspection of the Fire Alarm System at the Alpha Building. Panel remains yellow tagged due to magnetic doors not releasing properly.		
1	Semi-Annual Inspection of the Fire Alarm System.	120.00	120.00

INVOICE RECEIVED BY: _____ ON 7/15/08

GOODS/SERVICES RECEIVED BY: Joe Lopez ON 7/16/08

7-16-08

Total $360.00

8-1297-423-00-320-008-8.432.

DATE: July 17, 2008

DEPARTMENT HEAD: Joe Lopez, Executive Director

AI#6053
Revised

DEPARTMENT NAME: Boot Camp

ACCOUNT NUMBER: 8-1297-423-00-320-008-8

SUBJECT: **Intra-departmental Transfer/s**

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
	CJAD Category:Equipment		CJAD Category:Equipment	
665	Minor Computer Equipment	432	Equipment Repair & Maint.	350.00
			TOTAL	350.00

REASON: Line Item 432: To cover maintenance expenses for fire alarm.

Joe E. Lopez, Executive Director
Hidalgo County CSCD

7/21/08
Date

Ray Eufracio, CPA
County Auditor

Date

AI-10285 **10.A.**

Polling locations
CC REGULAR

Date: 07/28/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Elections Administration

Information

CAPTION

Discussion and approval of Polling Location sites for Early Voting and Election Day for the November General Election.

BACKGROUND

Fiscal Impact

Attachments

Link: list

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/22/2008 11:03 AM	APRV
2	Veronica Lopez	Veronica Lopez	07/22/2008 11:12 AM	APRV
3	Auditor's Office		07/25/2008 09:32 AM	NEW
Form Started By: Angela Garcia			Started On: 07/22/2008 10:59 AM	
Final Approval Date: 07/25/2008				

FROM - Oct. 20 to Oct 31, 2008 - CALL (956) 784-VOTE (8683) FOR GENERAL INFORMATION

November 4, 2008 – GENERAL ELECTION
EARLY VOTING SCHEDULE

Dates		Hours
Monday	October 20, 2008	7:00 A.M.—7:00 P.M.
Tuesday	October 21, 2008	7:00 A.M. -- 7:00 P.M.
Wednesday	October 22, 2008	7:00 A.M. -- 7:00 P.M.
Thursday	October 23, 2008	7:00 A.M. -- 7:00 P.M.
Friday	October 24, 2008	7:00 A.M. -- 7:00 P.M.
Saturday	October 25, 2008	7:00 A.M. —7:00 P.M.
Sunday	October 26, 2008	10:00 A.M. -- 3:00 P.M.
Monday	October 27, 2008	7:00 A.M. -- 7:00 P.M.
Tuesday	October 28, 2008	7:00 A.M, -- 7:00 P.M.
Wednesday	October 29, 2008	7:00 A.M. -- 7:00 P.M.
Thursday	October 30, 2008	7:00 A.M. -- 7:00 P.M.
Friday	October 31, 2008	7:00 A.M. -- 7:00 P.M.

EARLY VOTING SUBSTATION LOCATIONS

EDINBURG SUB
ELECTIONS OFFICE
101 South 10th Ave.
Edinburg, Texas

McALLEN SUB
"OLD" CITY HALL
311 North 15th St.
McAllen, Texas

McALLEN SUB
LARK COMM. CENTER
2601 Lark Ave.
McAllen, Texas

McALLEN SUB
PALMER PAVILION
301 East Hackberry
McAllen, Texas

McALLEN SUB
PALMVIEW COMM. CTR.
3401 Jordan Ave.
McAllen, Texas

PHARR SUB
JOSE PEPE SALINAS CTR.
1011 W. Kelly
Pharr, Texas

MERCEDES SUB
CITY HALL
400 South Ohio
Mercedes, Texas

SAN JUAN SUB
FIRE STATION #2
2301 N. Longoria Road
San Juan, Texas

LAS MILPAS SUB
LAS MILPAS COMM. CTR.
7107 South Cage
Las Milpas, Texas

LA JOYA SUB
HOUSING AUTHORITY
945 S. Leo Ave
La Joya, Texas

DELTA AREA SUB
ELSA FIRE STATION
216 E. 4th
Elsa, Texas

DONNA SUB
AMIGOS DEL VALLE CTR.
1408 Silver Avenue
Donna, Texas

DONNA SUB
BOYS & GIRLS CLUB
307 Miller Ave.
Donna, Texas

HIDALGO SUBSTATION
CITY HALL
704 E. Texano
Hidalgo, Texas

PALMHURST
FAITH BAPTIST CHURCH
4301 N. Shary Road
Mission, Texas

MISSION SUB
COMMISSIONER PCT. #3 OFC.
724 N. Breyfogle Road
Palmview, Texas

MISSION SUB
CITY HALL
1201 E. 8th
Mission, Texas

ALTON SUB (new location)
'NEW" CITY HALL
509 S. Alton Blvd. (Conway)
Alton, Texas

PROGRESO SUB
PROGRESO COMM. CTR.
1 Mi. N. Military 281 from FM 1015
Progreso, Texas

EDINBURG SUB (new location)
HIDALGO CO. "OLD" ADMIN. BLDG.
100 N. Closner (old tax office)
Edinburg, Texas

EDINBURG SUB
UT-PAN AMERICAN
1201 W. University Drive (Library)
Edinburg, Texas

WESLACO SUB
"NEW" CITY HALL
255 S. Kansas Ave.
Weslaco, Texas

WESLACO SUB
SUNRISE HILL PARK
Mile 11 b/w FM 1015 & FM 491
Weslaco, Texas

SHARYLAND SUB
FIRE STATION
1804 N. Shary Road
Mission, Texas

ALAMO SUB (new location)
ALAMO PUBLIC LIBRARY
416 N. Tower Road
Alamo, Texas

SULLIVAN CITY SUB
FIRE STATION
500 Cenizo
Sullivan City, Texas

********CALL (956) 784-VOTE (8683) FOR GENERAL INFORMATION*******

Compliments of the Elections Department, 101 South 10th Ave. Edinburg, TX. (Last Update: 7/10/08)

GENERAL ELECTION
NOVEMBER 4, 2008
MOBILE #1
EARLY VOTING SCHEDULE

DATES	LOCATION	HOURS
MONDAY /Oct. 20.	Edinburg Towers 201 N. 13th Edinburg, Tx	8:00 a.m.-3:00 p.m.
TUESDAY /Oct. 21.	John Knox Village 1300 S. Border Weslaco, Tx	9:00 a.m. - 3:00 p.m.
WEDNESDAY/Oct. 22.	Amigos Del Valle 1210 E. Kuhn St. Edinburg, Tx	8:30 a.m.-3:00 p.m.
THURSDAY/Oct. 23.	Valley Grande Manor 1212 S. Bridge Ave. Weslaco, Tx	9:00 a.m. - 3:00 p.m.
FRIDAY/Oct. 24.	Edinburg Nursing Center 5215 S. Sugar Rd. Edinburg, Tx	8:30 a.m. – 3:00 p.m.
SATURDAY/Oct. 25.	Edinburg Medical Center 2102 W. Trenton Edinburg, Tx	8:30 a.m. - 3:00 p.m.
MONDAY/Oct. 27.	Mi Gente 5510 N. Cage Ste. N Pharr, Tx	8:30 a.m. – 3:00 p.m.
TUESDAY/Oct. 28.	San Juan Nursing Home 300 N. Nebraska San Juan, Tx	9:00 a.m. – 3:00 p.m.
WEDNESDAY/Oct. 29.	Brookridge Ret. Res. 1001 W. Ridge Pharr, Tx	9:00 a.m. – 3:00 p.m.
THURSDAY/Oct. 30.	Del Pueblo 700 Park Ave. Palmview, Tx	8:30 a.m. – 3:00 p.m.
FRIDAY/Oct. 31.	Pueblo Alegre 719 N. 23rd Mcallen, Tx	8:30 a.m. – 3:00 p.m.

GENERAL ELECTION
NOVEMBER 4, 2008
MOBILE #2
EARLY VOTING SCHEDULE

DATES	LOCATION	HOURS
MONDAY /Oct. 20.	New Age Daycare 2701 Cornerstone Blvd Edinburg, Tx	9:00 a.m.-3:00 p.m.
TUESDAY /Oct. 21.	Heritage Village 2105 S. Cynthia Ave. Mcallen, Tx	9:00 a.m. - 3:00 p.m.
WEDNESDAY/Oct. 22.	Las Palmas Center 1301 E. Quebec Ave. Mcallen, Tx	8:30 a.m.-3:00 p.m.
THURSDAY/Oct. 23.	Amigos Del Valle 1210 E. Kuhn St. Edinburg, Tx	8:30 a.m.-3:00 p.m.
FRIDAY/Oct. 24.	Siesta Retirement Village #294 S. FM Rd. 1015 Weslaco, Tx	9:00 a.m. - 3:00 p.m.
SATURDAY/Oct. 25.	Southern Comfort 1505 S. Airport Dr. Weslaco, Tx	9:00 a.m. – 3:00 p.m.
MONDAY/Oct. 27.	Mi Tesoro 315 N. Broadway Elsa, Tx	9:00 a.m. – 3:00 p.m.
TUESDAY/Oct. 28.	Retama Nursing Center 1505 S. Closner Edinburg, Tx	9:00 a.m. – 3:00 p.m.
WEDNESDAY/Oct. 29.	Bridges 5208 S. Sugar Edinburg, Tx	9:00 a.m. – 3:00 p.m.
THURSDAY/Oct. 30.	Un Dia a la Vez 5201 N. Raul Longoria San Juan, Tx	8:30 a.m. – 3:00 p.m.
FRIDAY/Oct. 31.	Mis Abuelitos Adult Day Care 2306 E. Freddy Gonzalez Edinburg, Tx	9:00 a.m. – 3:00 p.m.

UPDATED

7/10/2008

NOVEMBER 4, 2008 GENERAL ELECTION
ELECTION DAY POLLING LOCATIONS
HIDALGO COUNTY, TEXAS
POLLS OPEN 7:00 A.M. TO 7:00 P.M.

PRECINCT	CITY	BUILDING	ADDRESS	LOCATION
3	Donna	A. Ochoa Elementary	424 S. 11th St.	Portable Bldg. on South Side #33
4 & 118	San Juan	Austin Middle School	804 S. Stewart Rd.	Portable Bldg. 8 & 9
5 & 137	Pharr	Las Milpas Comm. Center	7101 S. Cage Blvd.	Community Hall
7 & 139	McAllen	Palmer Pavilion	301 E. Hackberry	Entrance
8	McAllen	Fields Elementary	500 Dallas Avenue	OLD gym
9	Mission	Mims Elementary School	200 E. 2 Mile Road	Cafeteria
10 & 102	Mission	Mission City Hall	1201 East 8th	Community Room
11 & 131	La Joya	Housing Authority	945 S. Leo Avenue	Community Room
12	Granjeno	Granjeno City Hall	6603 S. FM 494, Mission	Conference Room
107 & 13	Edinburg	South Middle School	601 W. Freddy Gonzalez	Main School Entrance
14	Edinburg	Jefferson Elementary School	904 S. 12th St.	Main Entrance
16 & 79	Edcouch	Edcouch Fire Station	201 Santa Rosa Ave.	Station Entrance
17	La Villa	La Villa High School	200 W. Hwy 107	Auditorium
18	Hargill	Hargill Elementary School	11 Miles N. of Edg. On Hwy 281	Main Entrance
19	San Manuel	St. Anne Church	North 281	Main Entrance
20	Hidalgo	Hidalgo City Hall	704 E. Texano	Council Chambers
22	Weslaco	STC MidValley Campus	400 N. Border	New Library, Bldg. E Rm. 121
24 & 76	McCook	McCook Building	Hwy 281-20 miles W. on FM 490	Main Lobby
26 & 27	McAllen	Old City Hall	311 N. 15th St.	Foyer - West Side
30	Edinburg	Edinburg North High School	3101 North Closner	Main Entrance Lobby
31	Edinburg	Memorial Middle School	3105 N. Doolittle Road	Main Entrance
32, 1 & 85	Mercedes	Mercedes City Hall	400 S.Ohio Avenue	Commissioners Room
33	Monte Alto	Monte Alto Community Center	1st & Elizabeth St.	Community Center
136, 34, 135	McAllen	Jackson Elementary School	501 Harvey	Foyer - South Side
35 & 6	Pharr	Jose Pepe Salinas Center	1011 W. Kelly	Conference Room
36 & 25	Pharr	Liberty Middle School	1212 N Fir St.	Main Etntrance
37 & 66	McAllen	Crockett Elementary School	2112 N. Main St.	Cafeteria
38 & 63	Sharyland	Fire Station	1804 N. Shary Road	Main Entrance Lobby
39	San Juan	Garza-Pena Elementary School	230 E. Sgt. Leonel Trevino	Cafeteria
40	Progreso	Progreso Community Center	1 Mi. N. Military 281 from FM 101	Main Entrance
43 & 104	San Carlos	San Carlos Elementary School	1/2 Mi. S. of E. Hwy. 107 on 3rd St	Main Building Entrance S. Side
45 & 87	Donna	W.A. Todd Middle School	400 N. Salinas Blvd.	Room 132
46	Mercedes	Taylor Zachary	900 N. Missouri	Cafeteria
47	McAllen	Thigpen Elementary School	520 S. 23rd St.	Cafeteria
48	McAllen	Palmview Community Center	3401 Jordan Avenue	Exercise Room
49 & 138	McAllen	Retama Village Center	2301 Jasmine Avenue	Community Hall E. Side Entrance
50 & 132	Penitas	JFK Elementary in La Joya ISD	1801 Diamond Avenue	Main Entrance
51	Sullivan	Fire Station	500 Cenizo Drive	Main Entrance
53 & 110	Edinburg	Francisco Barrientes School	1100 E. Ebony Lane	Main School Entrance
54, 74 & 129	McAllen	Cayetano Cavazos Elementary	1501 W. Freddy Gonzalez	Teacher's Lounge
55	Donna	B.G. Guzman Elementary	500 S. D. Salinas Blvd.	Teacher's Workroom
56 & 121	Mercedes	Mercedes Early Childhood Ctr.	950 W. 6th	Library
57	Weslaco	County Commissioner Pct. #1	1902 Joe Stephens Avenue, #100	Lounge/Conference Rm.
42, 58 & 21	Weslaco	Los Pentecostales de Weslaco	502 W. Sugarcane Drive	Sanctuary

PRECINCT	CITY	BUILDING	ADDRESS	LOCATION
60, 142	Pharr	PSJA North High School	500 E. Earling Rd.	Lobby
143 & 144				
61	Pharr	Napper Elementary School	903 N. Flag St.	Cafeteria
65	McAllen	Dr. Castañeda Elementary	4100 N. 34th St.	Gym
68	Lull	Capilla De San Jose Church	4401 Flores St.	Main Entrance
69	N. Edinburg	Camp Loma de Vida	12505 N. Hwy 281	
73,62 & 140	McAllen	Gonzalez Elementary School	201 E. Martin	Main Entrance
123, 77 & 130	Alamo	Alamo Community Building	130 S. 8th	Main Entrance
78	Palmview	Co. Commissioner Pct. #3 Ofc.	724 Breyfogle Road	Main Entrance
81	McAllen	Lark Community Center	2601 Lark Avenue	Exercise Room
83 & 84	Sharyland	John S. Shary Elementary	2300 N. Glasscock	Cafeteria
88	Alton	NEW City Hall	509 S. Alton Blvd. (Conway)	Community Meeting Room
90 & 15	Elsa	John F. Kennedy School	500 W. 9th	Room H-5
91	Alamo	Templo Inspiracion Pentecostes	2 1/2 Miles South Tower Road	Cafeteria
92 & 41	Weslaco	Sunrise Hill Park Pavilion	Between Baseline 1015 on Mi. 11 N	Main Building
94 & 128	Mission	Our Lady of Guadalupe Church	620 Dunlap	Parish Hall
95	McAllen	Roosevelt Elementary School	4801 S. 26th St.	Gym
96 & 72	McAllen	Rayburn Elementary	7000 N. Main	Cafeteria
97	McAllen	Seguin Elementary	2200 N. 29th St.	Cafeteria
98 & 28	Mission	Kenneth White Jr. High	1101 West Griffin Parkway	Library
99, 64 & 133	La Joya	Kika De La Garza School	5441 N. La Homa Road	Main Entrance
100 & 29	La Joya	EB Reyna Elemebtary	3 Miles W. Mission on Exp. 83	Main Entrance
101	Palmhurst	Faith Baptist Church	4301 N. Shary Road	Gym
103	Mission	Kika De La Garza Building	921 E. 12th St.	Main Entrance
105	Edinburg	B.L. Garza Middle School	1202 N. MonMack Road	Health Rms 602 & 603
106 & 52	Edinburg	Canterbury Elementary School	2821 W. Canton Road	Gym
108	Edinburg	Lincoln Elementary School	1319 E. Lovett St.	Gym
109	Edinburg	Edinburg Fire Station	212 W. McIntyre St.	Training Room
111 & 2	Weslaco	Old Weslaco City Hall	500 S. Kansas	Commissioners Chambers
112	Weslaco	NEW City Hall	255 S. Kansas	Conf. Room B/Planning Dept
113	Weslaco.	Stephen F. Austin School	514 W. 4th St.	USDA Building
114 & 71	Weslaco	St. Pius X Catholic Church	600 S. Oklahoma	Parish Hall
115	Pharr	Buckner Elementary	1001 N. Fir	Main Entrance/Lobby
116	Pharr	Nomad Shrine Club	1044 W. Nolana	Main Room
117 & 59	San Juan	San Juan Fire Station #2	2301 N. Longoria Road	Meeting Room
119 & 70	Elsa	Elsa City Fire Station	214 E. 4th St.	Meeting Room
120 & 23	Donna	Boys and Girls Club	307 Miller	Southwest Corner Room
122	Pharr	Valley View Dist. Conf. Room	6 1/2 Miles South Jackson Road	Training Room
125, 75 & 89	Mission	Salinas Elementary School	6 3/4 Miles North Conway	Cafeteria
127,126 & 44	Alamo	Franklin Elementary School	814 Birch St.	Room #17
34, 67, 124 & 141	McAllen	Milam Elementary School	3800 N. Main St.	South East Hallway

AI-10312 **11.A.**

Office Policy & Manual
CC REGULAR

Date: 07/28/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Jaime Gonzalez
Department: BUDGET & MANAGEMENT
Agenda Area: Public Defender's Office

Information

CAPTION

Request and approval of office policy and manual for the Public Defender's Office

BACKGROUND

Fiscal Impact

Attachments

Link: policy & manual

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/25/2008 08:24 AM	APRV
2	Veronica Lopez	Veronica Lopez	07/25/2008 09:13 AM	APRV
3	Auditor's Office		07/25/2008 09:32 AM	NEW
Form Started By: Monica Badillo			Started On: 07/24/2008 09:46 PM	
Final Approval Date: 07/25/2008				

HIDALGO COUNTY
PUBLIC DEFENDER'S OFFICE



Policy and Procedures Manual

(Revised July 1, 2008)

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HIDALGO COUNTY
PUBLIC DEFENDER'S OFFICE
Policy and Procedures Manual

This manual is designed to function as the working guide to the operation and utilization of the Hidalgo County Public Defender's Office (PDO). The policies and procedures outlined in this manual have been developed by the Public Defender under the guidance of the Hidalgo County Commissioner's Court Oversight Committee. These guidelines are subject to the organizational agreement between the Public Defender and the Commissioner's Court. Policies and procedures described in this manual are subject to change on an "as needed" basis as the needs and capabilities of the office and the county change.

I. PERSONNEL

Detailed job descriptions for each position in the Public Defender's office are attached as Appendix "A" to this document. The positions that are envisioned for the Public Defender's Office are:

A) Attorneys

- **a.** Chief Public Defender;
- **b.** First Assistant Public Defender; and
- **c.** Assistant Public Defender.

B) Investigation

- **a.** Chief Investigator

C) Support Staff

- **a.** Jail Intake Officer; and
- **b.** Administrative Assistant

D) Conduct/ Ethical Guidelines

As employees of attorneys, staff members are bound by the same ethical standards as attorneys. First and foremost, this includes the attorney-client privilege. Anything we learn from a client is confidential and will not be shared with anyone outside this office without the clients' permission. This includes friends and family of the client.

Secondly, all members of the PDO should be respectful of the witnesses and other parties that we come across during the course of our representation of a client. While there will be individuals who will make it difficult or impossible to do that, always go into the situation as respectfully as possible. You should also show respect to the victims who agree to speak with us. Finally, you should seek a parent or guardian's permission before speaking to a juvenile witness or victim.

E) Dress Code

The office has a business professional dress code. Women wear dresses, blouses with skirts or dress slacks, while men wear dress pants, shirts and ties.

In compliance with Hidalgo County Sherriff's Office policy, all PDO personnel visiting clients in custody at any Hidalgo County Jail facility shall wear approved uniformed clothing

(blouses/shirts with visible Hidalgo County seals and the employee's name) designating themselves as employees of the Hidalgo County Public Defender's Office.

F) Sick/ Vacation/ Cover Leave

Sick and vacation leave are to be governed under the guidelines and policies of Hidalgo County. "Cover leave" is to be governed by the PDO. Whenever an attorney or a member of the support staff are requesting leave, either sick or vacation, they will try to the best of their ability to have another attorney or support staff cover their court docket or office duties. Furthermore, a phone call shall be made to the Chief or 1st Assistant advising of the reason for the absence. A "cover request" is to be filed out, if possible, by both the employee requesting leave and the employee accepting covering duties. The "cover request" is then to be submitted to either the Chief Public Defender or 1st Assistant for approval. A copy of the "cover request" is attached as Appendix "B".

G) Outside Employment

Employees may not accept or continue outside employment that would give rise to, or the appearance of, a conflict of interest without the Chief Public Defender's approval. Employees may not accept or continue legal employment involving restricted clients (inmates/ clients, inmate's/ client's immediate families, or individuals referred by inmates/ clients or their families) or restricted defendants (state and federal governments, state agencies, cities, municipalities, and counties) or legal employment in an area of law with high potential for conflict (Deportation, Expungements, Family Law, Immigration, and Misdemeanor Appeals) without the Chief Public Defender's approval.

Employees may accept legal employment in an area of law with low potential for conflict without the Chief Public Defender's permission except when such employment gives rise to or may give rise to a conflict of interest or the appearance of impropriety. In those instances, the employee must obtain the Chief Public Defender's approval.

If the nature of an employee's outside employment changes such that it becomes, or the employee learns that it is or may be a conflict of interest to continue such employment, the employee must notify the Chief Public Defender and obtain his approval for continuing said employment.

The use of county assets in support of outside employment is strictly prohibited. This prohibition includes local and long distance telephone use and both incoming and outgoing calls. Outside employment is not to be conducted while on county time or on county property; with the exception that the use of private cell phones to contact clients or employers, courts, etc. Outside employment is allowed on county property during scheduled breaks or lunchtime.

II. TRAINING

Training is an integral part in developing personnel who can provide vigorous and zealous defense of their clients. Although all office personnel share a responsibility of providing services to the client, these needs are most keenly felt at the attorney and investigator positions. An overview of the proposed training program for these positions follows. This plan is subject to modification depending upon the skills and training already possessed by new employees.

A) Attorney Training

a. Mentoring / Training Program and Practice Guidelines

The best way of learning various aspects of criminal defense work is to observe an experienced attorney as he works. For that reason, each new attorney in the Public Defender's Office will be assigned a senior attorney to act as a mentor. The purpose of having a mentor is to give a new attorney access to someone familiar with the practice of criminal law in Hidalgo County. The mentor and the attorney will meet regularly to discuss various aspect of working as a public defender. These would include:

i. The mentor being responsible for introducing the new attorney to the judges, court personnel and other actors in Hidalgo County's criminal justice system;
ii. The mentor will show the new attorney the location of the various courts, offices and jail facilities of Hidalgo County, including jail operations and visitation;
iii. The mentor will take the new attorney to the District Attorney's Office, introduce them to the members of that office and instruct the new attorney in the interaction between the PDO and the DAO, such as viewing client files and plea negotiations;
iv. The new attorney will attend court hearings with the mentor and participate in any cases that go to trial;
v. The mentor and the new attorney will meet to discuss each other's cases with the mentor providing guidance and insight on how the new attorney should proceed on a particular case; and
vi. The mentor will be available to answer questions that the new attorney might have about various aspects of PDO procedures.

The purpose of having this program is to provide guidance and instruction to new attorneys. The mentor's role is not to handle the new attorney's caseload, but to help the new attorney understand the issues that might arise in a particular case, as well as to evaluate the options that might exist in getting the case resolved. In short, the new attorney will be responsible for the case, subject to the mentor's insight.

B) Continuing Legal Education

Under the Texas Fair Defense Act, as adopted by Hidalgo County, any attorney requesting appointments to represent indigent defendants must have at least ten (10) hours of continuing legal education in the field of criminal law each calendar year and be an active member of the State Bar of Texas to maintain eligibility to receive appointments.

The PDO will cover all expenses in sending its attorneys to CLE seminars in order to meet with appointment requirements. The PDO will also cover the expense for membership dues to the State Bar of Texas, The Hidalgo County Bar Association and the Texas Criminal Defense Lawyer's Association. The PDO also maintains a library of legal manuals and materials centering on improving trial skills, criminal procedure, mental health and immigration issues.

C) Investigator Training

The investigator will receive her training and certification under the guidelines of the National Association of Investigative Specialists (NAIS). The investigator will need to become proficient in interviewing skills, with the use of a digital camera and voice recorder, and with scene or location sketches or diagrams. The investigator will also need to review and become

familiar with common investigative manuals and procedures utilized by local law enforcement agencies to assist the attorneys in strategy planning before trial.

III. THE PRACTICE OF LAW - ASSIGNEMNT OF CASE TO INVESTIGATION

A) Assignment and Flow of Cases

In order to provide the most efficient use of resources and facilitate the speedy representation of the client, cases should be processed in the following manner. These guidelines are subject to ongoing review and change when necessary to insure that service to the client is accomplished in a timely and cost-effective manner.

a. Initial Intake

The case flow process within the Public Defender's Office begins when the notice of appointment is first received from the Indigent Defense Office. The appointment is given to the administrative assistant. She takes the information on the appointment form and opens up a case file on the computer system.

If the client is in custody, the administrative assistant makes a jail packet for the Assistant Public Defender on jail duty rotation. The packet will be generated from the following windows off the Able Term system (See Able Term Operations Manual): Hearing page, person information page, prior history menu, jail history, jail information page, jail charge / bond page, and booking photo. The jail packet will be delivered to the jail duty attorney for visitation within 24 hours.

If the client was released from custody on bond the administrative assistant will make a client packet consisting of the same information found in the jail packet.

Those packets made for "bonded – out" clients will remain in the administrative assistant's care until the D.A.'s office files criminal charges.

The administrative assistant will do daily checks of all "bonded-out" and jail cases with the D.A.'s office for criminal filings.

When a case is filed with the D.A.'s office, the administrative assistant will create a physical file that includes the case's cause or court number and the jail or client packet.

If the filing is for a client who "bonded-out," the administrative assistant will hand the physical file to the attorney handling the court where the case falls. It will be up to that attorney to do periodic checks for arraignment settings. The administrative assistant will mail a letter to those "bonded-out" clients to contact the PDO for a client – attorney interview.

b. Conflict Checks

It is axiomatic in law that a lawyer cannot effectively represent a client when there exists a conflict of interest. In criminal defense work, that conflict most often arises when you have been appointed to represent someone and you already represent the victim, a co-defendant, or adverse witness in the case. In order to avoid that situation, a conflicts check is to be conducted on each case early in the appointment process.

The administrative assistant, or the attorney assigned to the case, should enter in the names of the client, victim(s), co-defendant(s), if any, and any known witnesses into the conflict checking software. If additional victims, witnesses, etc. are later uncovered, they should also be entered into the software program to see if a conflict arises.

In the event a potential conflict is uncovered, the attorney needs to view the nature of the conflict and then make a professional judgment as to whether withdrawal is required. If in doubt, the attorney should discuss it with the Chief Public Defender or the First Assistant for guidance.

B) Establishing an Effective Attorney – Client Relationship

Establishing an effective attorney – client relationship is integral to a successful outcome in a case. When dealing with clients in this office, it is important to remember several key things. First, your client didn't pay or choose your services, you were appointed as his/her attorney. This can lead to a great deal of suspicion on the part of the client. Second, your client is in a situation that, whether he admits it or not, is frightening to him.

Both of these feelings can serve to seriously complicate having an effective attorney-client relationship, especially when they lead to hostility on the part of the client. In some cases, you will not be able to overcome these obstacles. However, in the majority of cases, it is possible to build a relationship based on a degree of trust on the client's part. Once you have accomplished that, it becomes possible to get the client to listen to your advice on the case. This is especially true in most cases. Without overcoming the client's innate skepticism of a court – appointed attorney or public defender, you will not be able to serve your client to the best of your ability.

This will seem like an obvious point, but the best way to establish an effective attorney – client relationship is to spend time communicating with your client, whether it is in the jail or over the phone. In the most serious cases, it is best to start with face-to-face contact. However, in a great many cases the client will have received the news that you are going to be representing him before you get the file. Talking to the client before you get the file is a judgment call, but remember that the client may have important information that needs to be acted on quickly. Granted, it is hard to know the value of the information when you haven't seen the file, but it might be best to err on the side of caution and speak to the client.

It is always important to remember what you are trying to accomplish: the best outcome for the client, based on the situation that exists. There are times when this will involve trying to get the client to accept that spending a long time in prison is the "best" alternative (or at perhaps the "least worst" alternative). No one wants to think about spending years of their life in prison, but if you've built an effective relationship with the client, it can be easier to convince them that your opinion on their situation needs to be taken into account.

The way to do this is to be honest with the client. If your objective evaluation of the case leads you to a conclusion that you know the client will not like, it is nonetheless your obligation to give him your opinion. You can build trust with a client by keeping the promises you make to him. The flip side of this is to not make promises that you can't keep. If you tell the client that you're going to accept his calls, accept them. If he wants a copy of the arrest affidavit, make sure it gets sent to him. Send him copies of the investigation so he knows what you know. If he's got some ridiculous offer to make to the prosecution, make sure you tell the DA about it. No attorney can promise a client an outcome of the case, but you can promise to work hard and then show the client you mean it. A little attention to the client can pay big dividends.

a. The Initial Client Interview

The initial client interview will depend in large part on the amount of information you have about the case. Unfortunately, there are going to be cases where you don't have the arrest affidavit, despite the best efforts of the support staff. If you have the arrest affidavit, you are in a better position to ask questions relevant to the case. If you don't, you'll have to try and get as much from the client as you can.

It's best to start any client interview with the same basic information, introduce yourself, assure your client that the attorney/client privilege will protect the confidentiality of anything he tells you, the charge and the possible range of punishment. Emphasize that you're doing the latter only for informational purposes and not because you think he's guilty. Tell him you just want him to know the possible consequences for someone in his position. Always interview a client

alone if possible. Family members tend to interfere with the interview process and influence the client's answers to your important questions.

Next, it can be helpful to get some general background information from the client. If he is married or not, has any children, how far he got in school, is he employed, any medical problems, etc. This can also be useful to help establish some trust on the part of the client-never forget that he didn't get to pick his attorney. All of this may account for nothing in the long term, but there's no way to know what's important at the start. Furthermore, some of this information may provide you a clue as to whether there are any mental health issues that will need to be explored in more detail.

C) Special Needs Clients (See Section 46 of the CCP)

Special needs clients are typically those who are mentally ill or mentally retarded. It is always important to be aware of the possibility that a client may be mentally ill or retarded. A clients mental health problems can affect a case in several different ways, but the two most important are sanity and competency. Sanity, of course, deals with the client's mental status at the time the offense was allegedly committed. Competency is an issue of fairness and can arise at any time. A client might be competent when you first see him, then deteriorate and become incompetent. While the Code of Criminal Procedure permits other parties to raise the issue of incompetency, as a practical matter that responsibility falls on the shoulders of the person who has the most contact with the defendant: the defense attorney. The best preparation for this is to read *Mental Illness, Your Client and the Criminal Law*. Much of the information that follows is taken from that publication which is available within the PDO's library materials.

Determining whether your client is mentally ill is not always easy. Many times, the client who is up front about hearing voices is malingering (the term of art for faking). Generally speaking, the mentally ill will seek to hide this from people around them. They will often be able to a pass a superficial interview. However, the more time you spend with the client, the more likely it is that signs of mental illness will show up. Among these can be:

a. The type and facts of the offense

i. Many of the mentally ill will not have a place to live. Consequently, crimes like criminal trespass, criminal mischief and other similar crimes may be a sign of mental illness. Obviously, this isn't always true but repeated arrests for the same thing can be a warning sign. The arrest affidavit may also yield some clues in that one that describes strange behavior on the part of the client is also suggestive of mental illness.

b. Behavioral/Physiological Clues

i. A mentally ill person, including on who is on medication, can appear slow, inattentive or sluggish. Other signs to look for are rapid eye blinking, vacant stares, tics or tremors, or unusual facial expressions. The client might be excessively uncooperative, very agitated or tense.

c. The nature of the client's conversations

i. When asking the client to relate what his version of events are, pay attention to whether he is making sense. Oftentimes, a person with mental illness will not be able to maintain a logical flow to their conversation.

d. Use of mental health terms

i. The client may refer to counselors or caseworkers, pervious treatment at Texas Tropical Health, MHMR or the State Hospital. He may mention medications that are used to treat mental illness. DO NOT IGNORE ANY OF THESE!

e. Paranoid statements

f. Speech/Language problems

i. These could include incoherence, nonsensical speech or non sequiturs. They may change the subject in mid-sentence, speak tangentially or persistently repeat themselves. They could exhibit rapid, racing speech. Some could give monosyllabic answers; others could give rambling, empty answers.

g. Memory and attention issues

i. Look for limited attention span, selective inattention on some issues or no memory. These can also be signs of head injury.

h. Inappropriate emotional tone

i. Fear and concern are natural for someone in jail or charged with a criminal offense. However, suspicion, hostility, irritability or depression might suggest mental illness. Especially note that having little or no emotion or being flat can also be a sign.

i. What to look for during the interview:

If you suspect your client has a mental illness, you need to follow up on it. As noted before, many of the mentally ill will try and hide it because they don't want to go to mental hospital or be forced to take medication. They many also fear being victimized in the jail. Others may have never been diagnosed or treated and not know they have a mental illness. Be aware that the jail environment itself can cause a client's condition to deteriorate.

If your client will discuss his history with you, you can ask directly about his condition and treatment, both past and present. Ask if they've ever been diagnosed and what kind of medications they may be taking or have taken in the past. Ask if they've ever been hospitalized for a mental health problem.

It is important to know the names of some of the state hospitals. The one most common for this area would be the one in Vernon, but others include Texas Tropical Health and Advocacy Inc. A client who has been to one of those institutions could be mentally ill.

If your client won't be forthcoming about his situation, be more tactful in your approach. Ask if they've been on medication. Did they attend special classes in school and why. Do they get disability or SSI income? Have they ever been to Texas Tropical Health?

It is important to be patient. You must speak simply and be ready to repeat the same question over and over again to get an answer. Let your client know when you don't understand. Don't let yourself get frustrated because it is important to build a relationship of trust with your client. Don't argue with your client if he says bizarre things: instead, ask them to follow up on what they've said.

j. Incompetency

If you suspect that your client is incompetent, you have an obligation to have him evaluated. It is the policy of the office that all questions of competency are resolved in favor of having the evaluation done. Competency proceedings that begin after January 1, 2004, are

governed by chapter 46B of the Code of Criminal Procedure. If you inherit a case where competency proceedings began before that date, then chapter 46 of the Code of Criminal Procedures applies.

The current motion requesting a competency evaluation is available from your Chief or 1st Assistant. Please note that you cannot request a competency evaluation while the case is still at the J.P. level. There must be an indictment or information filed in a felony case or information filed in a misdemeanor case. In felony cases, it may be possible to have the prosecutor file an information rather than waiting for an indictment. If your client is in bad shape, it may save time to ask the prosecutor about filing an information in order to get the competency evaluation started.

Once the motion is filed, the experts will have 30 days in which to conduct the examination and provide a report to the court. It may be necessary for you to become involved in the process if your client refuses to cooperate with the doctors. You may need to counsel with your client about the need for the examination or you may need to get your client to sign release forms permitting the doctors to get documentation of previous hospitalizations or treatment.

k. Ex Parte Mental Health Evaluation

There are times when it may be appropriate to file for a mental health evaluation on an ex parte basis. Typically, this will be in a case where you're concerned about whether your client is exaggerating (the term of art is "malingering") and you don't want to risk the prosecution getting this information. There may also be cases where you find the assistance of a defense expert can provide useful information. Regardless of the reason, it is appropriate to approach the trial court on an ex part basis. For more information on doing that, please see the section on "Use of Experts."

l. Articles 16.22 and 17.032 – The PR Option

Articles 16.22 and 17.032 are innovative statutes that support a growing need for diversion of appropriate individuals with mental illness and/or mental retardation from the criminal justice system through the use of personal bonds.

The first step in any evaluation for release on personal bond under Articles 16.22 or 17.032 of the Texas Code of Criminal Procedure is the simple recognition of mental illness or mental retardation. In some cases, a defendant's behavior may flag the need to pursue whether he or she has a mental illness. In other cases, jail personnel may discover during intake that a defendant's name appears on a list of prior MHMR clients.

When determining appropriateness for release on personal bond, the required recommendations regarding appropriate treatment should take the following clinical issues into account: Complexity of mental health needs; Availability of services; Willingness to accept treatment; Availability of support systems; Risk assessment; and Service planning. Motions are available from the Chief or 1st Assistant Public Defender.

D) Immigrants / Non-citizens

In addition to whatever criminal penalties may be assessed, immigrants and non-citizens face possible deportation if convicted of certain offenses. Detailed information on these is beyond the scope of this manual, but our office maintains manuals and published books that address these issues. These resources should be consulted when you run across this situation.

E) Reviewing the D.A.'s File

Once the attorney has received the case file, he or she should begin the investigation process. The assigned attorney should review the case file, including the indictment of

information and the affidavit for arrest. If the client is in jail, and a client interview has not already been conducted, the investigator or attorney should go to the jail to conduct an in-person interview. If possible, these interviews should be conducted no later than 24 hours after opening the case file.

The attorney should next arrange to go and view the DA case file. It is usually best to call or e-mail the ADA in charge of the case to arrange a time to view the file. If no file has been brought over to the DA's office, then there will be nothing to view. As a general rule, if your client is in jail and has been there for 30 days or more and the DA's office still has not received a file from the police or DPS, then you may want to file for either a PR bond or Examining trial. While there is no guarantee that you will be able to get your client released, it is about all you can do at this point to get them out of jail.

The District Attorney's Office has an "open file" policy, which means that you can review all the materials they have: police reports, lab reports, etc. Please note that you will not be allowed to photocopy the contents of the file, except for the information / indictment and client statements, although you can take notes.

F) Bond Setting and Reduction

Motions regarding bail generally fall into two categories: reducing bail or getting bail set. What motion to file depends on what you're trying to accomplish; most of the time, that's going to be asking a court to reduce your client's bail. In situations where your client is asking for a bail reduction, first look at what amount of bail he currently has. There's nothing that prevents you from asking that the bail be reduced, and it can be useful to go ahead and file the motion, particularly if you have a difficult client.

If the client's bail seems high, the next step is to ask the client how much bail he believes he can make. If the client can't make bail, you should tell him that getting his bail reduced, while possible, isn't going to get him out of jail. There are some clients who will hope that winning a series of bail reductions will ultimately lead to an amount of bail they can make. Experience will teach you that this is not the case.

In preparation for the bail reduction hearing, you should have your client contact several bail bond companies with an eye towards finding out how much they would charge for bail that the client could afford, and the best way to do this is by quoting prices from one or more bonding companies. You should also contact family members, employers, etc., who might be able to testify favorably for the client.

At the hearing, it is permissible to have the client testify for the limited purpose of the bail reduction motion without waiving his privilege against self-incrimination and in most cases, the client will have to as you will not be able to locate anyone who can testify for the client. You should prepare the client by telling him that you will be asking him questions about where he would live, employment opportunities, financial status, health problems, etc. If he has a criminal record or has had previous bond forfeitures, rest assured that the prosecutor will ask your client about it. Note also that the rules of evidence do not apply to a bail reduction hearing, although evidence from the State that denies your client the right to confront the witnesses against him is probably objectionable on that basis.

There are a few other things to note. There are a lot of myths about bail that float around the jail. No client is entitled to bail he can make, nor is he entitled to a bail reduction after 90 days in jail (this is often confused with being entitled to bail you can maker or a personal bond if the State hasn't filed an information/indictment within the legal time frame). Remember that you are under no obligation to file a motion that you believe will be waste of the court's time. Consequently, you should counsel with your client if his ideas about bail are unreasonable. The

other side of this is that filing a motion to reduce that you know is futile may help your relationship with a difficult client.

Motions to set bail are typically used in cases where a client is in jail for allegedly violating his community supervision. If the client is on deferred adjudication community supervision, his is entitled to bail as he has not yet been convicted. Some judges will set the bail at the same amount it was prior to the client being placed on deferred. Others will require a hearing. Be sure and check on the practice of the particular court that has jurisdiction over the client's case.

In cases where the client is on adjudicated community supervision, bail is at the discretion of the court. Unless the prosecutor agrees to some bail amount, you will have to file a motion and get a hearing set in order to have a chance to get bail set. Again, you can prepare for the hearing much like the bail reduction hearing. Your goal should be to give the court some compelling reasons to set bail in your client's case.

Regardless of what kind of community supervision your client is on, you should think twice about getting bail set. If the client is in on technical violations, it may be that any money he could spend on bail would be better spent at the community supervision and corrections department getting caught up on what he owes them. However, never have a client or his family pay any money to CSCD without making sure that the prosecutor will agree to dismiss the motion to revoke. If money is paid and there is no such agreement, there is no way for the family to get the money back. Never have money paid without knowing it will help the client's situation.

a. Examining Trials

A client who is charged with an unindicted felony case is entitled by statute to an examining trial. In theory, an examining trial is an opportunity to challenge the state to provide the magistrate (typically the justice of the peace) with probable cause to hold the defendant. It can also provide the defense with an opportunity to discover some aspects of the state's case, particularly the main witnesses.

However, there is usually a period of several weeks between the time you file the motion and the scheduled date for the hearing. Thus, the reality of examining trials in Hidalgo County is that it will almost certainly lead to your client being indicted. This will cut off the client's right to an examining trial since the grand jury will have already made the probable cause determination. On occasion, the prosecutor may decline to show up and the charge against your client will be dismissed. This doesn't mean the case is gone forever. The prosecutor could still present the case to the grand jury and get an indictment. Your client will then be rearrested. Given this reality, it is probably a mistake to file for an examining trial unless you have a compelling reason since few clients will be well-served by forcing the prosecution to indict them without a thorough review of the case

G) Obtaining a Plea Recommendation

It is a fact of life in criminal law practice that only a small percentage of criminal cases will go to a jury trial. The overwhelming majority are either dismissed or disposed of via plea-bargain. Your role as attorney and counselor is to make sure that your client is fully informed of the charges, the possible consequences if convicted, and any plea offers made by the District Attorney. While you are charged to counsel your client on the pros and cons of any offer, it is not your decision to make whether to accept any particular offer. With experience you will learn that clients will sometimes take plea bargains they would most likely be better off rejecting and refusing offers you believe they should accept. You must always remember that regardless of the client's decision, they are the ones who will live with the consequences so as long as you keep them informed and worked to get them the best offer possible, you have done your job.

You will find that the actual plea offers made to your clients can vary widely based upon the actual offense, your client's criminal history, and who is the prosecutor. You do not have to be best friends, or even personally like the prosecutor, but it is in your and your client's interest to maintain a cordial and professional relationship with all of the prosecutors with whom you will work. Due to the adversarial nature of our profession, it is normal for conflicts between you and the district attorney's office to occasionally arise. Just remember it is not about you, it is about the client. If you can separate the personal from the business, you will go a long way toward benefiting all your clients and making for a much better work environment.

a. Examples of Common Codes Used In Plea Recommendations

The D.A.'s "regular" probation recommendation is coded as follows: Fine + Court Costs + Days in Custody / length of probation + classes to attend + community services hours + any special conditions (Ex: $500 + CC +30/180 + AC + 40 hrs csr + MADD Classes).

The D.A.'s deferred probation recommendation is coded as follows: Fine + Court Costs + Length of probation + classes to attend + community services hours + any special conditions (Ex: $500 + CC +DA/180 + AC + 40 hrs csr + Stay Away From Victim).

The D.A.'s time served recommendation is coded as follows: Fine + Court Costs + Length of time in custody + Time in custody already spent + any special conditions (Ex: $500 + CC + 17 days Hidalgo County Jail + Credit for 17 days in Hidalgo County Jail).

Common acronyms include, but are not limited to, the following:

ABLE or AT = Able Term System;
AEC = Alcohol Education Classes;
AM = Anger Management;
CC = Court Costs;
DA = Deferred Adjudication;
DEC = Drug Education Classes;
FFW = Forfeiture of Weapon;
GIL = Guardian Interlock Device;
MADD = Mother's Against Drunk Driving Classes;
MU = Mujeres Unidas (Anger Management Classes);
PTD = Pre-Trial Diversion;
REST = Restitution Requested to Victim;
TDL = Texas Driver's License Suspension;
TPC = Theft Prevention Classes; and
UA = Urine Analysis.

III. THE PRACTICE OF LAW – FROM CASE INVESTIGATION TO TRIAL

At this point you have interviewed your client, hopefully secured his release from prison, reviewed the District Attorney's file and obtained a plea recommendation. The next step is to conduct your case investigation. An independent investigation of the facts of an alleged offense is a duty a criminal defense attorney owes to each client. Existing case law suggests that this means more than simply reviewing the prosecution's file. More importantly, it is your obligation to give the client all the information about the case that you can. Since it is ultimately up to the client to decide how to plead, the only way he can make an intelligent decision is if he has as much information as possible. It is the attorney's responsibility to provide him that information.

A) Preparing an Investigative Request – Role of the Investigator

A thorough investigation of each case assigned to the investigator is the basis of almost all the courtroom success this office has enjoyed. Without the hard work of the investigator, it

would be impossible for the attorneys to do their job effectively. Consequently, attorneys will rely on the investigator for their insight and initiative in conducting investigations.

It is the responsibility of the attorney to initiate an investigation through a written request. (Attached Appendix "C") This request should include the witnesses that need to be interviewed as well as guidance as to what kind of information the attorney is looking for; however, the investigator will need to be familiar with the case so that she can follow up on unanticipated information that the witness might have. It is entirely possible that the investigator will only have one opportunity to speak with the witness, so it's important to get as much information as possible.

Given the obligation of criminal defense attorneys to conduct an independent investigation into their client's case, the PDO attorneys are expected to utilize the investigator to conduct as thorough an investigation as practicable. However, it is important to note two things: first, that there is a finite number of cases that the investigator can handle at any one time, and two, that an investigator is not a substitute for the attorney in dealing with the client. Additionally, keep in mind that the more time the investigator has to work the case, the better the investigation will be. It is impossible for them to do their jobs if the attorney in charge waits until the last minute to initiate an investigation. With that in mind, investigators uses include, but are not limited to: Conducting the initial client interview; Interviewing victims and witnesses; Reviewing prosecution files; and Drafting subpoenas.

B) Interviewing Potential Witnesses

Interviewing witnesses is best left to the investigator, but if you need to question a witness yourself, never do it alone. If a witness tells you one thing in an interview, then testifies differently at trial, you will not be able to impeach their testimony yourself because you won't be able to testify. You will need someone, either the investigator or another attorney, to witness the conversation. By so doing, you will be able to have them testify, should it become necessary. Of course, there is nothing wrong with going with the investigator to participate in the questioning of the witness.

All interviews should be conducted in a professional and respectful manner. In almost every case, we will need to stay on good terms with the witness in order to maintain their cooperation. All interviews should be recorded, unless the witness specifically asks that it not be done. The investigator should emphasize that recording the conversation protects both sides against any false claims that might be made about what happened during the course of the interview. If the witness will still not agree, the investigator should have someone from the office at the interview.

Although it has never been an issue, the investigator is not to put themself in a situation where they might be concerned about their personal safety. The PDO represents people who are charged with serious crimes and some witnesses may be hostile or in less than safe environments. For this reason, it is important that the investigator be aware of their surroundings and formulate possible exit strategies for their own safety. The PDO does not expect any staff member to put themselves "in harm's way" for any client. If in doubt, take someone with you.

C) Issuing/Delivering Subpoenas

Subpoenas can be used in different ways. Most commonly, they are used to get a witness to come to court. The best practice is to subpoena all the witnesses you might need regardless of how willing they are to participate. If a witness tells you he will show up and then doesn't, you can have the court issue a writ of attachment, which means the sheriff's department will go looking for him, but only if there is a valid subpoena in the court's file. Having the witness under subpoena is without question the safest thing to do and protects both you and the client for a

subpoena to be valid; it must request that a witness appear on a certain date and time. There, are instances where this office uses subpoenas prior to trial. This will almost always involve records of some sort. We frequently use subpoenas duces tecum without a hearing date to attempt to get records. We are usually successful with these, but it is important to note that issuing a subpoena that requires the custodian to comply "instanter" has no validity and is subject to being quashed. Furthermore, if the party fails to comply with the subpoena, you have to wait to compel compliance. In situations like this, it might be best to have the case set for a pre trial hearing. You can then subpoena the records to the hearing. If not then, it will have to wit until the trial date.

a. Out of State Subpoenas

Criminal defendants can subpoena witnesses in other states, but the process is significantly more complicated than in-state subpoenas. It will require paperwork filed in a district court-equivalent in the state where the witness resides. It is best to start the process as soon as possible because of the length of time it can take. If you find that your need to subpoena a witness from out of state, notify the Chief Public Defender of the First Assistant as soon as possible.

D) Pre-Trial Motion Preparation

The Hidalgo County District Attorneys office has had an "open file" policy in place for several years in regards to their criminal cases. While this policy does give us large access to view the DA's file on a case, there are some limitations. In most cases, you will not be allowed to make photocopies of the information. Instead, you must hand copy the information in the file. You also may not be given actual notice of your clients' prior criminal history or the witnesses against him unless you have filed the proper requests and motions. The Hidalgo County D.A. will allow you to photocopy the complaint and any statements our client makes to law enforcement.

In all cases, the PDO maintains a set of standard "pre-trial" motions for use in practice. While these motions are generally sufficient for most cases there are some situations where additional motions may need to be filed. A comprehensive list of these motions can be obtained from the Chief Public Defender, 1st Assistant or from the Defender Data Case management System.

a. Motions to Suppress and Hearing

Suppression motions can be fruitful in a couple of different ways. First, of course, is the opportunity to exclude inculpatory evidence. Second, you can get the witnesses committed to a version of the facts. Before filing a suppression motion, consult with the Chief Public Defender or 1st Assistant to determine if there is a suppressible issue at hand.

The first decision will be whether to pursue the suppression issue pre-trial or wait to raise the issue during a trial. There are costs and benefits to each decision. If you raise the issue pre-trial and lose, the court's ruling can be appealed even if the defendant accepts a plea bargain (note that the defendant can waive that right if he signs all of the pleas paper work the District Attorney's Office typically prepares. Read it carefully and make sure the record reflects that the defendant can appeal the motion to suppress, assuming that's part of the deal). Of course, most prosecutors will not be happy about your client's appeal, so you may find him less willing to show the same kind of discretion he might in a pre-trial setting. If you lose the issue at trial, you can always raise it on appeal.

If you decide to raise the issue pre-trial, it is your responsibility to get the motion filed and a hearing set. Generally speaking, a motion to suppress evidence serves to shift the burden to the State to show that what happened was legal. Your preparation and presentation will be the key to any chance of success you might have. In cases where the defendant faces serious time, it is the best practice to go ahead and file suppression motions even though you know you're going

to lose. Its best to have those things on the record and it will protect you from future ineffective assistance claims.

b. "Case Specific" Motions – Sex Offense

Sex offenses, especially those involving allegations of abuse to a child, are among the most difficult and involved cases. It is not unusual for allegations of sexual misconduct to surface months and even years after the alleged abuse took place. The courts have also allowed a lot of flexibility in fixing a date for the alleged abuse (anytime within 10 years prior to the date alleged in the indictment), making an alibi defense a practical impossibility.

One of the first things you want to do is check if a medical evaluation by a doctor and SANE (Sexual Assault Nurse Examiner) nurse was done. They are routinely done if abuse is alleged to have occurred within the past 48 – 72 hours. If longer than that, there probably will not be an examination but you should always check to make sure. You need to be aware that in addition to the written report, there are often photos which need to be requested as well.

If the case involves allegations of abuse on a child, there will usually be an investigation by CPS. You should request these records in all cases involving children and you should request investigation information for all cases investigated by CPS involving the defendant and complainant. If there are other children residing in the household, you may want to request on them as well as their guardian and/or parent. There is a special motion on file for requesting these records since they have to be done via "in-camera" inspection. You should use this form, with whatever modifications you need to make for the specifics in your case, when requesting these records. It can oftentimes take several weeks for CPS to retrieve the records and get them to the judge and sometimes longer for the judge to review them and turn them over to you, so you need to request them as soon as the case is indicted.

Another area of action in all sex offender cases is to have them evaluated by an expert for issues like future dangerousness and possible treatment options. This motion should be filed on an ex parte basis to protect the report from discovery by the state unless and until the expert testifies. Given the severity of the sentences in this county for sex offenders, a sex offender evaluation should be done in every case. The Chief Public Defender or the First Assistant can give you names of possible experts.

Lastly, you need to make your client aware of the consequences of a conviction for a sex offense. If placed on probation, he or she will be placed on the sex offender caseload and will be subject to a whole host of special conditions and restrictions above and beyond the standard probation. These are detailed out under §42.14 of the Code of criminal procedure. You also need to make sure your client is aware of the registration requirements he or she will be subject to as well. These are found under §62.01 et al. of that Code.

E) Legal Research

Legal research as discussed in this section deals with research of the law as it affects your case. The PDO works to maintain a library that is current not only with the most recent case law, but also having practitioner manuals, legal articles and motion practice files. We also have access to Lexis/Nexis, internet sites and resources, and the Hidalgo County law library on the 1st floor of the courthouse.

Another invaluable resource is the other attorneys within the office as well as a number of the private practice criminal defense lawyers in town. Lastly, there are several excellent criminal defense associations such as TCDLA, NCDLA, and NLADA which can provide benefits to its members.

IV. THE PRACTICE OF LAW – TRIAL

A) Trial Skills

While law school prepared you for learning about the law, it probably gave you little if any experience in the "practice" of criminal law. Trial skills are an important and necessary part of being an effective criminal defense lawyer, but the reality is that most of your cases will be settled either through dismissal or plea-bargain. However, the more effective you are at trial can greatly influence the quality of plea offers you are able to obtain for your clients. With that in mind, the goal of this office is to provide you with graduated training in the various aspects of trial work.

Hidalgo County's local Indigent Defense Office gives the local judges the responsibility for deciding what kinds of cases an attorney on the appointment list can receive. It is in the best interests of Hidalgo County and the PDO for every attorney in the office to be able to handle all non-capital cases. However, in the event that a new attorney is not approved for certain categories of cases, it is the policy of the PDO to provide that attorney the opportunity to get the training and experience necessary to handle all categories of cases in a prudent and effective manner. It is important to note that no attorney's ethical responsibilities will be compromised by this training program. No attorney will be given cases that he is not prepared to handle. Conversely, no attorney will be prevented from handling a case that he is ready for.

Ideally, new attorneys in the PDO would move through a series of training steps in order to prepare for more responsibilities. However, it is the client's decision whether to take a plea bargain offer or go to a contested hearing (either a trial or a revocation hearing), making it impossible to know before hand which cases will give the attorney the required courtroom experience. This makes it impossible to have a timetable for these steps. Regardless, all new attorneys, assuming they have no previous experience, will proceed through the following steps:

a. **Observing a mentor conduct a client interview;**
b. **Reviewing a prosecutor's file in a case belonging to the mentor with the mentor;**
c. **Observing plea negotiations by the mentor;**
d. **Observing the plea hearing of the mentor's client;**
e. **Conducting an interview of his own client with the mentor present;**
f. **Conducting plea negotiations on his own case under the supervision of the mentor;**
g. **Conducting a plea hearing of his own client under the supervision of the mentor;**
h. **Participating in the preparation of a trial of the client of a mentor;**
i. **Conducting some part of the trial of the client of a mentor; and**
j. **If approved by the judge of the court, acting as lead attorney in a trial subject to the supervision of the mentor.**

Along with above steps, new attorneys will be sent to a criminal trial advocacy CLE course to go through a crash-course training program on conducting an actual trial.

Following these steps should prepare the new attorney for handling all non-capital cases. The new attorney will progress through these steps at the discretion of the mentor in consultation with the Chief Public Defender and the 1st Assistant. The steps may also be varies by the Chief Public Defender and 1st Assistant based on the experience level of the new attorney and the needs of the PDO.

B) Don't Forget the Investigator at Trial

Investigators are an integral part of the trial team. Investigators can assist at jury selection, trial notebook preparation, witness coordination and many other things that can come up during the course of the trial. Given that the investigator will have as good (or better) factual knowledge of the case, she can provide a non-lawyer's perspective on the case, which can greatly assist the attorney. For that reason, the investigator should not hesitate to bring their ideas and insight to the attorneys' attention.

V. CASELOAD ALLOCATION

The ability to provide zealous and effective representation of indigent citizens accused of crimes depends on the skill of the attorney, the quality of the support staff, adequate funding for investigators and experts, and sufficient time to adequately investigate, research and prepare the case. In order to allow sufficient time to be allocated to any individual case, the attorneys and support staff must not be responsible for representing too many clients at any one time, lest the representation of all should suffer. Counterbalancing the needs of the client is the need to be mindful of the limited resources available to the defense of indigent citizens. The caseload standards and allocation plan for fairly distributing cases amongst the attorneys of the public defender's office seeks to maximize the number of cases that can be handled by the office while still maintaining a quality defense in line with ethical and professional standards.

A) Caseload Standards

Office Caseload standards (Developed through reference to other case management standards used by public defender and legal aid offices, including the National Legal Aid and Defender Association {NLADA}. These standards may be reevaluated later based upon actual experience by the Hidalgo County Public Defender's Office.)

a. Types of Cases

i. Felonies – All degrees (No capital cases)
ii. Misdemeanors – Class A & B

b. Caseload Limits

i. 400 Cases/Year Per Attorney
ii. These standards may be modified by agreement of the Commissioner's Overnight Committee, Board of Judges, and the Public Defender's office based upon:
    1. Number and type of support personnel;
    2. Actual mix of cases;
    3. Experience and position level of attorney; and
    4. Actual experience.

c. Case tracking

i. Computer software program to track and monitor caseloads to determine most viable numbers will be implemented.
ii. Records to be kept regarding number of each grade felony and misdemeanor assigned to office will be implemented.

B) Caseload distribution and court assignments amongst attorneys

The Public Defender's office is designed to provide indigent defense services for all levels of state criminal offenses from Class B misdemeanors up to 1st degree felonies. In order to most effectively provide these services, the Public Defender will assign one attorney to each county court at law. Each attorney assigned to a county court at law will be responsible for handling any felony cases associated with their Misdemeanor clients.

The particular court assignments shall be determined by the Chief Public Defender based upon the experience of the attorneys in the office and the needs of each court. In the event the Public Defender's Office is operating with less than six attorneys, the Chief Public Defender is also free to modify these cases assignments to meet the needs of the office and the Courts.

a. District Court

i. Chief Public Defender and 1st Assistant will be assigned to all District Courts as needed.

b. Misdemeanor Court

i. Cases will be assigned to the county court at law not to an attorney;

ii. Assistant PD will be responsible for handling all stand alone misdemeanor cases in their county court at law.

VI. APPEALS

A) General Information

An appeal is the legal method used to review the validity of a conviction. Compared to the number of cases we handle, the number of appeals we actually do is very small. There are a couple of reasons for this. First, when someone pleads guilty in a plea bargain situation they give up their right to appeal except in very limited circumstances. Second, of our clients who go to trial and lose, not all of them wish to pursue an appeal. The decision to appeal is left to the client.

Every appeal is heard by a court of appeals. There are fourteen courts of appeals in Texas. The one which hears cases from Hidalgo County is in Corpus Christi. Court of Appeals must hear all the cases which come to them; they have no discretion. Once they reach a decision, the case can be appealed to the Court of Criminal Appeals, the highest court in Texas which hears criminal cases. Unlike the court of Appeals, the Court of Criminal Appeals can pick and choose which cases it will hear. When it chooses to hear a case, it grants discretionary review. For the purposes of our offices, the Court of Criminal Appeals is the highest court to which we can go.

B) How to Appeal

It is fairly easy to start an appeal. All a client has to do is give the trial court written notice that the client wants to appeal. But, like most things legal, there is more to it than that. Everything that happens in an appeal is tied to a timetable; that is, things must happen by certain dates. The timetable starts to run from the day sentence is imposed by the judge. This is not necessarily the same day the jury hands down the sentence, although it can be. Formal sentencing takes place when the judge signs a document called a judgment and sentence. No defendant is formally sentenced until the judgment and sentence is signed by the judge.

Once the judgment/sentence is signed, the timetable starts running. The first deadline comes 30 days after the J/S is signed. In that time, a decision must be made about how the appeal will proceed. Most of the time, all that will happen is that a formally, written notice of appeal

will be filed with the trial court. This must be signed by the client. You also need to make sure and filed the "Trial Court's Certification of Defendant's Right to Appeal." We also file a request for us to be appointed to handle the appeal and a pauper's oath, also signed by the client, which says that the client is too poor to pay an attorney, pay for copies of the papers filed in the case, or pay for the written version of the testimony given in court (statement of facts aka the transcript).

At the same time, we file request for two other things which are vital. First, we file a designation of the record, which is a request of the clerk (either district or county) to copy any requested documents on filed with the clerk. The items we ask for must be specifically described. Second, we file a request with the court reporter to put the testimony from the trial in written form (the statement of facts). Both of these must be done within the same 30 days period as notice of appeal. As a rule, we file everything at the same time.

Once all of this has been filed with the appropriate people, the appeal has been perfected (that is, all the proper steps have been taken). The next things that must be filed are the transcript (from the clerk) and the statement of facts (from the court reporter). These are both due 60 days after the Judgment and Sentence was signed by the judge. The transcript is usually ready within the allotted time; the court reporters need extra time. We will prepare and mail this motion and it is signed by the court reporter. Once the statement of facts is finished, it is our duty to mail to the court of appeals.

The next thing filed in the court of appeals is the brief we have written on the client's behalf. A brief contains a list of the mistakes we believe happened during the trial, and why they affected the outcome of the trial. The brief must be filed within 30 days after the statement of facts has been sent to the court of appeals. Once our brief has been filed, the state has 25 days in which to file a brief which responds to what we have alleged. Both sides may, if necessary, request extensions of time in which to file their brief.

After both briefs are filed, the case is set for submission to the court of appeals. Submission is the day the court of appeals begins to consider the briefs. Both sides may also request oral argument in the case. During oral argument, which is before the court of appeals, both sides argue their positions to the court and answer questions from the court.

With the case under submission, both sides wait until the court decides the appeal. The court may uphold the conviction (affirm the conviction), or it may overturn the conviction (reverse the conviction) and order a retrial, or it may find the evidence insufficient and order the person set free. The outcome of a reversal depends upon what kind of problems the defendant said occurred. Besides deciding the case, the court of appeals also issues and opinion, which is a written explanation of why the court reached a particular decision.

All opinions by the court of appeals are dated, and this is important because another timetable starts running. Either party can ask the court of appeals to reconsider it opinion. This motion for rehearing must be filed within 15 days after the opinion of the court of appeals. After getting the motion for rehearing, the court of appeals may overrule, which lets the original opinion stand or it may grant it and issue a new opinion, or sometimes it even asks for new briefs on another argument or point of error that was raised.

C) Court of Criminal Appeals

If you have been denied relief at the court of appeals level, the next step is to try to get the court or criminal appeals to hear the case. Once again, there is a deadline for filing such a request, which is called a Petition for Discretionary Review (PDR). The time limit for filing PDR is 30 days, and the 30 days begins to run the day the Court of Appeals issues its opinion in the case unless a motion for rehearing has been filed in the court of appeals, in which case the PDR must be filed within 30 days of the date the motion for rehearing was overruled.

A PDR is not a brief. Instead, it lists reasons why the Court of Criminal Appeals should hear the case. As noted earlier, the Court of Criminal Appeals can pick and choose which case it

will look at, so the first step is getting them interested in our case. If they refuse PDR, they are turning down the case and what we can do on an appeal is over. If they grant PDR, it means they will review the case, and we still have a chance. After review has been granted, the party seeking review has 30 days in which to file another brief. The other side must file a reply brief within 30 days of the filing of the first brief. Then the case is set for formal submission to the Court of Criminal Appeals.

It is important to note that a PDR does not get mailed directly to the Court of Criminal Appeals in Austin, instead, it goes to Ft. Worth, and a copy of the opinion of the Court of Appeals must be attached to the PDR. Also, a copy of the PDR must be mailed to the State Prosecuting Attorney (SPA), whose office is in Austin.

D) Motion for New Trial

The timetable just discussed applies to almost all cases, with one exception. In so cases a Motion for New Trial is filed in the trial court and this will puss back the start of the appeal. It only affects when the notice of appeal must be filed. A motion for new trial (MFNT) is a mini-appeal to the trial judge which lists mistakes we believed happened during the trial if the judge grants it, the case is back where it started; i.e., awaiting trial.

The MFNT trial must be filed within 30 days of the date of sentencing. The trial judge must rule on it within 75 days of sentencing. If he doesn't make a ruling, the law considers it overruled after 75 days have passed. The defendant must then file notice of appeal within 90 days of sentencing. Once notice of appeals is given, and all the other paperwork is done, the timetable runs normally.

VII. CASE MANAGEMNT/ PERFORMANCE GUIDELINES

The provision of criminal defense services is not one that easily lends itself to pure numerical analysis. While the process of determining the dollars and cents it costs to provide defense services for "x" number of cases is ascertainable, determining the actual quality of those services is more difficult. The Constitution guarantees all citizens accused of jail able offenses the effective representation of counsel. Mindful of that guarantee, the goal should be to provide a high quality of representation at a reasonable cost and not the bare minimum at lowest possible cost. While there is no one standard to determine effective representation, the Public Defender should seek to measure, to the extent possible, those items that the office and the Commissioner's Court agree provide some measure of the success in providing criminal defense services. These measurements and reports are subject to ongoing revision based upon the capabilities of the equipment available to capture the information and the determination of the parties as to what constitutes valid measurement criteria.

For more objective measurements of the PDO's performance, reports relaying the following information are under development. In the event that the computer software used by the office is unable to prepare this information, alternative reports shall be developed.

A) Effectiveness of Representation

a. Monthly case flow

i. Number of cases received;
ii. Number of cases closed; and
iii. Pending case load

b. Length of time from:

i. Arrest to appointment;
ii. Arrest to complaint signed by D.A.'s Office;

iii. Arrest to release from custody with judgment or dismissal;
iv. Appointment of case to release from custody with judgment or dismissal; and
v. Appointment to disposition of case

VII. USE OF EXPERTS

Owing to the diversity of criminal offenses that may be prosecuted, there are many situations that will arise where the attorney may be ill-equipped to zealously defend his client because of a lack of training in certain specialties. While the particular specialties required will vary from case to case, they most often will be medical, psychological or involve forensic testing in numerous areas. The cost in using such experts can vary widely depending upon the particular discipline, geographical location of the expert, and their background. Attorneys should never hesitate to try and arrange for expert assistance if truly required, but should be mindful of expense in determining who to use.

A) When is an expert appropriate?

a. Detailed policies regarding the use of and expert will be developed by Public Defender staff. For the present time, these summarized guidelines, in consultation with the Chief and First Assistant Public Defender are to be used.

b. Types of cases that experts are most likely to be of benefit:

i. Mental Illness / Competency
ii. Sex Offenses
    1. Pre-Trial Evaluation
    2. Polygraph?
iii. Injury / Assault
iv. Firearm Cases
v. Drug Analysis
vi. DWI / Intoxilyzer

c. If the state has an expert, you probably need one too.

B) **How to obtain an expert**

a. Locating potential expert witnesses

i. Referrals form other attorneys; and
ii. Referrals from professional organizations

b. Interviewing and evaluating

c. Allow sufficient time to obtain one

d. Motion to court

i. Preparation of motion;
ii. What to include; and
iii. Obtaining funds
    1. Estimating costs for evaluation;
    2. Travel;
    3. Courtroom testimony (time and travel); and
    4. Be prepared to make multiple requests for funds (i.e. once for investigation, again for testimony, etc.).

C) **How to most effectively utilize the expert**

a. **Try to use local people when qualified and available;**

b. **Work to minimize travel time; and**

c. **Assist the expert as much as possible in obtaining records or client information, to the extent applicable.**

APPENDIX A

Hidalgo County Public Defender's Office
Job Description

CHIEF PUBLIC DEFENDER

DEFINITION

Under the commissioner's court direction, is to perform legal defense work for clients needing publicly assisted representation in serious criminal cases accepted by the Public Defender, including felony and misdemeanor charges. Performs professional, management, supervisory and legal work. Responsibilities include supervising, leading, and counseling subordinate attorneys and acting as a lead counsel on the most difficult and challenging cases.

CLASS CHARACTERISTICS

The Chief Public Defender is assigned to develop legal and departmental policy and procedural guidelines, incumbents are held accountable for exercising substantial initiative, judgment and expertise in administering criminal defense programs and managing a professional staff. General policy direction is received from the Public Defender Oversight Committee and the Hidalgo County Commissioner's Court.

EXAMPLES OF DUTIES (Illustrative Only)

- Supervises the work of subordinate attorneys in felony and misdemeanor cases.
- Schedules, supervises and reviews assignments of legal assistants and investigators assigned to the operational unit.
- Establishes operational goals, objectives, policies and procedures to facilitate effective workflow.
- Instructs, assigns, reviews and plans the work of others.
- Monitors standards.
- Coordinates activities.
- Allocates personnel.
- Responsible for employee reassignments, promotions, and salary increases as appropriate.
- Authorizes, reviews, and approves Department payroll.
- Prepares and submits full cost accounting budgets; monitors expert witness expenditures.
- Responsible for planning and presenting mandated continuing legal education (MCLE) training programs in house.
- Acts as lead counsel in the most challenging, high profile cases.
- Prepares and reviews formal legal opinions.
- Makes recommendations concerning the advisability of writs and appeals.
- Advises and assists attorneys on methods of approach, tactic, and policies in resolving difficult and complex cases.

- Resolves complex legal judgment questions.
- Studies, interprets, and applies statutes, ordinances, court decisions, and legal opinions.
- Prepares and provides administrative reports.
- Assigns or assists in assigning routine felony or misdemeanor cases to attorneys.
- Acts as liaison with other criminal justice agencies or public organizations.

EMPLOYMENT STANDARDS

Juris Doctor Degree, supplemented by three (3) years of progressively responsible experience involving criminal trial services, and which includes some experience in leading, coordinating, and/or supervising professional staff.

Current active membership in the State Bar of Texas required.

KNOWLEDGE OF:

- The authority, limitations, and functions of the workings of the Public Defender's Office.
- Legal principles and practices in criminal defense, including felony and misdemeanor legal defense.
- Rules of evidence.
- Legal research methods and procedures related to the conduct of court proceedings.
- Computer applications related to the work.
- Standard legal office practices and procedures.
- Techniques for dealing with individuals of varying races, genders, ethnicities and ages, some of whom may have physical or emotional problems and who appear to be difficult, confused or hostile.
- Supervisory principles and practices

SKILL IN:

- Interviewing a variety of individuals and soliciting needed information to determine facts and circumstances.
- Developing effective defense strategies.
- Analyzing cases and applying legal principles.
- Presenting statements of law clearly and logically in written and verbal form.
- Presenting an effective defense in Court.
- Preparing clear, concise, accurate and effective legal, policy and procedural guidelines.
- Using sound independent judgment within established legal, policy and procedural guidelines.
- Communicating logically and effectively with a diverse group of clients, witnesses, Judges, law enforcement officials, other attorneys and employees of various agencies and departments.

- Demonstrating patience, tact, courtesy and compassion.
- Establishing and maintaining effective working relationships with those contacted in the course of work.
- Working cooperatively with colleagues to accomplish the policies and goals of the office.
- Organizing, coordinating and motivating a team comprised of attorneys, investigators, and legal assistant to effectively and creatively represent clients and accomplish the mission of the office.

ABILITY TO:

- Handle serious criminal cases.
- Lead a team of attorneys.
- Organize time and work accurately and swiftly under pressure.
- Work in a standard office environment.
- Use standard office and computer equipment.
- Analyze complex legal problems and effectively supervise, coach and counsel other employees in legal problem solving.
- Apply appropriate legal principles and practices and take effective courses of action.
- Communicate effectively both verbally and in written form to present statements of fact, points of law and argument concisely and logically.
- Read, comprehend and retain voluminous technical legal research.
- Analyze and make sound recommendations regarding legal and administrative matters.
- Think globally, develop goals and action plans.
- Bring people together around a common vision and set of goals.
- Prepare and maintain statistical management reports to effectively measure unit's performance.

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, employees work within a typical office and/or court setting and are frequently required to sit and talk or hear. Employees are occasionally required to use hands to finger, handle or feel objects, tools or controls, and reach with hands and arms. Employees are required to use a computer to complete work-related tasks such as scheduling staff, and other office related tasks. Employees must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK CONDITIONS

Incumbents may be required to attend meetings off-site after regular business hours, and to work alone at night and in high crime areas. Positions may also require incumbent to be on-call on a 24-hour schedule.

Hidalgo County Public Defender's Office
Job Description

FIRST ASSISTANT PUBLIC DEFENDER

DEFINITION

Under direction, the purpose of the position is to perform legal defense work for clients needing publicly assisted representation in serious criminal cases accepted by the Public Defender, including felony and misdemeanor charges. Employees perform professional, complex legal work and are responsible for acting as a lead attorney on cases; perform related work as required.

CLASS CHARACTERISTICS

The First Assistant Public Defender is the most experienced professional attorney. The First Assistant is expected to perform supervisory and leadership functions and demonstrate excellent legal and courtroom skills. The First Assistant is expected to handle the most serious, complex and high profile cases, including acting as a lead attorney on trial cases. The First Assistant is expected to have extensive experience handling caseloads in a wide range of assignments within the Public Defender's Office and may also have assisted in the development and implementation of department policies and procedures.

EXAMPLES OF DUTIES (Illustrative Only)

- Supervise personnel; instruct, assign, review and plan work of others; monitor standards; coordinate activities; allocate personnel.
- Investigate cases.
- Interview clients and witnesses.
- Visit crime scenes, jails, prisons, and case related sites.
- Obtain documents by subpoena and other discovery methods.
- Identify any affirmative or *de facto* defenses and tactical procedural choices for clients.
- Negotiate with prosecutors, probation officers and judges.
- Research, prepare, file, present and argue motions.
- Prepare cases for court, and conduct trials.
- Advocate for leniency or alternatives at sentencing hearings.
- Provide misdemeanor and other case representation including arraignments, pleas, legal motions, jury trials, and post-judgments hearings.
- Screen for potential conflicts of interest.
- Provide narrative, descriptive entries in client files of opinions, impressions, and facts collected.
- Prepare concise, thorough investigation request for in-depth follow-up.
- Meet with investigators to monitor the progress of investigation.
- Negotiate with the District Attorneys and others involved in the court process.

- Advise clients on settlement offers, options, and potential for success at trial or other dispositions of cases.
- Advise clients of the constitutional rights waived by pleading guilty and the potential direct and collateral consequences of a guilty plea.
- Select a jury, examine and cross-examine witnesses, draft and argue jury instructions and argue the case to the jury.
- Staff the pleas, hearing settings and hearings assigned to the Court calendar.
- Advise non-citizen clients of the specific immigration consequences of criminal convictions.
- Respond to telephone calls from non-clients and walk-in customers, including private attorneys seeking advice and counsel.
- Direct the work of legal assistants and interns.
- Provide referrals for counseling, parenting classes, anger management, substance abuse treatment, low cost medical care, emergency shelter, bus schedules and fares.
- Conduct financial and factual intake interviews of prospective clients.

MINIMUM EMPLOYMENT STANDARDS

Juris Doctor degree or equivalent
Current active membership in the State Bar of Texas
Two (2) years of progressively responsible experience involving legal work as a criminal attorney or equivalent combination of training and experience.
Demonstrated ability to handle the most complex criminal cases, including acting as team leader in the preparation and presentation of cases involving the work of other attorneys, investigators, and support staff. Demonstrated leadership and supervisory ability.

Skill in

- Interviewing a variety of individuals and soliciting needed information to determine facts and circumstances
- Developing effective defense strategies
- Analyzing cases and applying legal principles
- Presenting statements of law clearly and logically in written and verbal form
- Presenting an effective defense in court
- Managing an assigned caseload
- Preparing clear, concise, accurate and effective legal, policy and procedural guidelines
- Using sound independent judgment within established legal, policy and procedural guidelines
- Communicating logically and effectively with a diverse group of clients, witnesses, judges, law enforcement officials, other attorneys and employees of various agencies and departments
- Demonstrating patience, tact, courtesy and compassion
- Establishing and maintaining effective working relationships with those contacted in the course of work

- Working cooperatively with colleagues to accomplish the policies and goals of the office.

Ability to

- Personally represent clients in serious criminal and complex Public Defender cases
- Supervise a team of attorneys or others on staff
- Be on call 24 hours per day for emergencies
- Serve leadership roles on special committees inside and outside the office
- Work accurately and swiftly under pressure

Physical Demands

The physical demands and work environment 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 works within a typical office and/or court setting and is frequently required to sit and talk or hear. The employee is occasionally required to use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Hidalgo County Public Defender's Office
Job Description

ASSISTANT PUBLIC DEFENDER

DEFINITION

Performs legal defense work for clients needing publicly assisted representation in criminal cases accepted by the Public Defender. Employees perform professional legal work and are responsible for providing counsel on appropriate responses to legal actions, for thoroughly preparing assigned cases and clients for trial, providing legal advocacy, representing the County and acting as a legal resource person, and performing related work as required.

CLASS CHARACTERISTICS

Working under general supervision, employees in this class exercise considerable independent judgment and initiative in all areas of criminal defense work. Assistant Public Defenders appear in court daily in both felony and misdemeanor cases in all court levels.

EXAMPLES OF DUTIES (Illustrative Only)

The list of examples of duties, knowledge, skills, and abilities as outlined herein, is intended to be representative of the tasks typically performed. It is not necessarily descriptive of any one position. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

All Assignments:

- Investigates cases.
- Interviews clients and witnesses.
- Visits crime scenes, jails, prisons, and case related sites.
- Obtains documents by subpoena and other discovery methods.
- Identifies any affirmative or *de facto* defenses and tactical procedural choices for clients.
- Negotiates with prosecutors, probation officers and judges.
- Researches, prepares, files, presents and argues motions.
- Prepares cases for court, and conducts trials.
- Advocates for leniency or alternatives at sentencing hearings.
- Provides misdemeanor and other non-complex case representation including arraignments, pleas, legal motions, jury trials, and post-judgments hearings.
- Screens for potential conflicts of interest.
- Provides narrative, descriptive entries in client files of opinions, impressions, and facts collected.
- Prepares concise, thorough investigation request for in-depth follow-up.
- Meets with investigators to monitor the progress of investigation.

- Negotiates with Assistant District Attorneys and others involved in the court process.
- Advises clients on plea offers, options, and potential for success at trial or other dispositions of cases.
- Advises clients of the constitutional rights waived by pleading guilty and the potential direct and collateral consequences of a guilty plea.
- Selects juries, examines and cross-examines witnesses, drafts and argues jury instructions and argues cases to the jury.
- Staffs the pleas, hearing settings and hearings assigned to the Court calendar.
- Advises non-citizen clients of the specific immigration consequences of criminal convictions.
- Responds to telephone calls from non-clients and walk-in customers, including private attorneys seeking advice and counsel.
- Conducts factual intake interviews of prospective clients.

EMPLOYMENT STANDARDS

Juris Doctor degree or equivalent
Current active membership in the State Bar of Texas.

KNOWLEDGE OF:

- Criminal law and aspects of criminal law related to Public Defender work.
- Rules of evidence, procedure, and substantive law.
- Legal principles and research methods.
- State and local laws and ordinances.
- Legal research methods.
- Preparation of briefs.
- Computer applications related to the work.
- Standard legal office practices and procedures.
- The duties, powers and limitation of the Public Defender's Office.
- Techniques for dealing with individuals of varying races, genders, ethnicity and ages, some of whom may have physical or emotional problems and who appear to be difficult, confused or hostile.

ABILITY TO:

- Interview a variety of individuals and solicit needed information to determine facts and circumstances.
- Develop effective defense strategies.
- Analyze cases and applying legal principles.
- Present statements of law clearly and logically in written and verbal form.
- Present an effective defense in court.
- Manage an assigned caseload.
- Prepare clear, concise, accurate and effective legal, policy and procedural guidelines.
- Use independent judgment within legal, policy and procedural guidelines.

- Communicate logically and effectively with a diverse group of clients, witnesses, judges, law enforcement officials, other attorneys and employees of various agencies and departments
- Demonstrate patience, tact, courtesy and compassion.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Work cooperatively with colleagues to accomplish the policies and goals of the office.
- Recognize and evaluate approaches to situations of a potentially sensitive nature.
- Analyze legal principles and precedents and to apply them to complex factual legal problems.
- Present statements of fact, law and argument clearly and logically in written and oral form.
- Draft opinions, pleadings, and briefs.
- Work accurately and swiftly under pressure.
- Travel to locations within and outside of the County to interview individuals, gather information, attend training sessions and other job related meetings.
- Use standard office equipment, including computers and information systems utilized in the performance of the work.
- Work in a standard office environment.
- Keep detailed and accurate records.
- Compose and disseminate correspondence as required.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands and work environment 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 works within a typical office and/or court setting and is frequently required to sit and talk or hear. The employee is occasionally required to use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Hidalgo County Public Defender's Office
Job Description

INVESTIGATOR

DEFINITION

Under direction, to interview witnesses, clients and victims in the conduct of investigations; to obtain, preserve, record and analyze evidence for the defense of clients represented by the Public Defender's Office; and to do other work as required.

LEVEL SUMMARY

The Investigator is expected to exercise a high degree of initiative and independent judgment in securing information while conducting complex investigations of felony and misdemeanor charges. This classification series is required to be available for 24 hour on-call assignments.

FUNCTION

- Plans, directs and conducts investigations to support the legal defense of a wide variety of criminal cases including felony and misdemeanor charges.
- Establishes and maintains informant contacts to develop information relevant to cases.
- Conducts surveillance stakeouts as necessary.
- Identifies, locates and interviews clients to gather financial and factual statements for screening and intake purposes, witnesses, complainants, law enforcement officials and representatives of other agencies to gather information on events surrounding cases.
- Contacts and maintains liaison with outside agencies and expert witnesses as reference resources for potential testimony in highly specialized fields.
- Locates, obtains, evaluates and preserves documentary evidence from a variety of sources.
- Confers with attorneys on points of law and procedure.
- Writes and dictates reports of contacts and findings including statements, scene descriptions and analysis of physical evidence.
- Appears as a witness and testifies at trials, hearings and motions.
- Participates in training sessions.
- Operates and maintains a variety of photographic, tape, graphic and projection equipment.
- Prepares, presents, and maintains records and reports.

EMPLOYMENT STANDARDS

Three years of substantial criminal investigative experience, paralegal experience, or related education, training and/or investigative experience which provides the knowledge and skill requirements.

KNOWLEDGE

- Techniques, principles and methods used in criminal investigations.
- Methods and techniques of screening, evaluating and preparing evidence and exhibits for trials, i.e., laboratory procedure incident to the investigation of a crime including ballistics, toxicology, fingerprint comparison, chemical substance identification, and homicide pathology.
- Texas Penal Code and the Constitution, i.e., laws of arrest, rights of citizens, rules of evidence and court procedures.
- Various resources available in locating individuals.
- Mental defenses to a crime such as diminished capacity and legal insanity, including general knowledge of the subject of psychology, and psychological testing.
- The criminal justice system, state department of corrections and related agencies.

ABILITY TO:

- Keep accurate notes and records.
- Prepare and present clear, concise and comprehensive reports.
- Read and understand legal codes and cases and technical material in such disciplines as medicine, physical and social sciences.
- Obtain information through interview and interrogation.
- Assess the creditability of witnesses.
- Gather and analyze facts and evidence, and draw valid conclusions.
- Adjust to workload changes and work under stress to meet deadlines.
- Organize and prioritize workload to manage cases efficiently.
- Testify in court in a direct, clear and concise manner.
- Establish and maintain effective working relationships with attorneys, representatives of other agencies, clients, the public and co-workers.
- Ability to diagram to scale crime scene and to draft charts or other diagrams required for forensic use.
- Skill to operate photographic, recording and graphic equipment is desirable.

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 frequently required to walk, sit and talk or hear.

TOOLS AND EQUIPMENT USED

Personal computer, including word processing and data base software; calculator; copy and fax machine; phone; mobile or portable radio; various photographic, tape, graphics and projection equipment. Requires hand - eye coordination necessary to operate computers and various pieces of office equipment.

WORK ENVIRONMENT

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

Work is performed in office settings and in the field. Investigations may require incumbents to work alone at night and in high crime areas, maintain confidentiality of information and documents related to cases. Willingness to attend meetings after regular business hours.

Hidalgo County Public Defender's Office
Job Description

JAIL INTAKE OFFICER

DEFINITION

Under general supervision, to interview clients that in custody and to provide a variety of complex and technical legal document preparation and other secretarial support to attorneys, which are often confidential and may include the use of problem solving skills and independent decision-making; and to perform related work as assigned.

CHARACTERISTICS

Successful performance of the work requires a wide knowledge of legal documents, formats, terminology and, depending upon assignment, either criminal justice or court office practices and procedures.

EXAMPLES OF DUTIES (Illustrative Only)

Regardless of assignment:

- Interview clients that are incarcerated in the county jail and determine their general contact information, the reason for their arrest, bond release information and to determine the client's eligibility for reduction in bond.
- Prepare motion to reduce bonds for delivery to the magistrating judge and/or to prepare Writ of Habeas Corpus motions for filing at the county clerk's office.
- Working within critical deadlines, word processes a variety of legal documents, which may include pleadings, motions, orders, warrants, petitions, subpoenas, complaints and information, witness lists, jury instructions, voir dire questions, verdict forms, reports, general correspondence and other materials from drafts, notes, verbal instructions, prior documents and dictated tapes.
- Proofreads and edits drafts and completed materials for format, accuracy, grammar, spelling, punctuation, English usage and consistency.
- Performs a variety of general office support work on a relief or as-needed basis, including maintaining accurate records and files and providing coverage for other assignments.
- Uses a variety of office equipment such as computer terminals, printers, scanners, and copy reproduction and FAX equipment as well as standard office software such as word processing, spreadsheet and database applications.
- Provides a variety of support to attorneys, tracking and ensuring that all documents have been prepared and processed and appropriate actions taken in a timely manner; prepares periodic spreadsheets to track status of cases.
- Verifies case law and code citations and quotations found in motions and other documents, using the law library.
- Coordinates the scheduling of appointments between attorneys of the Public

Defender's and District Attorney's Offices.
- Obtains and maintains records regarding prior convictions for clients.
- May assist with compilation of statistical data.

EMPLOYMENT STANDARDS

Any combination of education and experience that would provide the knowledge and skills listed. Typically, equivalent to Two years of experience in processing legal documents in a court, criminal justice or legal office setting.

KNOWLEDGE OF:

- Legal office and criminal justice system terminology, forms, documents and procedures.
- The standard format for a variety of legal documents and forms, including briefs, motions, opinions, subpoenas and warrants.
- Policies and procedures related to the department and specific function to which assigned.
- The use of specified computer applications involving word processing and standard report generation.
- Business arithmetic.
- Standard office practices and procedures, including filing and the operation of standard office equipment.
- Record keeping principles and practices.
- Correct business English, including spelling, grammar and punctuation.

SKILL IN:

- Independently preparing a variety of legal documents and forms.
- Being flexible and able to competently perform in a variety of assignment areas.
- Editing and reviewing for accuracy, format and correct English usage technical and complex legal and court documents.
- Using applicable legal office terminology, forms, documents and procedures in the course of the work.
- Using sound independent judgment in following and applying appropriate laws, codes, regulations, policies and procedures.
- Performing detailed legal office support work.
- Maintaining accurate legal office files.
- Composing correspondence or documents independently or from brief instructions.
- Organizing own work, setting priorities, working in a high volume setting and meeting critical deadlines.
- Establishing and maintaining effective working relationships with those contacted in

the course of the work.

- Word processing materials from standard printed copy at a net rate of 50 words per minute.

PHYSICAL DEMANDS

Mobility to work in a typical office or courtroom setting and use standard office equipment, strength to lift files weighing up to 15 pounds, vision to read printed materials and a computer screen, and hearing and speech to communicate in person and over the telephone.

Hidalgo County Public Defender's Office
Job Description

ADMINISTRATIVE ASSISTANT

DEFINITION

Under general supervision, to provide a variety of complex and technical legal document preparation and other secretarial support to attorneys, which are often confidential and may include the use of problem solving skills and independent decision-making; and to perform related work as assigned.

CHARACTERISTICS

Successful performance of the work requires a wide knowledge of legal documents, formats, terminology and, depending upon assignment, either criminal justice or court office practices and procedures.

EXAMPLES OF DUTIES (Illustrative Only)

Regardless of assignment:

- Working within critical deadlines, word processes a variety of legal documents, which may include pleadings, motions, orders, warrants, petitions, subpoenas, complaints and information, witness lists, jury instructions, voir dire questions, verdict forms, reports, general correspondence and other materials from drafts, notes, verbal instructions, prior documents and dictated tapes.
- Proofreads and edits drafts and completed materials for format, accuracy, grammar, spelling, punctuation, English usage and consistency.
- Performs a variety of general office support work on a relief or as-needed basis, including maintaining accurate records and files and providing coverage for other assignments.
- Uses a variety of office equipment such as computer terminals, printers, scanners, and copy reproduction and FAX equipment as well as standard office software such as word processing, spreadsheet and database applications.
- Provides a variety of support to attorneys, tracking and ensuring that all documents have been prepared and processed and appropriate actions taken in a timely manner; prepares periodic spreadsheets to track status of cases.
- Verifies case law and code citations and quotations found in motions and other documents, using the law library.
- Coordinates the scheduling of appointments between attorneys of the Public Defender's and District Attorney's Offices.
- Obtains and maintains records regarding prior convictions for clients.
- May assist with compilation of statistical data.

EMPLOYMENT STANDARDS

Any combination of education and experience that would provide the knowledge and skills listed. Typically, equivalent to Two years of experience in processing legal documents in a court, criminal justice or legal office setting.

KNOWLEDGE OF:

- Legal office and criminal justice system terminology, forms, documents and procedures.
- The standard format for a variety of legal documents and forms, including briefs, motions, opinions, subpoenas and warrants.
- Policies and procedures related to the department and specific function to which assigned.
- The use of specified computer applications involving word processing and standard report generation.
- Business arithmetic.
- Standard office practices and procedures, including filing and the operation of standard office equipment.
- Record keeping principles and practices.
- Correct business English, including spelling, grammar and punctuation.

SKILL IN:

- Independently preparing a variety of legal documents and forms.
- Being flexible and able to competently perform in a variety of assignment areas.
- Editing and reviewing for accuracy, format and correct English usage technical and complex legal and court documents.
- Using applicable legal office terminology, forms, documents and procedures in the course of the work.
- Using sound independent judgment in following and applying appropriate laws, codes, regulations, policies and procedures.
- Performing detailed legal office support work.
- Maintaining accurate legal office files.
- Composing correspondence or documents independently or from brief instructions.
- Organizing own work, setting priorities, working in a high volume setting and meeting critical deadlines.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.
- Word processing materials from standard printed copy at a net rate of 50 words per minute.

PHYSICAL DEMANDS

Mobility to work in a typical office or courtroom setting and use standard office equipment, strength to lift files weighing up to 15 pounds, vision to read printed materials and a computer screen, and hearing and speech to communicate in person and over the telephone.

APPENDIX B

Hidalgo County Public Defender's Office

Absence Form

Employee Name: _____ Date of Request: _____
(PRINT)

Reason for Leave Request: _____

_____

It is my understanding that failure to return on the above date or failure to notify the County that I wish an extension can result in my separation from the County.

_____ _____
(Social Security #) Employee Signature

_____
Department Head Signature

Remarks:_____

I, _____, hereby agree to cover any and all duties assigned to the above named employee in his/her absence.
(Printed Name of Employee Covering Absence)

_____ _____
Date **Signature**

APPENDIX C

Request for Investigative Procedures

Case # : _____ Offense: _____

Defendant's Name : _____ Date: _____

Address: _____ City: _____

State: ___ Zip: ___ D.O.B.: _____ Age: ___

Name of Attorney Making Request

ACKNOWLEDGEMENT FORM

Hidalgo County Public Defender's Office

_____
Date

I, _____, have read, understand and received a copy of the Hidalgo County Public Defender's Office Policy and Procedure Manual and understand I am expected to abide by the said policy.

Signature:_____

Social Security #:_____

AI-10313 **11.B.**

membership dues

CC REGULAR

Date: 07/28/2008

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Public Defender's Office

Information

CAPTION

Request and approval to pay the Defender Program Membership Subscription Fee in the amount of $1,100 to the National Legal Aid & Defender Association (NLADA) for office personnel: (6) Attorneys, (1) Investigator, and (2) Support Staff.

BACKGROUND

NLADA is the nation's leading advocate for front-line attorneys and other equal justice professionals - those who make a difference in the lives of low-income clients and their families and communities. Representing legal aid and defender programs, as well as individual advocates, NLADA is proud to be the oldest and largest national, nonprofit membership association devoting 100 percent of its resources to serving the broad equal justice community

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1282-412-30-085-001-8-810

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

BUDGETARY IMPACT:

Available balance as of 07/25/08 $1,228.00

Attachments

Link: affidavit

Link: Membership Application

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/25/2008 08:24 AM	APRV
2	Veronica Lopez	Veronica Lopez	07/25/2008 09:21 AM	APRV
3	Auditor's Office		07/25/2008 09:32 AM	NEW

Form Started By: Monica Badillo Started On: 07/24/2008 10:01 PM

Final Approval Date: 07/25/2008

TO THE COUNTY AUDITOR

AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Jaime E. Gonzalez, do hereby state that my membership in the National Legal Aid & Defender Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official / employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 7/9/08

TITLE: CHIEF

Before me Lurin Yvette Pacheco, a Notary Public, appeared Jaime Gonzalez, and on his / hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(S

LURIN YVETTE PACHECO
Notary Public, State of Texas
My Commission Expires
November 14, 2009

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	**LGC § 113.064(b)**
AUTHORITY TO PAY MEMBERSHIP DUES:	**LGC § 89.002**

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

_____
DEPARTMENT HEAD APPROVAL

NATIONAL LEGAL AID & DEFENDER ASSOCIATION

DEFENDER PROGRAM MEMBERSHIP FORM

Please provide the information requested below and return your completed membership form with appropriate payment to: NLADA, PO Box 79083, Baltimore, MD 21279-0083. Questions should be directed to Member Services at (202) 452-0620, ext 234 or 215.

CONTACT DATA:

Organization HIDALGO COUNTY PUBLIC DEFENDER'S OFFICE

Contact Name JAIME E. GONZALEZ Title CHIEF PUBLIC DEFENDER

Address 100 E. CANO, SUITE 206

City EDINBURG State TX Zip 78539

E-mail JIMMY.GONZALEZ@CO.HIDALGO.TX.US Website WWW.CO.HIDALGO.TX.US

Fax (956) 292-7049 Work Phone (956) 292-7040

BUDGET INFORMATION – (We cannot process your application without this information.)

Year: 2008

Total Annual Budget: $ 669,931.00

Funding Sources: HIDALGO COUNTY & TEXAS TASK FORCE ON INDIGENT DEFENSE

ORGANIZATIONAL DATA

Please indicate the number of staff at your organization (all offices) in the categories below:

Attorneys: 6

Other Staff: 3

Total Staff: 9

OFFICE INFORMATION:

What percent of your clients are indigent? 100% Do you charge indigent clients for services? NO

Types of cases handled (check all that apply): ☐ Felony ☒ Misdemeanor ☐ Juvenile ☐ Capital ☐ Appeals ☐ Mental Competency ☒ Habeas Corpus ☐ Post-Conviction ☐ Other: _____

Type of office (check all that apply): ☒ Public Defender: ☐ Statewide ☒ County ☐ Judicial District ☐ Federal ☐ City ☐ Local ☐ Appellate ☐ Private Contract ☐ Assigned Counsel ☐ Private Practice ☐ Social Service Organization ☐ Pro Bono ☐ Law Clinic ☐ Other: _____

MEMBERSHIP SUBSCRIPTION FEES:

Select budget range below to determine annual program fee

Budget of Program	Full Program Fee
☐ Up to $200,000:	$220
☐ $200,001 - $400,000:	$440
☐ $400,001 - $600,000:	$770
☐ $600,001 - $1,000,000:	$1,100
☐ $1,000,001 - $1,500,000:	$1,925
☐ $1,500,001 - $2,000,000:	$2,750
☐ $2,000,001 - $5,000,000:	$3,575
☐ $5,000,001 - $10,000,000:	$4,125
☐ $10,000,001 or more:	$4,375

PAYMENT INFORMATION:

☐ Check enclosed (payable to NLADA) in the amount of $_____ ☐ Purchase Order Enclosed

☐ Charge to: ☐ Visa ☐ MasterCard Card #:_____ Exp. Date:_____

Signature: _____ Name on Card: _____

BRANCH OFFICE/ADDITIONAL CONTACTS INFORMATION:

Full Program members can designate additional contacts (such as deputy chiefs) and branch offices to receive NLADA program member mailings. Please complete information below and/or attach a program roster as a separate page and return with your completed Membership Form. Please be sure to include available e-mail addresses for all contacts. Please photocopy this form as needed.

All Branch Office/Additional Contacts will receive NLADA program member mailings.

Branch Office Name N/A

Managing Attorney (or key contact) _____

Address _____

City _____ State _____ ZIP _____

E-mail _____ Telephone _____ Fax _____

Number of attorneys at this branch: _____

Branch Office Name _____

Managing Attorney (or key contact) _____

Address _____

City _____ State _____ ZIP _____

E-mail _____ Telephone _____ Fax _____

Number of attorneys at this branch: _____

Branch Office Name _____

Managing Attorney (or key contact) _____

Address _____

City _____ State _____ ZIP _____

E-mail _____ Telephone _____ Fax _____

Number of attorneys at this branch: _____

SIGN & SUBMIT PAYMENT:

JAIME E. GONZALEZ — Chief Defender/Director

7/1/08 — Date

Signature

❒* **New Program Member:** The above organization hereby applies for a Defender Program Membership in the National Legal Aid & Defender Association. We understand that membership in good standing entitles us to all NLADA membership services, including eligibility for the NLADA Insurance Program. We are enclosing a brief description of our organization and other relevant material about our operations (i.e. Annual Report). ** Defender Program Membership in NLADA is subject to final approval by the Board of Directors.*

Please make check payable to NLADA and mail to:

NLADA · PO Box 79083
Baltimore, MD 21279-0083

Questions? Contact us at: 202-452-0620, ext. 234 or 215 · Send e-mail to: membership@nlada.org
FAX 202-872-1031 · www.nlada.org

AI-10315 **12.A.**

Replacement of Cellular Phone
CC REGULAR

Date: 07/28/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Agenda Area: Planning Department **Purchasing only:** IT Department

Information

CAPTION

Pursuant to Hidalgo County Telephone Policy, presentation for consideration, acceptance and approval of Cellular Request Form (for the upgrade of equipment for the following elected official(s), department head(s), program director(s) and employee(s).

Department Head:	Name of Employee:	Equipment Type:	Monthly Plan Cost:	Type of Plan:
Planning	Raul E. Sesin	Blackberry 8830	$99.99	Simply Everything Plan

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-419-10-210-001-0-532
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $4,737.61 as of 7/25/08.

Attachments

Link: back-up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/25/2008 08:27 AM	APRV
2	Dale Kennan	Dale Kennan	07/25/2008 09:25 AM	APRV
3	Auditor's Office		07/25/2008 09:32 AM	NEW

Form Started By: Angela Garcia — Started On: 07/25/2008 07:47 AM

Final Approval Date: 07/25/2008

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Phone and service (NEW)
☐ Phone and service (Porting/Existing number: 956-___-____)
☐ Plan change
☐ User Name Change
☐ Delete Service
☒ Other Replacing ic502phone with a blackberry 8830

Existing Phone number (956)239-2105

(2) Requesting employee/position: Raul E. Sesin, Planning Administrator

Employee ID #: 101796 Office: Planning **Budget Acct. #:** 8-1100-419-10-210-001-0-532

(3) Type of duties:

☒ Offsite duties ☒ On-call duties ☐ Law Enforcement ☒ Emergency Response ☐ Other: _____

(4) Describe how cell phone will be used: County Business, communication via e-mail with Developers, Engineers, County Offices, etc.

(5) Anticipated usage in minutes per month (check only one):

Sprint	☑ Other	☐ BE1000	☐ Data Plan	☐ Equipment Type	☐ Equipment Cost
Plan Cost	$ 99.99	$55.00	$55.00		$

(6) Will phone be used outside of the County of Hidalgo Yes. If yes indicate where and how frequently
3 times a year

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger ✓ Carrying case ✓ Extra battery _____ Other: _____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense N/A

Department Head / Elected Official

↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑
	RAUL E. SESIN	7/16/08

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page.
V5 – modified 3/12/2008

AI-10232 **13.A.**

Membership Dues
CC REGULAR

Date: 07/28/2008
Submitted By: Yolanda Agado, AUDITOR'S OFFICE
Submitted For: Ray Eufracio
Department: AUDITOR'S OFFICE
Agenda Area: Auditor's Office

Information

CAPTION

Request approval to pay 2008-2009 AICPA (American Institute of Certified Public Accountants) dues for Raymundo Eufracio in the amount of $200.00.

BACKGROUND

The American Institute of Certified Public Accountants is the national, professional organization for all Certified Public Accountants. Its mission is to provide members with the resources, information, and leadership that enable them to provide valuable services in the highest professional manner to benefit the public as well as employers and clients. Dues for each fiscal year include subscriptions to: Journal of Accountancy and The CPA Letter.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-21-170-001-0-810
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 07/17/08 $1,050.00

Attachments

Link: AICPA 2008-2009 Membership Dues for County Auditor

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/17/2008 09:56 AM	APRV
2	Veronica Lopez	Veronica Lopez	07/17/2008 10:51 AM	APRV
3	Auditor's Office		07/25/2008 09:32 AM	NEW

Form Started By: Yolanda Agado — Started On: 07/17/2008 09:14 AM

Final Approval Date: 07/25/2008

COUNTY OF HIDALGO
COUNTY AUDITOR'S OFFICE
COMMISSIONERS' COURT AGENDA REQUEST FORM

No: _____

DATE: July 9, 2008 MEETING DATE REQUEST: July 22, 2008

DEADLINE FOR ACTION: A.S.A.P. CONTACT PERSON: RAYMUNDO EUFRACIO

DEPARTMENT: AUDITOR'S OFFICE PHONE: (956) 318-2511 FAX: (956) 318-2577

RAYMUNDO EUFRACIO, COUNTY AUDITOR

CAPTION: **REGULAR AGENDA**

Request approval to pay 2008-2009 AICPA (American Institute of Certified Public Accountants) dues for Raymundo Eufracio in the amount of $200.00

BACKGROUND: **(Briefly summarize your request, if needed use separate sheets or attach supporting documentation.)**

The American Institute of Certified Public Accountants is the national, professional organization for all Certified Public Accountants. Its mission is to provide members with the resources, information, and leadership that enable them to provide valuable services in the highest professional manner to benefit the public as well as employers and clients.

Dues for each fiscal year include subscriptions to: *Journal of Accountancy* and *The CPA Letter*.

BUDGETARY IMPACT: **$0**

PLEASE INITIAL FOR APPROVAL:

LEGAL COUNCIL: _____ BUDGET: _____ HUMAN RESOURCES: _____

DEPT/FUND NO: _____ AMT EXPENDED: _____ FUNDS/STAFFING BUDGETED: Yes_____ No _____

ACCOUNT CODE: _____ IMPACT ON FUTURE BUDGET: YES _____ No _____

COMMENTS:

ACTION TAKEN BY COMMISSIONERS' COURT:

APPROVED ON: _____ (DATE) TABLED ON: _____ (DATE) DENIED ON: _____ (DATE)

MOTION MADE BY: _____ SECONDED BY: _____ VOTE: _____

AICPA

2008–2009 DUES NOTICE

AICPA MEMBERSHIP YEAR
AUGUST 1, 2008 – JULY 31, 2009

BILLING DATE:	June 16, 2008
PAYMENT DUE DATE:	August 1, 2008
MEMBER NUMBER:	01546751

01546751
Hidalgo County Auditor's Office
Raymundo Eufracio
PO Box 689
Edinburg, TX 78540-0689

CURRENT AICPA MEMBERSHIP RECORD

DESCRIPTION	AMOUNT BILLED
AICPA Institute Membership	200.00
Voluntary Contributions:	
AICPA PAC Contribution	25.00
Benevolent Fund Contribution	10.00
AICPA Foundation/Minority	30.00
TOTAL ▶	265.00

CONTRIBUTIONS: AICPA dues may be deducted as a business expense but not as a charitable contribution. 4% of net dues are not deductible in accordance with IRC Sec. 6033. Contributions to the AICPA Foundation and the Benevolent Fund are tax-deductible as charitable contributions. See reverse for information on restrictions that apply to contributions to the AICPA PAC.

ONLINE: INDIVIDUALS ONLY (credit card)
www.aicpa.org/MyAccount *(see enclosed Chase offer!)*

METHODS OF PAYMENT

BY MAIL:
MEMBER PAYING FOR SELF *OR*
EMPLOYER PAYING FOR ONLY ONE MEMBER
(Check or Credit Card Payment)
If paying by check, enter the member's name and member number in the memo section of the check. Mail remittance form and payment to:

AICPA Dues Processing
P.O. Box 10069
Newark, NJ 07101-3069

EMPLOYER PAYING FOR MULTIPLE MEMBERS
(Check or Credit Card Payment)
If paying by check, enter "Multiple Member Payment" in the memo section of the check. For credit card and check payments, include the remittance form from each member's dues notice for which you are paying. **DO NOT USE ENCLOSED WINDOWED ENVELOPE!**
Please mail payment to:

AICPA
ATTN: MULTI-PAYMENTS
P.O. Box 52403
Durham, NC 27717-2403

ONLINE BANKING: INDIVIDUALS ONLY (check)
You must include your member name and number in the memo/note section of your payment. *If your bank does not provide you with this option, please select another payment method.*

BY FAX: CREDIT CARD ONLY
Fax your completed dues form, with credit card information, to:
1-919-419-4787

NEED HELP? Contact our Service Center.
E-MAIL: service@aicpa.org **FAX:** 1-800-362-5066
PHONE: 1-888-777-7077 **HOURS:** Mon-Fri 9AM – 6PM ET

IMPORTANT: DO NOT USE EITHER OF THE ABOVE ADDRESSES FOR SUBMITTING YOUR AON/AICPA TRUST INSURANCE PREMIUMS. PLEASE SEE BACK FOR MORE INFORMATION.

RETAIN FOR YOUR RECORDS

REMITTANCE FORM

01546751	Raymundo Eufracio
	Hidalgo County Auditor's Office

CHANGE MY JOB CODE TO: ☐
(See AICPA JOB CODES on back)

METHOD OF PAYMENT
☐ Personal ☒ Corporate
Check # (if applicable) _____

All payments must be made in U.S. dollars drawn on a U.S. financial institution. Make check payable to: **AICPA**. To pay by Credit Card, sign and indicate Credit Card Number and Expiration Date. You **MUST** check the appropriate box for Corporate or Personal credit card.

X _____
(Signature)

(Print Name as it appears on Credit Card)

DESCRIPTION			BILLED (A)	ADD (DELETE)(B)	PAID (A+B)
AICPA Institute Membership		IN	200.00		200.00
Voluntary Contributions:					
AICPA PAC Contribution		82	25.00	25.00	(25.00)
Benevolent Fund Contribution		85	10.00	10.00	(10.00)
AICPA Foundation/Minority		87	30.00	30.00	(30.00)
Tax Section	add $145	01			
FVS Section	add $200	02			
PFP Section	add $200	03			
IT Section	add $200	04			
CPExpress	add $180	08			
Tax Section with the Tax Adviser	add $175	11			
FVS Section with CPA Expert	add $236	13			
TOTAL ➡			265.00	(65.00)	200.00

☐ Personal Card ⬅
☐ Corporate Card ⬅
CARD NO. EXP. DATE BILLING ZIP

01546751 7 026500 020000 710 2

AI-10229 **14.A.5.**

Requesting amendment to contract for "Emergency Alert Systems" C-08-154-06-17

CC REGULAR

Date: 07/28/2008
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of an amendment to the Services Agreement with Inspiron Logistics, LLC for "Emergency Alert Systems" for clauses as requested by contracted company and reviewed as to form by legal counsel (C-08-154-06-17)

BACKGROUND

Contract approved by Commissioners' Court on June 17, 2008.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1283-429-10-300-025-0-336
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$40,810.00 available balance as of 07/18/08.

Attachments

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/17/2008 02:01 PM	APRV
2	Budget & Management	Veronica Lopez	07/17/2008 02:58 PM	APRV
3	Rey Salazar		07/25/2008 09:32 AM	NEW

Form Started By: Moises Salazar — Started On: 07/16/2008 05:13 PM

Final Approval Date: 07/25/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-154-00-00

THIS CONTRACT is made and entered into this _____ day of _____, **2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Inspiron Logistics, LLC** , an Ohio company ("Company").

WHEREAS, Company responded to advertised notices for proposals for **"Emergency Alert System**," for Hidalgo County (the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with the requirements as bid, a copy of such requirements and fee schedule being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Requirements"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Requirements, the Commissioners Court of County awarded the proposal to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at the 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 (including but not limited to the equipment training, maintenance and support as detailed in the specifications) within **Hidalgo County** following a request for Services by the **Director** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for an initial period of two (2) years beginning _____ ____ and ending on _____ with the county's option to renew on the same terms and conditions for four (4) additional one (1) year terms.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the

coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

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

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	**Inspiron Logistics, LLC** **Attn: Rori Kuhn** **2251 Front Street Suite 105** **Cuyahoga Falls, OH 44221**

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. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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.

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).

WITNESS our hands in duplicate originals this_____ day of _____, 2008

Hidalgo County

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

By:_____
Arturo Guajardo, Jr. County Clerk

COMPANY: **Inspiron Logistics, LLC**

By:_____

Printed Name:_____

Title:_____

Approved on Commissioners' Court_____

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

By:_____

EXHIBIT "A"
REQUIREMENTS

EXHIBIT "A"

HIDALGO COUNTY
"EMERGENCY ALERT SYSTEM"

REQUIREMENTS / SCOPE OF SERVICES

REQUEST FOR PROPOSALS
No. 2008-154-05-21-MSS

EXHIBIT "A"
HIDALGO COUNTY
REQUEST FOR PROPOSAL FOR:

"EMERGENCY ALERT SYSTEM"

RFP NO: 2008-154-05-21-MSS

REQUIREMENTS

Overview:
Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals from vendors to provide an "Emergency Alert System" for the Office of Emergency Management (OEM) with a service contract for an initial period of two (2) years with the County's option to extend the contract for four (4) additional one year periods subject to satisfactory performance, terms, rates price and conditions remain the same. The scope of the work/services will encompass all aspects of development, implementation, service, maintenance, and requires extensive knowledge and experience. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Emergency Alert System" for Hidalgo County. RFP's will be accepted until **9:30 A.M., Wednesday, May 21, 2008. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Proposal:

SECTION I -GENERAL TERMS AND CONDITIONS

GENERAL INFORMATION: Hidalgo County is requesting that responses be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.
RFP Number: 2008-154-05-21-MSS

Further information required for this project can be addressed to, Hidalgo County Purchasing Department. 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, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, **May 14, 2008**, 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than, 5:00 P.M., Friday, **May 16, 2008.**

Hidalgo County reserves the right to seek purchases/services from state awarded vendors or any other cooperative purchasing programs whenever it is in its best interest to do so.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or 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 PROPOSALS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
The initial term of the resultant contract shall commence from the date of award for a period of two (2) years with the County's option to extend the contract for four (4) additional one year periods subject to satisfactory performance, and terms, rates price and conditions remain the same.
Grace period: Hidalgo County reserves the right to continue this contract for an additional (60) day grace period at the end of contract for unforeseen delays on subsequent contract award.

Contract award: The award of the contract shall be made to the responsible vendor whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the importance of service, proposer's qualifications, demonstrated ability to provide the required services, demonstrated ability to respond to Hidalgo County's needs on a timely basis, past performance, references, price, professional acumen and other factors set forth in the RFP. Prices must be fixed and will service as the basis for awarding additional funds if received.

SECTION II - RFP REQUIREMENTS

1. PROJECT SUMMARY

a. Hidalgo County, hereinafter referred to as the County is soliciting sealed proposals for an Emergency Alert System for the Office of Emergency Management (OEM). The intent of this Emergency Alert System is to deliver important emergency alerts, notifications and updates to the employees and citizens of Hidalgo County through digital text on a range of devices including e-mail accounts, cell phones, BlackBerry, pagers, and wireless PDAs.

b. The County is soliciting a vendor to provide a hosted web based Emergency Alert System and support to the Office of Emergency Management of Hidalgo County.

c. All associated training, support and maintenance of the Emergency Alert System should be included in the proposed solution.

d. The system should provide reliable, high quality service and meet the requirements set forth in this Section. It is the responsibility of the vendor to verify the completeness of the materials and requirements presented in this document and establish the suitability of the proposed Emergency Alert System to meet the intent of the specifications defined within this RFP. Exceptions to any part of the requirements stated in this request must be clearly identified and explained as such. Any alternative solutions or proposals should be clearly stated as such in the response document.

2. BACKGROUND

The county is dedicated to providing professional, timely and lifesaving responses to a variety of emergency situations. The County is also responsible for the Office of Emergency Management (OEM). OEM is responsible for coordinating multi-agency responses to disasters and emergencies affecting Hidalgo County.

3. SERVICES TO BE PROVIDED

a. The intent of this Emergency Alert System is to enable Hidalgo County to provide immediate text notification and update information during a major crisis or emergency.

b. This system shall deliver important emergency alerts, notifications and updates to the employees and citizens of Hidalgo County through digital text on a range of devices including:

- Mail Account [work, home, other]
- Cell Phone, BlackBerry
- Pager
- WireleSs PDA (Palm, iPAQ, etc ...)

c. When an incident or emergency occurs, authorized Hidalgo County Emergency Management personnel will utilize the Emergency Alert System to rapidly notify the employees and citizens at an average 20,000 SMS messages per minute.

d. The proposed system must be capable of providing real updates, instructions on where to go, what to do, or what not to do, who to contact and other important information as deemed necessary by emergency personnel.

e. The Emergency Alert System must be web based and capable of online enrollment available to all citizens of Hidalgo County, employees, as well as individuals traveling to or working in Hidalgo County. Users must be able to sign up for an account to receive alerts and emergency notifications easily.

f. The system must also provide the users the capability of tailoring the types of alerts and notifications sent. It is understood by Hidalgo County that Subscribers may be charged, as set forth in their wireless provider's contract, for messages delivered to their wireless devices.

g. The awarded vendor will allow and/or work with the County to implement the batch update and/or upload of recipients.

h. The awarded vendor will allow and/or work with the County to implement the capability of accepting an electronic notification request from the County.

i. The proposed solution must be capable of being provided as a fully hosted solution. Describe how your solution meets this requirement.

j. This reporting system must provide an immediate online status for each alert transmission.

k. An implementation plan must be provided for installation, testing and implementation.

l. The awarded vendor must provide twenty-four hour a day, seven day a week support for the system(s).

m. Authorized Users must be able to perform self maintenance on their profile.

4. **PROPOSAL PRICE:** Fees must include:
   a. System price

   b. Training

   c. Maintenance and support.

5. **PROJECT SCHEDULE**

The county requires that the Emergency Alert System be available for use during the 2008 hurricane season. In your proposal response please detail your firm's methodology, approach, and timeline for implementation of a system no later than June, 15 2008

REQUEST FOR PROPOSALS CONTENTS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter. If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

1. **UNDERSTANDING OF THE PROJECT:**
   This section should demonstrate the proposers understanding of the project needs, the work required, and any local issues or concerns. Briefly explain how long you have been organized and your corporate business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

2. **ADDITIONAL FIRM QUALIFICATIONS:**
   Hidalgo County is soliciting to contract with a qualified vendor(s) for an "Emergency Alert System". Please refer to the:"**Requirements/Specifications Questionnaire (ATTACHMENT "A")"** for further specifications/requirement. Attachment "A" must be filled and submitted with response to complete your proposal packet.

3. **PERSONNEL AND STAFFING:**
   The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other government entities is required and will be scored accordingly during the evaluation process.

4. **REQUIRED CERTIFICATES AND SUBMITTAL:**
   This section will contain any licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified provider.

5. **PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:**
   Proposer(s) is to provide a fee proposal based on the scope of services/work.

6. **NUMBER OF COPIES TO BE SUBMITTED:**
   Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County to the following:

1. **Proposed Price Per Unit Of Service:** **(35 Points)**
   - In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including price per day/hour.

2. **Program Design:** **(35 Points)**
   - The manner in which the minimum requirements are met and the extent to which these requirements are exceeded.
   - Completion of all aspects and information asked for in this RFP and the attachments thereto.
   - Proposer's services and treatment activation plan and time frames and dates.
   - Proposer's program performance measures, evaluation, and monitoring procedures.
   - The adequacy, and extent of Proposer's financial resources and insurance coverage.

3. **Proposer's Experience:** **(20 Points)**
   - Proposer's qualifications (e.g. Licenses/Certificates, and staff). Evidence of Proposer's previous accomplishments in Emergency Alert System programs design and implementation services within the last five (5) years.
   - Proposer's experience in working with the target population being addressed in the proposal.

4. **Proposer's Responsiveness to the Request For Proposal:** **(10 Points)**
   - Requested information included and thoroughness of response.
   - Understanding and acceptance of the scope of services.
   - Acceptance of the RFP and Contract requirements.
   - Clarity and conciseness of the response.

RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

ATTACHMENT "A"

Hidalgo County
"Emergency Alert System"
RFP No. 2008-154-05-21-MSS

QUESTIONNAIRE

The following questionnaire lists additional requirements/specifications that will be considered in evaluating RFP responses and must be filled and submitted with your response.

INSTRUCTIONS:

On the "comments" lines provided for each of the requirements, mark as following instructed and write comments as necessary (attach separate pages as need referencing question number).

√ (check mark) To indicate that the system offered in this proposal meets said requirement.
X (x mark) To indicate that the system offered in this proposal does not meet requirement.
N/A To indicate that requirement does not apply to system offered on proposal.

Data Management:

1. Does the solution allow for data to be imported from multiple data sources?
   Comments: _____

2. Is user information defined as proprietary to the County and exempt from sale to list providers? Describe how user and Group data maintained and secured by the provider?
   Comments: _____

User Options:

3. Does the solution allow for notifications to be sent on the following devices:
   a. Cell phones via SMTP and/or native 2-way SMS
   b. E-mail
   c. Numeric and alphanumeric pagers via carrier's WCTP gateways
   d. Please describe this process

   Comments: _____

4. Does the proposed solution provide for automated delivery of text (alphanumeric type) messages via the following methods/devices at a minimum: pagers(alphanumeric messages to numeric-only devices), XDA devices, Blackberries, SMS capable devices, electronic mail (email), email with attachments, wireless devices such as cellular phones, via the public switched telephone network (landline) or dedicated circuits?
   Comments: _____

Access Control:

- **Global System Administration**

5. The solution should allow for multiple administrators with complete access to all functions and user data for Defined User Groups (i.e. Emergency Responders, County Administrators, Citizens, etc.)
   Comments: _____

6. Does the system allow Hidalgo County to maintain control over sensitive data, such as email address, cell phone and pager numbers of government leaders, and first responders, as well as the content of alerts and replies sent?
   Comments: _____

7. Is the system able to mitigate security risks that are associated with being accessible by the general public via the Internet? Please describe Security measures used.
   Comments: _____

8. Is the system accessible by emergency management personnel and authorized senders?
   Comments: _____

9. Does the proposed solution provide for multiple security levels, which can be allocated to users to allow or deny access to different portions of the system capabilities (i.e. recipient only, able to send alerts, able to manage other users, system administration, etc.)?
   Comments: _____

10. Does the proposed solution provide for multiple levels of event security, to allow for compartmentalization of messages as needed or desired (i.e. the top officials might receive more detailed / specific data than the lower-echelon responders)?
    Comments: _____

11. Does the proposed solution also affect how the recipients substitute gains access (or not) to data – if the substitute's security access level doesn't allow access they don't' receive that message.
    Comments: _____

12. Does the proposed system log a non-received message in the real time records management system as unable to pass the message data to the substitute?
Comments: _____

Group and User Administration:

13. Does the solution provide for the creation of different notifications groups? Please describe the process for how groups are set-up.
Comments: _____

14. Does the solution allow users to be members of multiple groups?
Comments: _____

15. Does the solution allow only group administrators to perform actions on assigned groups only? Please describe the "security measures" / "roles rights" in place to assure this.
Comments: _____

16. Does the solution allow the creation of groups where members of the group would receive notifications simultaneously?
Comments: _____

17. Does the solution allow administrator to add/modify recipients by individual user name, by broadcast groups?
Comments: _____

18. Does the system offer pre-formatted text and pre-selected groupings to provide short-cut or quick alerting; ad hoc grouping and alerting based on demographics information; multi-thread sending for multiple carriers and emails domains; audited and approved in compliance with the Federal government software security polices; remote group generation and integration with other systems; and remote alert generation and tracking?
Comments: _____

19. Does the system allow for a quick search of the database for information or specific staff; group these individuals, and send specific alerts, which can be tracked in real-time?
Comments: _____

20. Are employees able to register onto the system over the Hidalgo County's network; select, add and manage their devices and email accounts self-chosen to receive emergency notifications;

including demographic data such as building, department and floor where they work, special skill sets and functional job assignments, etc.?
Comments:

21. Does the proposed solution offered allow for the individuals to assign automatic substitute recipients so emergency alerts will be sent to the substitute in the event the employee is scheduled to be unavailable?
Comments:

22. Is the system accessible to Hidalgo County citizens, businesses and other parties of interest?
Comments:

23. Can citizens register and maintain their accounts via the Internet? Can multiple entries (devices/household members) be listed for each account?
Comments:

24. Does the proposed solution allow a user to turn off notification to all devices (and essentially "opt-out" of the system)? How is this handled? Does the proposed solution require a higher-level operator to remove a recipient?
Comments:

25. Can citizens indicate language preferences for alerts to be received in? Will the solution provided automatically send the response in the preferred language? Please describe the process in detail.
Comments:

26. Can citizens be required to enter a minimum of: locality to receive alerts from/about a valid email account or phone number to receive alert messages from the system, types(s) of alerts to receive, and the language to be utilized (from choices offered by the vendor; English and Spanish at a minimum if more than English is offered)?
Comments:

27. Are citizens able to enter the following data as an option: valid street address and 5-digit zip code for that address within the locality to receive alerts from /about, multiple text capable device addresses to receive alerts?
Comments:

28. Can the types of alerts a citizen will receive will be determined from a list?
    Please indicate what type of alerts this includes:
    Severe weather?
    AMBER alerts?
    Emergency Operations Center (EOC) Activations?
    General governmental messages?
    Utility outage messages?
    Daily weather forecast?
    Can citizens be offered a "menu" of options from which to pick notifications from when registering?
    Comments: _____

Notification:

29. Does the solution provide for the initiation of notifications via secure SSL-enabled web-based interface? Please describe this process
    Comments: _____

30. Can the emergency alerts be sent by management and other authorized users remotely from any email account, cell phone, pager or other wireless device?
    Comments: _____

31. Are pre-formatted and ad hoc text for specific devices types possible?
    Comments: _____

32. Does the solution allow authorized administrators to call a customer support representative and dictate the details of a notification? Please describe this process.
    Comments: _____

33. Does the proposed solution provide an automated delivery via voice input to text delivery to cellular (wireless), landline, and satellite systems?
    Comments: _____

34. Does the proposed system allow the sender to choose delivery to all registered citizens within their jurisdiction regardless of self chosen codes(s), to all registered citizens within their jurisdiction for specific even code(s), or to a sub set or sets of their registered citizens based upon self-chosen zip code(s)?
    Comments: _____

Notification types:

35. Does the solution allow for broadcast-type notifications that require acknowledgement of receipt and response tracked?
    Comments: _____

36. Call all responses to transmitted messages be easily tracked and monitored in conjunction with the appropriate alerts and groups of recipients? Please describe how this is handled?
    Comments: _____

37. Does the system take a single message and translate, optimize and transmit it to all registered devices and accounts for each intended recipient (Universal messaging: generate one message that is sent to all device)?
    Comments: _____

38. Are the messages sent via the proposed solution independent of sponsors and advertisements?
    Comments: _____

39. Does the proposed system permit the sender to generate alerts of any length? If no, please advise as to length requirements.
    Comments: _____

40. Does the proposed system automatically parse the alert into multiple messages depending upon the cell phone carrier and/or paging company etc? and send these messages to related devices?
    Comments: _____

41. Does the proposed solution provide for prioritization of alerts to ensure alerts for the most critical event is sent first? Please describe the process. Does the proposed system provide a method for the administrator or sender to choose event priority, both pre-designated and on an ad-hoc basis?
    Comments: _____

42. Is the proposed solution capable of handling multiple simultaneous events and transmitting the message with the highest priority, even if the highest priority event was sent subsequent to a lower event transmission start? Are alerts for the most critical event, determined by the County, sent first?
    Comments: _____

43. Does the proposed solution allow, by event and by recipient, for configuration of the number attempts to deliver the message?
Comments: _____

_____

44. Can the proposed solution send messages in multiple languages including English and Spanish?
Comments: _____

_____

45. Does the proposed solution allow a user to turn off notification to all devices (and essentially "opt-out" of the system)?
Comments: _____

_____

Notification Options:

46. Does the proposed solution allow for notifications to be sent to multiple device types simultaneously? Please describe.
Comments: _____

_____

47. Does the solution allow administrators to attach documents to outgoing notifications?
Comments: _____

_____

48. Are messages capable of being secured using ID codes and assigned security levels either pre-determined or entered by an operator at alert generation?
Comments: _____

_____

49. Does the solution allow for ID code entry prior to message delivery to ensure the appropriate device and correct person receives the message and post this ID code entry to the real time management report system, available to the operator (alert originator)?
Comments: _____

_____

Notification Delivery:

50. Is the response to an alert capable of entry into an automated management report system available to show real time entries?
Comments: _____

_____

51. Can the proposed solution detail at a minimum who was alerted and how, who has successfully acknowledged the message and when, ID code successfully entered or not, who has not yet

acknowledged the alert, and any short message replies by the recipient (i.e. reporting en ETA, fitness for response etc.)?
Comments:

52. Is the proposed solution offered capable of sending multiple messages to different groups in the same event?
Comments:

53. Does the proposed solutions allow for configuration of the number of attempts to deliver a message by event and by recipient?
Comments:

54. Does the proposed solution allow for configuration for the allowable length of time to attempt to deliver a message by event and by recipient?
Comments:

55. If a device is not reached or the notification message is interrupted, does the solution continue to retry that device until delivery is successful? For how long?
Comments:

56. Does the proposed solution provide for prioritization of recipients to ensure critical staff is contacted first and for prioritization of events to ensure messages for the most critical type even are transmitted first? Are alerts for the most critical event sent first?
Comments:

57. Does the solution allow recipients to respond to a notification by using the keypad of their phone or sending a response e-mail from their device?
Comments:

58. Does the solution allow recipients to respond to an e-mail notification via a reply-to e-mail, via a web link embedded in the notification e-mail?
Comments:

Notification Results:

59. Does the solution allow administrators to view results of notifications in real-time via the web?
Comments:

60. Does the solution allow administrators to view specific information regarding what devices recipients were contacted on along with complete time/date stamp information about that contact?
Comments:

61. Does the solution allow administrators to view aggregated by response option, time to respond, or individual user?
Comments:

62. Does the solution allow administrators to easily follow-up with a particular group of recipients with a subsequent notification?
Comments:

63. Does the solution allow administrators to view historic information on any previously delivered notification?
Comments:

64. Does the solution provide a selection of multiple standard reports during a call out or at the end of call out that is automatically faxed, emailed or printed at regular intervals such as, but not limited to:
    a. Overview of current call out by groups and individuals?
    b. Details of current call out by groups or individual?
    c. Summary of individuals who have not responded?
Comments:

65. Does the solution provide for detailed reporting in a raw data format, such as a CVS file, for export, analysis, and reporting?
Comments:

Incident Management:

66. Does the solution allow administrators to add attachment to an incident that is saved along with the notifications that were sent out for that incident?
Comments:

67. Describe your organizational infrastructure, including location and type of facilities that we would rely on for services and maintenance.
Comments:

Infrastructure/Technology:

68. Is the server able to simultaneously load balance incoming replies from a variety of sources, including: valid responses, out of office replies, and invalid address replies from other small servers?
    Comments: _____

69. Does the proposed solution provide for speeds of delivery for text messages (SMS, email, alphanumeric pagers) to a message gateway of a minimum of: 20,000 per minute for SMS (using XML/email connection) and email (using SMTP) and 400 per minute for pagers (using XML/email connection)? This assumes an average message length of 240-250 character string (SMS, pager) and a 50k byte email.
    Comments: _____

70. Does the system have multiple-threaded messaging capability to send alerts in seconds to thousands of users, with hundreds of email domains and carrier networks?
    Comments: _____

71. If needed, can capacity be easily added to solution?
    a. In what timeframe does this happen?
    b. Describe the process.
    Comments: _____

72. Is the system backed-up with fully redundant, mirrored servers?
    Comments: _____

73. The solution should be offered as a managed service that includes all required hardware, software, and administration. The solution should not require hardware to be purchased/owned to utilize the system.
    Comments: _____

74. Please describe any routine maintenance that is required, and if this maintenance is included in the proposed pricing.
    Comments: _____

75. The solution should be hosted in secure data center designed for high availability. The data center should provide UPS, diesel power generators, temperatures control, and state-of-the-art fire suppression equipment. Please describe the hosting environment.
    Comments: _____

76. Please provide a physical security profile for company locations where services would be provided. Include a description of the following security controls:
    a. Access
    b. Network/internet communications
    c. Physical security
    d. Security Architecture (firewalls,DMZ, Etc.)
    e. Intrusion Detection
    f. Virus protection
    g. Social Engineering and other Administrator

    Comments: _____

77. The service provider must monitor 24/7/365 all aspects of the solution to ensure it is always in working order. Describe how the service is configured for 24/7/365 availability.
    Comments: _____

78. Describe the timeframe necessary to provision the solution and have it ready to begin adding user data. How long has it taken the average client to have the system configured for their needs?
    Comments: _____

79. Does the solution have an on-line help "user's guide for use with the system(s)? Please provide screen shots of the on-line guide.
    Comments: _____

80. Describe the type of training that is provided to use your system. How is the training delivered?
    Comments: _____

81. Describe how the respondent proposes to furnish initial and follow-up training.
    Comments: _____

Support:

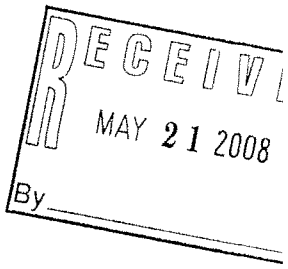
82. The respondent should provide toll-free technical assistance 24/7/365.
    Comments: _____

83. Does maintenance support include new versions, upgrades and patches that are issued during the term of the contract?
    Comments: _____

84. Provide a summary of Respondent's resources (support personnel and otherwise devoted specifically to technical issues, involving notification technology, as well as support procedures.
Comments: _____

_____

Request
for
Proposal



HIDALGO COUNTY
"EMERGENCY ALERT SYSTEM"

RFP NO: 2008-154-05-21-MSS

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: Inspiron Logistics

Address: 2251 Front Street, Suite 105
Cuyahoga Falls, OH 44221

By: [signature]

Printed Name: Rob. A. Kuhns

May 14, 2008

Ms. Martha Salazar
Purchasing Department
Hidalgo County
2812 South Business Highway 281
New Administration Building
Edinburg, Texas 78539

Subject: Request For Proposal: 2008-154-05-21-MSS-Hidalgo County-Emergency Alert System

Dear Ms. Salazar:

I want to express my sincere appreciation for extending Inspiron Logistics the opportunity to propose on your RFP NO: 2008-154-05-21-MSS. Inspiron Logistics is the premier provider of emergency text messaging. We are proposing our Wireless Emergency Notification System, WENS. WENS offers a completely hosted solution that meets your needs. It provides pure, standard SMS text messages through SMPP protocols to all major North American carriers. WENS also represents state of the market throughput, reliability and ease of use.

As proven by our customers throughout the country and in Miami Dade County, the capabilities of our company and our product will provide Hidalgo County with a superior overall business and technical solution.

This portion of our proposal defines how WENS meets the requirements for your project outlined on page 7 on Exhibit A.

If you have any questions concerning our response to your RFP, please do not hesitate to contact me by phone at (866)998-9367 or via email at rori.kuhns@inspironlogistics.com. I welcome the opportunity to demonstrate our proven solutions.

Kindest regards,

Rori Kuhns
VP of Sales and Marketing
Inspiron Logistics LLC

Understanding of the Project

Hidalgo County, Texas and specifically the Office of Emergency Management, provides professional, timely and lifesaving responses to a variety of emergency situations while coordinating across multiple agencies. The county and OEM need a reliable mechanism for providing immediate notification and update information during a major crisis or emergency.

Inspiron Logistics mission is to provide local governments, schools, colleges and corporations with the best possible method of communication during emergency situations. This is accomplished by remaining at the forefront of the constant evolution of mobile technology, and making our system the most reliable and intuitive means of communication.

Inspiron Logistics has been incorporated and in business since 2003. The Senior Management Team has over 50 years of experience in the Telecommunication and Information Technology industries. Our flagship product is called WENS which stands for Wireless Emergency Notification System. It has been implemented throughout the United States in numerous municipalities as well as at colleges and universities. The WENS system is the fastest, most reliable emergency notification system on the market.

Inspiron Logistics is headquartered at 2251 Front Street, Cuyahoga Falls, Ohio (Northeast Ohio). This location provides the staff and support that will service Hidalgo County, Texas.

WENS:

- Uses SMPP for immediate relay to the carrier networks
- Allows for an unlimited number of users, messages, groups and administrators
- Allows the county to provide the service to schools and nonprofits under our agreement
- Is extremely easy to use. **Click. Type. Send**.
- Can be remotely accessed by authorized personnel
- Is a fully hosted solution, nothing to install or maintain
- Can be used for two-way communication to mobilize first responders

Inspiron Logistics is looking forward to working with Hidalgo County on its emergency notification system.

ATTACHMENT "A"

Hidalgo County
"Emergency Alert System"
RFP No. 2008-154-05-21-MSS

QUESTIONNAIRE

The following questionnaire lists additional requirements/specifications that will be considered in evaluating RFP responses and must be filled and submitted with your response.

INSTRUCTIONS:

On the "comments" lines provided for each of the requirements, mark as following instructed and write comments as necessary (attach separate pages as need referencing question number).

√ (check mark) To indicate that the system offered in this proposal meets said requirement.
X (x mark) To indicate that the system offered in this proposal does not meet requirement.
N/A To indicate that requirement does not apply to system offered on proposal.

Data Management:

1. Does the solution allow for data to be imported from multiple data sources?
   Comments: √

2. Is user information defined as proprietary to the County and exempt from sale to list providers? Describe how user and Group data maintained and secured by the provider?
   Comments: √ (see attached)

User Options:

3. Does the solution allow for notifications to be sent on the following devices:
   a. Cell phones via SMTP and/or native 2-way SMS
   b. E-mail
   c. Numeric and alphanumeric pagers via carrier's WCTP gateways
   d. Please describe this process

   Comments: √ (See attached)

4. Does the proposed solution provide for automated delivery of text (alphanumeric type) messages via the following methods/devices at a minimum: pagers(alphanumeric messages to numeric-only devices), XDA devices, Blackberries, SMS capable devices, electronic mail (email), email with attachments, wireless devices such as cellular phones, via the public switched telephone network (landline) or dedicated circuits?
Comments: ✓ (see attached)

Access Control:

- **Global System Administration**

5. The solution should allow for multiple administrators with complete access to all functions and user data for Defined User Groups (i.e. Emergency Responders, County Administrators, Citizens, etc.)
Comments: ✓ Yes. WENS provides an unlimited number of administrators for all or specific, defined groups with complete functionality.
6. Does the system allow Hidalgo County to maintain control over sensitive data, such as email address, cell phone and pager numbers of government leaders, and first responders, as well as the content of alerts and replies sent?
Comments: ✓ Yes. The data is secured and only available to authorized persons from Hidalgo County.
7. Is the system able to mitigate security risks that are associated with being accessible by the general public via the Internet? Please describe Security measures used.
Comments: ✓ (see attached)
8. Is the system accessible by emergency management personnel and authorized senders?
Comments: ✓ Yes.
9. Does the proposed solution provide for multiple security levels, which can be allocated to users to allow or deny access to different portions of the system capabilities (i.e. recipient only, able to send alerts, able to manage other users, system administration, etc.)?
Comments: ✓ Yes.
10. Does the proposed solution provide for multiple levels of event security, to allow for compartmentalization of messages as needed or desired (i.e. the top officials might receive more detailed / specific data than the lower-echelon responders)?
Comments: ✓ Yes.
11. Does the proposed solution also affect how the recipients substitute gains access (or not) to data – if the substitute's security access level doesn't allow access they don't' receive that message.
Comments: ✓ Yes.

12. Does the proposed system log a non-received message in the real time records management system as unable to pass the message data to the substitute?
Comments: ✓ Yes.

Group and User Administration:

13. Does the solution provide for the creation of different notifications groups? Please describe the process for how groups are set-up.
Comments: ✓ Yes. An authorized administrator can establish groups by clicking "Add" and identifying name, rights, etc...
14. Does the solution allow users to be members of multiple groups?
Comments: ✓ Yes.

15. Does the solution allow only group administrators to perform actions on assigned groups only? Please describe the "security measures" / "roles rights" in place to assure this.
Comments: ✓ Yes. group administrators have assigned unique authentication and the roles rights are set up at the master account level as to "who" they can manage.
16. Does the solution allow the creation of groups where members of the group would receive notifications simultaneously?
Comments: ✓ Yes

17. Does the solution allow administrator to add/modify recipients by individual user name, by broadcast groups?
Comments: ✓ Yes

18. Does the system offer pre-formatted text and pre-selected groupings to provide short-cut or quick alerting; ad hoc grouping and alerting based on demographics information; multi-thread sending for multiple carriers and emails domains; audited and approved in compliance with the Federal government software security polices; remote group generation and integration with other systems; and remote alert generation and tracking?
Comments: ✓ Yes - completely complies.

19. Does the system allow for a quick search of the database for information or specific staff; group these individuals, and send specific alerts, which can be tracked in real-time?
Comments: ✓ Yes

20. Are employees able to register onto the system over the Hidalgo County's network; select, add and manage their devices and email accounts self-chosen to receive emergency notifications;

including demographic data such as building, department and floor where they work, special skill sets and functional job assignments, etc.?
Comments: ✓ yes

21. Does the proposed solution offered allow for the individuals to assign automatic substitute recipients so emergency alerts will be sent to the substitute in the event the employee is scheduled to be unavailable?
Comments: ✓ yes.

22. Is the system accessible to Hidalgo County citizens, businesses and other parties of interest?
Comments: ✓ Yes but only as the county deems rights.

23. Can citizens register and maintain their accounts via the Internet? Can multiple entries (devices/household members) be listed for each account?
Comments: ✓ yes.

24. Does the proposed solution allow a user to turn off notification to all devices (and essentially "opt-out" of the system)? How is this handled? Does the proposed solution require a higher-level operator to remove a recipient?
Comments: ✓ Yes (see attached)

25. Can citizens indicate language preferences for alerts to be received in? Will the solution provided automatically send the response in the preferred language? Please describe the process in detail.
Comments: ✓ yes (see attached)

26. Can citizens be required to enter a minimum of: locality to receive alerts from/about a valid email account or phone number to receive alert messages from the system, types(s) of alerts to receive, and the language to be utilized (from choices offered by the vendor; English and Spanish at a minimum if more than English is offered)?
Comments: ✓ yes

27. Are citizens able to enter the following data as an option: valid street address and 5-digit zip code for that address within the locality to receive alerts from /about, multiple text capable device addresses to receive alerts?
Comments: ✓ yes

28. Can the types of alerts a citizen will receive will be determined from a list?
Please indicate what type of alerts this includes:
Severe weather?
AMBER alerts?
Emergency Operations Center (EOC) Activations?
General governmental messages?
Utility outage messages?
Daily weather forecast?
Can citizens be offered a "menu" of options from which to pick notifications from when registering?
Comments: √ Yes, all of the above

Notification:

29. Does the solution provide for the initiation of notifications via secure SSL-enabled web-based interface? Please describe this process
Comments: √ Yes (See attached)

30. Can the emergency alerts be sent by management and other authorized users remotely from any email account, cell phone, pager or other wireless device?
Comments: √ Yes

31. Are pre-formatted and ad hoc text for specific devices types possible?
Comments: √ Yes

32. Does the solution allow authorized administrators to call a customer support representative and dictate the details of a notification? Please describe this process.
Comments: √ Yes (See attached)

33. Does the proposed solution provide an automated delivery via voice input to text delivery to cellular (wireless), landline, and satellite systems?
Comments: X NO

34. Does the proposed system allow the sender to choose delivery to all registered citizens within their jurisdiction regardless of self chosen codes(s), to all registered citizens within their jurisdiction for specific even code(s), or to a sub set or sets of their registered citizens based upon self-chosen zip code(s)?
Comments: √ Yes

Notification types:

35. Does the solution allow for broadcast-type notifications that require acknowledgement of receipt and response tracked?
Comments: ✓ Yes. WENS is a two-way system and captures incoming and outgoing responses.

36. Call all responses to transmitted messages be easily tracked and monitored in conjunction with the appropriate alerts and groups of recipients? Please describe how this is handled?
Comments: ✓ Yes (see attached)

37. Does the system take a single message and translate, optimize and transmit it to all registered devices and accounts for each intended recipient (Universal messaging: generate one message that is sent to all device)?
Comments: ✓ yes.

38. Are the messages sent via the proposed solution independent of sponsors and advertisements?
Comments: ✓ yes.

39. Does the proposed system permit the sender to generate alerts of any length? If no, please advise as to length requirements.
Comments: X No. SMS is limited to 160 characters.

40. Does the proposed system automatically parse the alert into multiple messages depending upon the cell phone carrier and/or paging company etc? and send these messages to related devices?
Comments: ✓ yes.

41. Does the proposed solution provide for prioritization of alerts to ensure alerts for the most critical event is sent first? Please describe the process. Does the proposed system provide a method for the administrator or sender to choose event priority, both pre-designated and on an ad-hoc basis?
Comments: ✓ yes (see attached)

42. Is the proposed solution capable of handling multiple simultaneous events and transmitting the message with the highest priority, even if the highest priority event was sent subsequent to a lower event transmission start? Are alerts for the most critical event, determined by the County, sent first?
Comments:

43. Does the proposed solution allow, by event and by recipient, for configuration of the number attempts to deliver the message?
Comments: ✓ Yes. Managed at account level.

44. Can the proposed solution send messages in multiple languages including English and Spanish?
Comments: ✓ Yes.

45. Does the proposed solution allow a user to turn off notification to all devices (and essentially "opt-out" of the system)?
Comments: ✓ Yes.

Notification Options:

46. Does the proposed solution allow for notifications to be sent to multiple device types simultaneously? Please describe.
Comments: ✓ Yes. WENS allows an administrator to send messages to multiple devices at once and includes cell, PDA's, pagers and email.

47. Does the solution allow administrators to attach documents to outgoing notifications?
Comments: X NO. SMS does not allow for that.

48. Are messages capable of being secured using ID codes and assigned security levels either pre-determined or entered by an operator at alert generation?
Comments: ✓ Yes

49. Does the solution allow for ID code entry prior to message delivery to ensure the appropriate device and correct person receives the message and post this ID code entry to the real time management report system, available to the operator (alert originator)?
Comments: ✓ Yes.

Notification Delivery:

50. Is the response to an alert capable of entry into an automated management report system available to show real time entries?
Comments: ✓ Yes

51. Can the proposed solution detail at a minimum who was alerted and how, who has successfully acknowledged the message and when, ID code successfully entered or not, who has not yet

acknowledged the alert, and any short message replies by the recipient (i.e. reporting en ETA, fitness for response etc.)?
Comments: ✓ yes.

52. Is the proposed solution offered capable of sending multiple messages to different groups in the same event?
Comments: ✓ yes.

53. Does the proposed solutions allow for configuration of the number of attempts to deliver a message by event and by recipient?
Comments: ✓ yes.

54. Does the proposed solution allow for configuration for the allowable length of time to attempt to deliver a message by event and by recipient?
Comments: ✓ yes. Customly created.

55. If a device is not reached or the notification message is interrupted, does the solution continue to retry that device until delivery is successful? For how long?
Comments: ✓ Yes, every 5 Seconds unless turned off at account level, however, carriers may quit trying to relay the message.

56. Does the proposed solution provide for prioritization of recipients to ensure critical staff is contacted first and for prioritization of events to ensure messages for the most critical type even are transmitted first? Are alerts for the most critical event sent first?
Comments: ✓ yes with the prioritization based on the administrator in sending the message.

57. Does the solution allow recipients to respond to a notification by using the keypad of their phone or sending a response e-mail from their device?
Comments: ✓ yes

58. Does the solution allow recipients to respond to an e-mail notification via a reply-to e-mail, via a web link embedded in the notification e-mail?
Comments: X No

Notification Results:

59. Does the solution allow administrators to view results of notifications in real-time via the web?
Comments: ✓ yes.

60. Does the solution allow administrators to view specific information regarding what devices recipients were contacted on along with complete time/date stamp information about that contact?
Comments: ✓ Yes.

61. Does the solution allow administrators to view aggregated by response option, time to respond, or individual user?
Comments: ✓ Yes.

62. Does the solution allow administrators to easily follow-up with a particular group of recipients with a subsequent notification?
Comments: ✓ Yes.

63. Does the solution allow administrators to view historic information on any previously delivered notification?
Comments: ✓ Yes.

64. Does the solution provide a selection of multiple standard reports during a call out or at the end of call out that is automatically faxed, emailed or printed at regular intervals such as, but not limited to:
    a. Overview of current call out by groups and individuals?
    b. Details of current call out by groups or individual?
    c. Summary of individuals who have not responded?

Comments: X No. All of the reporting above is available in real time online but a custom script would need to be written for the auto-relay of reports.

65. Does the solution provide for detailed reporting in a raw data format, such as a CVS file, for export, analysis, and reporting?
Comments: ✓ Yes

Incident Management:

66. Does the solution allow administrators to add attachment to an incident that is saved along with the notifications that were sent out for that incident?
Comments: X NO

67. Describe your organizational infrastructure, including location and type of facilities that we would rely on for services and maintenance.
Comments: ✓ Yes (See attached)

Infrastructure/Technology:

68. Is the server able to simultaneously load balance incoming replies from a variety of sources, including: valid responses, out of office replies, and invalid address replies from other small servers?
Comments: ✓ Yes

69. Does the proposed solution provide for speeds of delivery for text messages (SMS, email, alphanumeric pagers) to a message gateway of a minimum of: 20,000 per minute for SMS (using XML/email connection) and email (using SMTP) and 400 per minute for pagers (using XML/email connection)? This assumes an average message length of 240-250 character string (SMS, pager) and a 50k byte email.
Comments: X No, WENS sends SMS via SMPP, the preferred mechanism for carriers and the network. Yes, SMS is a minimum per minute but dependant on carrier network for process + delivery.

70. Does the system have multiple-threaded messaging capability to send alerts in seconds to thousands of users, with hundreds of email domains and carrier networks?
Comments: ✓ Yes.

71. If needed, can capacity be easily added to solution?
    a. In what timeframe does this happen?
    b. Describe the process.
Comments: ✓ Yes. (See attached)

72. Is the system backed-up with fully redundant, mirrored servers?
Comments: ✓ Yes

73. The solution should be offered as a managed service that includes all required hardware, software, and administration. The solution should not require hardware to be purchased/owned to utilize the system.
Comments: ✓ Yes fully hosted, SaaS.

74. Please describe any routine maintenance that is required, and if this maintenance is included in the proposed pricing.
Comments: ✓ yes (See attached)

75. The solution should be hosted in secure data center designed for high availability. The data center should provide UPS, diesel power generators, temperatures control, and state-of-the-art fire suppression equipment. Please describe the hosting environment.
Comments: ✓ yes (See attached)

76. Please provide a physical security profile for company locations where services would be provided. Include a description of the following security controls:
    a. Access
    b. Network/internet communications
    c. Physical security
    d. Security Architecture (firewalls,DMZ, Etc.)
    e. Intrusion Detection
    f. Virus protection
    g. Social Engineering and other Administrator

Comments: ✓ Yes (see attached)

77. The service provider must monitor 24/7/365 all aspects of the solution to ensure it is always in working order. Describe how the service is configured for 24/7/365 availability.
Comments: ✓ Yes (See attached)

78. Describe the timeframe necessary to provision the solution and have it ready to begin adding user data. How long has it taken the average client to have the system configured for their needs?
Comments: ✓ Yes. (See attached)

79. Does the solution have an on-line help "user's guide for use with the system(s)? Please provide screen shots of the on-line guide.
Comments: ✓ Yes (See attached)

80. Describe the type of training that is provided to use your system. How is the training delivered?
Comments: ✓ Yes (see attached)

81. Describe how the respondent proposes to furnish initial and follow-up training.
Comments: ✓ Yes (See attached)

Support:

82. The respondent should provide toll-free technical assistance 24/7/365.
Comments: ✓ Yes. 1-866-998-WENS (9367)

83. Does maintenance support include new versions, upgrades and patches that are issued during the term of the contract?
Comments: ✓ Yes.

84. Provide a summary of Respondent's resources (support personnel and otherwise devoted specifically to technical issues, involving notification technology, as well as support procedures.
Comments: ✓ Yes. (See attached)

Addendum to Attachment "A"

Data Management
2. WENS protects user information and only authorized county personnel would be able to access the data. The system uses SSL, 1024 bit encryption plus authentication by the authorized personnel to access the data. Our service agreements clearly state that we do not sell or solicit to users or provide any user data to any third party.

User Options
3. WENS sends true SMS, via SMPP connections to the carriers, the preferred method for communication. SMTP (email to device) can be seen as spam, can be pirated, and can also create problems when someone switches carriers. Our system automatically senses carriers and does not require the user to enter a carrier or go back and change their carrier. WENS also sends to email and alphanumeric pagers.

4. WENS can send text messages via pagers (alphanumeric only), XDA devices, BlackBerry, all mobile devices (SMS capable), email, cell phones and VOIP. WENS does not utilize public switched telephone network because it is not preferred by the carriers and is less reliable than SMS/SMPP.

Access Control
7. All servers have intrusion detection services running and log any unauthorized attempts to access environment.

The system uses session variables that are set to five minutes to time out inactive computer sessions. The system is password protected requiring a greater than 6 character password that is alphanumeric and with at least one special character.

All data is indexed and archived for accountability purposes. All numbers are transmitted over a secure VPN via SMPP and are encrypted.

WENS is constantly updated with the latest OS patches and security updates and is fully section 508 compliant.

Group and User Administration
24. With WENS either an administrator can remove an individual (turn off all notifications to all devices) or the users themselves can opt out. The user opts out by texting into the system or calling our 1-866-998-9367 number to opt out. Additionally, the user can return the county's entry point (registration page) and click unsubscribe to opt out.

25. With WENS citizens can choose their language preference. Within the system there is a place to add other language messages besides English, however, the administrator will need to type the message in the other language.

Notification
29. The WENS system utilizes a 1,024 bit SSL to encrypt sensitive data from transmission over the internet. In addition, the WENS infrastructure utilizes a non-common (secure) port for additional security.

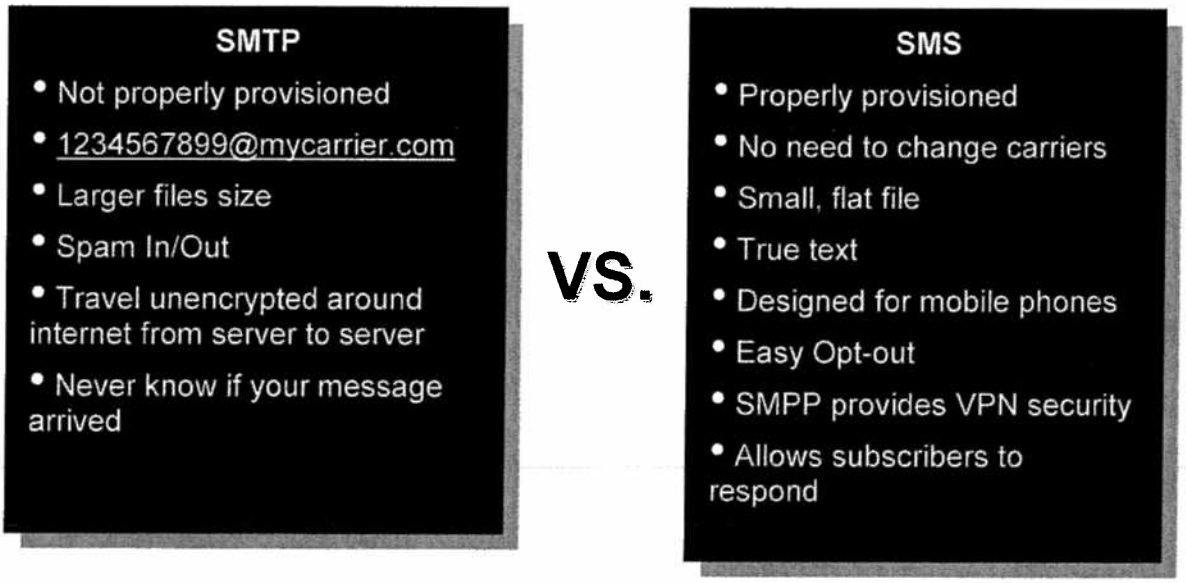
32. The county's authorized administrators would call into the 1-866-998-9367 number and be connected to an authorized client support person on our end to send the message. This is not the normal process since administrators can remotely initiate an alert without a browser but we can accommodate this with our support team. An additional password may be required to know who the person is asking for the alert to be initiated.

Notification Types
36. WENS provides real-time, detailed reporting and monitoring of delivered and non-delivered messages. All of the reporting is available on the account. The information is searchable by a variety of variables.

41. WENS allows for prioritization at the administrator level. WENS takes messages as initiated and queues them in chronological order, however, an administrator could send a message to one group first, and then another to ensure the first group is prioritized first.

Incident Management
67. Inspiron Logistics is based in Northeast Ohio. Our data centers are in Akron, Ohio (off site) and McLean, Virginia. Our staff is available for training and support.

69. Breakdown of SMTP vs. SMS



Infrastructure/Technology
71. Adding capacity is easy though any given day we are at 5% capacity across all accounts. We would be able to add capacity as needed within 7-10 business days by adding additional accounts and aggregators for the SMPP connection to the carriers.

74. WENS requires no maintenance from the county's perspective. WENS has a 99.99% up time as stated in our Service Level Agreement. Regular maintenance is performed on off-hours.

75. The system, from both a physical and electronic perspective, is highly secure not only due to Inspiron Logistics security requirements but also the mandated data security standards per all North American carriers.

The following pertains to the physical security for our Data Center locations and outlines our procedures:

24 x 7 video surveillance
Structurally reinforced server rooms
Key card only accessible server rooms
Full V5 Firewall

Real-time data back up
Eaton backup generators
Peripheral Manufacturing fire equipment

76. Network Environment

Production Environment:
Location: Akron, Ohio

Internet Connection: 100mbs to Expedient Communications

2 X HP Proliant DL380 Linux Webservers w/Red Hat OS
Adobe Coldfusion MX Enterprise Server
Enterprise ClusterCats Load Balancing Server
HP SmartArray Enterprise Firewall
APC Smart-UPS SC Power Backup

2 X HP Proliant DL380 Windows 2000 Advance Server Database Server
Microsoft SQL 2000 Enterprise Server
HP SmartArray Enterprise Firewall
APC Smart-UPS SC Power Backup

Remote Disaster Recovery Environment:
Location: McLean, Virginia

2 X HP Proliant DL380 Linux Webservers w/Red Hat OS
Adobe Coldfusion MX Enterprise Server
Enterprise ClusterCats Load Balancing Server
HP SmartArray Enterprise Firewall
APC Smart-UPS SC Power Backup

2 X HP Proliant DL380 Windows 2000 Advance Server Database Server
Microsoft SQL 2000 Enterprise Server
HP SmartArray Enterprise Firewall
APC Smart-UPS SC Power Backup

Staging/Dev Environment
Location: Akron, Ohio

1 X HP Proliant DL380 Linux Webservers w/Red Hat OS
Adobe Coldfusion MX Enterprise Server
Enterprise ClusterCats Load Balancing Server
HP SmartArray Enterprise Firewall

1 X HP Proliant DL380 Windows 2000 Advance Server Database Server
Microsoft SQL 2000 Enterprise Server
HP SmartArray Enterprise Firewall

All servers have intrusion detection services running and log any unauthorized attempts to access environment.

The system uses session variables that are set to five minutes to time out inactive computer sessions. The system is password protected requiring a greater than 6 character password that is alphanumeric and with at least one special character.

All data is indexed and archived for accountability purposes. All numbers are transmitted over a secure VPN via SMPP and are encrypted.

In maintaining the security of the system it is our policy that only authorized personnel have access to the system in specific areas. Access is based on the employee's responsibility within the data environment. For example, only coders have access to the WENS application and not the data. DBA's only have access to the data environment (which activity is tracked and only have read permissions). Network Administrators only have access to the network infrastructure and not the WENS application or data.

Our policy on data states that the system will be backed up in real time to our disaster/recovery site. In addition, nightly backups are done every single night and stored on a secure server. Those backups are sent to a tape back up every month.

77. WENS environment utilizes full onsite redundancy and has the ability to automatically port over in the event of any server failure.

78. The timeframe necessary to provision WENS to begin adding user data is an average of 30 days from the date of the signed contract. The following steps are taken after the contract is signed to implement WENS:
    - Kick off call
    - Discuss Marketing/launch strategies
    - Customize system
    - Build Entry point
    - Training
    - Test system/entry point with administrators
    - Final Call

79. Yes, WENS has a user guide built into the system and the same user guide is emailed to all of the administrators before training of the system begins. Please see attached for WENS user guide.

80. Training of the WENS system takes approximately 60 - 90 minutes and is done via WebEx, which is set up by Inspiron Logistics. Training covers everything in the system including:
    - Customizing the settings for your account
    - Setting up weather warnings for your specific area
    - User settings
    - Group Settings
    - Outgoing Alerts
        - Single Messages
        - Prepared Messages
        - External Triggers
    - IVDS
    - System Reporting

81. Initial training and any follow up training is done via WebEx, which is set up by Inspiron Logistics. There is no extra charge for any training done via WebEx.

Support

82. Inspiron Logistics will offer emergency support 24/7/365 and will offer general support on business days during business hours.

    Inspiron Logistics support time will be less than 1 business day during business days and business hours. Requested support after hours will have a respond time of one business day unless emergency response is needed and would be within three hours.

    Inspiron Logistics support is available by the following:

    - **Email us at ClientSupport@inspironlogistics.com**. This email is monitored several times per day. Before the close of that business day you will receive a confirmation email from one of our customer support staff. Email will be treated with the same priority as telephone calls.

    - **Telephone us at 1 (866) 988 9367**. This phone number is answered 24/7/365. Standard support is Monday through Friday, 8am though 5 pm EST. Emergency support is provided around the clock.

83. Maintenance support includes new versions, upgrades and patches that are issued during the term of the contract.

84. Inspiron Logistics customer support during business hours are full-time company company-employed professionals which are dedicated to specific accounts for relationship building and trained specifically to support the needs of their respective vertical. Background checks are done at Inspiron Logistics discretion on each personnel support.

Inspiron Logistics WENS User Guide

A guide to using the WENS system

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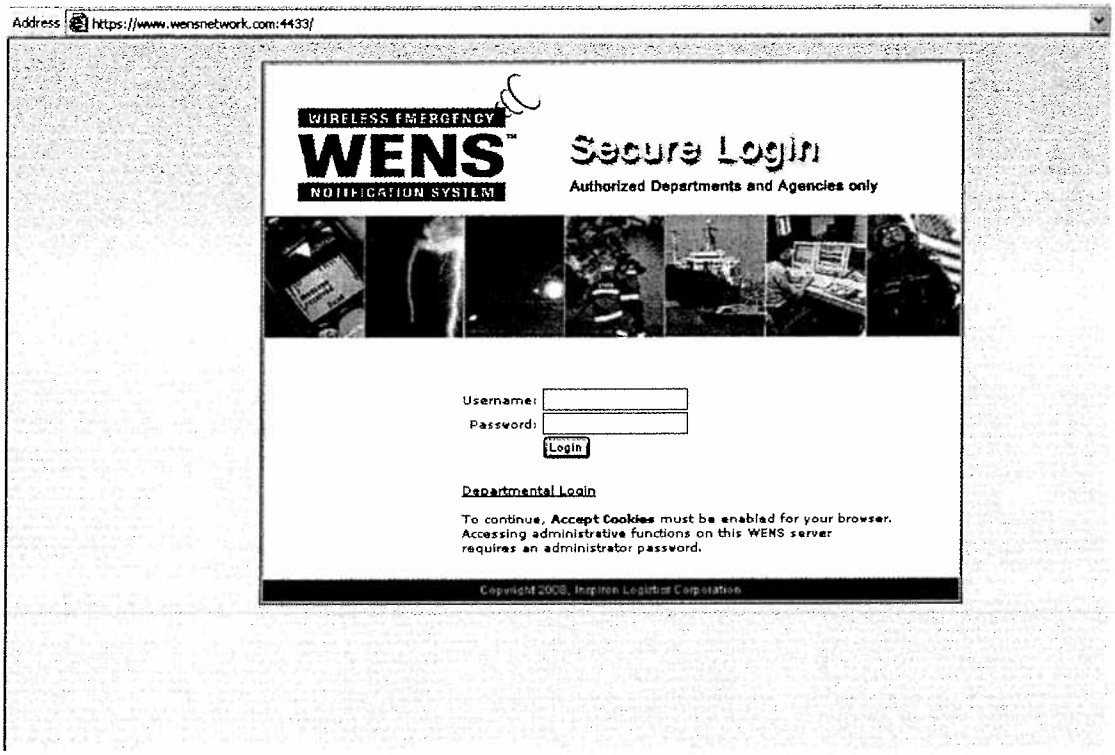
inspironlogistics®
Emergency Management Network >>

1.1 – Accessing WENS

To access the WENS system go to https://www.wensnetwork.com:4433/login.cfm

Note: This is a secure site so you must use https and not http and you must enter portal 4433

It is recommended to save this site as a favorite for easy and quick access.



1.2 – Logging into the WENS system

To access the main administration page, enter the username and password on the home page.

If logging in as a secondary user and not under the main administration page, click on the **Departmental Login** link on the homepage.

- The Departmental login is used for administrators that are set up with user restrictions.
- You will need the Account name, username and password which will be provided by the main WENS administrator.

Remember to always log out of WENS when you are done using the system.

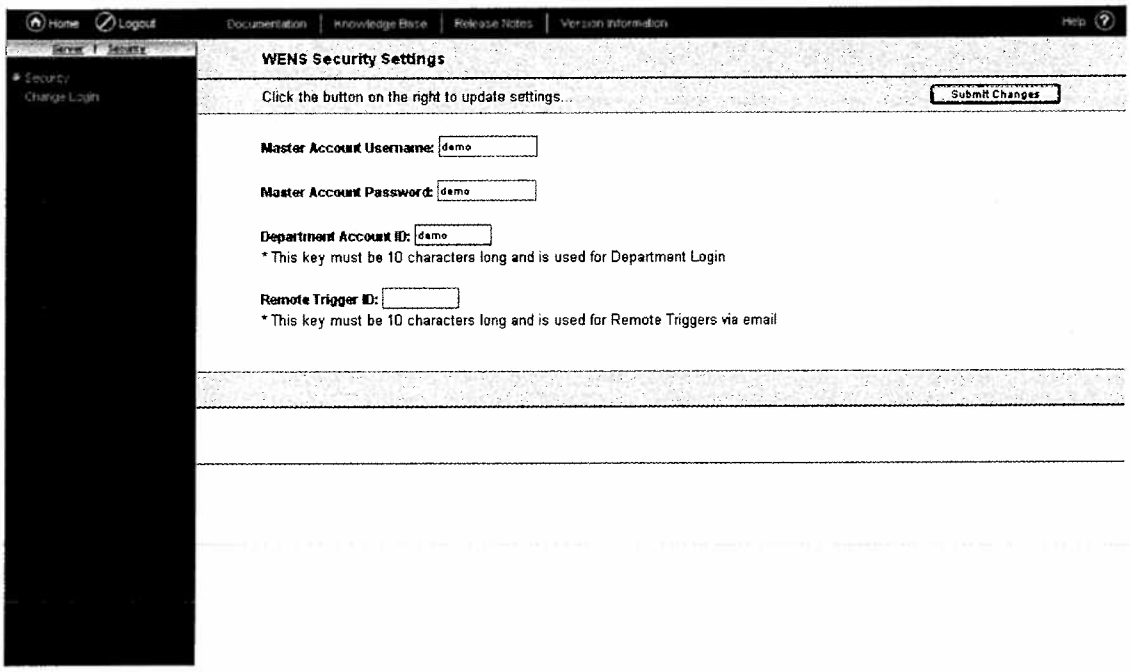
1.3 – Security

Security gives administrators the option to change the **Master Account Username**, **Master Account Password** and **Department Account ID**.

To make changes, click on the Security tab.

Change the username, password and/or account ID.

Click **Submit Changes**



2.0 User Settings

User settings give the administrator the option to modify/view groups and users.

2.1 – Settings

Path: **Server > System Settings > Settings**

Allows the administrator to customize the WENS system.

Each option provides a summary of what it allows the system to do.

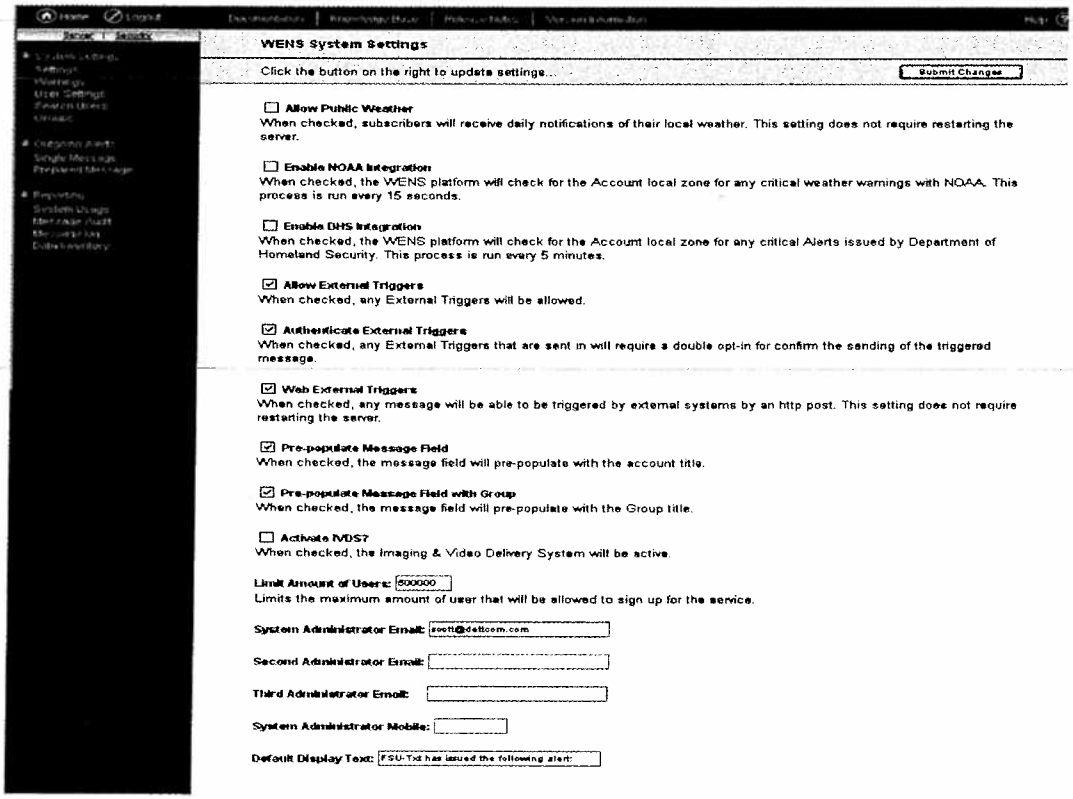
To change the settings, click on the box next to the option. The green check mark means that option has been selected.

The option to limit the amount of users is used as reference only.

System Administrator Email
Sends an email out to the specified email address every time there is a change done in the WENS settings. It is recommended to have the main administrators email address added.

Default Display Text
This is the text that will pre-populate in all of your messages.

After all the changes are complete, click **submit changes.**

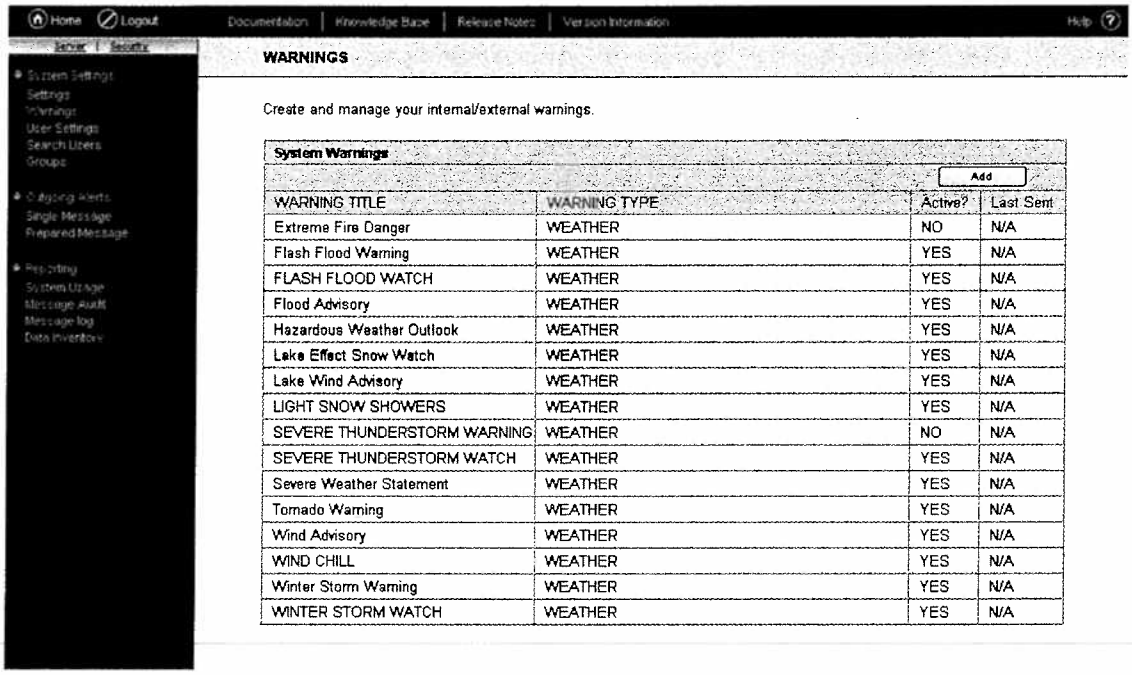


2.2 – Warnings

Warnings allows you to create and manage your weather warnings from NOAA.

Listed under **Server⟶ System Settings ⟶ Warnings**

A list of existing warnings will appear on the screen.



To view/change or delete details of a warning, click on the warning name and a screen with the details about the warning will appear.

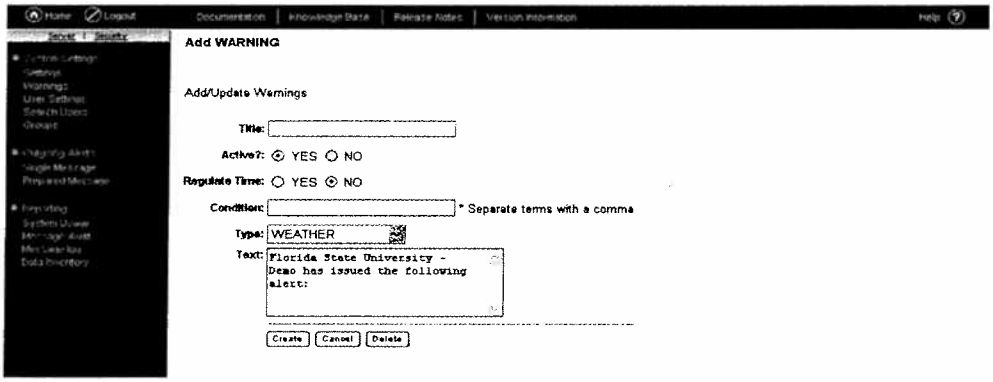
To change the warning, modify the field you are changing and click **Update.**

.

To delete the warning, click **Delete.**

To add a new warning, click the **Add** button from the main warnings screen.

The same screen to modify or delete a warning will appear with empty fields.



Fields to fill out:

Title:
This is what will appear on the warnings screen

Active:
Yes

Regulate time:
This will allow you to send the same message out at the same time every day/month/year. This should be No.

Condition:
Entered in this field will be the conditions of the warning you want to pull from the NOAA database. For example, if you want a Tornado Warning, you type "Tornado Warning" and it will pull the alerts from NOAA with that term. If you are entering more than one condition, a comma should be used to separate each term.

Type:
Should remain **Weather**.

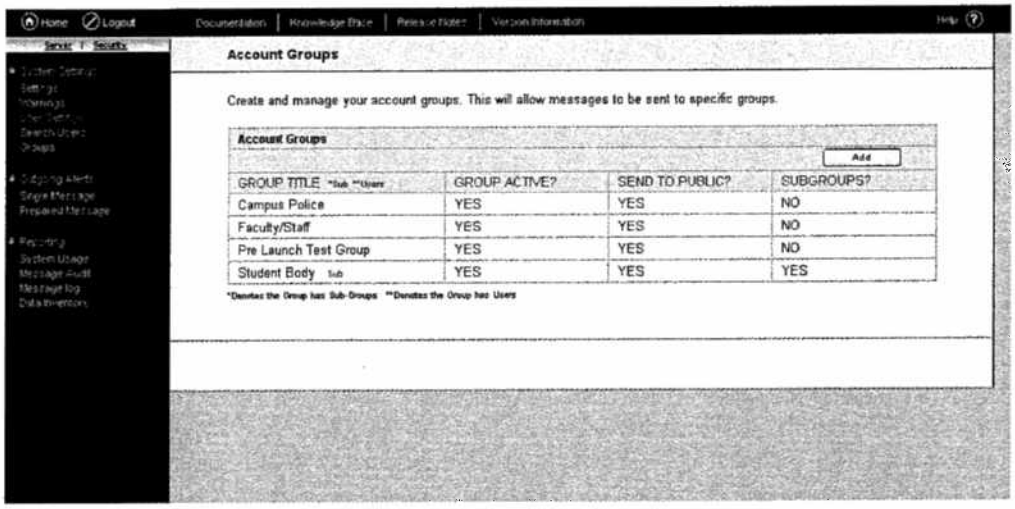
Text:
This will be the message that is sent out to the users.

2.3 – User Settings

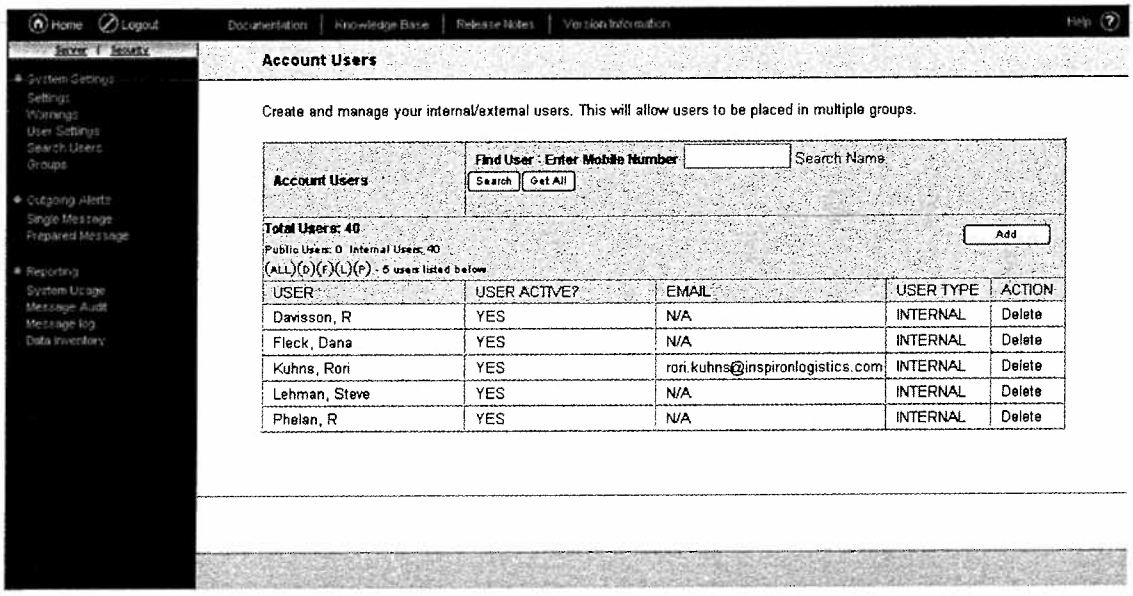
User Setting is used to modify, add or delete individual users.

Listed under **Server⟶ System Settings ⟶ User Settings**

A screen with all of the groups will appear.



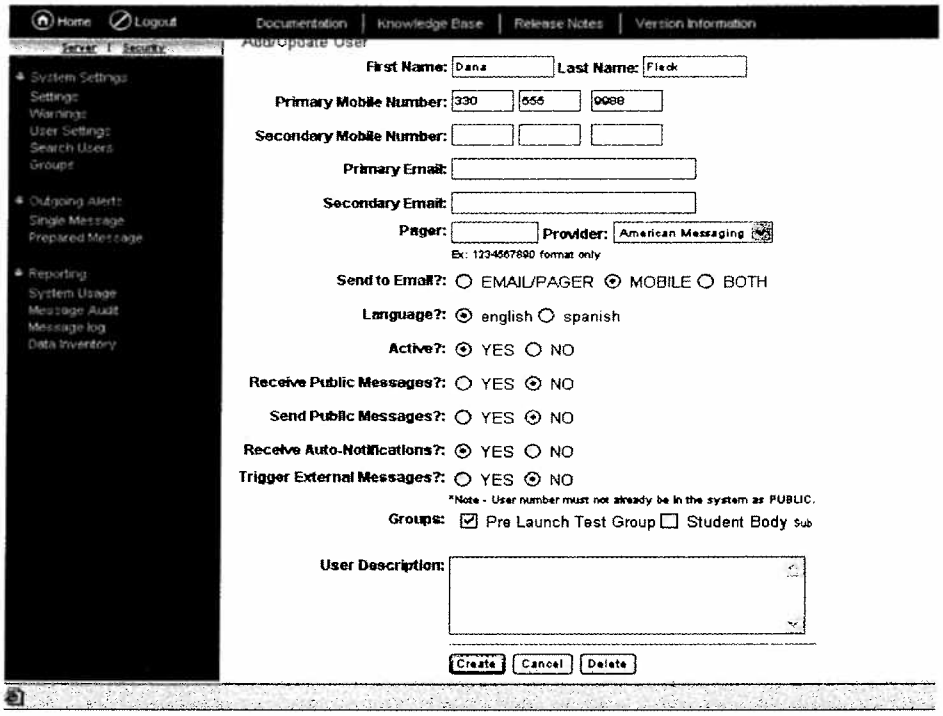
To find all the users in a group, click on the group name. A list of all the students in that group will appear by name or phone number.



You can search for a user in that group by entering their phone number in the **Find User** and clicking **Search name**.

To add a new user click on **Add**.

Fill in name and mobile. Email and pager can be filled in if you offer these options.



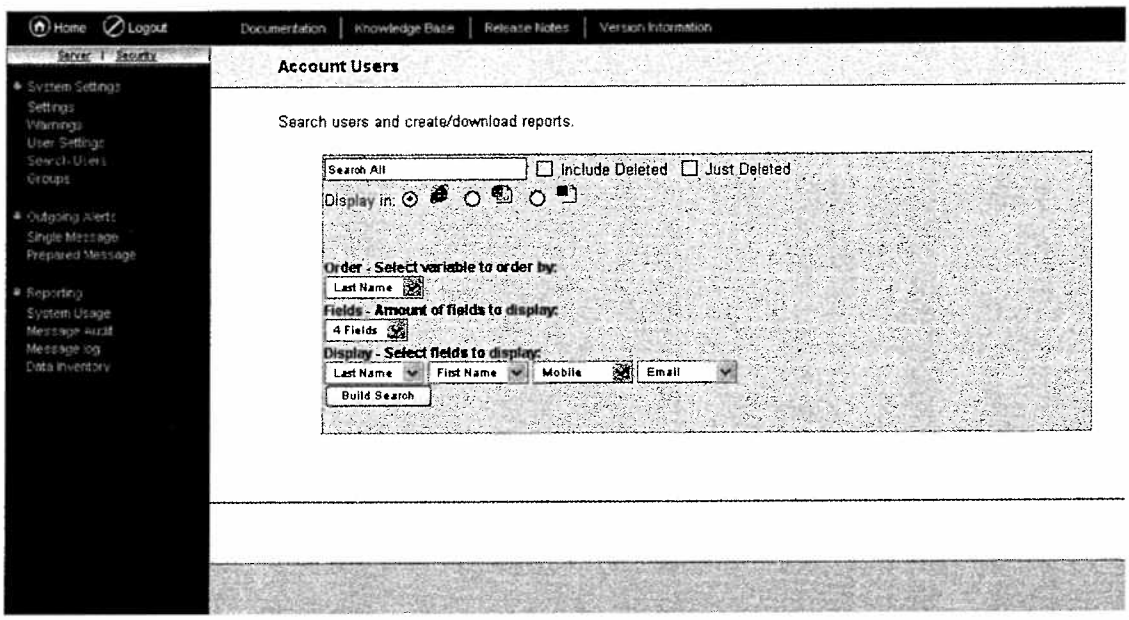
Settings should be set up as follows:

Send to Email:	Mobile (unless offering email/pager, then setting should be both)
Language:	English
Active:	Yes
Receive Public Messages:	No
Send Public Messages:	No
Receive Auto-Notifications:	Yes
Trigger External Messages:	No
Groups:	Check the group the user should be added to

2.4 Search Users

You can search users and create/download reports.

Listed under **Server⟶ System Settings ⟶ Search Users**



To search for a user, enter there phone number, name or email address into the search box. You have the option to include their deleted records or search for only their deleted records.

Display in:
Allows you to display on the same screen you are using or upload the file into Microsoft Word or Excel.

Order - Select variable to order by:
Enter how you are searching for the user.

Fields - Amount of fields to display:
Must remain at 4 fields

Display - Select fields to display:
Must remain: Last name, First name, Mobile, Email

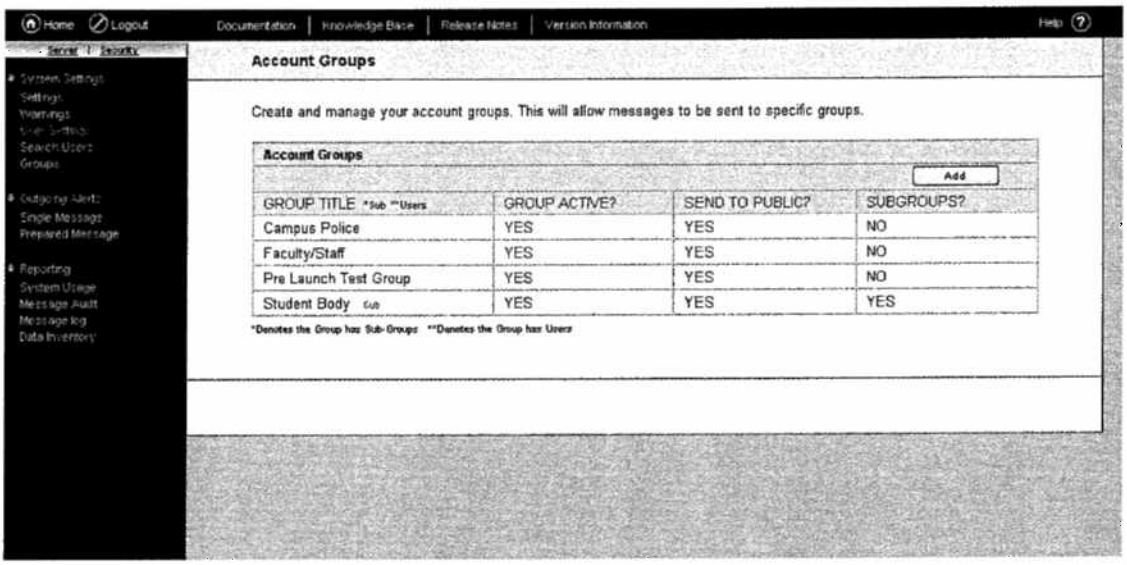
After the fields are selected, click **Build Search.**, it will populate the user information and every time they have been entered into the system.

Click on the name of the user and it will pull up all of their information.

2.5 – Groups

Create and manage your account groups. This will allow messages to be sent to specific groups.

Listed under **Server** ⟶ **System Settings** ⟶ **Groups**



To create a group, click on **Add**.

Title the group for the specific users that will be added. Example: Student, Faculty, Emergency Team

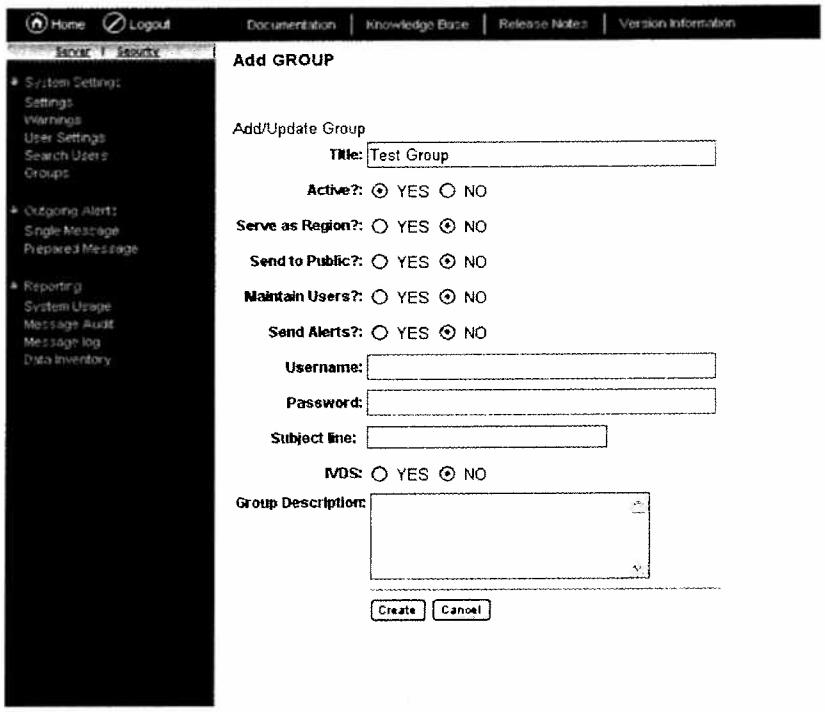
The settings should be set up as follows:

Active: Yes
Serve as Region: No
Send to Public: No
Maintain Users: No
Send Alerts: No
Username: Blank
Password: Blank
Subject Line: Blank
IVDS: No/Yes
Group Description: Blank

Click **Create**

Your group has now been set up.

To modify a group, click on the **Group Title** and it will pull up the group information



Make all appropriate changes and click **Create.**

3.0 Outgoing Alerts

Send single and prepared messages to groups and users.

3.1 – Single Message

You can send a single alert to all or different groups from this page.

Listed under **Server⟶ Outgoing Alerts⟶ Single Message**

Highlight the group you want to send a message to.

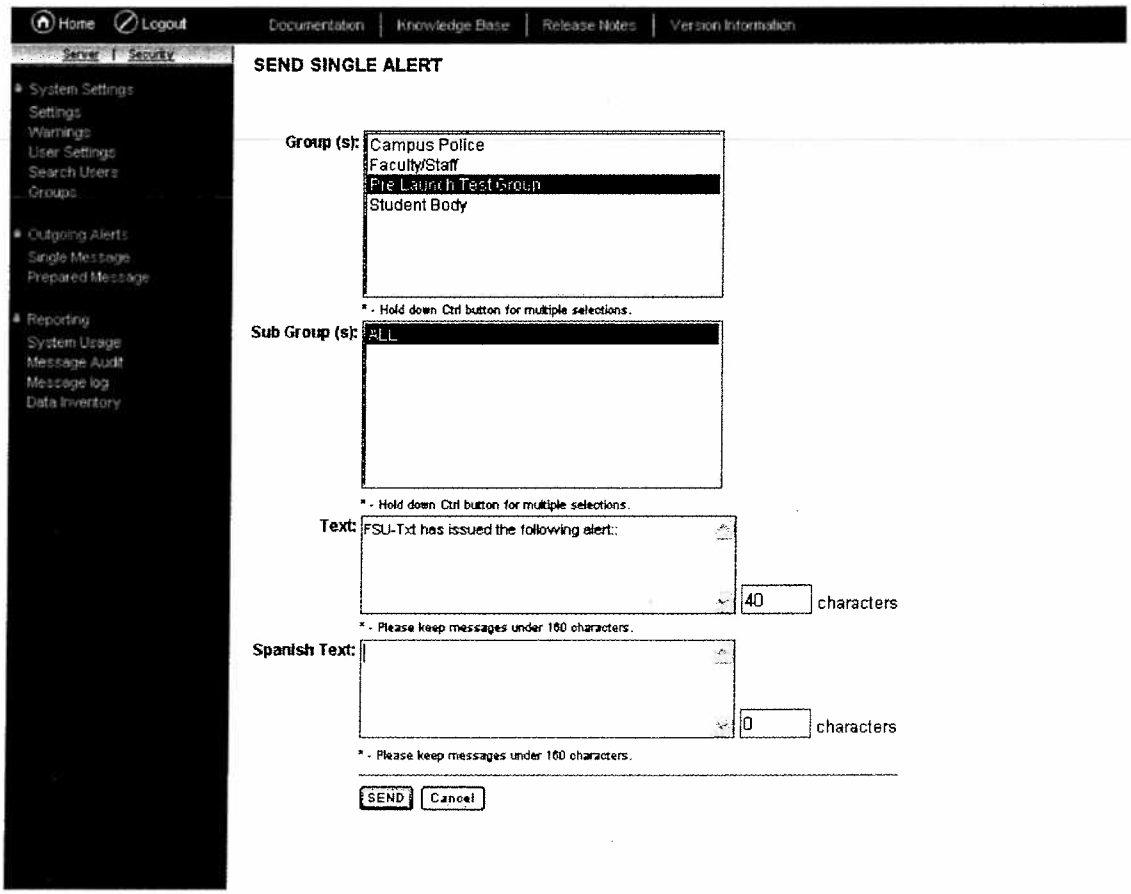
- You can select multiple groups by holding down the ***Ctrl*** key on your keyboard and clicking on each group you want to include.

Highlight the Sub Groups you want to include.

Enter the Emergency text you want to send out to the groups.

- This can only be 160 characters long.

Click **Send** and the message will be sent to the specific groups.



3.2 – Prepared Message

Create and manage your prepared messages. This will allow canned message to be triggered both internally and externally.

Listed under **Server⟶ Outgoing Alerts ⟶ Prepared Message**

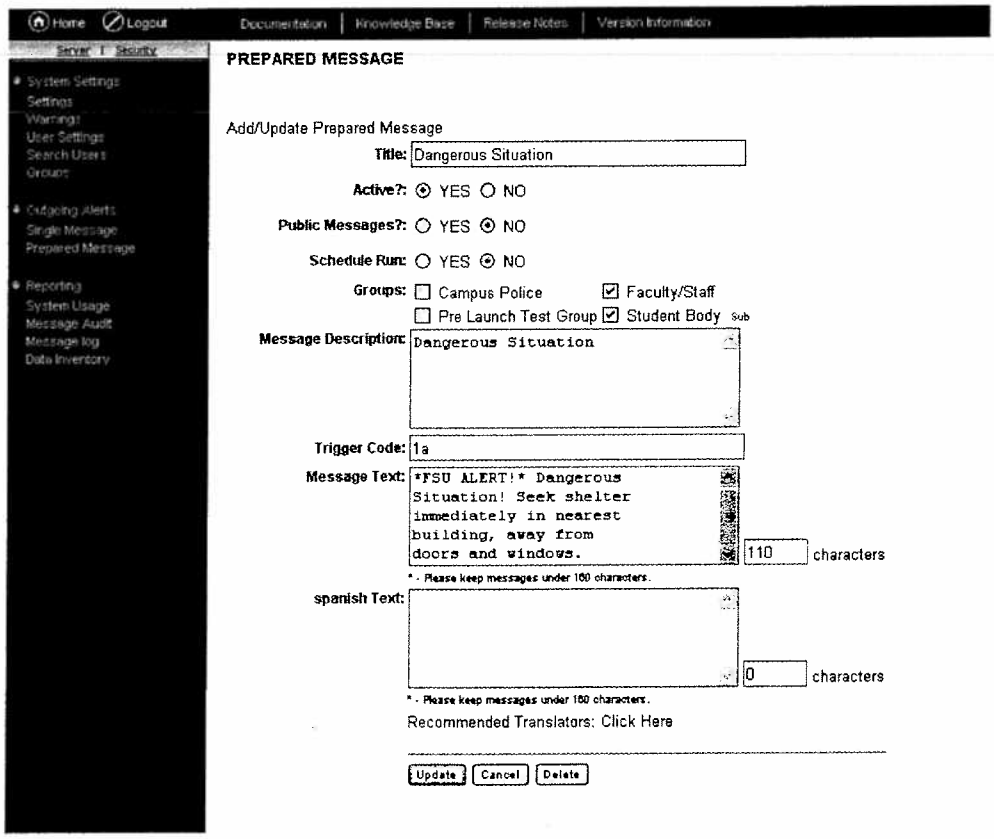
To add a prepared message, click the **Add** button.

The next screen will allow you to set up all of your settings for the prepared message.

The settings should be set up as follows:

Title:	Title of prepare message
Active:	Yes
Public Messages:	No
Schedule Run:	No
Groups:	Check each group you want the message to be sent to
Message Description:	Can be left blank or message description can be added
Trigger Code:	This can be any set of numbers or letters. This is the code used when activating external triggers.
Message Text:	Alert you want to send for this prepared message. This can be only 160 characters.

Click **Update** to create the prepared message.

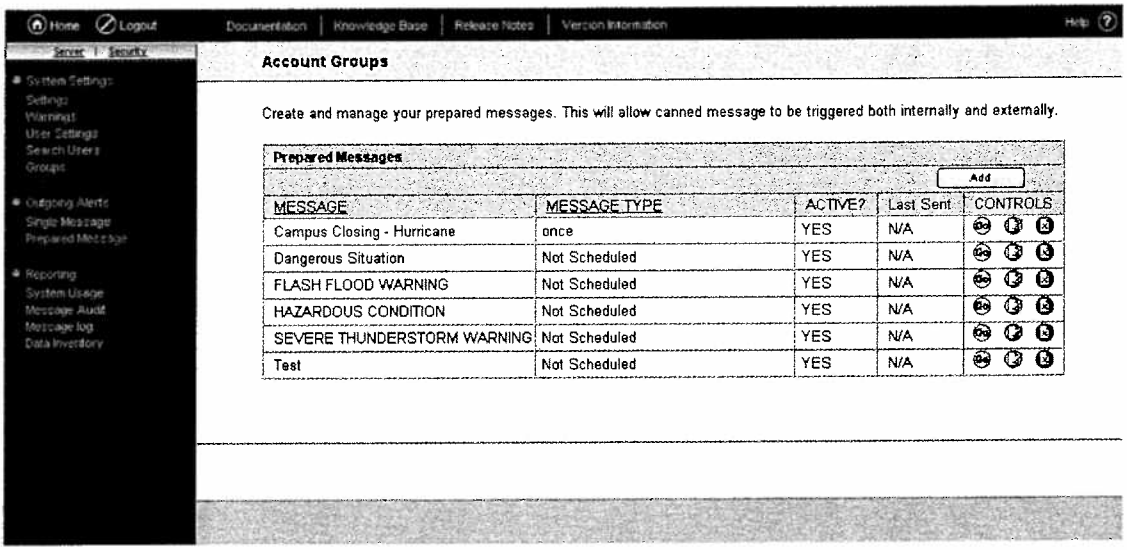


To send a prepared message, click on the button under **Controls** field next to the prepared message you want to send out.

The message will automatically be sent out to everybody in that group.

To edit the message, click on the button. This will pull up the same screen as when you're adding a prepared message.

To delete a prepare message, click on the button next to the message you want to delete.



3.3 – External Triggers

This allows an administrator to send an alert out via their cell phone.

Send a text message to **69310.**

Leave the subject line blank.

Enter the **Trigger Code** for that prepared message you want to send.

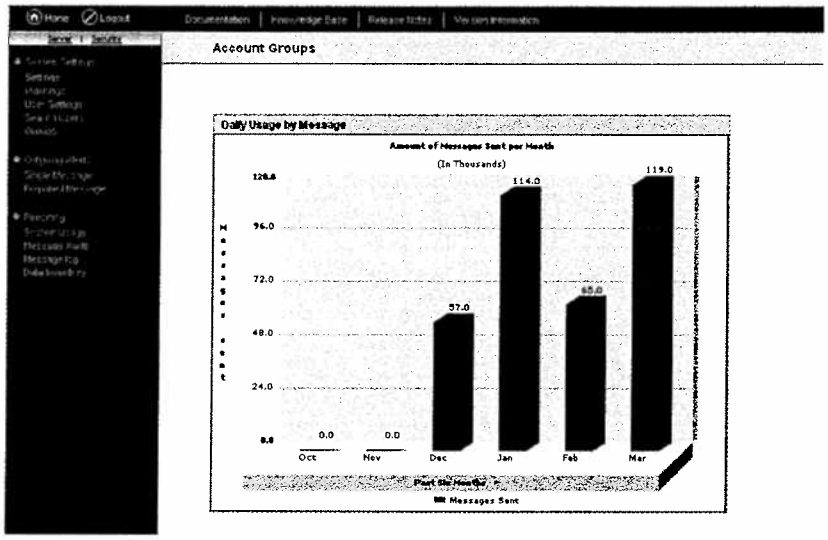
Hit send and that message will be sent to all the users in the prepared message.

4.0 Reporting

View incoming and outgoing message history, message logs and data inventory.

4.1 – System Usage

You can see at a quick glance how many messages you are sending out per month.

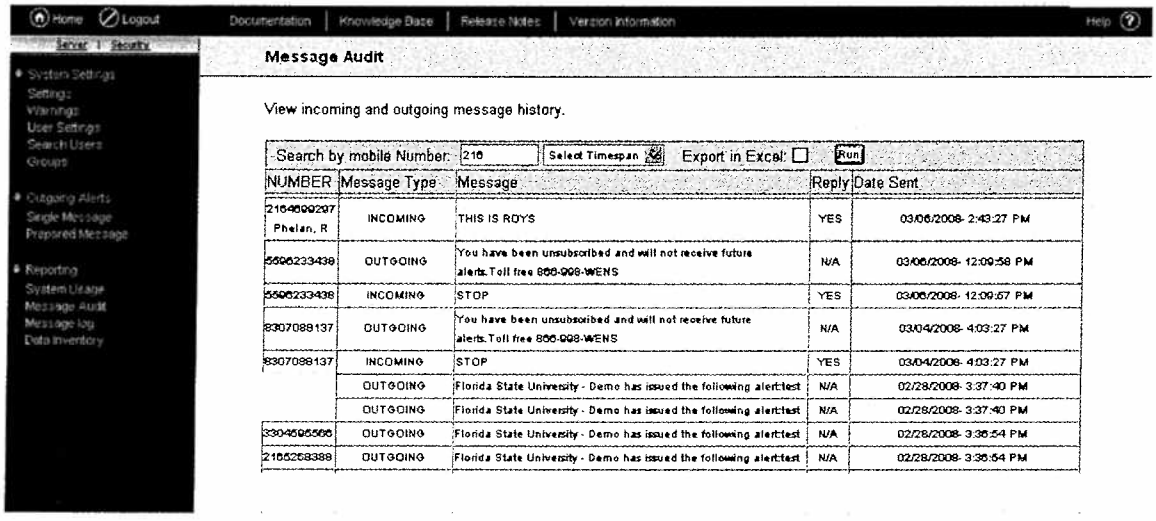


4.2 – Message Audit

View incoming and outgoing messages from users by cellular number.

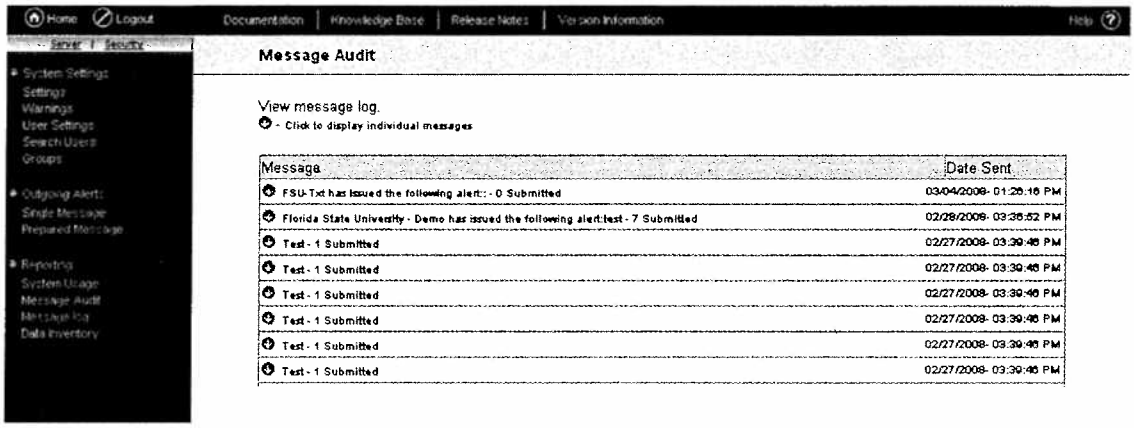
Incoming messages are highlighted in yellow.

You have the ability to search for a specific user and export the information into Excel.



4.3 – Message Log

Message Log gives you the ability to see all the messages you sent out and detailed information about the message.



To expand and the message to see the sent details, click on the ⊕ button.

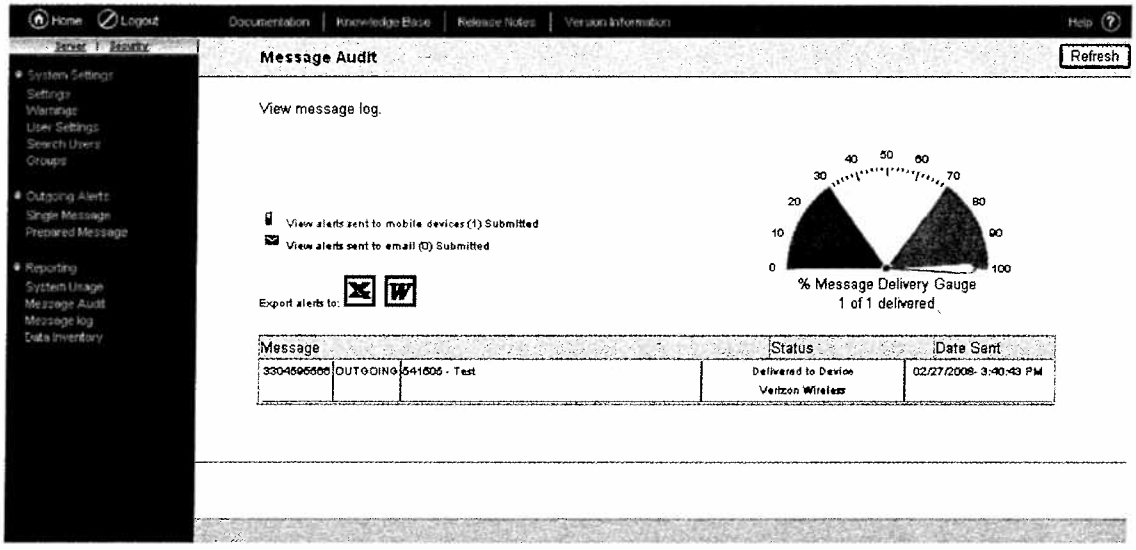
This will open the delivery gauge.

Note: The delivery gauge will change periodically depending on how often the carriers send delivery receipts.

To expand the message information click on View alerts sent to mobile devices (1) Submitted

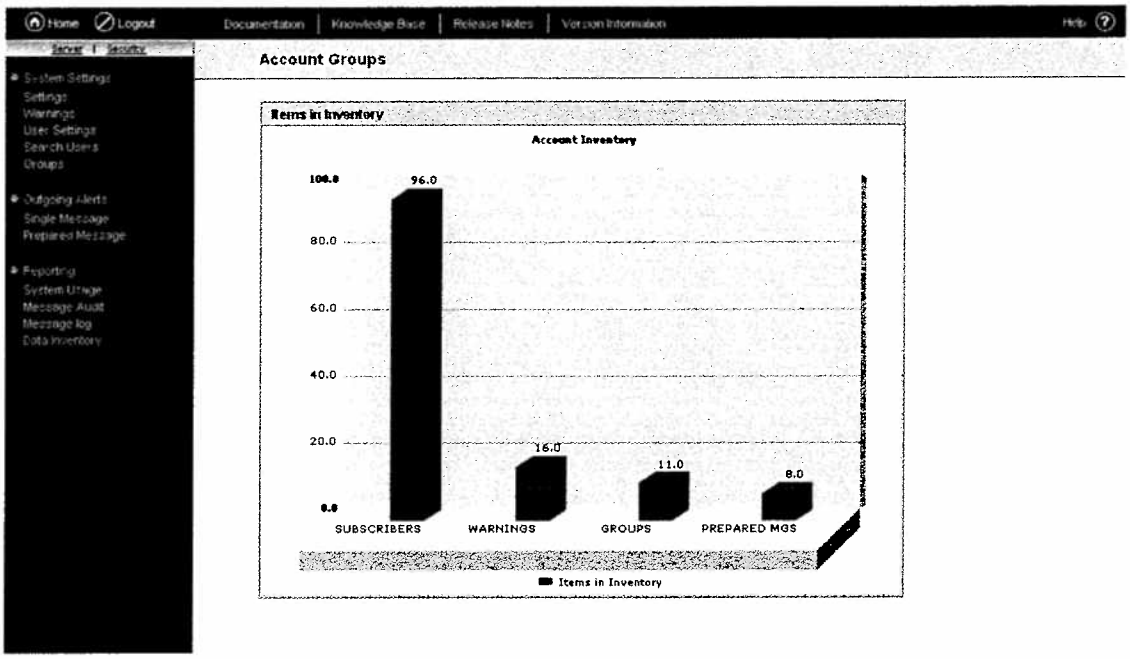
This will provide you with individual message details.

You have the ability export this information to Microsoft Excel or Word.



4.4 – Data Inventory

You can see at a quick glance how many subscribers are signed up and how many warnings, groups and prepared messages are set up.



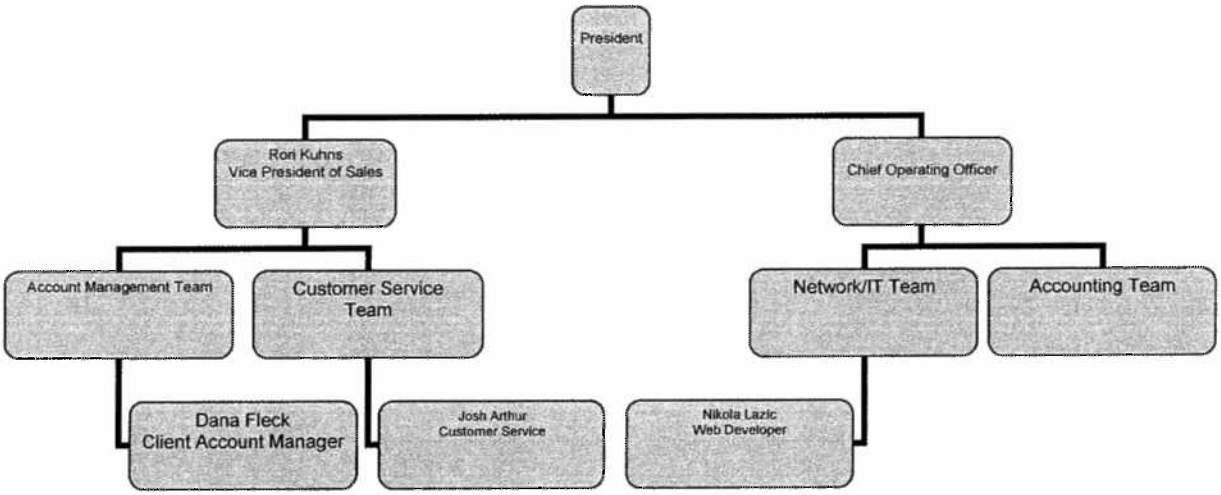
User Guide

Version: 1.0 March 7, 2008

Inspiron Logistics, LLC

Personnel and Staffing

The following Inspiron Logistics personnel will provide support for the Hidalgo County project:



Rori Kuhns, Vice President of Sales

Rori has joined Inspiron Logistics with over 17 years of sales, sales management and marketing experience spanning academic and B2B markets. She has focused almost exclusively on technology-driven products and solutions at start up or entrepreneurial organizations. Her team provides marketing and support materials for customers.

Dana Fleck, Client Account Manager

Dana has more than 8 years of client account management and project management experience. Dana has worked for a regional mobile carrier for 7 years, has worked on projects such as E911 and brings a wealth of knowledge about mobile technology.

Josh Arthur, Customer Service/Support

Josh was brought on board to assist in customer service and support for accounts like Hidalgo County. He is very familiar with the needs of customers.

Nikola Lazic, Senior Web Developer

Nikola is a very detailed developer working with clients on their unique requirements for using WENS. Nikola is also an expert in the WENS technology.

Insurance Requirement Acknowledgment

I, Ron Phelan, authorized representative for Inspiron Logistics llc, Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $ N/A General Liability: $ 1 million / occurrence
$2 million aggregate

☒ have already been met, see attached copy of insurance certificate.

Ron K Phelan
Authorized Representative

5/15/2008
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID TG INSPI-2 | DATE (MM/DD/YYYY) 04/21/08

PRODUCER

SeibertKeck Insurance Agency
2950 W. Market Street
Akron OH 44333-3600
Phone: 330-867-3140 Fax: 330-865-6826

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Inspiron Logistics, Inc.
2251 Front Street Suite 105
Cuyahoga Falls OH 44221

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Westfield Insurance Company	
INSURER B:	Central Mutual Insurance	20230
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC	04093008319	04/15/08	04/15/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 5000 $ Excluded $ 2000000 $ Excluded
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	CWP4266632	02/25/08	02/25/09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATUTORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The certificate holder is named as an additional insured.Contingent BI/PD Included; Errors & Omission $1,000,000 w/$5000 deductible

CERTIFICATE HOLDER

PALMB-3

Palm Beach County, Florida
Care of Purchasing Department
50 South Military Trl,Ste 110
West Palm Beach FL 33415

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Trista L. Glanco

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

The Certificate Holder is added to the Commercial General Liability policy for vicarious or contributory negligence for Bodily Injury or Property Damage caused in whole or in part by the acts or omissions of the Named Insured or those acting on behalf of the Named Insured. No coverage is provided for sole-negligence of the Additional Insured.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Inspiron Logistics llc, possess all of the APPLICABLE:

1. Licenses: na.
2. Bonds: na.
3. Certificates: see insurance certificate.
4. Permits: na.
5. Other: na.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Roy K Pruno
Authorized Signature

5/15/2008
Date

Inspiron Logistics llc
Company

2251 Front St Suite 105
Address

Cuyahoga Falls OH 44221
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.**

NONE

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 Ray K Pm

Signature of person doing business with the governmental entity

5/15/2008

Date

Adopted 06/29/2007

Form **W-9**
(Rev. November 2005)
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)
Inspiron Logistics llc

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation (llc) ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
2251 Front St. Suite 105

Requester's name and address (optional)

City, state, and ZIP code
Cuyahoga Falls OH 44221

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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
| | | | | | | | | |

or

Employer identification number
2 6 0 1 5 4 1 9 8 4 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Ron K Phu Date ► 5/15/2008

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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, Roy Phelan, 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: Roy K Phelan Chief Operating Officer

Subscribed and sworn to before me this 15 day of May 2008.

Dana Heck

Notary Public

My commission expires: August 6, 2011, 2008.

May 15, 2008
RE: Debarment Certification

Dear Ms. Salazar:

As requested in RFP NO: 2008-154-05-21-MSS Inspiron Logistics is free from suspension or debarment pursuant to federal regulation 45CFR76.

Sincerely,

Roy Phelan
Chief Operation Officer

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: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: Inspiron Logistics LLC **Telephone No.** (866) 998-9367

dba Name: Same

Legal Name: Inspiron Logistics LLC

Mailing Address : 2251 Front Street **Fax No.** (330) 922-4750

Physical Address: 2251 Front Street, Suite 105

City, State, Zip Cuyahoga Falls, OH **Tax I.D. No.** 26-1549848

Remit to Address : 2251 Front Street 44221 **City, State, Zip** Cuyahoga Falls, Ohio 44221

E-Mail Address: rori.kuhns@inspiron logistics.com

Representative(s) Name(s) & Title(s) Rori A. Kuhns, VP of Sales

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: Ohio **Date:** 2003 **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:
Scott Detting, President and Roy Phelan, Chief Operating Officer

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 ❒X 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:

Proposed Price Schedule for County of Hidalgo, Texas

Year 1-Account Set-up Fee (One time):	$1,800.00
Year 1-Monthly Account Service Fee:	$1,991.00
Year 1 Total Annualized:	$25,692.00
Less Multi-Year Discount	7%
Year 1 Total Annualized With Discount:	**$23,894.00**
Year 2 Total Annualized With Discount:	**$23,894.00**

The quote includes the following:

- Fully hosted account
- Implementation Project Plan
- Unlimited Group Administrator Accounts
- Unlimited Number of Users/Registrants
- Online Training for All Administrators
- 24/7/365 Customer Support

Onsite support would be billed an hourly rate of $80/hour and would incur reasonable Travel and Expenses that would be billed to Hidalgo County.

EXHIBIT "B"
FEE SCHEDULE

PURCHASING DEPARTMENT
County Of Hidalgo

Rori Kuhns, Vice –President of Sales and Marketing
INSPIRON LOGISTICS
2251 Front Street Suite 105
Cuyahoga Falls, OH 44221

Via email:
rori.kuhns@inspironlogistics.com

RE: Request of Best and Final Offer (BAFO)
Hidalgo County-"Emergency Alert System"-RFP

Dear Ms. Kuhns:

We are in receipt of your Scope of Services and Fee Schedule. However, as part of the negotiations process, we are requesting that you submit a Best and Final Offer (BAFO) on the rates submitted as follows and as attached hereto:

Type of Services	Fee Submitted	Best and Final Offer (BAFO)
Year 1-Account Set-up Fee (One time):	$1,800.00	$1,800.00
Year 1 –Monthly Account Service Fee	$1,991.00	$1,991.00
Year 1 –Total Annualized: ($1,991.00 x 12= $23,892.00 + $1,800.00)	$25,692.00	$25,692.00
Less Multi-Year Discount 7% ($1,798.00)	7%	10 %
Year 1 Total Annualized with Discount	$23,894.00	$23,123.00
Year 2 Total Annualized with Discount	$23,894.00	$21,503.00
Onsite Support	$80.00 hr. + Travel & Expenses	$80/hr plus T+E

The County is committed to negotiating a contract that will be beneficial to both parties. In this spirit of cooperation we ask that you respectfully re-consider the rates you are proposing and submit your Best and Final Offer (BAFO) by no later than 5:00 P.M. on Thursday, June 5, 2008.

Please submit your Best and Final Offer (BAFO) Via Facsimile No. (956) 318-2629 or Via Email moises.salazar@co.hidalgo.tx.us and mail the original to our office (2812 S. Bus. Hwy. 281, Edinburg, TX. 78539).

Thank you in advance for your prompt attention to this request. Should you have any questions or require additional information, please do not hesitate to contact me (956) 292-7000 x-4863.

Approved

Respectfully,

Moises Salazar, Buyer II
Hidalgo County Purchasing Department

Encl.

xc: Mario Betancourt (mario.betancourt@co.hidalgo.tx.us)
File

EXHIBIT "C"
INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID TG INSPI-2 | DATE (MM/DD/YYYY) 06/11/08

PRODUCER

SeibertKeck Insurance Agency
2950 W. Market Street
Akron OH 44333-3600
Phone: 330-867-3140 Fax: 330-865-6826

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Inspiron Logistics, Inc.
2251 Front Street Suite 105
Cuyahoga Falls OH 44221

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Westfield Insurance Company	
INSURER B: Central Mutual Insurance	20230
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC	04093008319	04/15/08	04/15/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 5000 $ Excluded $ 2000000 $ Excluded
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	CWP4266632	02/25/08	02/25/09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The certificate holder is named as an additional insured.Contingent BI/PD Included; Errors & Omission $1,000,000 w/$5000 deductible

CERTIFICATE HOLDER

HIDAL-1

The County of Hildago
Purchasing Department
2812 S. Bus. Hwy 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Trista L. Glanco

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

STATE OF OHIO

BUREAU OF WORKERS' COMPENSATION

COLUMBUS, OHIO 43215-2256

CERTIFICATE OF PREMIUM PAYMENT

This certifies that the employer listed below has paid into the State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. For more information call 1-800-OHIOBWC.

THIS CERTIFICATE MUST BE CONSPICUOUSLY POSTED.

POLICY NO. AND EMPLOYER

PERIOD SPECIFIED BELOW

1544904 [illegible]/18/2008 THRU 08/31/2008

INSPIRON LOGISTICS
229 RIVERFRONT PKWY
CUYAHOGA FALLS OH 44221-2580

ohiobwc.com

Marsha P. Ryan

ADMINISTRATOR

THIS CERTIFICATE MAY BE REPRODUCED AS NEEDED

OHIO BUREAU OF WORKERS' COMPENSATION

REQUIRED POSTING

Effective October 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means that an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove that the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

THIS LANGUAGE MUST BE POSTED WITH THE CERTIFICATE OF COVERAGE

inspironlogistics®
Emergency Management Network >>

FACSIMILE TRANSMITTAL SHEET

TO: MOISES SALAZAR

FROM: RORI A. KUHNS

FAX NUMBER: 956-318-2629

DATE: JUNE 12 2008

REGARDING:
Workers comp

TOTAL NO. OF PAGES INCLUDING COVER: 2

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

www.inspironlogistics.com

2551 FRONT STREET
SUITE 105
CUYAHOGA FALLS, OHIO44221
(877) 998-9367
FAX: (330) 922-4750

AI-10273 **14.A.6.**

Scrap Metal

CC REGULAR

Date: 07/28/2008
Submitted By: Mary Maldonado, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting approval to exercise the ninety (90) days (as provided in current contract) with Mesquite Metal Holdings, LLC so as not to have a lapse in services while completing the procurement process. C-06-249-08-15

BACKGROUND

Letter to vendor
Current contract

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-360-00-000-000-0-000
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Revenue generated by the sale of scrap metal

Attachments

Link: Scrap Metal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/22/2008 03:57 PM	APRV
2	Budget & Management	Veronica Lopez	07/25/2008 08:15 AM	APRV
3	Dale Kennan	Dale Kennan	07/25/2008 08:33 AM	APRV
4	Auditor's Office		07/25/2008 09:32 AM	NEW

Form Started By: Mary Maldonado Started On: 07/21/2008 04:14 PM

Final Approval Date: 07/25/2008

PURCHASING DEPARTMENT
County Of Hidalgo

July 22, 2008

Mr. Lance Walker
Mesquite Metal Holdings LLC
PO Box 169
Alamo, Texas 78516

Re: E-07-356-08-14 "Removal and Sale of Scrap Metal"

Dear Mr. Walker:

Commissioners' Court will take applicable action (Monday, July 28, 2008) in connection with the Hidalgo County's option to extend an additional ninety(90)) day period as provided in the current service agreement (under the same rates, terms and conditions). Effective date of the renewal is August 8,2008 to November 8, 2008. Please acknowledge receipt of this notice of extension by [illegible] and returning to the Purchasing Department by no later than, Friday, July 25, 2008, 5:00 p.m., via facsimile to (956) 318-2629.

6. Hidalgo County reserves the right to add or delete any future sites for bin placement.

By: _____ Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Mary A. Maldonado

Mary A. Maldonado
Hidalgo County Contracts Manager

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-06-249-08-15

THIS CONTRACT is made and entered into this 15th day of August , 2006 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and Mesquite Metal Holdings, LLC, a Limited Liability Corporation("Company").

WHEREAS, Company responded to advertised notices for bids for **"Removal and Sale of Scrap Metal"** (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" 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 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 in 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 **Administrator** or

his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **August 15, 2006** and ending on **August 16, 2007** and may be extended at the sole discretion of County for an additional ninety (90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and

equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

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

If to County:

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

If to Company

Mesquite Metal Holdings LLC
Attn: Lance Walker
PO Box 169
Alamo, Texas 78516

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. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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.

WITNESS our hands in duplicate originals this_____ day of _____, 2006.

COUNTY OF HIDALGO

By:_____
~~Ramon Garcia, County Judge~~

ATTEST:

~~Eddy Trevino~~, County Clerk

COMPANY: Mesquite Metal Holdings LLC
By:_____

Printed Name: LANCE WALKER

Title: PRES.

Approved by Commissioners' Court on August 15, 2006

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____ 2-20-07

EXHIBIT "A"
SPECIFICATIONS

HIDALGO COUNTY
"REMOVAL AND SALE OF SCRAP METAL"
BID NO. 06-249-07-26-VGG

SPECIFICATIONS

PROJECT OVERVIEW

Hidalgo County collects "metal materials" at different sites throughout the County, as described in Attachment No. 1. Residents permitted to deposit and dispose of their household solid waste on occasion will include metal material(s).

SPECIFICATIONS,

1. The bid contract will be for the removal and sale of scrap metal on an as needed basis.

2. Vendor must provide a scrap metal bin in which all scrap material will be placed in and removed by the vendor. (See Attachment 1 for list of bin placement locations)

Attachment 1

Hidalgo County Precinct No. 2

1) El Gato Collection Station - Border Road & El Gato Road-South of Alamo

Hidalgo County Precinct No. 3

1) Pending Location (Location of bins will be forwarded to the awarded vendor)
2) Pending Location

Hidalgo County Precinct No. 4

1) Primary Recovery Center- 1101 North Doolittle Road- Edinburg

EXHIBIT "B"
FEE SCHEDULE

"EXHIBIT B"

HIDALGO COUNTY
"REMOVAL AND SALE OF SCRAP METAL"
BID NO. 06-249-07-26-VGG

BID PAGE
DISPOSAL FEE OR PAYMENT

DESCRIPTION	FEE
Removal and Sale of Scrap Metal	Price Per Pound:
	or
	Price Per Ton: $50.00

AI-10308 **14.A.7.**

County wide Emergency Declaration-All Precincts and/or Elected Offices, Department, Programs or Agencies
CC REGULAR

Date: 07/28/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Presentation by Precincts, Elected Offices, Departments, Programs or Agencies on the status of County Property and/or Health & Safety issues due to "Dolly";

B. Approval of "Emergency Declaration" due to "Dolly";

C. Requesting exemption from competitive bidding requirements pursuant to Texas Local Government Code, Chapter 262, Section .024 (a) (1) (2) (3) and the granting of the "Order";

D. Requesting approval of contract(s) with the following vendors_____in order to address and relieve the immediate emergencies due to "Dolly".

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Funding would need to be identified and appropriated for any expenditures.

Possible funding source(s) is G/F.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/22/2008 04:04 PM	APRV
2	Budget & Management	Veronica Lopez	07/25/2008 08:23 AM	APRV
3	Ivan Cantu		07/25/2008 09:32 AM	PEND

Form Started By: Marty Salazar

Started On: 07/22/2008 03:49 PM

Final Approval Date: 07/25/2008

AI-10309 **14.A.8.**

Disaster Recovery-Mutual Benefit and Use Agreements/Interlocals and Consulting Services

CC REGULAR

Date: 07/28/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Presentation for discussion, consideration and approval and/or ratification (whichever is applicable): of a Mutual Benefit and Use Agreement between the County of Hidalgo and the City of Kingsville in connection with storm recovery related services;

B. Presentation for discussion, consideration and approval and/or ratification (whichever is applicable) to negotiate and/or engage consulting services through our membership/participation with the Houston-Galveston Area Council awarded vendor Beck Disaster Recovery;

C. Presentation for discussion, consideration and approval to enter into an Interlocal Agreement with Hidalgo County Drainage District #1 in connection with gasoline and diesel fuel services (all grades) through the DD#1's awarded vendor.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Funding will be identified through Executive and Budget Officer and appropriated for incurred disaster recovery related expenses.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Nielda Cavazos	07/25/2008 08:22 AM	APRV
2	Budget & Management	Veronica Lopez	07/25/2008 08:23 AM	APRV
3	Ivan Cantu		07/25/2008 09:32 AM	PEND
Form Started By: Marty Salazar			Started On: 07/24/2008 12:33 PM	

Final Approval Date: 07/25/2008

AI-10303 **14.B.1.**

Authority to Advertise "Culvert Pipe/Bridge Washout" Project
CC REGULAR

Date: 07/28/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

A. Presentation for discussion, consideration and action related to the engagement of professional services required to assess and detail the scope of work (i.e. excavation) to be contracted to relieve and address the "emergency situation declared by CC on 7-22-08" in connection with the "culvert pipe/bridge washout" on Mile 3N & FM 491 including acceptance and approval of invoices related to same (if necessary and applicable);

B. Authority to advertise for all necessary construction and related goods and/or services in connection with the: Repair and/or Re-construction-Culvert Pipe/Bridge Washout" at Mile 3N & FM 491;

C. Authority to engage the engineering services required to develop and draft specifications and scopes of work through the County's approved "pool" of engineers and protocol for nomination of at least three (3) firms, grading/scoring/evaluation, presenation of grid, ranking by CC and negotiation of a contract for said services;

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Funding will need to be identified and appropriated for incurred expenses and future purchases, contracts and engagements.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/22/2008 04:01 PM	APRV
2	Budget & Management	Veronica Lopez	07/25/2008 08:21 AM	APRV
3	Ivan Cantu		07/25/2008 09:32 AM	PEND

Form Started By: Marty Salazar

Started On: 07/22/2008 03:00 PM

Final Approval Date: 07/25/2008

AI-10297 **14.C**

Requesting approval of Supplemental No. 1 for WA#7 for R. Gutierrez Engineerir
CC REGULAR

Date: 07/28/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Requesting approval of Supplemental Agreement No. 1 to Work Authorization No. 7 for currer contract (contract C-07-358-09-04 approved by CC on 05/13/08) with R. Gutierrez Engineerin for the South Tower Park to reflect a $4,000.00 increase to the total project estimated cost, bringing the total estimated project cost to $12,000.00. C-07-358-09-04

BACKGROUND

PO # 603743

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1212-452-00-122-008-0-739
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO 603743 has a balance of $8,000.00 as of 7/25/08. A PO increase will be needed in the amount of $4,000.00 to bring the aforementioned PO amount to the total of $12,000.00. Funding is available in the account for the required PO increase.

Attachments

Link: Supplemental Agreement

Link:
C-07-358-09-04-R.Gutierrez-General Engineering Services-Pct 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/22/2008 03:59 PM	APRV
2	Budget & Management	Veronica Lopez	07/25/2008 08:19 AM	APRV
3	Dale Kennan	Dale Kennan	07/25/2008 09:11 AM	APRV
4	Auditor's Office		07/25/2008 09:32 AM	NEW

Form Started By: Rocio Villarreal — Started On: 07/22/2008 11:49 AM

Final Approval Date: 07/25/2008

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R. Gutierrez Engineering Corporation

July 15, 2008

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Proposed Supplemental Agreement No. 1 – South Tower Park Construction Management
Project No. ENG07.032g

Dear Commissioner Palacios:

We are continuing to provide the construction management services for the South Tower Park project. As it turns out, the work involved in managing construction of the project is more than had been anticipated. I am submitting a proposed Supplemental Agreement No. 1 to increase the fee payable by $4,000.00 under Work Authorization No. 7. This increase brings the total fee payable under this work authorization to $12,000.00 and should cover the remaining construction management services needed on this project.

Enclosed are two original signature copies of the proposed Supplemental Agreement No. 1 to Work Authorization No. 7 of the 2007 Road & Bridge Contract. If this Supplemental Agreement No. 1 meets your approval, please place it before Commissioners Court for approval and signature. Please return one original signature copy for my files. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

encl
cc: Files

RECEIVED BY HIDALGO COUNTY
PURCHASING DEPARTMENT

By _____

Time _____

130 E Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
TO WORK AUTHORIZATION NO. 7
Contract No. C-07-358-09-04

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of the Agreement made by and between the HIDALGO COUNTY, acting herein by and through COMMISSIONER'S COURT, hereinafter called the "OWNER," and, R. Gutierrez Engineering Corporation, professional engineers of Pharr, Texas, hereinafter called "ENGINEER".

WHEREAS, OWNER and ENGINEER executed Work Authorization No. 7 to Contract No. C-07-358-09-04, on the 13th day of May 2008 to provide general construction management services and construction staking services for the construction of South Tower Park, Hidalgo County, Texas, hereinafter referred to as the "Project";

WHEREAS, in Work Authorization No. 7, the estimated cost for services under the Work Authorization are not to exceed $8,000.00, and it has now become necessary to revise the estimated cost;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER and ENGINEER agree to the following amendment to Work Authorization No. 9 as follows:

1. The estimated cost for services under this Work Authorization is not to exceed $12,000.00.

2. Except as amended by this Supplemental Agreement, the remaining provisions of the Agreement are unchanged and shall remain in full force and effect.

RECEIVED BY HIDALGO COUNTY
PURCHASING DEPARTMENT

By _____

Time _____

IN WITNESS WHEREOF, the ENGINEER and OWNER have caused this Supplemental Agreement to Work Authorization No. 7, for Professional Engineering Services to be executed as of the ____ day of _____ 2008.

R. GUTIERREZ ENGINEERING CORPORATION

BY: _____
Ramiro Gutierrez, P.E., President

HIDALGO COUNTY

BY: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners Court: _____

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

RECEIVED BY HIDALGO COUNTY
PURCHASING DEPARTMENT

By _____

Time _____

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-07-358-09-04

THIS AGREEMENT is made, entered into and executed as of the **4TH** day of **September, 2007** by and between the **COUNTY OF HIDALGO,** acting herein by and through the Hidalgo County Commissioners Court, hereinafter called the "Owner" and **R. Gutierrez Engineering Corporation, a Texas Corporation,** professional engineers, of Pharr, Texas, hereinafter called the "Engineer".

WHEREAS, the Engineer desires to provide engineering services to Hidalgo County Precinct No. 2 to develop various road and bridge, right of way, sanitation, parks projects and environmental assessments type projects for such Precinct No. 2 for a period of one year, beginning on the effective date of the Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Engineer hereby agree as follows

ARTICLE 1. Employment of Engineer. Engineer agrees to perform professional engineering services as assigned by Owner for and on behalf of Owner for a period of one year, beginning on the effective date of this Agreement, and for as long thereafter as is necessary to complete the projects assigned to Engineer, as further specified in Article 3. During the one-year term of this Agreement, Owner may assign to Engineer work related to road and bridge, right-of-way, sanitation, parks and environmental assessments type projects (each herein referred to as a "Project") to be undertaken by Owner's Precinct No. 2. The general scope of services which

Engineer shall perform with respect to Projects assigned to it are as stated in **Exhibit "A"** which is attached hereto and incorporated herein by reference for all purposes, and in the sections to follow. Upon assignment of a Project to Engineer, Engineer and Owner agree to execute a Work Order in substantially the form contained in **Exhibit "B"** which is attached hereto and incorporated herein for all purposes, which form shall set forth the specific scope of Engineer's services to be performed in connection with such Project. Owner agrees to pay Engineer compensation as stated herein in exchange for such services.

ARTICLE 2. SCOPE OF SERVICES. The Engineer's services, as more fully described generally in **Exhibit "A"**, and specifically in each Work Order, shall be divided into the following phases, and compensation of the Engineer based on completion of the milestones specified for such phase;

A. **Preliminary Phase:**

A specific description of the services to be rendered by the Engineer in the Preliminary Phase is included in **Exhibit "A".**

B. **Design Phase:**

A specific description of the services to be rendered by the Engineer in the Design Phase is included in **Exhibit "A".**

C. **Construction Phase:**

A specific description of the services to be rendered by the Engineer in the Construction Phase included in **Exhibit "A".**

ARTICLE 3. Period of Service. The services called for in Article 2A (Preliminary Phase) of this Agreement shall be completed and the report submitted immediately following the receipt by the Engineer of notice to proceed for a Project.

After receipt from the Owner of acceptance of the preliminary study and report for

a project indicating any specific modifications or changes in scope desired by the Owner, and upon written authorization from the Owner, the Engineer will proceed with the performance of the services called for in Article 2.B (Design Phase) of this Agreement, so as to deliver completed contract drawings, specifications and estimates of cost for construction of the Project. Engineer will, upon the execution of a work order for a Project, proceed to obtain all necessary permits and prepare any applications or studies which Owner may need to submit to any federal, state or local authority in order to comply with any laws, regulations, ordinances, building codes and/or guidelines.

Following the award by the Owner of a construction contract or contracts, the Engineer will proceed with the performance of the services called for in Article 2.C (Construction Phase) of this Agreement.

This Agreement shall remain in force, with respect to any particular Project, (1) for a period which may reasonably be required for the design, award of contracts, construction each Project, and supervision of the initial operation of each Project, including extra work and any required extensions thereto; or (2) for a period of 12 months after the completion of the services for each Project called for either in Section 2.A (Preliminary Phase) or B (Design Phase), which ever may be pertinent, in case construction is not commenced. The final acceptance by the Owner of each construction contract in each 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 section of each Project.

ARTICLE 4. Coordination with the Owner. The Engineer shall hold conferences with the Owner, or his representatives as often as necessary, to the end that the Project, as perfected, shall have full benefit of the Owner's experience and knowledge of existing

needs and facilities, and be consistent with Owner's current policies and standards. To implement this coordination, the Owner shall make available to the Engineer for use in planning the Project, all existing plans, maps, field notes, statistics, computations and other data in his possession relative

to existing facilities and to the Project.

ARTICLE 5A. Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall pay Engineer a percentage fee equal to 8 % of construction costs for engineering services and an additional 2 ½ % of construction costs for the additional services of topographic surveying work and elevation determination for the Preliminary, Design and Construction Phases of the work. At Engineer's completion and Owner's approval of Engineer's services under the Preliminary Phase as defined in Article 2 hereof, Owner shall pay, in accordance with Article 8 hereof, 50% of the fees for engineering services and topographic surveying work based on the Engineer's estimated construction costs. At Engineer's completion and Owner's approval of the Engineer's services under the Design Phase, as defined in Article 2 hereof, Owner shall pay 30% of the fees for Engineering Services and topographic surveying work based on the lowest responsible and qualified bid for the Project. At Engineer's completion and Owner's approval of the Engineer's services under the Construction Phase as defined in Article 2 of this Agreement, Owner shall pay the remainder due for of the Engineering services and topographic surveying work based on the actual construction cost of the Project. . If no contract is awarded, or if no proposals or bona fide bids are received, the Engineer shall be paid for the Design Phase as though Engineer had completed the Design Phase and Owner shall have no further liability to Engineer for any such particular Project under this Agreement.

B. Services Not Included in Above Fees: The fees above described shall provide compensation to the Engineer for all services called for under this Agreement to be performed by him, or under his direction, except the services set forth below. These excluded services, and the compensation to be paid by the Owner to the Engineer for their performance as required, are as follows:

SPECIAL SERVICE

1. Actual performance of test borings and other foundation investigations and related analysis, and detailed mill shop and/or laboratory inspection of materials and equipment.

2. Services of resident engineer or inspector if required by Owner.

3. Additional copies of reports and additional blue print copies of drawings and specifications over 5.

4. Extra travel required of the Engineer and authorized by the Owner to points outside of Hidalgo County other than from Engineer's office to and in between the Project Location.

5. Assistance to the Owner as expert witness in any litigation with third parties, arising from the development or construction of the Project.

6. Investigations involving detailed consideration of operation, maintenance and overhead expenses; and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements, feasibility studies, appraisals, valuations, and material audits or inventories required for certification of force account construction performed by Engineer.

7. Right-of-Way title research, mapping and surveying for Right-of-Way acquisition, preparation of field notes for Right-of-Way acquisition.

8. Investigations involving detailed environmental studies for obtaining permit from various governmental agencies as may be required to approve project.

9. Preparation of subdivision plat, application, conceptual utility plan, drainage report and attending meetings as necessary to obtain preliminary and final plat approval. Preparation of construction documents for public improvements that may be needed for obtaining subdivision plat approval.

10.Detailed construction staking and project administration for projects as requested by the owner.

Basis of Compensation

1. (1) Furnished directly by Owner or (2) By Engineer at salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a 10% service charge.

2. Owner will employ the resident engineer or inspector and directly pay all costs such as salary and other related expenses to any such person or persons employed by owner in such capacity.

3. Salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a 10% service charge.

4. At rates authorized by Hidalgo County for its County Officials.

5. At rates authorized by Hidalgo County for its County Officials.

6. Salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a 10% service charge.

7. (1) Furnished directly by Owner or (2) By Engineer at negotiated fee or salary cost plus 10% and reimbursement for direct non-labor expense or subcontract expense at invoice cost plus a 10% service charge.

8. By Engineer at negotiated fee or subcontract expense at invoice cost plus 10% service charge.

9. By Engineer at negotiated fee or subcontract expense at invoice cost plus 10% service charge.

10. Salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a 10% service charge.

Payments to the Engineer for authorized services not at the percentage fees will be made in accordance with the terms and provisions of Article 8 hereof, by the Owner, upon presentation of monthly statements by the Engineer of such services.

ARTICLE 6. Revision to Drawings and Specifications. The Engineer will make, without expense to the Owner, such revisions of the preliminary drawings as may be required to meet the needs of the Owner, but after a definite plan has been approved by the Owner, if a decision is subsequently made by the Owner, which for its proper execution, involves extra services and expenses for changes in, or additions to the drawings, specifications or other documents which do not concern reducing expenses to allow the Project's cost to be within the amount estimated by Engineer, or if the Engineer is put to labor or expense by delays imposed on him from causes not within his control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, the Engineer shall be compensated for such extra services and expense, which services and expense shall not be considered as covered by the fee stipulated in Article 5B this Agreement. Compensation for such extra services shall be determined in accordance with Article 5B. Notwithstanding any provision herein to the contrary, in the event it is necessary for Owner to require changes in the final plan of the Project to enable it to reduce the cost of a Project to an amount within the sum estimated by Engineer, Engineer will make such revisions or changes without charge to Owner.

ARTICLE 7. Ownership of Documents. Original drawings and specifications are the property of the Engineer; however, the Project is the property of the Owner, and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without

Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 19, Engineer will revise drawings to reflect changes made during construction and will promptly furnish the Owner with one complete set of reproducible record prints. Additional prints shall be furnished, 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 Engineer's permission for any proper purpose relating to the Project, including, but not limited to, additions to or completion of the Project.

ARTICLE 8. Payment. Request for Payment. On or before noon of the first Monday of each month during the performance of the services, Engineer shall submit to Owner for its approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each Request for Payment shall set forth the amount due for Engineer's services rendered, together with a detailed breakdown of the amount and the sum of all prior payments. Owner shall review each such Request for Payment and may make such exceptions as Owner reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of Owner meets approving such payment, the Owner shall make payment to Engineer in the amount approved as aforesaid subject to Article 8.4 below.

8.2 Final Payment. After final completion of the work and acceptance thereof by Owner, Engineer shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to Engineer and upon approval thereof by Owner, Owner shall pay to Engineer the amount due ("Final Payment") under such Final Request in accordance with the provisions of Article 8.1.

8.3 The Final Request for Payment shall not be made until Engineer delivers to Owner an affidavit that so far as Engineer has knowledge or information any and all amounts due for materials and services over which Engineer has control have been paid.

8.4 **Qualification on Obligations to Pay**. Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a payment under Article 8.1 hereof or Final Payment) to Engineer hereunder if any one or more of the following conditions precedent exist:

(1) 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 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 Engineer's services which were performed in accordance with this Agreement;

(3) Engineer has failed to make payments promptly to consultants or other third parties used in connection with the Engineer's services for which Owner has made payment to Engineer;

(4) If Owner, in its 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 Engineer hereunder unless and until 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 Owner to be sufficient to so complete the Engineer's services.

8.5 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 Engineer of any of its obligations hereunder with respect thereto.

8.6 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.

8.7 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 Engineer appearing after completion of the Project, **(2)** failure of 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 9. Discounts, Rebates, Refunds. In connection with procurement services rendered by Engineer, if procurement services are required of Engineer in **Exhibit "A",** all discounts, rebates and refunds shall accrue to Owner. For some purchases, 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, Engineer shall promptly notify Owner so that a course of action may be mutually agreed upon by Owner and Engineer.

ARTICLE 10. Records, Accounting, Inspection. Engineer shall keep full and detailed records and accounts in a manner approved by Owner. Engineer shall afford Owner's authorized personnel and independent auditors, if any, full access to the work performed by Engineer regarding the Project and to all of Engineer's books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and Engineer shall preserve all such records for three (3) years after final payment. Engineer shall deliver to Owner upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of Owner.

ARTICLE 11. Subcontracting and Assignment. This Agreement may not be assigned or encumbered by Engineer nor may Engineer subcontract any work hereunder in whole or in part, unless written permission is first obtained from Owner except as provided in **Exhibit**

"A". Owner shall have the right to approve any of Engineer's subcontracts of any portions of the work hereunder as Owner may deem advisable. Engineer will bind every subcontractor by written contract to observe all the terms of this Agreement to the extent that they may be applicable to such subcontractors.

ARTICLE 12. Patents. Engineer shall indemnify and save 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 Engineer or from the use of any process designed by Engineer or effected by said apparatus or equipment, and Engineer shall indemnify and save 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 Owner shall promptly transmit to Engineer all papers served on Owner in any suit involving such claim of infringement, and provided further, that Owner permits 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, 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.

Engineer hereby grants to Owner a non-exclusive, royalty-free license under patents now or hereafter owned by Engineer covering any machines, apparatus, processes, articles, or products included in Engineer's work hereunder.

ARTICLE 13. Confidential Information, Inventions and Other Restrictions.

(a) 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 Owner, or any other confidential information given to Engineer by any of Owner's commissioners, elected officials,

employees, or representatives or acquired by 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 Engineer's possession prior to such disclosure to Engineer by Owner or which is or shall lawfully be published or become part of general knowledge from sources other than Engineer or which otherwise shall lawfully become available to Engineer from a source other than 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 Engineer in performing such work. Such information may, of course, be disclosed to the proper officials or employees of Owner if necessary to perform the work hereunder. Engineer shall, however, inform each of its employees who receive such information of these restrictions and 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 Owner, effectuating the purposes of this Article.

(b) Engineer shall communicate to Owner at once, and require Engineer's employees assigned to this Project to communicate to Owner all inventions and improvements which any of Engineer's employees, either alone or in conjunction with any of 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 Owner that relates to the processes, products, compositions, machinery or plants of Owner, or relating in any way to any of the operations in which Owner has been or is engaged at the time, and such inventions and improvements shall become the sole, exclusive property of Owner without any obligation on its part to make any payment therefor in addition to any sums which Owner may be obligated to pay to Engineer as compensation for services rendered by Engineer under contract with Owner. Engineer shall require its employees to execute patent

applications and assignments thereof to Owner or its nominees, and powers of attorney relating thereto for any county Owner may designate, and shall take all other actions as Owner may request to maintain and protect such inventions and improvements. Owner shall pay all costs or charges incurred in protecting such inventions and improvements if Owner desires to protect them. Before assigning any of Engineer's employees to work under any contract with Owner concerning this Project, Engineer shall obtain from them agreements satisfactory to Owner effectuating the purposes of this paragraph.

(c) The rights and obligations set forth in this Article 13 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof.

ARTICLE 14. Warranties.

(a) Engineer warrants that engineering design work performed by it hereunder shall be in accordance with good 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, Owner and Engineer agree and acknowledge that Owner is entering into this Agreement in reliance on 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. Engineer covenants with Owner to use its **best** efforts, skill, judgment and abilities to design the Project and to further the interests of Owner in accordance with 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. Prior to the commencement of construction, Engineer shall certify in writing to Owner that the Drawings and Specifications and all drawings and the improvements when built in accordance therewith conform to all applicable

governmental regulations, statutes and ordinances then in effect. Engineer represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Engineer's services.

(c) The Engineer represents, covenants and agrees that all of Engineer's services to be furnished by the Engineer under or pursuant to this Agreement from the 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 a project such as the Project with all the amenities as set forth in the Drawings and Specifications.

(d) The Engineer represents, covenants and agrees that its special talent, training and experience cause it to be the prime professional on the Project and that because of such talent and training, Engineer envisions the construction of the Project in its entirety and possesses the special skills which enable it 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; as the design professional, it has some measure of control over any such dangerous conditions; it has knowledge which will enable it to recognize specific dangers that may arise from the proper use of the Project after acceptance by Owner; and, it recognizes that any commissioners, elected officials, employees, and agents of the Owner, plus guests and visitors are within a class of foreseeable persons who will be relying on the Project being designed in a professional and safe manner.

(e) Engineer represents, covenants and agrees that its drawings and specifications of the Project (the "Project Drawings") will be accurate and free from any material errors and the shop drawings that Engineer shall approve will be accurate and free from any

material errors relating to design intent. 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 the Project Drawings; that the result of the Project Drawings, if built in accordance therewith, will be suitable for purposes for which the Project is designed; that the result of Engineer's inspection of the Project will be suitable for purposes for which the Project is designed; and, the Project will be designed and construction will be inspected in a workmanlike, professional manner and will be suitable for its 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 the Project Drawings 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 the Project Drawings.

In connection with Engineer's performance of procurement services hereunder, if any, Engineer shall use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit Owner.

ARTICLE 15. Indemnification. To the fullest extent permitted by applicable law, the Engineer and its agents, partners, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend and hold harmless the Owner, Owner's respective Commissioners, elected officials, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the performance of Engineer's services or any part thereof 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 it or anyone for whose acts it may be legally liable. In this connection, it is agreed and understood that Engineer shall not be responsible for any portion of the liability proximately caused by Owner's negligence.

ARTICLE 16. 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 15 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 Owner or any of the Indemnitees has by law.

ARTICLE 17. Insurance.

(a) Engineer shall comply with the insurance obligations set forth in **Exhibit "C"** entitled **"Insurance to be Carried by Engineer"**, attached hereto and incorporated in the Agreement.

(b) Engineer currently maintains a general and professional liability insurance policy to cover the liability of Engineer connected with the performance of the Services or any service covered by this Agreement in an amount equal to or exceeding $1,000,000.00 and Engineer covenants and agrees to use its best efforts to obtain renewals of such policy until one (1) year following date of the acceptance of the Project by the Owner. Engineer agrees to furnish Owner certificates of the insurance showing the said policy to be in full force and effect at all times during the period this Agreement is in effect.

ARTICLE 18. Notices. All notices hereunder shall be deemed to be made properly if sent by mail to Engineer at 130 East Park Avenue, Pharr, Texas 78577 and to County at 100 E. Cano, Edinburg, Texas 78539. The address may be changed by either party by similar notice. Notice

so mailed shall be effective upon mailing. Either party giving such notice shall also notify promptly the other party's Engineer, as appropriate.

ARTICLE 19. Termination. The Owner may terminate this Agreement at any time by a notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise, immediately discontinue all services in connection with the performance of this Agreement and shall proceed to be relieved of any further obligation under the Agreement, and shall cancel promptly all existing orders and contracts, except the construction contract and other orders and contracts which Owner may designate in the notice, insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. Owner shall then approve all or the portion of the services which Owner may consider appropriate under the circumstances. Owner shall then pay Engineer promptly that proportion of the prescribed fee which the services actually performed under this Agreement as determined by Owner bear to the total services called for under this Agreement, less such payments on account of the fee as have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Owner when and if this Agreement is terminated.

ARTICLE 20. Miscellaneous Provisions.

(a) This Agreement constitutes the entire agreement between Engineer and Owner relating to the work herein described. There are no previous or contemporary representations or warranties of Owner or 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 Owner unless in writing and executed by an officer or employee of Owner specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of 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 Owner's rights with respect to any liabilities, whether or not liquidated, of Engineer to Owner theretofore accrued.

(e) All rights and remedies of Owner specified in this Agreement are in addition to Owner's other rights and remedies.

(f) Engineer shall remain an independent contractor and shall have no power, nor shall Engineer represent that Engineer has any power, to bind Owner or to assume or to create any obligation express or implied on behalf of 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 perform able in Hidalgo County, Texas.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Contract to be executed as of the day and year first above written.

ENGINEER:
R. Gutierrez Engineering Corporation
By: _____
Printed Name:: RAMIRO GUTIERREZ
Title: PRESIDENT

OWNER:
COUNTY OF HIDALGO
By: _____
Juan D. Salinas III, County Judge

ATTEST:
_____
Arturo Guajardo, Jr., County Clerk

Approved on Commissioners' Court September 4, 2007

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: _____

EXHIBIT "A"
SCOPES OF SERVICES

EXHIBIT "A"
SCOPE OF SERVICES

The services to be provide by the ENGINEER in developing these Projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide for the surveying services necessary to determine and stake out the existing right-of-way, to obtain the existing topography and x-sections of the project and to provide the necessary mapping and plotting of the existing field conditions.
(5) Provide for the preparation of a project right-of-way map where right-of-way acquisition is necessary. Provide for the necessary right-of-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepare parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the Owner.
(6) Provide for the preparation of a subdivision plat by preparing the City or County applications for the subdivision, preparing a preliminary layout of the subdivision plat, preparing a preliminary utility (water, sanitary sewer, and drainage) plan to serve the site, preparing a drainage report for the subdivision plat approval, attending meetings with Planning and Zoning and City Commission as necessary to obtain preliminary plat approval, preparing final subdivision layout of the subdivision plat, submitting plat to review agencies for final plat approval processing, addressing and responding to comments from the City from the preliminary plat review, attending public meetings as necessary for Final Plat Approval.
(6) Based on the geotechnical investigation and surveying services, prepare a preliminary engineering study and report on the Project, in sufficient detail to clearly indicate the problems involved and the alternate solutions available to the OWNER; to include preliminary layouts, sketches and cost estimates for the Project, and to set forth clearly the ENGINEER's recommendations.
(7) As may be required, comply and receive the Owner's and the funding agencies approval on all work.
(8) Provide the OWNER 5 copies of the preliminary report, including preliminary layouts, sketches, profiles and cost estimates.

(9) Obtain the OWNER'S approval of the work of the Preliminary Phase before proceeding with the next phase.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining completed design work activities.
(2) Perform any additional surveying services necessary to collect information required in the design of the Project.
(3) Plot field data and other survey information for the design of the Project.
(4) Prepare detailed plans specifications, contract documents and drawings for construction authorized by the OWNER. These designs shall in all respects combine the application of sound engineering principles with a high degree of economy.
(5) Prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The ENGINEER shall not be required to guarantee the accuracy of those estimates.
(6) Develop preliminary and final plans for on-site subdivision improvements (water, sanitary sewer, and drainage). Develop preliminary and final paving and grading plans. Submit plans to respective public entities for review and comment. Address any comments from respective public entities and obtain approvals. Prepare specifications and final cost estimate of proposed subdivision improvements. The ENGINEER shall not be required to guarantee the accuracy of those estimates.
(7) Furnish the OWNER all necessary copies of approved plans, specifications, notices to bidders, and proposals. All sets of plans in excess of 5 are to be paid for separately.
(8) Assist the OWNER in the advertisement of the Project for bids.
(9) Assist the OWNER in the opening and tabulation of bids for construction on the Project, and recommend to the OWNER as to the proper action on all proposals received.
(10) Assist in the preparation of formal contract documents for the award of contracts.
(11) Prepare and assist owner in preparing any reports, plans, documentation, studies or other material of any nature whatsoever, which OWNER may need or be required to submit to any federal, state or local authority in order to comply with any federal, state or local statute, order, regulation, ordinance or guideline.

C. Construction Phase:

(1) The ENGINEER shall consult and advise OWNER and act as OWNER's representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of ENGINEER as assigned in the General Conditions of the

Construction Contract shall not be modified, except as ENGINEER may otherwise agree in writing.

(2) The ENGINEER shall provide administration of authorized construction (as distinguished from the inspection of a resident engineer continuously at the site of the Project), including visits of the ENGINEER or a competent representative of the ENGINEER to the site of construction at least three times per week. In the administration of the Project, the ENGINEER will use his best efforts to protect the OWNER against defects and deficiencies in the Work of contractors, but he does not guarantee the performance of their contracts; however, he will promptly notify OWNER of any such defect and take all steps possible to require Contractor to correct the deficiency.

(3) Provide for all field surveys and field layouts to establish right-of-way and vertical and horizontal control for construction.

(4) Provide for detailed construction staking, at OWNER's expense.

(5) Consult and advise with the OWNER during construction.

(6) Furnish the services of a resident engineer and inspectors if OWNER requests ENGINEER to do so, for continuous on-the-site inspection of construction, at OWNER's expense.

(7) Submit a written monthly report to the OWNER that outlines the progress in a form and manner satisfactory to the OWNER.

(8) Check shop or working drawings furnished by Contractors.

(9) Review all laboratory, shop and mill tests of materials and equipment for compliance with specifications.

(10) Prepare monthly and final estimates for payments to contractors, and furnish to the OWNER any necessary certifications as to payments to contractors and suppliers. Retainage is to be withheld from all payments on construction contracts until final acceptance by OWNER.

(11) Prepare, explain and submit proposed contract change orders when applicable.

(12) Supervise initial operation of the Project, following the completion of construction and supervise the necessary performance tests required by specifications.

(13) Perform, in company with the OWNER's representatives, a final inspection of the Project.

(14) Revise contract drawings to show the work as actually constructed and furnish the OWNER with 5 sets of prints.

EXHIBIT "B"
WORK AUTHORIZATION

HIDALGO COUNTY

Professional Engineering Services
Contract
Work Authorization/ Work Order Form

WORK AUTHORIZATION/ORDER 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 **Engineer** is identified in ***Attachment 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 ***Attachment "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 **Attachment "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _ _-_ _ _-_ _-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No.___ Commissioner_____ as to content and detail of this Work Authorization No. # ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____(DATE)___ as indicated below and effective as of _____ day of _____, 2005.

THE ENGINEER:
(INSERT NAME OF COMPANY)

_____
By:_(TYPE NAME)_____

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge or Presiding Officer

ATTEST:

_____
by: Eddy Trevino, 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 "C"
INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 11/07/2006

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.
Valley Insurance Providers PO Drawer 3783 McAllen TX 78502	**INSURERS AFFORDING COVERAGE**
INSURED R GUTIERREZ ENGINEERING CORP. 130 E. Park Pharr TX 78577	INSURER A: ZURICH NORTH AMERICA INSURANCE COMPANY INSURER B: ZURICH NORTH AMERICA INSURANCE COMPANY INSURER C: ASSOCIATED INTERNATIONAL INS. COMPANY INSURER D: THE HARTFORD INSURANCE INSURER E: LANDMARK AMERICAN INSURANCE COMPANY

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	PAS 42735911	11/05/2006	11/05/2007	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	001287350-01	11/05/2006	11/05/2007	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C	EXCESS LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 10,000	UE421900064	11/05/2006	11/05/2007	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $ $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	65WEPK3153	11/05/2006	11/05/2007	[ ] WC STATUTORY LIMITS [X] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	OTHER PROFESSIONAL CLAIMS MADE FORM	LHR711493	11/05/2006	11/05/2007	LIMIT: $1,000,000 DEDUCTIBLE $5,000 APPLIES TO INDEMNITY AND EXPENSE	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER [X] ADDITIONAL INSURED; INSURER LETTER: ___

HIDALGO COUNTY
FAX: 782-2558

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE VALLEY INSURANCE PROVIDERS

Valley Insurance Providers
620 W. Ferguson
Pharr, TX 78577
Tel (956) 787-8531

© ACORD CORPORATION 1988

AI-10298 **14.C.2.**

Request for Payment for Invoice No. 2547;2548 for R. Gutierrez Engineering

CC REGULAR

Date: 07/28/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Request for Payment of Invoice No. 2547 in the amount of $2,406.63 (McColl Rd II) and Invoice 2548 in the amount $1,306.11 from R. Gutierrez Engineering Corporation, contracted engineer for Precinct No. 2, with authority for Auditor to review and complete processing procedures and County Treasurer to issue checks.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-028-0-731
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO 593650 has $15,980.86 available, as of 7/25/08, to pay pending in voice # 2547.

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-006-0-841
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO 602514 has $3,583.67 available, as of 7/25/08, to pay pending in voice # 2548.

Attachments

Link: Invioces

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/22/2008 04:00 PM	APRV
2	Budget & Management	Veronica Lopez	07/25/2008 08:20 AM	APRV
3	Dale Kennan	Dale Kennan	07/25/2008 09:20 AM	APRV
4	Auditor's Office		07/25/2008 09:32 AM	NEW

Form Started By: Rocio Villarreal Started On: 07/22/2008 11:57 AM

Final Approval Date: 07/25/2008

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2547
Friday, July 11, 2008

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG06.019c McColl Road II (Dicker - Orangewood) Const. Staking

Project Manager: Miguel A. Huitron
Professional Services for the Period: 06/01/2008 to 06/30/2008

Billing Group: 01 *Phased Fixed Fee*

Construction Staking (Dicker to Orangewood)

Contract #: *C-06-251-08-15 (WA#3)(PO#593650)*

Billing Fee: $2,406.63

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
June 2008	2,406.63	100.00	2,406.63	0.00	2,406.63
			Total Phases:		***$2,406.63***

Phase Billing Totals: ***$2,406.63***

Billing Group Subtotal: 2,406.63

Project Totals:

*** ***Total Project Invoice Amount:*** ***$2,406.63***

Ramiro Gutierrez
President

RECEIVED BY HIDALGO COUNTY
PURCHASING DEPARTMENT

By _____

593650 Time _____

8-1202-431-00-122-028-0-731
Req. #120591

INVOICE RECEIVED BY:
_____ ON 7/14/08
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 7/11/08

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2548
Friday, July 11, 2008

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG07.032f Eldora/1426 (Santana Subd/Nadia Street) Construction Management

Project Manager: Luis Nava
Professional Services for the Period: 06/01/2008 to 06/30/2008

Billing Group: 01 *Phased Fixed Fee*

Construction Management & Staking

Contract #: *C-07-358-09-04 (WA#6)(PO#602514)*

Billing Fee: $1,306.11

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
June 2008	1,306.11	100.00	1,306.11	0.00	1,306.11
			Total Phases:		***$1,306.11***

Phase Billing Totals: ***$1,306.11***

INVOICE RECEIVED BY: Luis ON 7/18/08
GOODS/SERVICES RECEIVED BY: Hector Palacios ON 7/18/08

Billing Group Subtotal: 1,306.11

Project Totals:

*** ***Total Project Invoice Amount:*** ***$1,306.11***

Ramiro Gutierrez
President

602514
8-1202-431-00-122-006-0-841
Req. #131140

RECEIVED BY HIDALGO COUN
PURCHASING DEPARTMENT
By
Time

AI-10292 **14.D.1.**

Approval of Work Authorization No. 4 for Teresa St. with L&G Engineering Lab.

CC REGULAR

Date: 07/28/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 4 (with a estimated cost of $3,063.35) for "Construction Material Testing Services for Teresa St. (3 3/4 Mile North Los Ebanos Rd)" with L&G Engineering Laboratory, LLC, to provide engineer services to Hidalgo County Precinct No. 3. C-08-127-04-22

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-731
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Available Balance as of 7-25-08 $205,006.43

Attachments

Link: WA 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/22/2008 03:59 PM	APRV
2	Budget & Management	Veronica Lopez	07/25/2008 08:18 AM	APRV
3	Manuel Chapa	Manuel Chapa	07/25/2008 09:23 AM	APRV
4	Auditor's Office		07/25/2008 09:32 AM	NEW
Form Started By: Rocio Villarreal			Started On: 07/22/2008 11:33 AM	
Final Approval Date: 07/25/2008				

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-127-04-22
Work Authorization Form

WORK AUTHORIZATION NO. 04

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, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Construction Materials Testing Services for Hidalgo County Pct. 3 –Teresa St. (3 ¾ Mile North Los Ebanos Rd.).

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 **$3,063.35**. 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 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.04 shall be funded through funding source:

Account No. [illegible]

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

07/21/2008 15:22 9562057009 PRECINCT 3 PAGE 02/03

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Precinct No.3 Commissioner Joe Flores as to content and detail of this Work Authorization No. # 04.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3:

BY:_____

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 _____, 2008.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

By: Jacinto Garza

THE OWNER:
HIDALGO COUNTY

By: Juan D. Salinas III, County Judge

ATTEST:

by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Project Cost Proposal

07/21/2008 15:22 9562057009 PRECINCT 3 PAGE 03/03

AI-10293 **14.D.2.**

Requesting for Payment on invoice 08085 with Javier Hinojosa
CC REGULAR

Date: 07/28/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

A. Approval of Request for Payment on invoice no. 08085 in the amount of $2,551.24 for "Lucky "I" Street" and invoice no. 08086 in the amount of $21,039.90 for Citrus City Subd/El Flaco ChiquitoSubd." from contracted engineer, Javier Hinojosa Engineering. C-05-271-09-06

B. Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 8 for the Right of Way for Existing Roadway located south of Lots 4, 5 & 6, Block 13 Homeville Association Subd. "D" " with Javier Hinojosa Engineering to provide engineering services to Hidalgo County Precinct No. 3 in connection with Contract No. C-08-112-03-25

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-731-00-123-005-0-734
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:
PO 604214

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-731
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:
WA 8

Attachments

Link: WA 8
Link: Invoices

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/22/2008 03:59 PM	APRV
2	Budget & Management	Veronica Lopez	07/25/2008 08:18 AM	APRV

3	Rey Salazar	07/25/2008 09:32 AM	NEW
Form Started By: Rocio Villarreal		Started On: 07/22/2008 11:36 AM	
Final Approval Date: 07/25/2008			

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-112-03-25
Work Authorization Form

WORK AUTHORIZATION NO. 8

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, **JAVIER HINOJOSA ENGINEERING** professional engineers of **MCALLEN**, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services required to establish the existing road right of way as follows:**

1. **Establish road right of way for existing roadway located south of Lots 4, 5 & 6, Block 13 Homeville Association Subdivision "D".**

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 **$3,000.00**. 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. **8** shall be funded through funding source:
Account No 8-1203-432-00-123-045-0731
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

PAGE 04/06 PRECINCT 3

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or _____.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No.3 Commissioner **Joe M. Flores** as to content and detail of this Work Authorization No. **#8.**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO.3:

BY:_____

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_____, 2008.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

_____
By: Javier Hinojosa, P.E, Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D Salinas III, County Judge
or Presiding Officer

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

PAGE 05/06 PRECINCT 3

EXHIBIT "D"
Hidalgo County Precinct No. 3 Paving Improvements
Homeville Association Subdivision "D"
Prepared By: Javier Hinojosa Engineering
July 21, 2008

A. Homeville Associations Subdivision "D"

1. Establish road right of way for existing roadway located south of Lots 4, 5 & 6 Block 13 Homeville Association Subdivision "D".

Total Engineering Fee : **$3,000.00**

PAGE 06/06

13525
606057

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 08085

Customer

Name: Hidalgo County Precinct No. 3
Address: 724 N. Breyfogle
City: Mission State: Texas Zip: 78572
Attention: Commissioner Joe M. Flores

Date: July 17, 2008

Project Name: Lucky "I" Street

Description

Engineering services rendered for completion of the Preliminary Phase and completion of the Design Phase for the Paving Improvements for the Lucky "I" Street Paving Improvements.

P.O.#606057
CONTRACT AMT.: $10,204.95

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Prelimnary						
Phase 25%	$2,551.24	100%	$2,551.24	$0.00	$2,551.24	$0.00
Design						
Phase 50%	$5,102.48	100%	$5,102.48	$0.00	$5,102.48	$0.00
Construction						
Phase 25%	$2,551.24	0%	$0.00	$0.00	$0.00	$2,551.24
TOTAL	**$10,204.95**	**75%**	**$7,653.71**	**$0.00**	**$7,653.71**	**$2,551.24**

TOTAL AMOUNT DUE THIS INVOICE: $7,653.71

Submitted By: Javier Hinosa Engineering

Office Use Only

We Appreciate Your Business.

INVOICE RECEIVED BY
_____ ON 7/18/08
GOODS/SERVICES RECEIVED BY
_____ ON 7/17/08

1-1303-431-10-193-065-C-77

PAGE 02/06 PRECINCT 3

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 08086

Customer

Name: Hidalgo County Precinct No. 3
Address: 724 N. Breyfogle
City: Mission State: Texas Zip: 78572
Attention: Commissioner Joe M. Flores

Date: July 17, 2008

Project Name: Citrus City Subd. / El Flaco Chiquito Subd.

Description

Engineering services rendered for completion of the Preliminary Phase and towards completion of the Design Phase for the Paving Improvements for the Citrus City Subdivision and Flaco Chiquito Subdivision Street Paving Improvements.

P.O.#604214
CONTRACT AMT.: $42,079.80

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Prelimnary						
Phase 25%	$10,519.95	100%	$10,519.95	$0.00	$10,519.95	$0.00
Design						
Phase 50%	$21,039.90	50%	$10,519.95	$0.00	$10,519.95	$10,519.95
Construction						
Phase 25%	$10,519.95	0%	$0.00	$0.00	$0.00	$10,519.95
TOTAL	$42,079.80	50%	$21,039.90	$0.00	$21,039.90	$21,039.90

TOTAL AMOUNT DUE THIS INVOICE: $21,039.90

Submitted By: Javier Hinosa Engineering

Office Use Only

We Appreciate Your Business.

INVOICE RECEIVED BY _____ ON 7/18/08
GOODS/SERVICES RECEIVED BY _____ ON 7/17/08

8-1347-451-02-123-0050-334

PAGE 03/06 PRECINCT 3

AI-10208 **14.E.1.**

Pit Run Caliche Base
CC REGULAR

Date: 07/28/2008
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

Requesting authority to advertise a request for bids for: "Pit Run Caliche Base for Pct. 4 " and approval of specifications as attached hereto. (Bid No.: 2008-214)

BACKGROUND

As Needed Basis

Fiscal Impact

FISCAL YEAR: 8 **ACCT. #:** 1204-431-00-124-007-0-673/731
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Object Code 673 available balance as of 7/18/08 $ 86,356.51
Object Code 731 available balance as of 7/18/08 $267,782.16

Attachments

Link: Pit Run Caliche

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/17/2008 03:53 PM	APRV
2	Budget & Management	Veronica Lopez	07/17/2008 03:59 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/18/2008 11:15 AM	APRV
4	Auditor's Office		07/25/2008 09:32 AM	NEW

Form Started By: Gricelda Villarreal Started On: 07/16/2008 03:45 PM

Final Approval Date: 07/25/2008

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Oscar Garza, Commissioner
Hidalgo County Precinct No. 4
Via Fax: 956-381-5905

ATTN: Mr. Juan Carranza, Administrator

FROM: Cris Villarreal, Buyer CV
Hidalgo County Purchasing Department

DATE: July 9, 2008

RE: Bid No.: 2008-214- "Pit Run Caliche Base" project

RECEIVED BY HIDALGO COUNTY PURCHASING DEPARTMENT
By _____
Time _____

Enclosed for your review are the following specifications for the above referenced project so as to start initiating the process to bid out.

Please make any changes, additions or deletions (if any) and/or indicate if these specifications meet all your requirements by signing below and marking approve or disapprove and return back by Tuesday, July 15, 2008.

If you have any questions, please call me at 318-2626.

APPROVE ☑ DISAPPROVE ☐

FUNDS AVAILABILITY: ✓ Yes / _____ No / _____ Other (specify)_____

BUDGET ACCOUNT #: 8-1204 431-00-124-007-0- 673/731

Juan M. Carranza — Juan M. Carranza — 7-10-08
AUTHORIZED SIGNATURE — PRINTED NAME — DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or 292-7612.

Enclosures

EXHIBIT "A"

HIDALGO COUNTY PRECINCT No. 4
"PIT RUN CALICHE"
BID NO. 2008-214-00-00-CGV

SPECIFICATIONS

1. Pit Run caliche base should conform to Texas Department of Transportation (TxDot), Standard Specifications for Construction of Highways, Streets and Bridges, 1995, Item 247, Type D material. The Physical and engineering properties of the material should meet the following requirements:

   THE MAXIMUM SIZE AGGREGATE ALLOWED IN THE BASE MATERIAL SHALL BE (2) TWO INCH AS DETERMINED BY GRADATION ANALYSIS USING SQUARE SIEVES.

   ATTERBERG LIMITS
   MAXIMUM LIQUID LIMIT.....40
   MAXIMUM PLASTICITY INDEX.....12

2. It is intended that the amount of "PIT RUN CALICHE BASE" needed by Hidalgo County Precinct No. 4 will be purchased on an "As Needed Basis". It shall be agreed & understood that Hidalgo County Precinct No. 4 will purchase no more material than is needed.

3. The contract will be in effect for a period of (1) one year from bid award date with the County's option to extend for an additional one (1) year under the same price, terms, and conditions. Prices must remain firm during the contract period.

4. 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 next contract term.

5. Bid price shall be per ton.

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 best and most advantageous to the County, including compliance to bid specifications. Location is an important factor in evaluation of the bids, due to transportation costs which must be taken into consideration if material is picked up at the plant site. Hidalgo County Precinct No. 4 reserves the right to hold the bids received for a period of (90) ninety days without taking action hereon.

7. Hidalgo County reserves the right to award to one or more bidder(s) whichever is in the best interest of the County.

draft

8. The contract shall remain in effect until contract expires, delivery /completion of services ordered or terminated by either party with a (30) thirty day written notice prior to any cancellation. The successful bidder(s) must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

9. Insurance Certificates as per "Exhibit C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

10. When requested, samples shall be furnished free of expense to Hidalgo County.

11. Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

12. Continuing non-performance of the bidder in terms of specifications shall be basis for the terminator of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

13. In the event the material furnished does not meet all the above requirements (regardless of weather, test's 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.

14. **Awarded Bidder shall have at the Bidder's Pit Location (s) (On Site) an electronic or manual scale with a Minimum of 70 Ft. in length.**

15. It is expressly understood and agreed that in case Hidalgo County should need "Pit Run Caliche Base" 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 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.

Additional Information:

- Further information regarding this project can be addressed to Mr. Juan Manuel Carranza / Chief Administrator, Hidalgo County Precinct No. 4. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 So. Business Hwy 281,Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

- All written inquiries will be accepted via facsimile no later than, Wednesday, August , 2008 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, August , 2008.

- All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3). **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.

draft

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-000-00-00

THIS CONTRACT is made and entered into this ____ day of _____,2008_ by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and , Texas ("Company").

WHEREAS, Company responded to request for sealed bids for **(" Pit Run Caliche Base")**; and

WHEREAS, Company submitted a quote to provide services in accordance with the specifications as quote, a copy of such specifications and quote being attached hereto as Exhibits "A" and "B" 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 County awarded the quote 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 Hidalgo County for Project as listed on specification . 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 **Commissioner** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____, **2008,** and ending on _____, **2009**, and may be extended at the sole discretion of County for an additional ninety(90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto

payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

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

If to County: **The County of Hidalgo**

Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: COMPANY
ADDRESS
CITY, TX __

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. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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.

WITNESS our hands in duplicate originals this ____ day of _____, 2008.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas III, County Judge

draft

ATTEST: _____

Arturo Guajardo, Jr., County Clerk

COMPANY: _____

By: _____

Printed Name: _____

Title: _____

Approved as to form by:

_____

County Attorney

draft

AI-10223 **14.F.1.**

AT & T

CC REGULAR

Date: 07/28/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

Requesting authority to purchase computer software, equipment and/or peripherals through (DIR) Department of Information Resources Purchasing Program contract (AT&T) DIR-SDD-233 for the (IT) Information Technology Dept. requisition #135982 in the total amount of $13,807.20.

BACKGROUND

Pending Intradepartmental transfer (See AI-10152 for CC date 07/22/08)

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1332-415-00-200-007-0-745
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available pending Intradepartmental transfer (See AI-10152)

Attachments

Link: AT&T

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/17/2008 01:29 PM	APRV
2	Budget & Management	Veronica Lopez	07/17/2008 01:35 PM	APRV
3	Veronica Lopez	Veronica Lopez	07/17/2008 02:51 PM	APRV
4	Auditor's Office		07/25/2008 09:32 AM	NEW

Form Started By: Matilde Faz Started On: 07/16/2008 04:47 PM

Final Approval Date: 07/25/2008

Requisition

Req # 00135982

PO #

Date: 07/15/08

Regular
10223
7/22/08

Bill To: x
x

Vendor: 151521
AT&T
P.O. BOX 2969
OMAHA NE 68103-2969

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: EDNA KIRBY
956-292-7010

Contract No: DIR-SDD-233

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Quote x031908a		
		DO NOT DUPLICATE ORDER		
1	EACH	CISCO3845 3845 w/AC PWR, 2GE, 1SFP, 4NME,4HWIC,IP Base, 64F/	7,280.00	7,280.00
1	EACH	S384SPK9-12415T Cisco 3845 SP Services	560.00	560.00
1	EACH	NM-1A-T3 1-Port DS3 ATM Network Module	3,360.00	3,360.00
1	EACH	PWR-3845-AC/2 Cisco3845 redundant AC power supply	280.00	280.00
1	EACH	CON-SNT-3845 SMARTNET 8X5XNBD 3845 w/AC PWR, 2GE, 1S	1,207.20	1,207.20
1	EACH	Configuration and Installation of Cisco 3845 Router	1,020.00	1,020.00
1	EACH	Assignment of Implementation Coordinator	100.00	100.00
		Account No	Encumbrance	
			Freight	.00
			Total	13,807.20
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

DIR
233

Authorized By: _____

at&t

Proposal and Quotation

AT&T Proprietary

Quote # x 031908a

A Quotation for

Quotation Information

Name: Hidalgo County Company : Hidalgo County Division: Email: Phone # :	Hidalgo County Req. 13:5482	Quote Date : 3/18/2008 Quote Expiration Date: 004/19/08 Account Executive: Application Specialist: Roy Hanks Design Engineer: Saul Pacheco Inside Sales: Nicole Watkins

Line #	Part #	Description	Qty	List Price	Disc. Price	Extnd Price
1	CISCO3845	3845 w/AC PWR,2GE,1SFP,4NME,4HWIC, IP Base, 64F/	1	$ 13,000.00	$7,280.00	$7,280.00
2	S384SPSK9-12415T	Cisco 3845 SP SERVICES	1	$ 1,000.00	$560.00	$560.00
3	NM-1A-T3	1-Port DS3 ATM Network Module	1	$ 6,000.00	$3,360.00	$3,360.00
4	PWR-3845-AC/2	Cisco3845 redundant AC power supply	1	$ 500.00	$280.00	$280.00
5	PWR-3845-AC	Cisco 3845 AC power supply	1	$ -	$0.00	$0.00
7	CAB-AC	Power Cord,110V	1	$ -	$0.00	$0.00
8	ROUTER-SDM	Device manager for routers	1	$ -	$0.00	$0.00
9	MEM3800-256D-INCL	256M SDRAM default memory for 3800	1	$ -	$0.00	$0.00
10	MEM3800-64CF-INCL	64MB Cisco 3800 Compact Flash Memory Default	1	$ -	$0.00	$0.00
11	CON-SNT-3845	SMARTNET 8X5XNBD 3845 w/AC PWR,2GE,1S	1	$ 1,509.00	$1,207.20	$1,207.20
12		AT&T SERVICES				
13	Professional Services	Configuration and Installation of Cisco 3845 Router	1	$ 1,020.00	$1,020.00	$1,020.00
14	Project Management	Assignment of Implementation Coordinator	1	$ 100.00	$100.00	$100.00
				TOTAL		$13,807.20

accordance w/State of Texas DIR contract # DIR-SDD-233 DIR-SDD-233 must be referenced

TERMS:
*Net 30, payment terms and order acceptance based upon prior credit approval.
*This Proposal and Quotation, and any purchase made in response to this Proposal and Quotation, are subject to the terms and conditions set forth in the Equipment Resale Contract between the parties, or if no contract exists, the standard AT&T Equipment and Services resale contract.
* This Quotation excludes all applicable taxes and shipping charges.
* F.O.B.: Origin; Prepaid and Add, Standard Shipping method is UPS Ground unless otherwise specified.

NOTE:
*Please verify your shipment is correct by reviewing the packing list before opening.
*Return policies vary by manufacturer and are time sensitive. Please contact your local AT&T representative
regarding any return questions or requests. All returns are subject to manufacturer's terms and

AT&T Services encompass complete Network Lifecycle Solutions to maximize the return on investment from your network infrastructure. We can...

Design - Consulting Services, Security, Network Mgmt.
Deliver - Staging, Installation, Leasing, Project Mgmt.
Manage - Monitoring, Maintenance, Mgd Svcs.

Monthly Financing available through AT&T Capital Services.
For questions and information about this and other financing options and promotions available from AT&T, please call your local AT&T representative.

Estimated Monthly Payment **$438.10**
(Final pricing provided by AT&T Capital)

Plus applicable taxes

Thank you for this opportunity to present you with our quote.
To ensure prompt expediting of this order, please fax to the following number. Fax 214-576-7771

7/15/08 As per Mr. Davila (AT&T) Quote is still good.

Remittance Address:	Order Entry Address:
AT&T	AT&T
P.O. Box 5104	C/O Donna Cromer/7th Floor
Aurora, IL 60507-5104	2600 N. Central Expressway
	Richardson, TX 75080

Tel: 214-576-7234
Fax: 214-576-7771

8-1332-415-00-200-007-0-745

Available bal. 17,914.22

AI-10152 **2.L.**

Line item transfer CO's 2002-IT Dept Computer Equipment & Software

CC CONSENT

Date: 07/22/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Intradepartmental Transfers:

Information

CAPTION
2008 - Certificates of Obligation, 2002 (1332)

BACKGROUND
To fund AT & T services for Computer Equipment; to fund Calence Services for Computer Software for the IT Dept.

Fiscal Impact

FISCAL YEAR: 2008 ACCT. #: 8-1332-415-00-200-007-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
748 --> 745 $13,807.20; 748 --> 747 $4,107.02, Available Balance as of 7-15-08 $17,914.22.

Attachments

Link: CO's 2002 IT Dept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Ivan Cantu	07/15/2008 08:51 AM	CREATED
1	Ivan Cantu (Originator)	Ivan Cantu	07/15/2008 09:11 AM	APRV
2	Budget & Management	Veronica Lopez	07/15/2008 03:10 PM	APRV
3	Veronica Ortiz	Veronica Ortiz	07/16/2008 09:45 AM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Ivan Cantu Started On: 07/15/2008 08:51 AM

AI-10294 **14.G.1.**

Portable Radios

CC REGULAR

Date:	07/28/2008		
Submitted By:	Matilde Faz, PURCHASING DEPT.		
Submitted For:	Marty Salazar		
Department:	PURCHASING DEPT.		
Agenda Area:	Purchasing Department	**Purchasing only:**	Health & Human Services Dept.

Information

CAPTION

Requesting authority to purchase portable radios (2) XLT 5000 Mobile-05-P25-VHF and (2) XTS 5000 Portable Radios - VHF through Hidalgo County's Inter local agreement with the Houston-Galveston Area Council's (H-GAC's) awarded vendor Motorola (contract no.: RA01-08) in an amount not to exceed $19,460.84.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 1293-441-00-340-013-8-748

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

BUDGETARY IMPACT:

Funds available in requisition# 135768 as of 7-25-08.

Attachments

Link: Motorola Quote

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/22/2008 03:59 PM	APRV
2	Budget & Management	Veronica Lopez	07/25/2008 08:19 AM	APRV
3	Manuel Chapa	Manuel Chapa	07/25/2008 09:29 AM	APRV
4	Auditor's Office		07/25/2008 09:32 AM	NEW

Form Started By: Matilde Faz Started On: 07/22/2008 11:45 AM

Final Approval Date: 07/25/2008

Requisition

Req # 00135768

PO #

Date: 07/09/08

Regular # 7/28/08

HGAC

Bill To: x
x

Vendor : 34797

SOUTH TEXAS COMMUNICATIONS, INC.
P O BOX 3712
MCALLEN TX 78502-3712
FAX (956)687-1735

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: **Josie Escalant**
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
2	EACH	H18KEH9PW7 N Portable Astro Digital Radio XTS5000 136-174MHZ 1-6W 850 CHAN Full Feature	2,035.24	4,070.48
2	EACH	Q806 Add: Software Astro Digital CAI Operation	422.30	844.60
2	EACH	H38 Add: Smartzone system Software	1,230.00	2,460.00
2	EACH	Q361 ENH: Project 25 9600 Baud Trunking Software	246.00	492.00
2	EACH	H14 ENH: Enhanced Digital ID Display	61.50	123.00
2	EACH	Q44 Add: RF Antenna Switch (NTN8327)	8.20	16.40
2	EACH	Q712 Alt: Battery Lithium Ion Impres Thin	76.26	152.52
2	EACH	H885 ENH: 2 Year Repair Service Advantage (RSA)	84.00	168.00
2	EACH	Q667 Add: ADP Software DSP Based Only	8.20	16.40
2	EACH	H477 Add: Conventional Factory Programming 160 Channels	.00	.00
2	EACH	H371 Add: Zone Operation	.00	.00
2	EACH	Q799 Add: Test Result Print Out	.00	.00
2	EACH	NTN9862C Battery SMT Lion 2700 MAH	127.50	255.00
2	EACH	NTN1873 Charger, Impress Smart Rapid Rate, 110V	132.00	264.00
2	EACH	PMMN4045A Remote Speaker Mic, NC	77.60	155.20
1		Install Portable Radio	450.00	450.00
2	EACH	M20KTS9PW1 N XTL 5000 VHF Mobile Radio 25-100 Watt 136-174 MHZ	1,597.60	3,195.20
2	EACH	G806 ENH: Software Astro Digital Cai Operation	422.30	844.60
2	EACH	G51 ENH: 3600 Smartzone Operation	1,230.00	2,460.00
2	EACH	G442 Add: XTL 5000 05 Control Head	354.24	708.48
2	EACH	G444 Add: Control Head Software	.00	.00
2	EACH	G67 Add: Remote Mount	243.54	487.08
2	EACH	G629 Add: 1/4 Wave Broadband Ant. 146-174 MHZ	51.20	102.40
2	EACH	W22 Add: Palm Microphone	59.04	118.08
2	EACH	B18 Add: Auxilary Speaker 5 Watt	49.20	98.40
2	EACH	G114 ENH: Enhanced Digital ID Display	61.50	123.00
2	EACH	G361 ENH: Astro Project 25 Trunking Software	246.00	492.00
2	EACH	G193 Add: ADP Software DSP Based CRYPTO	8.20	16.40
2	EACH	G24 ENH: 2 Year Repair Service Advantage (RSA)	121.00	242.00
2	EACH	G799 Add: Printed Test Results	.00	.00

Authorized By: _____

136424

Requisition

Req # 00135768

PO #

Date: 07/09/08

Bill To: x
x

Vendor : 34797
SOUTH TEXAS COMMUNICATIONS, INC.
P O BOX 3712
MCALLEN TX 78502-3712
FAX (956)687-1735

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
2	EACH	W12 Add: RF Pre-Amplifier	52.80	105.60
1	EACH	Installation of Mobile Radios	1,000.00	1,000.00
		Account No	Encumbrance	
		8-1293-441-00-340-013-8-748	19,460.84	
			Freight	.00
			Total	19,460.84

Authorized By: _____

South Texas Communications, Inc.
PO Box 3712
McAllen, Tx 78502-3712
Office: 956-687-8591
Fax: 956-687-1735

MOTOROLA
Authorized Two-Way Radio Dealer

Fax Cover Page

To: Eddie Olivarez
From:
Co.: Hid. Co. Health
Fax: 383-8864
Pages: 5
Phone:
Date: 7-18-08
Re:
CC:

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

COMMENTS:

Mark here is the information you requested for HGAC Vendor.

Please let me know if you need additional information

Thanks
Jen Amaya

HOUSTON GALVESTON AREA COUNCIL OF GOVERNMENT – H-GAC

Motorola Equipment Order Processing - Effective March 1, 2008

Step # 1 - Make Purchase Order out to:

Motorola, Inc.
1313 East Algonquin Rd.
Schaumburg, IL 60196

Step # 2 - Purchase Order MUST include the words:

"Includes H-GAC Fee of 1.5% of the purchase total" per HGAC contract # RA01-08

Step # 3 - Purchase Order MUST include the words: "TERMS = NET 30"

Step # 4 - Purchase Order MUST include the words:

Ship to address:	**and**	**Ultimate destination Address**	
STC		Your end user	Name
709 East Pecan			Address
McAllen, Texas 78501			City, State, Zip Code

STEP# 5 - Fax or Emails scanned, signed Purchase Order and Copy of Equipment Quote to:

South Texas Communications	Email:	stcradios@stcradios.com
Phone (956) 687-8591	Fax	(956) 687-1735

STEP# 6 - *Mail original copy to STC*

South Texas Communications
PO Box 3712
McAllen, Texas 78502-3712

STEP# 7 - Fax or Emails scanned, signed Purchase Order and Copy of Equipment Quote to:

Motorola, Inc.	Attn:	Chuck Garrett charles.garrett@motorola.com
Phone **(361) 563-0022**	Fax	**(800) 423-2831**

STEP# 8 - Fax or Emails a scanned, signed Purchase Order and Copy of Radio Quote to:

Purchase Order copy that you send to H-GAC must include these words:

ORIGINAL COPY SENT TO MOTORLA - DO NOT DUPLICATE

H-GAC	Attn:	Latonya Venters LaTonya.Venters@h-gac.com
Phone (713) 993-2485	Fax	(713) 993-4548

For additional information visit the H-GAC website at: www.hgacbuy.comm

Go to the how to use the program section for complete details.

Thank you for your business and order.

MOTOROLA
Authorized Radio System Specialist

HIDALGO COUNTY
HEALTH DEPARTMENT
1304 S. 25TH St.
EDINBURG, TX 78539

DATE: 7/2/2008
QUOTE #: 08-00481
BY: Z62
ATTN: EDUARDO OLIVARES
PHONE: 956-383-6221
FAX: 956-383-8864
EMAIL: 1/0/00
USER CONTACT: RIGOBERTO HINOJOSA
CONTACT #: 956-207-6789

ITEM	APC	QTY.	MODEL	DESCRIPTION	HGAC UNIT	HGAC EXTENDED
				PRICING PER HGAC CONTRACT # RA01-08		
				XTS 5000 PORTABLE RADIO - VHF		
	320	2	H18KEH9PW7 N	PORTABLE ASTRO DIGITAL XTS5000 136-174MH7 1-6W 850 CHAN FULL FEATURE	$ 2,035.24	$ 4,070.48
	721	2	Q806	ADD: SOFTWARE ASTRO DIGITAL CAI OPERATION	$ 422.30	$ 844.60
	721	2	H38	ADD: SMARTZONE SYSTEM SOFTWARE	$ 1,230.00	$ 2,460.00
	721	2	Q361	ENH: PROJECT 25 9600 BAUD TRUNKING SOFTWARE	$ 246.00	$ 492.00
	721	2	H14	ENH: ENHANCED DIGITAL ID DISPLAY	$ 61.50	$ 123.00
	721	2	Q44	ADD: RF ANTENNA SWITCH (NTN8327)	$ 8.20	$ 16.40
	721	2	Q712	ALT: BATTERY LITHIUM ION IMPRES THIN	$ 76.26	$ 152.52
	185	2	H885	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE (RSA)	$ 84.00	$ 168.00
	721	2	Q667	ADD: ADP SOFTWARE DSP BASED ONLY	$ 8.20	$ 16.40
	721	2	H477	ADD:CONVENTIONAL FACTORY PROGRAMMING 160 CHANNELS	$ -	$ -
	721	2	H371	ADD: ZONE OPERATION	$ -	$ -
	721	2	H799	ADD: TEST RESULT PRINT OUT	$ -	$ -
	453	2	NTN9862C	BATTERY SMT LION 2700 MAH	$ 127.50	$ 255.00
	476	2	NTN1873	CHARGER, IMPRESS SMART RAPID RATE, 110V	$ 132.00	$ 264.00
	372	2	PMMN4045A	REMOTE SPEAKER MIC, NC	$ 77.60	$ 155.20

EQUIPMENT	$ 9,017.60
INSTALL / PROGRAMMING / TEMPLATE / ACTIVATION	$ 450.00
GRAND TOTAL	$ 9,467.60

2 way Radio
Portable

Rigo
207 6789

MOTOROLA
Authorized Radio System Specialist

HIDALGO COUNTY
HEALTH DEPARTMENT
1304 SOUTH 25 ST
EDINBURG, TX 78539

DATE: 7/2/2008
QUOTE #: 08-00480
BY: 262
ATTN: EDUARDO OLIVARES
PHONE: 956-383-6221
FAX: 956-383-8864
EMAIL: 1/0/00
USER CONTACT RIGOBERTO HINOJOSA
CONTACT # 956-207-6789

ITEM	APC	QTY.	MODEL	DESCRIPTION	HGAC UNIT	HGAC EXTENDED
				PRICING PER HGAC CONTRACT # RA01-08		
				XTL 5000 MOBILE - O5 - P25 - VHF		
585		2	M20KTS9PW1 N	XTL 5000 VHF MOBILE 25-110 WATT 136-174 MHZ	$ 1,597.60	$ 3,195.20
500		2	G806	ENH: SOFTWARE ASTRO DIGITAL CAI OPERATION	$ 422.30	$ 844.60
500		2	G51	ENH: 3600 SMARTZONE OPERATION	$ 1,230.00	$ 2,460.00
500		2	G442	ADD: XTL 5000 O5 CONTROL HEAD	$ 354.24	$ 708.48
514		2	G444	ADD: CONTROL HEAD SOFTWARE	$ -	$ -
500		2	G67	ADD: REMOTE MOUNT	$ 243.54	$ 487.08
585		2	G629	ADD: 1/4 WAVE BROADBAND ANT 146-174 MHZ	$ 51.20	$ 102.40
500		2	W22	ADD: PALM MICROPHONE	$ 59.04	$ 118.08
500		2	B18	ADD: AUXILARY SPEAKER 5 WATT	$ 49.20	$ 98.40
500		2	G114	ENH: ENHANCED DIGITAL ID DISPLAY	$ 61.50	$ 123.00
500		2	G361	ENH: ASTRO PROJECT 25 TRUNKING SOFTWARE	$ 246.00	$ 492.00
500		2	G193	ADD: ADP SOFTWARE DSP BASED CRYPTO	$ 8.20	$ 16.40
185		2	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE (RSA)	$ 121.00	$ 242.00
500		2	G799	ADD: PRINTED TEST RESULTS	$ -	$ -
585		2	W12	ADD: RF PRE-AMPLIFIER	$ 52.80	$ 105.60

EQUIPMENT	$ 8,993.24
INSTALL / PROGRAMMING / TEMPLATE / ACTIVATION	$ 1,000.00
GRAND TOTAL	$ 9,993.24

Rubén Rubios
for Velhelm

NOTE:

1 **TERMS AND CONDITIONS SUBJECT TO HGAC AGREEMENTS**
2 OFFER GOOD THROUGH **8/1/2008**
3 THIS OFFER IS FOR BUDGETARY PURPOSES ONLY AND IS NOT AN OFFER FOR SALE.
4 HGAC FEE INCLUDED PER MOTOROLA

QUOTE TERMS AND CONDITIONS :

1 QUOTES ARE EXCLUSIVE OF ALL INSTALLATION AND PROGRAMMING CHARGES (UNLESS EXPRESSLY STATED) AND ALL APPLICABLE TAXES.
2 PURCHASER WILL BE RESPONSIBLE FOR SHIPPING COSTS, WHICH WILL BE ADDED TO THE INVOICE.
3 TITLE WILL PASS UPON SHIPMENT, RISK OF LOSS WILL PASS UPON DELIVERY TO PURCHASER'S FACILITY.
4 ORDERED EQUIPMENT MAY BE RETURNED FOR A FULL REFUND, LESS A 20% RESTOCKING FEE, IF THE EQUIPMENT IS RETURNED UNUSED AND UNDAMAGED IN ITS ORIGINAL PACKAGING WITH IN SIX MONTHS AFTER SHIPMENT.
5 PRICES QUOTED ARE VALID FOR THIRTY (30) DAYS FROM THE DATE OF THIS QUOTE.
6 UNLESS OTHERWISE STATED, PAYMENT WILL BE DUE WITHIN THIRTY DAYS AFTER INVOICE.
7 MOTOROLA'S STANDARD EQUIPMENT WARRANTY (WHICH WILL BE FURNISHED UPON REQUEST) APPLIES TO ALL ORDERED EQUIPMENT.
8 MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS,EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9 MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITTED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH
10 LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
11 THESE TERMS WILL PREVAIL OVER ANY INCONSISTENT OR ADDITIONAL TERMS ON ANY PURCHASE ORDER SUBMITTED BY THE PURCHASER.

PROPOSED BY	_____
PRINTED NAME	_____
TITLE:	_____
DATE:	

BEFORE SIGNING, PLEASE READ THIS PROPOSAL CAREFULLY. YOUR SIGNATURE IS AN OFFER TO PURCHASE THE PRODUCTS AND SERVICES LISTED ABOVE, WHICH IF ACCEPTED BY MOTOROLA, WILL BE A PURCHASE CONTRACT.

CUSTOMER ACCEPTANCE:	_____
PRINTED NAME	_____
TITLE:	_____
PURCHASE ORDER #	_____
DATE:	____/____/____

AI-10290 **14.H.1.**

Retrofit to Mechanic Shop next to County Clerks Warehouse for use of Elections Dept.

CC REGULAR

Date: 07/28/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Elections

Information

CAPTION

A. Presentation for discussion, consideration and approval to request proposals from job order contractors and/or construction awarded vendors through the County's membership/participation with state, cooperative purchasing programs or inter-locals to include but not limited to the provision of labor and materials and any other accessories for: The Retrofit and/or Renovations to Mechanic Shops/Bays located at 317 N. Closner (fks, Roberts Chevrolet Property) for use by Elections Department (as recommended/requested through Valde Guerra- Hidalgo County Executive Officer; or, in the alternative,

B. Requesting authority to advertise Request for Sealed Bids for: The Retrofit and/or Renovations to Mechanic Shops/Bays located at 317 N. Closner for use by Elections Dept.

BACKGROUND

Approval of proprosed retrofit will provide elections with needed space for equipment and any other appurtenances as may be needed to include but not limited to office space, as recommended by Valde Guerra, Executive Officer.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-414-00-22-035-0-452
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Acct. #8-1336-414-00-22-035-0-452 is a possible funding source for proposed project as of 07/18/08 in the amount of $155,656.00.

Attachments

Link: 08-300

Form Routing/Status

Form Started By: Oscar Garza Started On: 07/22/2008 11:29 AM

Final Approval Date: 07/25/2008

DATE: JULY 17, 2008

RE: WALK THRU FOR PROPOSED RETROFIT OF MECHANIC SHOP

OFFICE SPACE:
Southside wall will be removed and new wall will be installed approximately where steel beam is at; proposed north office will be eliminated completely and used for storage.

RESTROOMS:
New restroom facilities will be installed at same location but to include a ladies bathroom and must be ADA compliant.

FLOORING:
Flooring will smoothen out filling in any areas that have be covered and finished with basic gray concrete paint.

EAST WALL:
All garage doors will be removed and will be enclosed with CMU block with cement finish mathching existing color; (1) one ADA compliant entrance door to be installed at office section on south side and (1) one ADA compliant entrance door to storage room area.

INTERIOR WALLS:
Finished CMU block finished with white concrete paint.

WEST WALL:
Garage door will remain, garage door will be painted to include but not limited to weather-stripping in order to hold up with HVAC system.

Windows will remain and/or replaced

ELECTRICAL:
Main panel will be relocated to East wall and basically use existing wiring and outlets to include but not limited to two strips of fluorescent lighting inside storage area. Any conduit not being used will be removed to include air hoses; not in use. (All outlets will remain at same and include 8 drop ceiling receptacles).

OUTSIDE AREA:
Existing canopies will be enclosed and add a 26 x 22 increasing by 572 sq. ft. for needed space to storage cages. Size of cages are 5' length 2.7" Width for a total of 13.5 sq. ft. area; there will be a total of 126 cages needing a minimum of 1701 sq. ft. plus needed area to move around. This addition will allow approximately 2400 sq ft. Area will include fluorescent lighting every 6ft. apart.

HVAC:
One run with ducts at center of building will cover interior of building

ROOF:
Roof will be replaced with metal insulated roofing with new purling.

AI-10161 **14.I.1.**

Pool for Licensed Professional Counselor(s)
CC REGULAR

Date: 07/28/2008
Submitted By: Sandra Montalvo, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Juvenile Probation

Information

CAPTION

A. Presentation for discussion, consideration and action to reject sole response received for RFP No. 2008-267-07-09-VYG-Judge Mario E. Ramirez, Jr. Juvenile Justice Center-Pool For Licensed Professional Counselor(s) in as much sole response received did not meet the minimum qualifications, requirements, and scope of services of project and;

B. Requesting authority to re-advertise and approval of RFP packet (i.e. qualifications, requirements, scope of services, terms Adan conditions and draft contract document) previously approved as to form by legal counsel for RFP-Judge Mario E. Ramirez, Jr., Juvenile Justice Center-Pool For Licensed Professional Counselor(s) so as to expand the "Pool" to meet the demand for services of the department.

BACKGROUND

Project requesting for a "Licensed Professional Counselor". As per "Chief Probation Officer-Director Israel "Buddy" Silva, for the Judge Mario E. Ramirez, Jr., Juvenile Justice Center, sole respondent is a "Licensed Clinical Social Worker" thus not being as qualified.

Seventy (70) RFP Packets were mailed out and only one response was received.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-423-60-330-002-0-339
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** y
BUDGETARY IMPACT:

Attachments

Link: Tabulation
Link: Exhibit A
Link: Exhibit B
Link: contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	07/22/2008 03:56 PM	APRV
2	Budget & Management	Veronica Lopez	07/25/2008 08:13 AM	APRV
3	Rey Salazar		07/25/2008 09:32 AM	NEW

Form Started By: Sandra Montalvo

Started On: 07/15/2008 10:56 AM

Final Approval Date: 07/25/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **JULY 09, 2008** RFP ACCEPTANCE TIME: **9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION: "**Judge Mario E. Ramirez, Jr. - Expansion For: Pool For License Professional Counselor(s)**"
RFP NO: **2008-267-07-09-VYG**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
1. JULIE ANICETO julieaniceto@hotmail.com	MAILED	VANGIE Y. GARCIA	06/26/08	2509 CAMELIA MCALLEN, TEXAS 78501 (C) 330-9866
2. YESENIA CANTU	MAILED	VANGIE Y. GARCIA	06/26/08	3400 FERN AVENUE MCALLEN, TEXAS 78501 956-457-9569
3. VERONICA CASTRO	MAILED	VANGIE Y. GARCIA	06/26/08	1700 HISBISCUS AVENUE MCALLEN, TEXAS 78501 956-630-2011
4. MALCOM JAMES COLEMAN	MAILED	VANGIE Y. GARCIA	06/26/08	1100 #1 HISBISCUS MCALLEN, TEXAS 78501 956-631-5557
5. ALFREDO VINCENT CRIXELL	MAILED	VANGIE Y. GARCIA	06/26/08	6113 N. 32ND STREET MCALLEN, TEXAS 78502 956-682-3661
6. ROBERT ELIZONDO	MAILED	VANGIE Y. GARCIA	06/26/08	P.O. BOX 2263 MCALLEN, TEXAS 78502 956-318-3104
7. ESTHER LOPEZ FRAIRE	MAILED	VANGIE Y. GARCIA	06/26/08	1301 . FERN-STE. B1 MCALLEN, TEXAS 78501 956-687-4668
8. LILLYANA GIRADO RODRIGUEZ	MAILED	VANGIE Y. GARCIA	06/26/08	801 E. NOLANA-STE.9 MCALLEN, TEXAS 78504 956-687-8086
9. CONNIE HALUSKA	MAILED	VANGIE Y. GARCIA	06/26/08	P.O. BOX 5474 MCALLEN, TEXAS 78502 210-687-7538
10. LISA BLOCKER JENDRUSCH	MAILED	VANGIE Y. GARCIA	06/26/08	1500 ORCHID MCALLEN, TEXAS 78504 210-630-0514

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **JULY 09, 2008** RFP ACCEPTANCE TIME: **9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION: "**Judge Mario E. Ramirez, Jr. - Expansion For:Pool For License Professional Counselor(s)**"
RFP NO: **2008-267-07-09-VYG**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
11. DELINDA BRITTON dbritton@thelittlegym.com	MAILED	VANGIE Y. GARCIA	06/26/08	1501 HIGHLAND DRIVE MCALLEN, TEXAS 78501 956-686-4005
12. SONYA CASTANEDA	MAILED	VANGIE Y. GARCIA	06/26/08	3509 GOLDCREST AVENUE MCALLEN, TEXAS 78504 956-682-0494
13. THEODORE CURTIS CATION	MAILED	VANGIE Y. GARCIA	06/26/08	1112 UPAS AVENUE-#B MCALLEN, TEXAS 78501 956-687-5540
14. ROZANA CONTRERAS	MAILED	VANGIE Y. GARCIA	06/26/08	3208 LARK AVENUE MCALLEN, TEXAS 78504 512-687-7936
15. MARTHA DE LA GARZA	MAILED	VANGIE Y. GARCIA	06/26/08	1201 SANDPIPER APT. #2 MCALLEN, TEXAS 78504 956-579-4719
16. EDUARDO ESTEVIS	MAILED	VANGIE Y. GARCIA	06/26/08	401 E. CAMELIA AVE. APT. 204 E MCALLEN, TEXAS 78501 956-724-8604
17. ROBERT TOMAS GARCIA	MAILED	VANGIE Y. GARCIA	06/26/08	6220 N. 17TH STREET MCALLEN, TEXAS 78504 512-687-1057
18. ALICIA STEPHENS GUFFEY	MAILED	VANGIE Y. GARCIA	06/26/08	321 DOVE MCALLEN, TEXAS 78504 956-682-3526
19. CARLOS ALBERTO HERRERA	MAILED	VANGIE Y. GARCIA	06/26/08	P.O. BOX 5506 MCALLEN, TEXAS 78502 956-618-2761
20. ZONIA L. KOU	MAILED	VANGIE Y. GARCIA	06/26/08	1008 EAST DAFFODIL AVE.-APT. 219 MCALLEN, TEXAS 78501 956-688-5870

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

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RFP ACCEPTANCE DATE: **JULY 09, 2008** RFP ACCEPTANCE TIME: **9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION: "**Judge Mario E. Ramirez, Jr. - Expansion For:Pool For License Professional Counselor(s)**"
RFP NO: **2008-267-07-09-VYG**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	**PROPOSAL REQUEST *VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S**
21. LINDA CANTU	MAILED	VANGIE Y. GARCIA	06/26/08	10610 N. 23RD. LANE MCALLEN, TEXAS 78504 956-686-1039
22. DOLORES CASTELLANO	MAILED	VANGIE Y. GARCIA	06/26/08	509 E. NEWPORT LANE MCALLEN, TEXAS 78501 956-687-8728
23. JOSE G. CAVAZOS	MAILED	VANGIE Y. GARCIA	06/26/08	604 AVOCET MCALLEN, TEXAS 78504 512-686-0752
24. ALFREDO CRIXELL JR.	MAILED	VANGIE Y. GARCIA	06/26/08	7801 N. 27TH LANE MCALLEN, TEXAS 78504 956-682-2327
25. BRIAN DUTREMAINE	MAILED	VANGIE Y. GARCIA	06/26/08	3604 QUAIL AVENUE MCALLEN, TEXAS 78504 956-664-1846
26. ALISA AVILA FERNANDEZ	MAILED	VANGIE Y. GARCIA	06/26/08	5225 N. 25TH STREET MCALLEN, TEXAS 78504 956-661-9190
27. ZONIA GARZA	MAILED	VANGIE Y. GARCIA	06/26/08	113 W. WHITEWING MCALLEN, TEXAS 78501 956-631-8452
28. TONY GUZMAN	MAILED	VANGIE Y. GARCIA	06/26/08	210 NOLANA, STE. B MCALLEN, TEXAS 78504 956-664-1600
29. MINERVA IBARRA	MAILED	VANGIE Y. GARCIA	06/26/08	3201 N. 20TH STREET MCALLEN, TEXAS 78501 956-682-5127
30. ROSE LAWLEY	MAILED	VANGIE Y. GARCIA	06/26/08	713 SANDPIPER 31 MCALLEN, TEXAS 78504 303-471-5494

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

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RFP ACCEPTANCE DATE: **JULY 09, 2008** RFP ACCEPTANCE TIME: **9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION: "**Judge Mario E. Ramirez, Jr. - Expansion For:Pool For License Professional Counselor(s)**"
RFP NO: **2008-267-07-09-VYG**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
31. ALLAN LIPPS	MAILED	VANGIE Y. GARCIA	06/26/08	708 W. WESTWAY MCALLEN, TEXAS 78501 956-683-8173
32. YOLANDA HINOJOSA MCCAL	MAILED	VANGIE Y. GARCIA	06/26/08	404 YELLOW HAMMER AVENUE MCALLEN, TEXAS 78504 956-687-5949
33. RICHARD MIRELES	MAILED	VANGIE Y. GARCIA	06/26/08	3412 ORIOLE MCALLEN, TEXAS 78504 956-972-1688
34. JUAN NICOLAU	MAILED	VANGIE Y. GARCIA	06/26/08	2209 KENDLEWOOD AVE. MCALLEN, TEXAS 78501 956-682-4238
35. MARGARITA OLIVAREZ	MAILED	VANGIE Y. GARCIA	06/26/08	5111 N. 10TH ST.-#119 MCALLEN, TEXAS 78504 956-688-6980
36. EDUARDO PENA	MAILED	VANGIE Y. GARCIA	06/26/08	1222 HARVEY STREET MCALLEN, TEXAS 78501 956-682-6740
37. CYNTHIA D. PORTER	MAILED	VANGIE Y. GARCIA	06/26/08	6101 N. 27TH STREET MCALLEN, TEXAS 78504 956-928-1749
38. PATRICIA ANN RIEK	MAILED	VANGIE Y. GARCIA	06/26/08	2504 HARVEY DRIVE MCALLEN, TEXAS 78501 956-687-3688
39. BELINDA ROJAS	MAILED	VANGIE Y. GARCIA	06/26/08	3507 N. 34TH LANE MCALLEN, TEXAS 78501 956-683-0763
40. ROBERT RUIZ	MAILED	VANGIE Y. GARCIA	06/26/08	2528 PECAN AVE. MCALLEN, TEXAS 78501 956-618-7921

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **JULY 09, 2008** RFP ACCEPTANCE TIME: **9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION: "**Judge Mario E. Ramirez, Jr. - Expansion For: Pool For License Professional Counselor(s)**"
RFP NO: **2008-267-07-09-VYG**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
41. VIRGINIA VILLARREAL MANN	MAILED	VANGIE Y. GARCIA	06/26/08	4609 N. 5TH STREET MCALLEN, TEXAS 78504 210-682-2147
42. GLENDA WASKOW MCCLENDON	MAILED	VANGIE Y. GARCIA	06/26/08	4612 N. 8TH STREET MCALLEN, TEXAS 78504 956-686-8573
43. YOELIA NAVA	MAILED	VANGIE Y. GARCIA	06/26/08	908 N. 49TH STREET MCALLEN, TEXAS 78501 956-630-6477
44. REBECCA NORTON	MAILED	VANGIE Y. GARCIA	06/26/08	900 N. 50TH STREET MCALLEN, TEXAS 78501 956-992-0940
45. REBECCA REYLAND OLIVAREZ	MAILED	VANGIE Y. GARCIA	06/26/08	3916 SWALLOW AVE. MCALLEN, TEXAS 78501 956-458-2328
46. SANTA E. PENA	MAILED	VANGIE Y. GARCIA	06/26/08	2701 N. MCCOLL-#F7 MCALLEN, TEXAS 78501 956-682-2140
47. LINDA MARIE RAMIREZ	MAILED	VANGIE Y. GARCIA	06/26/08	715 W. PECAN BLVD. MCALLEN, TEXAS 78501 956-630-4485
48. ORLANDO RODRIGUEZ	MAILED	VANGIE Y. GARCIA	06/26/08	4205 TYLER AVE. MCALLEN, TEXAS 78503 956-565-9487
49. GROVER ROLLINS	MAILED	VANGIE Y. GARCIA	06/26/08	2900 N J ST. APT. #206 MCALLEN, TEXAS 78501 956-655-7872
50. RITA SALAZAR	MAILED	VANGIE Y. GARCIA	06/26/08	7423 N. 20TH MCALLEN, TEXAS 78504 956-631-4282

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **JULY 09, 2008** RFP ACCEPTANCE TIME: **9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION: "**Judge Mario E. Ramirez, Jr. - Expansion For:Pool For License Professional Counselor(s)**"
RFP NO: **2008-267-07-09-VYG**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
51. ROXANNE MATA	MAILED	VANGIE Y. GARCIA	06/26/08	2705 GUMWOOD AVE. MCALLEN, TEXAS 78501 956-682-6258
52. GULLEMINA MENDOZA SOLLNER	MAILED	VANGIE Y. GARCIA	06/26/08	404 E. BLUEBIRD MCALLEN, TEXAS 78504 956-682-5307
53. SUSAN NEWTON CHAMBERS	MAILED	VANGIE Y. GARCIA	06/26/08	4901 DAFFODIL AVE.-#226 MCALLEN, TEXAS 78501 956-992-0940
54. LETICIA ADRIANA OCANAS	MAILED	VANGIE Y. GARCIA	06/26/08	712 LINDBERG MCALLEN, TEXAS 78501 956-682-8800
55. ABEL ERASMO ORTEGA	MAILED	VANGIE Y. GARCIA	06/26/08	225 DARTMOUTH AVENUE MCALLEN, TEXAS 78504 956-682-5132
56. NELDA NORMA PEREZ	MAILED	VANGIE Y. GARCIA	06/26/08	1101 NYSSA STREET MCALLEN, TEXAS 78501 512-687-1425
57. LORRIE M. RAMIREZ	MAILED	VANGIE Y. GARCIA	06/26/08	P.O. BOX 1443 MCALLEN, TEXAS 78505
58. SAN JUANITA RODRIGUEZ	MAILED	VANGIE Y. GARCIA	06/26/08	3101 ULEX MCALLEN, TEXAS 78504 956-688-6153
59. GEORGE ROPER III	MAILED	VANGIE Y. GARCIA	06/26/08	132 W. XANTHISMA #162 MCALLEN, TEXAS 78504 956-343-7195
60. FRANCES HELEN SCHREIBER	MAILED	VANGIE Y. GARCIA	06/26/08	5009 N. 8TH STREET MCALLEN, TEXAS 78504 210-682-2106
61. MARILYN SPYKER RAMIREZ	MAILED	VANGIE Y. GARCIA	06/26/08	7617 N. 25TH LANE MCALLEN, TEXAS 78504 956-631-3686

62. CATHERINE ANN WILLIAMS	MAILED	VANGIE Y. GARCIA	06/26/08	106 E. JONQUIL STREET MCALLEN, TEXAS 78501 956-682-3647
63. MARY ANN MEAVE HANDY	MAILED	VANGIE Y. GARCIA	06/26/08	817 SOUTH GEORGIA AVE. WESLACO, TEXAS 78596 956-972-2489
64. LISA DIANE KONECNY	MAILED	VANGIE Y. GARCIA	06/26/08	P.O. BOX 1073 WESLACO, TEXAS 78596 956-973-9279
65. MARIA ELENA RAMOS	MAILED	VANGIE Y. GARCIA	06/26/08	201 JOHNSON CIRCLE WESLACO, TEXAS 78596 956-968-0680
66. RODGER DEAN WAHL	MAILED	VANGIE Y. GARCIA	06/26/08	1006 W. 7TH STREET WESLACO, TEXAS 78596 210-968-3641
67. SANDRA LUZETTE VICKERS	MAILED	VANGIE Y. GARCIA	06/26/08	1600 LARK AVE. MCALLEN, TEXAS 78504 956-682-1860
68. MARIA ANTONIO FUENTES	MAILED	VANGIE Y. GARCIA	06/26/08	1809 FOREST LANE WESLACO, TEXAS 78596 956-968-8441
69. ARTURO HERNANDEZ	MAILED	VANGIE Y. GARCIA	06/26/08	1216 JASMINE STREET WESLACO, TEXAS 78596 956-969-0582
70. MARY L. REYNA	MAILED	VANGIE Y. GARCIA	06/26/08	424 FROST PROFF DR. WESLACO, TEXAS 78596 956-793-0223
71. RAQUEL VILLARREAL	MAILED	VANGIE Y. GARCIA	06/26/08	2420 PELICAN AVE. MCALLEN, TEXAS 78504 956-994-9030
72. ISSAC FLORES	MAILED	VANGIE Y. GARCIA	06/26/08	805 N. BRIDGE WESLACO, TEXAS 78596 956-968-8544
73. YOLANDA HILL	MAILED	VANGIE Y. GARCIA	06/26/08	1208 S. WESTGATE WESLACO, TEXAS 78596 956-968-1036
74. OLIVIA MOLINA	MAILED	VANGIE Y. GARCIA	06/26/08	223 WEST DELMA STREET WESLACO, TEXAS 78596 956-969-4974
75. WILLIAM THOMAS ROACH JR.	MAILED	VANGIE Y. GARCIA	06/26/08	1012 JASMINE STREET WESLACO, TEXAS 78596 956-463-7391
76. JAVIER SOLIS b00890c@yahoo.com	MAILED	VANGIE Y. GARCIA	06/26/08	1615 SUMMERFIELD EDINBURG, TEXAS 78539 956-383-4324 720-6799 683-1510
77. JESSIE LONGORIA	MAILED	VANGIE Y. GARCIA	06/26/08	5402 N. GWIN EDINBURG, TEXAS 78541 956-383-6833

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL TABULATION SHEET

DEPARTMENT NAME: JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER	
PROPOSAL OPENING DATE: JULY 9, 2008	**PROPOSAL OPENING TIME: 9:30 A.M.**
DESCRIPTION OF PROPOSAL: "EXPANSION FOR: POOL FOR LICENSED PROFESSIONAL COUNSELOR(S)"	
PROPOSAL NO: 2008-267-07-09-VYG	**BUYER II: VANGIE Y. GARCIA**

RFP #	NAME OF COMPANY	ACKNOWLEDGMENT OF PROPOSAL
#1	HECTOR X. PALACIOS	√
#2		
#3		
#4		
#5		
#6		
#7		
#8		
#9		
#10		

EXHIBIT B

EVALUATION CRITERIA

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"EXPANSION FOR: LICENSED PROFESSIONAL COUNSELOR(S)"

SELECTION/EVALUATION/RANKING CRITERIA

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, score and evaluate the RFPs received in response to this "Request For Proposals" in order to establish an "Expansion For: Pool/Roster of "Licensed Professional Counselor(s).

After the RFPs have been reviewed, scored and evaluated, the committee will present a "Pool/Roster" grid to Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service "Judge Mario E. Ramirez, Jr. Juvenile Justice Center".

1. LICENSED PROFESSIONAL COUNSELOR(S):
   The "Licensed Professional Counselor(s) should provide information related to its qualifications, experience. The "Licensed Professional Counselor(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the "Texas State Of Board of Examiners Of Professional Counselors" and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Counseling Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. UNDERSTANDING THE SERVICES/METHODOLOGY:
   The "Licensed Professional Counselor(s) must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Professional Counselor" by the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center. If the "Counselor" currently has an active practice, the "Counselor" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Counselor(s) should include any local issues or concerns that directly affect the "Counselor(s) understanding of the project.

3. COST:
   Provide fee cost per hour for individual counseling, family counseling, group counseling, initial clinical intake services, attend juvenile justice court of law, consultation session as requested in scope of services and requirements.

4. ABILITY TO COMMIT TO ALL REQUIRED "SERVICES":
   The "Licensed Professional Counselor(s) should provide as much background information as to it's experiences in providing similar services to individual counseling, family counseling, group counseling, in other "Juvenile Probation Counseling Services".

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
"EXPANSION FOR: LICENSE PROFESSIONAL COUNSELOR(S)"
RFP NO: 2008-267-07-09-VYG

RFP EVALUATION FORM

Selection Criteria	**Points**	**Score**
1. LICENSE PROFESSIONAL COUNSELOR(S): The "Licensed Professional Counselor(s) should provide information related to its qualifications, experience. The "Licensed Professional Counselor(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the "Texas State Of Board of Examiners Of Professional Counselors" and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Counseling Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.	30 Points	_____
Comments/Rationale For Points:_____		
2. UNDERSTANDING THE SERVICES/METHODOLOGY: The "Licensed Professional Counselor(s) must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Professional Counselor" by Judge Mario E. Ramirez, Jr. Juvenile Justice Center. If the "Counselor" currently has an active practice, the "Counselor" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Counselor(s) should include any local issues or concerns that directly affect the "Counselor(s) understanding of the project.	20 Points	_____
Comments/Rationale For Points:_____		
3. COST: Provide fee cost per hour for individual counseling, family counseling, group counseling, initial clinical intake services, attend juvenile justice court of law, consultation session as requested in scope of services and requirements.	20 Points	_____
Comments/Rationale For Points:_____		
4. ABILITY TO COMMIT TO ALL REQUIRED "SERVICES" The "Licensed Professional Counselor(s) should provide as much background information as to it's experiences in providing similar services to individual counseling, family counseling, group counseling, in other "Juvenile Probation Counseling Services".	30 Points	_____
Comments/Rationale For Points:_____		
	Total Score	_____

Provider: _____

Evaluator: _____ Date: _____

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

Service Contract
C-

THIS AGREEMENT is made effective the _____day of ____, 2008, by and between **JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER,** a department of **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "Department") and _____, LPC (hereinafter "Licensed Professional Counselor") to service at the pleasure of the Department.

W I T N E S S E T H:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of "Licensed Professional Counseling Services" for the youth probationers served by Department (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a "Licensed Professional Counselor" until replaced by Department. These services include, but are not limited to:

(a) Conducting "Individual/Family/Group Counseling" appropriate for the needs of each client;

(b) Conducting "Initial Clinical Intake";

(c) Conducting “Psychological Examinations” of the Clients as required by the Department;

(d) Conducting “Consultation Services” as requested and required on an “As Needed Basis”;

(e) Conducting other evaluations and tests on each Client as required by the Department;

(f) Interpreting the results of any tests conducted under (a) (b) (c) (d) (e) or (f) stated above and submitting a written report to Department of the results of such tests and examinations, as required by Department;

(g) Developing, implementing, monitoring and recommending to department appropriate counseling programs for the Client based on Contractor’s experience, professional training and personal observations.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represent that it employs “Licensed Professional Counselors” licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such licensed professional counselor and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certified that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan or payment and

acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. As consideration for the above and forgoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide an itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

a) Individual Counseling Fee Per Hour – $____ Maximum/Per Hour/Per Individual

b) Family Counseling Fee Per Hour – $____ Maximum/Per Hour/Per Family

c) Group Counseling Fee Per Hour – $____ Maximum/Per Hour/Per Individual/Per Group

d) Initial Intake Fee Per Hour – $____ Maximum/Per Hour/Per Intake

e) Court Fee Cost Per Hour – $____ Maximum/Per Hour

f) Consultation Fee Per Hour – $____ Maximum/Per Hour

Upon receipt of said statement, Department shall submit a requisition for payment of said

services in the customary manner provided for payments utilized by Hidalgo County, Texas. Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department. Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this Contract. In any event, Contractor 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.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department, 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 Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Contractor agree that either party 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.

8. Department hereby notifies Contractor that this Contract may be wholly or partially funded with state grant funds and as such, this Contract shall be subject to termination without

penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the Services for Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the professional liability insurance insurer that such insurances is in full force and effect. In addition, Contractor agrees to hold County harmless for any and all claims arising out of any activity conducted by Contractor in providing services under this Contract.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of Department.

11. It is intended that the "Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for an additional two (2), one (1) year terms, under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next term, under the same rates, terms and conditions.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

13. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or

decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of and compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contractor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contractor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Contractor fails to comply with any conditions in this Contract, then Department shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Contractor.

15. No waive by Department 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. 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 representation 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 Department and Contractor, and not otherwise.

17. 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. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall in writing and shall either be (i) personally delivered against 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 Department:	Judge Mario E. Ramirez, Jr. Juvenile Justice Center Attention: Israel "Buddy" Silva, Jr. P.O. Box 267 Edinburg, Texas 78540
If to Contractor:	_____ _____ _____

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

19. The parties hereto convenant 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.

20. 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.

21. 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 appropriate.

22. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

DEPARTMENT:

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

BY:_____ DATE:_____

Israel "Buddy Silva, Jr.", Director
and Chief Juvenile Probation Officer

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY:_____ DATE:_____

Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

CONTRACTOR:

BY:_____ DATE:_____

AI-10291 **14.J.1.**

HCSO-EXTENSIONS-NTC DRUG TESTING SVC-BOOTS N' JEANS-MEDICAL PLAZA PHARMACY & O E INVESTMENTS INC

CC REGULAR

Date: 07/28/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

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Information

CAPTION

A. Requesting authority to exercise the second (2nd) year of the additional two (2)-one (1) year options for extension as provided in the current contract for:"DRUG TESTING COLLECTION SERVICES" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with NTC DRUG TESTING SERVICES, INC.-Effective: 08/22/08

B. Requesting authority to exercise the one (1) year option to extend as provided in the current contract for:"STRAW HATS" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with BOOTS N' JEANS-Effective: 09/04/08

C. Requesting authority to exercise the second (2nd) year of the additional two (2)-one (1) year options for extension as provided in the current contract for:"LEGEND and NON-LEGEND PHARMACEUTICALS and INFIRMARY MEDICAL SUPPLIES" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with JOSE OCHOA d/b/a MEDICAL PLAZA PHARMACY-Effective: 09/16/08

D. Requesting authority to exercise the first (1st) year of the additional two (2) one (1) year term extension as provided in the current contract for:"LEASE OF TOWER SPACE" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with O.E. INVESTMENTS, INC.-Effective: 10/01/08

BACKGROUND

Letter of Approval/Recommendation by HCSO
Letter of extension- NTC DRUG TESTING SERVICES, INC.
Letter of extension- BOOTS N' JEANS
Letter of extension- JOSE OCHOA d/b/a MEDICAL PLAZA PHARMACY
Letter of extension- O. E. INVESTMENTS, INC.
with current contracts as attached hereto for all items

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-00-280-001-0-339/441/605
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-423-21-280-002-0-604

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

BUDGETARY IMPACT:

Attachments

Link: Letters of Extensions

Link: E-07-361-08-21-NTC Drug Testing Svc

Link: C-07-271-09-04-Boot N Jeans

Link: E-07-379-09-04-Medical Plaza Pharmacy

Link: C-07-281-09-25-O E Investements Inc

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/22/2008 03:58 PM	APRV
2	Budget & Management	Veronica Lopez	07/25/2008 08:17 AM	APRV
3	Rey Salazar		07/25/2008 09:32 AM	NEW

Form Started By: Letty Saenz Started On: 07/22/2008 11:32 AM

Final Approval Date: 07/25/2008

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Honorable Guadalupe Trevino, Sheriff
c/o **Anacleto Martinez, Chief Deputy**
Hidalgo County Sheriff's Department
Via E-mail amartinez@hidalgoso.org
Via Fax (956) 393-6179

FROM: Leticia Saenz, CPPB, Contracts Manager
Hidalgo County Purchasing Department

DATE: July 8, 2008

RE: ***NOTICE OF INTENT TO EXTEND VARIOUS CONTRACTS FOR HIDALGO COUNTY SHERIFF'S OFFICE***

Chief Martinez, please be advised that I have placed the following contracts for approval of extensions on the next Commissioner's Court meeting of Tuesday, July 22, 2008 as follows:

Contract Nbr.	Awarded Vendors	Title of Project	Current Contract Expiration Date	Extension Options w/ Commencement Date
E-07-361-08-21	NTC DRUG TESTING SERVICES, INC.	DRUG TESTING COLLECTION SERVICES	08/21/08	Exercising the 2ND year of the addt'l two (2)one (1) year term extension 08/22/08
C-07-271-09-04	BOOTS N' JEANS, INC.	STRAW HATS	09/03/08	Exercising the one (1) year option to extend 09/04/08
E-07-379-09-04	JOE OCHOA d/b/a MEDICAL PLAZA PHARMACY	LEGEND AND NON-LEGEND PHARMACEUTICALS	09/15/08	Exercising the 2ND year of the addt'l two (2)one (1) year term extension 09/16/08
C-07-281-09-25	O. E. INVESTMENTS, INC.	LEASE OF TOWER SPACE	09/30/08	Exercising the 1ST year of the addt'l two (2)one (1) year term extension 10/01/08

OK AM
OK AM
OK AM
OK AM

Therefore, we hereby request that your department respond if you wish to continue to extend/renew these services or proceed with rebidding for said services.

Provided under the current contracts, Hidalgo County Commissioners' Court has the option to exercise the additional years and terms as specified under the same rates, terms, and conditions for the above mentioned contracts.

Please acknowledge receipt and approval to exercise this "**option**" for the contracts specified by signing below & returning to the Purchasing Department via facsimile to (956) 318-2629 or via e-mail to letsysaenz@yahoo.com by no later than **12:00 p.m. on Friday, July 11, 2008** in order to proceed with the placement of approval on the next Commissioner's Court Agenda.

YES ✓ I do wish to obtain the one (1) year period extension.
NO ___ I do not wish to obtain the one (1) year period extension.

If answer is no, please explain: _____

Hidalgo County Sheriff's Office
Authorized Signature: _____ **Date:** 7/7/08

Thank you for your prompt attention and cooperation to this important matter. Should you require further assistance, please do not hesitate to contact me at (956) 292-7000 x-4861.

xc: Juan Tapia, Procurement Specialist
File
Via e-mail juan.tapia@hidalgoso.org

PURCHASING DEPARTMENT
County Of Hidalgo

July 8, 2008

Susan Sanchez, Director
NTC DRUG TESTING SERVICES, INC.
5717 North 10th, Suite D
McAllen, Texas 78504

Via e-mail ntcdrugtestingstaff@yahoo.com
Via Facsimile (956) 682-4252

Re: ***Extension of Contract No. E-07-361-08-21 - "Drug Testing Collection Services"- Hidalgo County Sheriff's Office***

Dear Ms. Sanchez:

Commissioners' Court will take applicable action (Tuesday, July 22, 2008) in connection with the Hidalgo County's option to extend/renew the **(second 2nd year)** of the additional two (2) one (1) year periods as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is of August 22, 2008.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, July 15, 2008, 12:00 p.m., via facsimile to (956) 956-318-2629.

By: Maria A Tienda Date: 7-14-08

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

PURCHASING DEPARTMENT
County Of Hidalgo

July 8, 2008

Martin C. Masso, Owner
BOOTS N' JEANS, INC.
2005 West Expressway 83
Weslaco, Texas 78596

Via Facsimile (956) 969-3486

Re: Extension of Contract No. C-07-271-09-04 - "Straw Hats"- Hidalgo County Sheriff's Office

Dear Mr. Masso:

Commissioners' Court will take applicable action (Tuesday, July 22, 2008) in connection with the Hidalgo County's option to extend/renew the additional one (1) year period as provided in the current requirements agreement (under the same rates, terms and conditions). Effective date of renew/extension is of September 4, 2008.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, July 15, 2008, 12:00 p.m., via facsimile to (956) 956-318-2629.

By: Martin C Masso Date: 7/14/08

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

PURCHASING DEPARTMENT
County Of Hidalgo

July 8, 2008

Joe Ochoa, Owner
JOSE OCHOA d/b/a MEDICAL PLAZA PHARMACY
4302 South Sugar Road, Suite 100
Edinburg, Texas 78539

Via e-mail claudeg7@hotmail.com
Via Facsimile (956) 318-5174

Re: ***Extension of Contract No. E-07-379-09-04-"Legend and Non-Legend Pharmaceuticals and Infirmary Medical Supplies"- Hidalgo County Sheriff's Office***

Dear Mr. Ochoa:

Commissioners' Court will take applicable action (Tuesday, July 22, 2008) in connection with the Hidalgo County's option to extend/renew the **(second 2nd year)** of the additional two (2) one (1) year periods as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is of September 16, 2008.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, July 15, 2008, 12:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: 7-14-08

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

PURCHASING DEPARTMENT
County Of Hidalgo

July 8, 2008

Othal Brand, Jr., Owner
O. E. INVESTMENTS, INC.
P. O. Box 4408
McAllen, Texas 78502

Via e-mail obrand@rioplexwireless.com
Via Facsimile (956) 631-2334

Re: Extension of Contract No. C07-281-09-25 - "Lease of Tower Space"- Hidalgo County Sheriff's Office

Dear Mr. Brand:

Commissioners' Court will take applicable action (Tuesday, July 22, 2008) in connection with the Hidalgo County's option to renew/extend the **(first 1st year)** of the additional two (2) one (1) year periods as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is of October 1, 2008.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, July 15, 2008, 12:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: 7/14/08

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

PURCHASING DEPARTMENT
County Of Hidalgo

August 16, 2007

E-07-361-08-21

Susan Sanchez, Director
NTC DRUG TESTING SERVICES, INC.
5717 North 10th, Suite D
McAllen, Texas 78504

Via Fax (956) 682-4252
Via E-Mail ntcdrugtestingstaff@yahoo.com

Re: ***Extension of Contract No. C-06-224-08-22 - "Drug Testing Collection Services"- Hidalgo County Sheriff's Office***

Dear Ms. Sanchez:

Please be advised that Hidalgo County will be requesting permission by the Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, August 21, 2007 to exercise the **(first 1st year)** of the option to ***extend*** contract for **an additional two (2) one (1) year terms (as stated in the current contract).** Commencement date (if approved) will become effective as of **August 22, 2007** under the same rates, terms and conditions and Expiring on **August 21, 2008.**

Please acknowledge receipt of notice of intent to extend contract of same by signing below and returning to the Purchasing Department by ***no later*** than, **Friday, August 17, 2007, 3:00 p.m., Via Facsimile to (956) 956-318-2629, Attn: Leticia Saenz, Contracts Mgr.**

✓ Yes, I hereby agree to extend the (1) one year extension of the contract under the same rates, terms, and conditions as specified on current agreement.

Comments (If any):

Susan Sanchez, Director

By: Susan Sanchez Date: Aug. 17, 2007

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626 ext. 4861. Your cooperation in this matter is greatly appreciated and we hope your company will continue its business relationship with the County of Hidalgo.

Sincerely,

Leticia H. Saenz, CPPB
Hidalgo County Contracts Manager

xc: File

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-06-224-08-22

THIS CONTRACT is made and entered into this **22ND** day of **August, 2006**, by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **N.T.C. Drug Testing Services, Inc.** an organization. ("Company")

WHEREAS, Company responded to advertised notices for bids for "**Drug Testing Collection Service**" (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" 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 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 Hidalgo County Sheriff's Office for a one (1) year term with the County's option to extend the contract for two (2) additional one (1) year terms. 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. 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 safety and efficiently provide the Services.

3. This Contract shall be for a one (1) year period beginning **August 22, 2006** and ending on **August 22, 2007** and may be extended at the sole discretion of County for two (2) additional one(1) year terms and/or an additional sixty (60) day grace period at the end of contract for unforseen delays on subsequent contract award, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the require 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 os 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 safety and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company and that Company is an independent contractor under this Contract.

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

If to County:

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

If to Company: N.T.C. Drug Testing Services, Inc.
Attn: Susan Sanchez, Director
5717 North 10th , Suite D
McAllen, TX 78504

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenfoceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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.

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).

WITNESS, our hands in duplicate originals this_____ day of_____, 2006.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Eddy Trevino - County Clerk

Approved by Commissioners' Court
on 8-22-06 ah

COMPANY: N.T.C. Drug Testing Services, Inc.
By:_____
Printed Name: SUSAN SANCHEZ
Title: DIRECTOR

Approved on Commissioners' Court **August 22, 2006**

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

By:_____

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
DRUG TESTING COLLECTION SERVICES
Bid No. 2006-224-07-05-MSS

BID SPECIFICATIONS

HIDALGO COUNTY SHERIFF'S OFFICE (County) is seeking bids from qualified contractors with which to establish contracts for the purpose of performing drug test collections for County employees on an as needed basis.

SCOPE OF SERVICES:

1. Contractor shall have ability to conduct a Drug and Alcohol Test Collection Program as required by local, state and federal laws and regulations.

2. Contractor shall perform collection of urine/blood samples by certified staff, in accordance with U.S. Department of Transportation (DOT) Standards and/or Hidalgo County Sheriff's Office policy and protocol for post-offer pre-employment and random drug tests as required.

3. Additional services include a certified Substance Abuse Professional, Breath Alcohol Technician and Medical Review Officer (M.R.O.).

4. Conduct post-offer pre-employment drug testing on all applicants, or post-employment transfer, promotion and or reassignment to safety-sensitive position.

5. Conduct testing when the department Head/Elected Official or personnel designated by the Department Head have reason to believe that an Employee on County property is using or under the influence of prohibited drugs, alcohol and substances, or that there has been a violation of the Hidalgo County Sheriff's Office Drug and Alcohol policy.

6. Conduct testing when an Employee is found in possession of suspected illegal or prohibited drugs and substances, or when any of these drugs and substances are found in an area controlled or used exclusively by said Employee or other person.

7. Conduct testing when an employee returns to active employment after a leave of absence of forty-five days or more.

8. Conducts testing following an on-the-job injury requiring treatment from a physician or following a serious or potentially serious accident or incident, including near misses, in which: safety precautions were violated; unsafe instructions or orders were given;

vehicle/equipment/property was damaged; or unusually careless acts were performed. All persons involved and within the immediate vicinity of the incident may have their urine and/or blood tested. If it is impossible or impractical, because of the physical condition of the individual(s) involved in the accident, to give a urine and/or blood sample, and if in subsequent medical treatment of the person(s) blood will be drawn, then blood will be analyzed for drugs, alcohol and other prohibited substances.

9. Service provider shall conduct random, unannounced drug and alcohol testing on employees who are licensed by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) and/or every employee working in a job classified as a safety-sensitive position Note: The random rate for testing is subject to change based on the DOT standards.

10. Provide drug and alcohol testing services with licensed and certified personnel and laboratories as required by Local, State and Federal Law including, but not limited to, Medical Review Officer (MRO), Breath Alcohol Technician (BAT) and Substance Abuse Professional (SAP) and National Certified Addiction Counselor II (NCACII) as required by DOT. Copies of certifications should be submitted with bid response.

11. Conduct annual training for designated County employees on the Drug Free Workplace Act.

12. The service provider will insure proper and documented chain of custody during and after sample collection and testing.

13. RANDOM DRUG AND ALCOHOL TESTING – The County will require approximately 25% random drug and alcohol testing for employees who are licensed by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) and/or every employee working in a job classified as a safety-sensitive position to be performed on a semiannual and/or an as needed basis. Safety sensitive positions are located in various areas of the Sheriff's Office.

14. The contractor must provide a description of the work plan and the methods to be used that will demonstrate what the contractor intends to do, the timeframes necessary to accomplish the work and how the work will be accomplished. The Contractor shall specify the test procedures that will utilized. The contractor must also include a plan for performing random testing at multiple locations simultaneously.

15. Positive results must be hand-delivered in a sealed confidential envelope to The Law Enforcement Center, 711 El Cibolo Road, Edinburg, TX 78542 to the attention of Lt. Andy Guzman, Hidalgo County Sheriff's Office Internal Affairs Unit. Negative results will be mailed or hand delivered in a sealed confidential envelope to same address.

16. Test results will not be divulged in any form to anyone other than to those designated authorized Sheriff's Office representatives.

17. Statistical reports of test results may be requested from the contractor on a quarterly basis and on an annual basis. Information on the statistical reports may be requested from the designated Sheriff's Office representative.

18. Alcohol screening tests that conclude in a positive result may be confirmed with a second screening 15 to 30 minutes from the time of the first positive test.

19. Contractor must possess capability for collection of urine/blood samples as needed and conduct tests in response to critical time frames for post accident and reasonable suspicion testing situations

20. QUALIFICATIONS OF THE CONTRACTOR – Must remain current on testing and medical standards for all services to be performed as a result of this contract.

21. INDEMNIFICATION – The successful bidder shall be required to agree to indemnify and hold harmless the County of Hidalgo and its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys' fee, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful bidder, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful bidder shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the County in the defense of such claims and losses, including appeals.

22. BID PRICE must include: 1) a per hour fee where hours must be certified by assigned County Sheriff's Office representative at the time services are rendered, 2) individual test charges (fees) for Panel 10, Rohypnol, Alcohol and Ecstasy and a total test charge (fee) for all the above. Bid price must indicate fees for urine, hair and blood test for the above tests, and 3) bid price will also include price per session including all materials for Reasonable Suspicion Training, Drug Free Workplace Act and any other Drug testing related requested training.

23. BID AWARD – 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.

24. CONTRACT TERM – The initial term of the resultant contract will be for a period of one (1) year and shall commence from the date of award. The County reserves the option to extend the contract for two (2) additional one (1) year terms based on performance evaluation and contingent upon cost terms and conditions remaining unchanged and/or County's option to extend for an additional (60) day grace period at the end of contract for unforeseen delays on subsequent contract award.

25. REFERENCES - Submit a minimum of five (5) references that include, company names, addresses, contact persons and telephone numbers for the contact persons. References may or may not be reviewed or contacted at the discretion of the County. The County reserves the right to contact references other than, and/or in addition to, those furnished by the vendor.

26. TESTING SITE– Contracted vendor should be able to conduct on site and/or off site testing as requested by the Hidalgo County Sheriff's Office. Contractor may be required to provide appropriately private facilities to conduct testing, including a locked, secured box, etc. for private articles where applicable.

SPECIAL INSTRUCTIONS TO BIDDERS:

1. RIGHT TO AUDIT: Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Hidalgo County Sheriff's Office to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

   For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

   The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

   If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County, the actual cost of the County's audit shall be paid by Contractor.

2. Hidalgo County reserves the right to seek purchases/services from state awarded vendors or any other cooperative purchasing programs whenever it is in its best interest to do so.

3. The bidder(s) awarded the contract cannot engage the services of a subcontractor without prior written consent of Hidalgo County for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. 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, 100 E. Cano St.-4th Floor, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All applicable forms in this packet must be filled in its entirety and submitted with bid response.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, June 28, 2006, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, June 30, 2006.

EXHIBIT"B"
VENDOR'S RESPONSE

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
DRUG TESTING COLLECTION SERVICES
Bid No. 2006-224-07-05-MSS

BID PAGE

1. PER HOUR FEES(LABOR):

REGULAR	24 Hour Service 8:00 A.M.	5:00 P.M.	Office
PREMIUM	5:00 P.M.	8:00 A.M.	* 24 Hour Service 5 locations (Valleywide)

2. TEST CHARGES: Enter price for each test.

Panel 10 (individual)							
Cannabis	Urine	✓					
	Hair						
	Blood						
Cocaine	Urine	✓					
	Hair						
	Blood						
Amphetamines	Urine	✓					
	Hair						
	Blood						
Morphine	Urine	✓					
	Hair						
	Blood						
Methamphetamines	Urine	✓					
	Hair						
	Blood						
Phencyclidine	Urine	✓					
	Hair						
	Blood						
Benzodiazepines	Urine	✓					
	Hair						
	Blood						
Barbiturates	Urine	✓					
	Hair						
	Blood						
Methadone	Urine	✓					
	Hair						
	Blood						

* Price on Panel 10 is grouped together. No individual charges. Fee 36.00
* Price on Panel 5 is grouped together. No individual charges. Fee 28.00

Specific Test		Cut-off Assay (Initial test threshold)	Zero-Level (screening threshold)		Turnaround time for results	
			PER LOT		PER LOT	POSITIVE	NON-NEGATIVE
Tricyclic Antidepressants	Urine	✓					
	Hair						
	Blood						
Rohypnol	Urine	✓					
	Hair						
	Blood						
Alcohol	Urine	✓					
	Hair						
	Blood						
Ecstasy	Urine	✓					
	Hair						
	Blood						
COMPLETE TEST COST (Includes all of the above)	Urine	✓					
	Hair						
	Blood						

* ~~Urine~~ Breath Test for alcohol will be conducted on certified equipment PBA 3000B

3. TRAINING FEES: Training Charges per Session:

a) Reasonable Suspicion Training $80.00 per hour
b) Drug Free Workplace Act 80.00 per hour
c) Other Drug Testing Related 80.00 per hour

COMPANY NAME: N.T.C. Drug Testing Services, Inc.

ADDRESS: 5717 North 10th. Suite D. McAllen, Tx. 78504

CITY/STATE/ZIP CODE: McAllen, Edinburg, RGCity, La Joya, Weslaco & Harlingen

PHONE NUMBER: MAIN # (956) 682-7090 682-4219

FAX NUMBER: (956) 682-4252

CELLULAR NUMBER: (956) 655-2967 or 655-3648

AUTHORIZED SIGNATURE: Susan Sanchez / Connie Mendoza

PRINTED NAME: Susan Sanchez

TITLE: Director

DATE: July 3, 2006

Email - ntcdrugtestingstaff@yahoo.com

EXHIBIT "C"
INSURANCE

Policy Number: CLS1319904 Date Entered: 12/11/2007

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/11/2007

PRODUCER
Davis Insurance Agency
2030 E. Griffin Parkway
Mission, Texas 78572

(956) 581-9838

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
NTC DRUG TESTING SERVICES INC.
DBA NURSES TECHNICAN AND COLLECTORS
PO BOX 2083
MCALLEN, TX 78501

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: SCOTTSDALE INSURANCE COMPANY	
INSURER B:	
INSURER C.	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	CLS1426162	11/14/2007	11/14/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ EXCLUDED $ 2,000,000 $ EXCLUDED
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/09/07

PRODUCER
ARCHIE ACEVEDO
5717 N 10TH ST # A
MCALLEN, TEXAS 78504

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE | NAIC #

INSURED
NTC DRUG TESTING SERVICES INC DBA
NURSES TECHNICIANS & COLLECTORS
P O BOX 2883
MCALLEN, TEXAS 78502

INSURER A:
INSURER B: ALLSTATE INSURANCE
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	PL# 04883602	09/27/07	09/27/08	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 300,000 $ 500,000 $ 50,000
C		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
D		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
E		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
F		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

DRUG TESTING

CERTIFICATE HOLDER

HIDALGO COUNTY
100 E CANO
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Archie Acevedo

© ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/24/2007

PRODUCER

COMBINED INDEPENDENT AGENCIES INC
2304 TARPLEY ROAD, SUITE 124
CARROLLTON, TX 75006
(888) 237-9948

XY483 70D

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

NTC DRUG TESTING SERVICES, INC
DBA NURSES TECHNICIAN & COLLEC
5717N 10TH ST, #D
MCALLEN, TX 78504

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: THE TRAVELERS INDEMNITY COMPANY	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY					
		☐ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ ☐ CLAIMS MADE ☐ OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO					
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☐ SCHEDULED AUTOS					
		☐ HIRED AUTOS				BODILY INJURY (Per accident)	$
		☐ NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB-7708C685-07	09/18/2007	09/18/2008	X WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

RECEIVED
BY:
DATE:

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

LABORATORY - MEDICAL
IN THE EVENT OF NON-PAYMENT OF PREMIUM, ONLY TEN(10) DAYS NOTICE OF CANCELLATION SHALL BE GIVEN.

CERTIFICATE HOLDER

DBA NURSES TECHNICIAN & COLLECTORS
5717 10TH ST, #D
MCALLEN, TX 78504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Client#: 660265 63NURSETEC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/08/07

PRODUCER
BB&T Insurance
110 Dixie Street
Carrollton, GA 30117
770 214-1991

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
NTC Drug Testing Services Inc dba
Nurses Technicians & Collectors
PO Box 2883
McAllen, TX 78502

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Markel Ins(StringerWare)	38970
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea 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					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Professional	3CD3301442	11/09/07	11/09/08	$1,000,000 Occurrence $1,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Professional Liability-Testing Services; Claims Made; Retro Date: 11/09/06
Deductible: $2,500

CERTIFICATE HOLDER

Hidalgo County
100 East Cano
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Paula D. Layton

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

REQUIREMENTS AGREEMENT
C-07-271-09-04

THIS AGREEMENT (the "Agreement") is entered into effective as of **SEPTEMBER 4, 2007** by and between **BOOTS N JEANS INC.,** a **TEXAS Corporation,** ("Seller") and **HIDALGO COUNTY**("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County Sheriff's Office -**"STRAW HATS"** [commodity], as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"STRAW HATS"** in the areas of **HIDALGO COUNTY SHERIFF'S OFFICE** on **"An As Needed Basis"** for a period of one (1) year from **SEPTEMBER 4, 2007** to **SEPTEMBER 3, 2008** with the County's option to extend for an additional one (1) year term under the same rates, terms and conditions, and with Hidalgo County's sole discretion to extend the contract for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in the award of the new bid and contingent upon cost to remain unchanged 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. County and Seller 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.

5. General Provisions.

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

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Boots N Jeans Inc.
Attention: Martin C. Masso, Owner
2005 W. Expressway 83
Weslaco, Texas 78596

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

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

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

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

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, September 4th, **2007.**

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

By: _____

Date: 8-23-07

HIDALGO COUNTY

By: _____
Juan D. Salinas, III, County Judge

Date: _____

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

Date: _____

BOOTS N JEANS INC.

By: _____

Printed Name: MARTIN C. MASSO

Title: OWNER

Date: 9/25/07

EXHIBIT "A"
SPECIFICATIONS

Exhibit "A"

Hidalgo County Sheriff's Office
"Straw Hats"
Bid No.:07-271-08-15-ROL

SPECIFICATIONS

GENERAL REQUIREMENTS

I. The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

II. Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "Straw Hats" on an "**As Needed Basis**" including, but not limited to, the following:

TERMS, CONDITIONS AND REQUIREMENTS

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 when ever it is in the County's best interest to do so.

3. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

4. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional one (1) year term under the same rates, terms and conditions.

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 through out the contract term are General Liability, Auto Liability (if applicable) and Workers Compensation (If applicable). Refer to limits in Exhibit "C".

7. Hidalgo County reserves the right to award to one (1) or multiple vendors.

9. This contract is not limited to the user departments only. It may be used by any County department(s).

10. All bid prices for items shall take into consideration shipping and handling costs.

11. All Straw Hats must be new and unused.

SPECIFICATIONS

A. HIDALGO COUNTY SHERIFF'S OFFICE

1. STRAW HATS

STETSONS:	Straw Hat
STYLE:	Rancher
COLOR:	Natural
MATERIAL:	Shantung Panama
SWEAT BAND:	Smooth Leather (Brown Color)
QUALITY:	10X
TYPE:	Round and Regular Oval
CROWN HEIGHT:	4 3/4'"
BRIM:	3.5" and 4" with eyelets (both sides)
HAT BAND:	Black two cord
SIZES:	6 3/4, 6 7/8,7, 7 1/8,7 1/4,7 3/8,7 1/2,7 5/8
MADE:	U.S.A.

ADDITIONAL CONDITIONS AND REQUIREMENTS

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, 100 E. Cano St., 4th Floor. Edinburg Texas 78539. ***Telephone calls will not be accepted!*** All written inquiries will be accepted via facsimile no later than, Wednesday, **August 8, 2007, 5:00 P.M.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 P.M., August10, 2007**.

EXHIBIT "B"
PAYMENT SCHEDULE

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE
"STRAW HATS"
BID NO. 07-271-08-15-ROL

BID PAGE

1. **STRAW HATS**

ITEM NO. 1- HATS $ 49.50 XX EACH

NOTE: THE BID PRICE SHOULD INCLUDE ANY ADDITIONAL COST.

BIDDER/COMPANY NAME: Boots N Jeans Inc.
ADDRESS: 2005 W. Expressway 83
CITY/STATE/ZIP CODE: Weslaco, Texas 78596
PHONE #: (956) 968-8150 FAX NO.: (956) 969-3486
CELL # (956)-975-0710
AUTHORIZED SIGNATURE:
PRINTED NAME: Martin C. Masso
TITLE: Martin C. Masso
Owner

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/02/2007

PRODUCER (956)423-6986 FAX (956)423-4205
Texas Insurance Managers
410 E. Harrison
P. O. Box 531728
Harlingen, TX 78553

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Boots N Jeans
2005 W Expressway 83
Weslaco, TX 78596

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Hallmark Ins Co of Tx	
INSURER B: Association Casualty	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	44PB42493105	05/24/2007	05/24/2008	EACH OCCURRENCE	$ 1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$ Included
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		[ ] SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		[ ] HIRED AUTOS					
		[ ] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCA902702907	07/15/2007	07/15/2008	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 500,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County
Attn: Martha L. Salazar
100 E. Cano, 4th Floor
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Allan Brumley, CIC, AAI/ANGI A R Brumley

©ACORD CORPORATION 1988

L. Colonia Access Program Pct. 3

1. **Presentation for discussion, consideration, acceptance, and approval of Request for Application for Payment No 2 in the amount of $27,840.37, from Juan Mendoza Corporation dba J.M. Construction contracted vendor for La Homa Road North Subdivision submitted by project engineer Javier Hinojosa Engineering. C-CAP-07-009-03-1 3-LRM.**

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

M. Colonia Access Program Pct 4

1. **Presentation for discussion, consideration, acceptance, and approval of Request for Application for Payment No 4 in the amount of $125,225.05, from Sascon, Inc. contracted vendor for Villa Del Mundo submitted by project engineer J.E. Saenz & Associates. C-CAP-O7-002~-02-07**

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

N. Sheriff's Office

1. **Recommending award of bid and approval of contract for "Straw Hats" to sole bidder meeting all specifications and/or requirements.**

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

2. **Requesting authority to advertise and approval of draft specifications as attached hereto for "Purchase of Sheriffs Office Management System Software" project.**

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

3. **Requesting authority to exercise the first (1st) year of the two (2) additional one (1) year extensions as provided in the current contract for Legend and Non-Legend Pharmaceuticals and Infirmary Medical Supplies for Hidalgo County Sheriff s Office, under the same rates, terms and conditions with Jose Ochoa d/b/a Medical Plaza Pharmacy (contract #06-128-09-15.)**

   Effective: 09/16/07 - 09/15/08

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

PURCHASING DEPARTMENT
County Of Hidalgo

August 28, 2007

E-07-379-09-04

Jose Ochoa, Owner
Jose Ochoa d/b/a Medical Plaza Pharmacy
4302 South Sugar Road, Suite 100
Edinburg, Texas 78539

Via Fax (956) 318-5174

Re: ***Extension of Contract No. C-06-128-09-15 - "Legend and Non-Legend Pharmaceuticals and Infirmary Medical Supplies"- Hidalgo County Sheriff's Office***

Dear Mr. Ochoa:

Please be advised that Hidalgo County will be requesting permission by the Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, September 4, 2007 to exercise the **(first 1st year)** of the option to **extend** contract for **an additional two (2) one (1) year terms (as stated in the current contract).** Commencement date (if approved) will become effective as of **September 16, 2007** under the same rates, terms and conditions and Expiring on **September 15, 2008.**

Please acknowledge receipt of notice of intent to extend contract of same by signing below and returning to the Purchasing Department by *no later* than, **Friday, August 31, 2007, 12:00 p.m., Via Facsimile to (956) 956-318-2629, Attn: Leticia Saenz, Contracts Mgr.**

Joe Ochoa, Owner
Joe Ochoa d/b/a Medical Plaza Pharmacy

By: _____ Date: 8/29/07

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626 ext. 4861. Your cooperation in this matter is greatly appreciated and we hope your company will continue its business relationship with the County of Hidalgo.

Sincerely,

Leticia H. Saenz, CPPB
Hidalgo County Contracts Manager

xc: File

REQUIREMENTS AGREEMENT
C-06-128-09-15

THIS AGREEMENT (the "Agreement") is entered into effective as of **SEPTEMBER 15, 2006** by and between **"JOSE OCHOA d/b/a MEDICAL PLAZA PHARMACY",** (individual proprietor) a resident of Hidalgo County, Texas, ("Seller") and **HIDALGO COUNTY**("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements for the **ADULT DETENTION CENTER (JAIL INFIRMARY)** of Hidalgo County for **"LEGEND AND NON-LEGEND PHARMACEUTICALS AND INFIRMARY MEDICAL SUPPLIES"**, as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of **one (1) year with the County's option to renew two (2) additional one (1) year terms** based on the prior year's performance evaluation and contingent upon cost remaining unchanged 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 an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"LEGEND AND NON-LEGEND PHARMACEUTICALS AND INFIRMARY MEDICAL SUPPLIES"** in the areas of **HIDALGO COUNTY ADULT DETENTION CENTER (JAIL INFIRMARY)** Hidalgo County projects for a period of one (1) year commencing **SEPTEMBER 15, 2006** to **SEPTEMBER 15, 2007** with the **County's option to renew two (2) additional one (1) year terms** based on the prior year's performance evaluation and contingent upon cost remaining unchanged; and/or sixty (60) day grace period extension at the end of the contract for unforseen delays on subsequent contract, 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. County and Seller 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.

5. General Provisions.

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

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer:
Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:
Jose Ochoa dba Medical Plaza Pharmacy
Attention: Jose Ochoa,Owner/
4302 South Sugar Road, Suite 100
Edinburg, Texas 78539

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

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

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

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

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity

or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, AUGUST 1, 2006.

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

By: _____

HIDALGO COUNTY

Approved by Commissioners' Court
on 8-01-06 al

By: _____
RAMON GARCIA, COUNTY JUDGE

ATTEST:

_____
EDDY TREVIÑO, ACTING COUNTY CLERK

COMPANY:

JOSE OCHOA
dba MEDICAL PLAZA PHARMACY

By: _____
Printed Name: Jose Ochoa
Title: Owner/Pharmacist

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY ADULT DETENTION CENTER (JAIL INFIRMARY) "LEGEND AND NON-LEGEND PHARMACEUTICALS AND INFIRMARY MEDICAL SUPPLIES" BID NO. 06-128-07-12ROL

SCOPE:

1.Hidalgo County is requesting the services of a vendor(s) to furnish on an **"AS NEEDED BASIS ONLY"**, prescribed and non-prescribed medication and infirmary medical supplies for the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary), 711 El Cibolo Road, Edinburg, Texas 78542.

2.**Hidalgo County reserves the right to seek purchases for " Legend and Non- Legend Pharmaceutical and Infirmary Medical Supplies" from State Awarded contracts whenever it is in the County's best interest to do so.**

3.**Bidder(s) must provide and maintain through out the contract term proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements for limits).**

4.Bidder(s) may submit a bid for Item 1 only, for Item 2 only, or for both items.
Hidalgo County reserves the right to award all or separate contracts for Item 1 and Item 2, if it is in the County's best interest to do so.

5.One or more bidder(s) may be designated as approved bidder(s) for purchases of LEGEND (prescribed), NON-LEGEND (non-prescribed) and Infirmary Medical Supplies for the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).

6.Bid information will be furnished to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary). Ordering and delivery will involve approximately one (1) location within Hidalgo County.

7.Bidder(s) agrees that to the extent an item is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) for the bid price.

8.**Contract Term**: Term of the contract will commence upon termination of current contract and will continue for a period of one (1) year with the County's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end on the contract term for unforseen delay in award of new bid for next contract term.

9.Vendor will provide stock bottles (upon request) when ordered.

10.The bidder(s) will provide delivery of antibiotics ordered within six to eight hours time frame.

11.The bidder(s) representative must be available to respond to all calls from the using County department to assist in the resolution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.

12.The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning service. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.

Name:

Business and Cell Phone Numbers:

The awarded bidder(s) must provide for any pharmaceuticals/medications ordered by physician a Medical Administration Record Report to the Infirmary Nurse for the Department's Records.

ITEM 1: Bidder(s) will supply the Hidalgo County Sheriff's Office (Adult Detention Center) requirements of prescription drugs for jail inmates through out the contract period. Legend items (prescribed will be ordered on an **"AS NEEDED BASIS ONLY"** only. There will be a prescription issued either by telephone or in writing by the attending physician for any and all legend items in accordance with the Texas Pharmacy Act and related regulations. **Bidder(s) must possess a Class "A" License, as defined in Section 5 of the Texas Pharmacy Act, and be a community/retail pharmacy under the Texas Pharmacy Act and related regulations**.

A. All bids must be based on a percentage mark-up or mark-down from current AWP (**Average Wholesale Price**).

1. **"Brand Name"** Percentage above or below AWP:

   _____% above AWP OR _____% below AWP

2. **"Generic Brand"** Percentage above or below AWP:

   _____% above AWP OR _____% below AWP

B. Regular business hours are from _____ a.m. to _____ p.m

NOTE: ALL LEGEND ITEMS WILL BE ORDERED AND DELIVERED BY BIDDER (S) DURING REGULAR BUSINESS HOURS ONLY, UNLESS ITEM (S) ARE OF EMERGENCY, THEREFORE, ITEM (S) MUST BE DELIVERED WITHIN A SIX TO EIGHT HOUR TIME FRAME.

C. The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) is including the Unit Dose System as part of the contract.

1. The Unit Dose System consists of pill cards and by quantity "non individual dose". Each medication is individually heat-sealed in blister pack medication cards.

2. Each medication card is labeled with patient name when requested, doctor's name, the name of the medication, its strength, patient instructions, and quantity. This provides quick, accurate, and efficient inventory control.

3. Each complete card set consists of a folding card with a foil sheet attached and a plastic pill cavity. Available in 30, 31, 60 and 90 dose cards. Universal Card Size is 5¼" wide x 8½" high.

NOTE: THE UNIT DOSE SYSTEM IS DESIGNED WITH SECURITY IN MIND. IT HAS AN ANTI-PILFERAGE THAT KEEPS SECURE AND IS IN COMPLIANCE WITH STATE REGULATIONS.

D. The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requires generic substitute in all instances where an A-B rated equivalent drug is available unless specifically instructed otherwise by the attending physician placing the drug order, or his agent.

ITEM 2: Bidder(s) will supply the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requirements of non-prescription drugs and infirmary medical supplies for the contract period. Non-legend items (non-prescribed) and infirmary medical supplies will be ordered approximately every month on a one-time per month basis.

The Bidder(s) will offer Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) a percentage discount from retail on all purchases by Hidalgo County Sheiff's Office-Adult Detention Center (Jail Infirmary) on non-legend (non-prescription) drugs and infirmary medical supplies.

A. Blanket discount for non-prescription drugs and related infirmary medical supplies.

_____%

B. Regular business hours are from _____ a.m. to _____ p.m.

NOTE: ALL NON-LEGEND ITEMS WILL BE ORDERED AND DELIVERED BY BIDDER (S) DURING REGULAR BUSINESS HOURS ONLY, UNLESS ITEM(S) ORDERED ARE OF EMERGENCY, THEREFORE, ITEM(S) MUST BE DELIVERED WITH A SIX TO EIGHT HOUR TIME FRAME.

EXHIBIT 1: **Comparison Sheet.**

EXHIBIT 2: **The following list of non-prescribed/prescribed items and infirmary medical supplies are estimated quantity amounts to be used per month however, the contract awarded is a requirements contract for all non-legend drugs and infirmary medical supplies and will not be restricted to mentioned quantities or products only. This list is not and should not be understood to be an exhaustive listing of all non-legend items which may be required by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).**

EXHIBIT NO. 1

COMPARISON SHEET ONLY

ITEM 2: "NON-LEGEND (non-prescription) drugs and infirmary medical supplies".

Items listed will be used to aid in the evaluation of bids received.

DESCRIPTION					
PRODUCT	**ESTIMATED MONTHLY QUANTITIES**	**RETAIL $**	**% DISCOUNT**	**NET $**	**NET TOTAL $**
LINDANE SHAMPOO 1%	**GAL. BTLS = 15 BOTTLES**	**BRAND-**	**%**	**$**	**$**
		GENERIC-	**%**	**$**	**$**
LINDAINE LOTION 1%	GAL. BTLS = 15 BOTTLES	BRAND-	%	$	$
		GENERIC-	%	$	$
INSULIN SYRINGES 28 X ½" SINGLE U-100	100 / BOX = 6BOXES	BRAND-	%	$	$
		GENERIC-	%	$	$
PHYSICIAN'S DESK REFERENCE	LATEST EDITION	BRAND-	%	$	$
		GENERIC-	%	$	$
KAOPECTOLIN	1PT/BTL= 10 BOTTLES	BRAND-	%	$	$
		GENERIC-	%	$	$
BEN-GAY /MUSCLE RUB	5 OZ /TUBES 30 TUBES	BRAND-	%	$	$
		GENERIC-	%	$	$
MAALOX PLUS SUSPENSION	1 GAL/BTL= 10 BOTTLES	BRAND-	%	$	$
		GENERIC-	%	$	$
MILK OF MAGNESIA	1GAL/BTL= 15 BOTTLES	BRAND-	%	$	$
		GENERIC-	%	$	$
TINACTIN CREAM 1 %	TOLNAFTATE CREAM 40 TUBES	BRAND-	%	$	$
		GENERIC-	%	$	$
POLYSPORIN OINTMENT	5 OZ/TUBES 15 TUBES	BRAND-	%	$	$
		GENERIC-	%	$	$
MAGNNESIUM HYD	15 BOTTLES	BRAND-	%	$	$
		GENERIC-	%	$	$
IBUPROFEN 200 mg	15 BOTTLES	BRAND-	%	$	$
		GENERIC-	%	$	$
ACETAMINOPHEN 325 mg	15 BOTTLES	BRAND-	%	$	$
		GENERIC-	%	$	$
DIPHENHRAMIN	5 BOTTLES	BRAND-	%	$	$

25mg		GENERIC-	%		$
GUAFENESIN 600 mg	7,000 DOSES	BRAND-	%	$	$
		GENERIC-	%	$	$
ERYTHROMYCIN 250 mg	500 DOSES	BRAND-	%	$	$
		GENERIC-	%	$	$
NS 0.9 IRR SOLN 1000 ml	100/1000 ML 6 BAGS	BRAND-	%	$	$
		GENERIC-	%	$	$
KERLIX	50 ROLLS	BRAND-	%	$	$
		GENERIC-	%	$	$
ETOH PREP	10 BOXES	BRAND-	%	$	$
		GENERIC-	%	$	$
GAUZE 4X 4	15 PKS.	BRAND-	%	$	$
		GENERIC-	%	$	$
PHENYTOIN SOD EX 100 MG TABS	3000 TABS	BRAND-	%	$	$
		GENERIC-	%	$	$
VALPROIC ACID 250 mg	700 DOSES	BRAND-	%	$	$
		GENERIC-	%	$	$
LATEX STRIPS	25 BOXES	BRAND-	%	$	$
		GENERIC-	%	$	$
FUROSEMIDE 20 mg	150 DOSES	BRAND-	%	$	$
		GENERIC-	%	$	$
LITHIUM 300 mg	600 DOSES	BRAND-	%	$	$
		GENERIC-	%	$	$
SERTALINE 100 mg	350 DOSES	BRAND-	%	$	$
		GENERIC-	%	$	$
TOLNFTATE CREAM 1%	70 TUBES	BRAND-	%	$	$
		GENERIC-	%	$	$
TRAZODONE 50 mg	500 DOSES	BRAND-	%	$	$
		GENERIC-	%	$	$
AMOXICILLN 500 mg	2500 DOSES	BRAND-	%	$	$
		GENERIC-	%	$	$

EXHIBIT NO. 2

BRAND	GENERIC	ESTIMATED MONTHLY QUANTITIES
ARISTOCOT / KENOLOG	TRIAMCINALONE 0.1 %	5 OZ. / TUBES = 20 TUBES
BEN - GAY	MUSCLE RUB	5 OZ. / TUBES = 60 TUBES
BETADINE OINTMENT	PROVIDONE SCRUB	GALLON / BOTTLES = 10BOTTLES
HYDROSCORTISONE CREAM 1 %	HYDROSCORTISONE	CREAM 1% = 50 TUBES
SILVADENE CREME	SILVERSULFADIARONE	1 LB. / JAR = 10 JARS
CORTISPORIN OPHTHALMIC OINTMENT	OCCUSPORIN HC OPHTHALMIC OINTMENT	cOZ. / TUBES = 25 TUBES
CENTRUM	CTM VITAMIN TABLETS	1M CAP / BTL = 5 BOTTLES
TYLENOL EXTRA STRENGTH CAPLET 500 MGS.	ACETAMINOPHEN CAPLET EXTRA-STRENGTH	1M CAP / BTL = 15 BOTTLES
ALCOHOL ISOPROPYL 70%	SAME	1 GAL/BTL = 15 BOTTLES
HYDROGEN PEROXIDE	SAME H2O2	1 GAL/BTL = 15 BOTTLES
MAALOX PLUS SUSPENSION	ALAMAG PLUS	1 GAL/BTL = 10 BOTTLES
OCEAN NASAL SPRAY	SEA MIST NASAL	45 CC BTLS = 5 BOTTLES
DUCOLAX 5MGS. TABLETS	BISACODYL 5MG E.C. TABS	100/BTL = 5 BOTTLES
SURFAX 240 MG.	DCS SOFT GEL	100/BTL CAPSULES = 5 BOTTLES
VISINE	TETRAHYDROZOLINE	5 OZ./BTL = 5 BOTTLES
TINACTIN CREAM 1 %	TOLNAFTATE CREAM 1%	1 OZ./TUBE = 70 TUBES
POLYSPORIN OINTMENT		5 OZ/TUBES = 20 TUBE
THROAT LOZENGES GREEN		1M/BTL = 288 BOTTLES
MULTISTIX 10 SG. DIB AND READ TESTS		100 TESTS/BTL = 5 BOTTLES
PHYSICIAN'S DESK REFERENCE		LATEST EDITION (YEARLY)
KAOPECTOLIN		1 PT/BTL = 10 BOTTLES
TOE NAIL CLIPPERS SMALL		0 ITEMS
FINGER NAIL CLIPPERS SMALL		0 ITEMS
STAPLE REMOVER KITS		25 KITS
ALCOHOL PREP PADS		50 BOXES
STERILE COTTON APPLICATOR SWABS		10 CASES
N-95 RESPIRATOR MASKS		75 BOXES
IV CANNULAS		150 CANNULAS
IV START KITS		150 KITS

WELCH PROBE COVERS		150 BOXES
ULTRA SOUND GEL		10 TUBES
SYRINGES WITH NEEDLES		100 BOXES
STERILE H2O		200 BOTTLES
NS FOR IRRIGATION		
LIFESCAN UNISTIX		250 BOXES
ELECTRODES FOR WELCH/ALLEYN EKG		100 SETS
SUTURE SETS		10 BOXES
SUTURE REMOVAL KITS		50 KITS/CASE = 10 CASES
SUTURES		10 BOXES
IV FLUID 0.9%NS,D5W,LR		75/1,000 ML BAGS
IV POLES		2
IV TUBING		150 SETS
COLOSTOMY DRAINABLE POUCHES SIZE - 2¾"		10/BOX
STOMAHESIVE FLEXIBLE WAFERS SIZE - 2¾"		10/BOX
TONGUE BLADE DEPRESSORS		500/10 BOXES/CASE=1 CASE
SPUFFLE PLASTIC ¾ OZ. PLASTIC SQUAT CUPS		1M/BOX = 10 BOXES
TELA PADS 3" X 4" ADHESIVE		100/BOX = 30 BOXES
BAND-AIDS 1" X 3"		100/BOX = 15 BOXES
BUTTERFLY STRIPS MED. 1¾" X 3/8"		100/BOX = 5BOXES
BUTTERFLY STRIPS LARGE 2¾" X ½"		100/BOX= 5 BOXES
ALCOHOL PREPS WEBCOL		200/BOX = 15 BOXES
K-Y JELLY OR EQUAL		3 OZ/TUBES = 10 TUBES
TRU-TOUCH VINYL GREEN NON-STERILE GLOVES		50/BOX(LO)/CASE=5 CASES
IRRIGATIVE EYE SOLUTION		4 OZ/BTL = 10 BOTTLES
SELF-ADHERENT BANDAGE 1" X 5 YDS.		24/BOX = 20 BOXES
EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.		48/CASE = 1 CASE
QUICK ICE INSTANT COLD 5½" X 7"		24/CASE = 12 CASES
DIAGNOSTIC PEN LIGHTS		6/PKG = 4 PKGS
COTTON TIP APPLICATORS 6" NON-STERILE(INDIVIDUALLY WRAPPED)		1M/CASE = 1 CASE
GAUZE PADS 4" X 4"		100/BOX = 15 BOXES
SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS		96/CASE=50 ROLLS

SELF ADHERING GAUZE 12" X 10 YDS. X 1" WIDTH		BOX = 10 BOXES
STERILE EYE PADS, OVAL 2c" X 2e"		50/12 CTNS / CASE = 2 CASE
AMMONIA INHALANTS AMPULES		100/BOX = 50 BOXES
HEMORRHOIDAL SUPPOSITORIES	COMPARABLE TO ANUSOL	12/BOX =288 BOXES
HEMORRHOIDAL CREAM	COMPARABLE TO ANUSOL	12/BOX=288 BOXES
TETANUS TOXOID		10CC BTLS=10 BTLS
COTTON BALLS MEDIUM		4M/CASE = 1 CASE
LINDANE SHAMPOO 1%		GALLON BTLS = 20 GALS
KWELL LOTION 1%	LIDANE LOTION	GALLON BTLS = 20 GALS
KWELL CREAM 1%	LIDANE CREAM	2OZ/TUBES = 288 TUBES
SYRINGES WITH NEEDLE 5CC GAUGE 1"		100/BOX = 60 BOXES
INSULIN SYRINGES 28" X 1/2" SINGLE U-100		100/BOX = 120 BOXES
SYPHYNOMENOMETERS ANEROID LARGE RESISTANT KING		
SCALPEL STERILE STAINLESS		10/BOX = 20 BOXES
GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE		100 BOX = 100 BOXES
BENZTROPINE		2MG TABS= 2000 TABS
ALBUTEROL INHALER		90MCG=20 INHALERS
DEPAKOTE		250 MG TABS=1500 TABS
ASA EC		81MG TABS=500 TABS
ASA EC		325 MG TABS=250 TABS
GLUCOPHAGE		500 MG=1500 TABS
GLIPIZIDE		5MG=1500 TABS
OMPERAZOLE		20MG TABS=1200 TABS
RISPERDAL		1MG=1200 TABS
RISPERDAL		2MG=1200 TABS
LACTULOSE SOL.		10 MG/15ML=3000 ML
PRINIVIL		5MG TABS=500 TABS
RANITIDINE		150 MG=2000 TABS
SEROQUEL		100 MG TABS=1000 TABS
SMZ-TMP DS		800/160 MG TABS=20000 TABS
ZYPREXA		10 MG TABS=1000 TABS
PAROXETINE		20 MG TABS=500 TABS
BUSPIRONE		5 MG TABS=400 TABS
ABILIFY		5 MG TABS=1000 CAPS

GEODON		MG CAPS= 100 CAPS
DEPAKOTE EC		20 MG TABS=500 TABS
LEXAPRO		10 MG TABS= 500 TABS
TRILEPTAL		300 MG TABS= 1500 TABS
GEMFIBROZILE		600 MG TABS=1000 MG TABS
HALDOL		5 MG TABS=1500 TABS
HALDOL DEC		100 MG/ML=5 VIALS
HALDOL LAC		5 MG/ML=5 VIALS
LORAZEPAM		1 MG TABS=50 TABS
LORAZEPAM INJ.		2 MG/ML=1 VIAL
BUPROPION XL		150 MG TABS=200 TABS
CARBAMAZEPINE		100 MG TABS=200 TABS
NEOSPORIN OPTH SOL		15 ML BOTTLE=10 BOTTLES
EFFEZOR		75 MG=1000 TABS
TOPROL XL		50 MG=500 TABS
PHENOBARBITAL		100 MG=1000 TABS
NOVOLIN NPH		10 VIALS
NOVOLIN 70/30		10 VIALS
CATAPRESS		0.1 MG=1200 TABS
GLYBURIDE		5MG= 1200 TABS
CEPHALAXIN		500 MG CAPS= 2000 CAPS

ADDITIONAL INFORMATION

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 100 E. Cano St., 4th Floor, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.
ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, July 5, 2006, 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, July 7, 2006.

EXHIBIT "B"
VENDOR'S BID PRICE

Bid
for

HIDALGO COUNTY SHERIFF'S OFFICE (ADULT DETENTION CENTER)
"LEGEND AND NON-LEGEND PHARMACEUTICALS AND INFIRMARY MEDICAL SUPPLIES"
BID NO.: 06-128-07-12-ROL

9:39

JUL 12 2006

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - 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: Medical Plaza Pharmacy

Address: 4302 S. Sugar Rd. Ste 100 Edinburg, TX

By:

Printed Name: Jose Ochoa

Title: Owner

EXHIBIT "A"

HIDALGO COUNTY ADULT DETENTION CENTER (JAIL INFIRMARY) "LEGEND AND NON-LEGEND PHARMACEUTICALS AND INFIRMARY MEDICAL SUPPLIES" BID NO. 06-128-07-12ROL

SCOPE:

1.Hidalgo County is requesting the services of a vendor(s) to furnish on an **"AS NEEDED BASIS ONLY"**, prescribed and non-prescribed medication and infirmary medical supplies for the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary), 711 El Cibolo Road, Edinburg, Texas 78542.

2.**Hidalgo County reserves the right to seek purchases for " Legend and Non- Legend Pharmaceutical and Infirmary Medical Supplies" from State Awarded contracts whenever it is in the County's best interest to do so.**

3.**Bidder(s) must provide and maintain through out the contract term proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements for limits).**

4.Bidder(s) may submit a bid for Item 1 only, for Item 2 only, or for both items. Hidalgo County reserves the right to award all or separate contracts for Item 1 and Item 2, if it is in the County's best interest to do so.

5.One or more bidder(s) may be designated as approved bidder(s) for purchases of LEGEND (prescribed), NON-LEGEND (non-prescribed) and Infirmary Medical Supplies for the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).

6.Bid information will be furnished to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary). Ordering and delivery will involve approximately one (1) location within Hidalgo County.

7.Bidder(s) agrees that to the extent an item is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) for the bid price.

8.**Contract Term**: Term of the contract will commence upon termination of current contract and will continue for a period of one (1) year with the County's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end on the contract term for unforseen delay in award of new bid for next contract term.

9.Vendor will provide stock bottles (upon request) when ordered.

10.The bidder(s) will provide delivery of antibiotics ordered within six to eight hours time frame.

11.The bidder(s) representative must be available to respond to all calls from the using County department to assist in the resolution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.

12.The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning service. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.

Name:

Business and Cell Phone Numbers:

The awarded bidder(s) must provide for any pharmaceuticals/medications ordered by physician a Medical Administration Record Report to the Infirmary Nurse for the Department's Records.

ITEM 1: Bidder(s) will supply the Hidalgo County Sheriff's Office (Adult Detention Center) requirements of prescription drugs for jail inmates through out the contract period. Legend items (prescribed will be ordered on an **"AS NEEDED BASIS ONLY"** only. There will be a prescription issued either by telephone or in writing by the attending physician for any and all legend items in accordance with the Texas Pharmacy Act and related regulations. **Bidder(s) must possess a Class "A" License, as defined in Section 5 of the Texas Pharmacy Act, and be a community/retail pharmacy under the Texas Pharmacy Act and related regulations**.

A. All bids must be based on a percentage mark-up or mark-down from current AWP (**Average Wholesale Price**).

1. **"Brand Name"** Percentage above or below AWP:

   _____**% above AWP** **OR** 16 **% below AWP**

2. **"Generic Brand"** Percentage above or below AWP:

   _____**% above AWP** **OR** 30 **% below AWP**

B. Regular business hours are from 9 a.m. to 6 p.m

NOTE: ALL LEGEND ITEMS WILL BE ORDERED AND DELIVERED BY BIDDER (S) DURING REGULAR BUSINESS HOURS ONLY, UNLESS ITEM (S) ARE OF EMERGENCY, THEREFORE, ITEM (S) MUST BE DELIVERED WITHIN A SIX TO EIGHT HOUR TIME FRAME.

C. The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) is including the Unit Dose System as part of the contract.

1. The Unit Dose System consists of pill cards and by quantity "non individual dose". Each medication is individually heat-sealed in blister pack medication cards.

2. Each medication card is labeled with patient name when requested, doctor's name, the name of the medication, its strength, patient instructions, and quantity. This provides quick, accurate, and efficient inventory control.

3. Each complete card set consists of a folding card with a foil sheet attached and a plastic pill cavity. Available in 30, 31, 60 and 90 dose cards. Universal Card Size is 5¼" wide x 8½" high.

NOTE: THE UNIT DOSE SYSTEM IS DESIGNED WITH SECURITY IN MIND. IT HAS AN ANTI-PILFERAGE THAT KEEPS SECURE AND IS IN COMPLIANCE WITH STATE REGULATIONS.

D. The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requires generic substitute in all instances where an A-B rated equivalent drug is available unless specifically instructed otherwise by the attending physician placing the drug order, or his agent.

ITEM 2: Bidder(s) will supply the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requirements of non-prescription drugs and infirmary medical supplies for the contract period. Non-legend items (non-prescribed) and infirmary medical supplies will be ordered approximately every month on a one-time per month basis.

The Bidder(s) will offer Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) a percentage discount from retail on all purchases by Hidalgo County Sheiff's Office-Adult Detention Center (Jail Infirmary) on non-legend (non-prescription) drugs and infirmary medical supplies.

A. Blanket discount for non-prescription drugs and related infirmary medical supplies.

19 %

B. Regular business hours are from 9 **a.m. to** 6 **p.m.**

NOTE: ALL NON-LEGEND ITEMS WILL BE ORDERED AND DELIVERED BY BIDDER (S) DURING REGULAR BUSINESS HOURS ONLY, UNLESS ITEM(S) ORDERED ARE OF EMERGENCY, THEREFORE, ITEM(S) MUST BE DELIVERED WITH A SIX TO EIGHT HOUR TIME FRAME.

EXHIBIT 1: **Comparison Sheet.**

EXHIBIT 2: **The following list of non-prescribed/prescribed items and infirmary medical supplies are estimated quantity amounts to be used per month however, the contract awarded is a requirements contract for all non-legend drugs and infirmary medical supplies and will not be restricted to mentioned quantities or products only. This list is not and should not be understood to be an exhaustive listing of all non-legend items which may be required by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).**

EXHIBIT NO. 1

COMPARISON SHEET ONLY

ITEM 2: "NON-LEGEND (non-prescription) drugs and infirmary medical supplies".

Items listed will be used to aid in the evaluation of bids received.

DESCRIPTION					
PRODUCT	**ESTIMATED MONTHLY QUANTITIES**	**RETAIL $**	**% DISCOUNT**	**NET $**	**NET TOTAL $**
LINDANE SHAMPOO 1%	**GAL. BTLS = 15 BOTTLES**	**BRAND-**	%	$	$
		GENERIC-	%	$	$ 106.58 (202 bot
LINDAINE LOTION 1%	GAL. BTLS = 15 BOTTLES	BRAND-	%	$	$
		GENERIC-	%	$	$ 106.58 / 202 bott
INSULIN SYRINGES 28 X ½" SINGLE U-100	100 / BOX = 6BOXES	BRAND- 32.50 ea	% 6.18	$ 26.32	$ 26.32 each Box
		GENERIC- 19.99 ea	% 3.80	$ 16.19	$ 16.19 each Box
PHYSICIAN'S DESK REFERENCE	LATEST EDITION	BRAND-	%	$	$ No
		GENERIC-	%	$	$ Charge
KAOPECTOLIN	1PT/BTL= 10 BOTTLES	BRAND-	%	$	$
		GENERIC-	%	$	$
BEN-GAY /MUSCLE RUB	5 OZ /TUBES 30 TUBES	BRAND-	%	$	$
		GENERIC- 3.19	% .60	$ 2.58	$ 2.58 ea
MAALOX PLUS SUSPENSION	1 GAL/BTL= 10 BOTTLES	BRAND-	%	$	$
		GENERIC- 2.49	% .47	$ 2.02	$ 2.02 ea
MILK OF MAGNESIA	1GAL/BTL= 15 BOTTLES	BRAND-	%	$	$
		GENERIC- 3.99	% .76	$ 3.23	$ 3.23 ea
TINACTIN CREAM 1 %	TOLNAFTATE CREAM 40 TUBES	BRAND-	%	$	$
		GENERIC- 3.93	% .75	$ 3.18	$ 3.18 ea
POLYSPORIN OINTMENT	5 OZ/TUBES 15 TUBES	BRAND-	%	$	$
		GENERIC- 5.45	% 1.04	$ 4.41	$ 4.41 ea
MAGNNESIUM HYD	15 BOTTLES	BRAND-	%	$	$
		GENERIC-	%	$	$
IBUPROFEN 200 mg	15 BOTTLES	BRAND-	%	$	$
		GENERIC- 5.77	% 1.10	$ 4.67	$ 4.67 ea
ACETAMINOPHEN 325 mg	15 BOTTLES	BRAND-	%	$	$
		GENERIC- 1.13	% .21	$ .92	$ .92 ea
DIPHENHRAMIN	5 BOTTLES	BRAND-	%	$	$

[illegible]		GENERIC- 6.99	% 1.33	$ 5.66	$ 5.66 ea
GUAFENESIN 600 mg	7,000 DOSE	BRAND-	%		$
		GENERIC- 31.38	% 11.21	$ 26.17	$ 26.17 / 100
ERYTHROMYCIN 250 mg	500 DOSES	BRAND-	%	$	$
		GENERIC- 25.21	% 7.52	$ 17.65	$ 17.65 / 100
NS 0.9 IRR SOLN 1000 ml	100/1000 ML 6 BAGS	BRAND-	%	$	$
		GENERIC-	%	$	$
KERLIX	50 ROLLS	BRAND-	%	$	$
		GENERIC- 2.15	% .41	$ 1.74	$ 1.74 ea
ETOH PREP	10 BOXES	BRAND-	%	$	$
		GENERIC-	%	$	$
GAUZE 4X 4	15 PKS. Not Sterile	~~BRAND~~- 1.50	% 1.43	$ 6.07	$ 6.07 ea
	sterile	~~GENERIC~~- 10.50	% 2.00	$ 8.50	$ 8.50 ea
PHENYTOIN SOD EX 100 MG TABS	3000 TABS	BRAND-	%	$	$
		GENERIC- 30.98	% 9.29	$ 21.69	$ 21.69 / 100
VALPROIC ACID 250 mg	700 DOSES	BRAND-	%	$	$
		GENERIC- 58.15	% 17.45	$ 40.70	$ 40.70 / 100
LATEX STRIPS	25 BOXES	BRAND-	%	$	$
		GENERIC-	%	$	$
FUROSEMIDE 20 mg	150 DOSES	BRAND-	%	$	$
		GENERIC- 13.91	% 4.17	$ 9.74	$ 9.74 / 100
LITHIUM 300 mg	600 DOSES	BRAND-	%	$	$
		GENERIC- 17.17	% 5.15	$ 12.02	$ 12.02 / 100
SERTALINE 100 mg	350 DOSES	BRAND- 78.53	% 12.56	$ 65.97	$ 65.97 / 30
		GENERIC- N/A	%	$	$
TOLNFTATE CREAM 1%	70 TUBES	BRAND-	%	$	$
		GENERIC- 3.93	% .75	$ 3.18	$ 3.18 ea
TRAZODONE 50 mg	500 DOSES	BRAND-	%	$	$
		GENERIC- 14.37	% 4.31	$ 10.06	$ 10.06 / 100
AMOXICILLN 500 mg	2500 DOSES	BRAND-	%	$	$
		GENERIC- 32.89	% 9.87	$ 23.02	$ 23.02 / 100

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/5/2007

PRODUCER (402) 593-8689 FAX: (402) 593-2040
MERTZ INSURANCE GROUP INC
101 S 108 Ave
Suite 100
Omaha NE 68154

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
MEDICAL PLAZA PHARMACY
301 Conquest Blvd

EDINBURG TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Maryland Casualty CO	19356
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	PA3040932062	7/22/2007	7/22/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,00 $ 2,000,00 $ 10,00 $ 2,000,00 $ 4,000,00 $ 4,000,00
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County
100 E Cano
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Paul Dylla/DEBR

ACORD 25 (2001/08)
INS025 (0106).06a

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 06-04-2007

PRODUCER
NORTHEAST AGY/PHS ALLSTATE SA NEW
214608 P:(866)467-8730 F:(800)308-5159
4401 MIDDLE SETTLEMENT RD
NEW HARTFORD NY 13413

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
JOSE OCHOA DBA MEDICAL PLAZA PHARMACY
4302 S. SUGAR RD. STE 100
EDINBURG TX 78539

INSURER A: Hartford Underwriters Ins Co
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$
	☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO					
	☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	☐ SCHEDULED AUTOS					
	☐ HIRED AUTOS				BODILY INJURY (Per accident)	$
	☐ NON-OWNED AUTOS					
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
						$
	☐ DEDUCTIBLE					$
	☐ RETENTION $					$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	01 WEC NQ4828	08/11/07	08/11/08	X WC STATU-TORY LIMITS ☐ OTH-ER	
					E.L. EACH ACCIDENT	$100,000
					E.L. DISEASE - EA EMPLOYEE	$100,000
					E.L. DISEASE - POLICY LIMIT	$500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations.

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER:

Hidalgo County
100 E. Cano St.
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE T EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MA 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFIC HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97)

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT
C-07-281-09-25

THIS AGREEMENT is made and entered into this **1st** day of **October**, **2007** by and between **O.E. INVESTMENTS, INC.** a Texas Corporation, hereinafter referred to as Lessor, and **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as Lessee.

ARTICLE 1. DEMISE OF LEASE PROPERTY

Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, that certain premises more particularly described on Exhibit "A-1" hereto, in Hidalgo County, Texas (hereinafter referred to as the "Property").

ARTICLE 2. LEASE TERM

Term

2.01 This lease shall be a one (1) year term, hereinafter referred to as the "initial lease term" commencing on, **October 1, 2007** and ending on, **September 30, 2008**; subject, however, to earlier termination as hereinafter provided.

Renewal

2.02. Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for an additional two (2) one (1) year terms, commencing on, **October 1, 2008** and ending on **September 30, 2010** (the "renewal term"). Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the initial term.

ARTICLE 3. RENT

Monthly Rental

3.01 Lessee agrees to and shall pay to Lessor as rental for the use and occupancy of the Property under the lease during the initial lease term the sum of **$1,800.00** per month. Monthly rental during the renewal term, if Lessee exercises its renewal option, will be **$1,800.00**; Each Rental payment shall be due in advance on the first day of each month during the term of the lease, beginning on, **October 1, 2007.**

Payment of Rent

3.02 All installments of rent hereunder, when and as the same may become due and payable, shall be paid in lawful money of the United States at the time to the Lessor at P.O. Box 4408, McAllen, Texas 78502, unless and until Lessor notifies Lessee in writing to make the payments to some other address.

ARTICLE 4. UTILITIES

Lessor shall pay or cause to be paid all charges for electricity, used on the Property throughout the term of this lease, including any connection fees.

ARTICLE 5. USE OF PROPERTY

Lessee shall have the right to use the Property for any lawful purpose pertaining to the receipt, broadcast or rebroadcast of data or radio signals.

ARTICLE 6. REPAIR AND MAINTENANCE

Lessor will, throughout the lease term, maintain the Property and keep it free of waste and nuisance. Lessor will, at Lessor's own expense, during the term of this Lease, maintain air conditioning systems, all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving the doors, the guy wires, the tower structure, the tower warning lights or beacons and all other components of the Property. Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons. In the event Lessor should neglect to reasonably maintain the Property. Lessee will have the right, but not the obligation, to cause repairs or corrections to made, with any reasonable costs therefor to be payable by Lessor to Lessee as an offset against rental on the next rental installment date. Lessee will, at its sole cost and expense, maintain and repair its own equipment, cables and antennae.

ARTICLE 7. OBLIGATIONS OF LESSOR AND LESSEE

Taxes

7.01 Lessee shall be liable for, and shall pay and discharge before the same become delinquent, all taxes levied or assessed against personal property, furniture, or fixtures located in or upon the Property owned by Lessee, but not by other Lessees or by Lessor, on the real property. Lessor shall be liable for, and shall pay and discharge before the same become delinquent, all ad valorem taxes and assessments levied against the Property, including any fixtures and improvements.

Alternation, Additions, and Improvements

7.02 Lessee may, at Lessee's discretion, but shall not be required to, make any alterations, additions or improvements to the Property, provided Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, additions or improvements made to the Property described in Exhibit A-1, excluding equipment placed on the Property by Lessee, shall become the property of Lessor at the termination of this Lease Agreement.

7.03 **Addition of New and Replacement Equipment.** In accordance with provision 7.02 of this Lease Agreement, Lessee shall be allowed to replace existing equipment used on the Property with the prior written consent of Lessor as described in 7.02, without experiencing an increase in monthly rental costs. Should Lessee desire to add new equipment to the Property currently not in place at Lessee's

expense, Lessee shall also seek the prior written consent of Lessor as described in 7.02 and Lessor shall submit a written proposal to Lessee of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to new equipment, then the new equipment may be added. In no event, however, will the total rental costs associated with this Lease Agreement exceed Twenty-five Thousand Dollars and no/100ths ($25,000.00) per year.

Damage or Destruction

7.04 In the event the Property or any portion thereof is damaged or destroyed by fire, tornado, or other casualty, Lessee shall be entitled to an abatement of rent as a result and Lessor shall promptly repair any such damages or destruction using materials and workmanship of a similar nature and quality to the original construction.

Insurance

7.05 Lessor agrees to insure the Property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the Property, or such portion thereof as may be damaged by a covered loss, but in no event less than the amount required by any party holding a security interest in or lien or the Property. Lessor agrees to hold Lessee harmless from any and all claims actions proceedings, damages, and liabilities arising from the use, condition and operation of the Property, and to carry liability insurance insuring at the sole cost and expense of lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interest, with any reasonable costs therefor to be payable by Lessee.

Lessee's Insurance

7.06 Lessee, at its own expense, shall provide and maintain in force effective **October 1st, 2007** and continuing during the term of this Lease Liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured.

ARTICLE 8. DEFAULT

Events of Default

8.01 The following events shall be deemed to be events of default by Lessee under this lease. Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days.

Lessee shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

Remedies

8.02 Upon the occurrence of any event to default specified in Paragraph 8.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without notice of demand

whatsoever.

Re-entry

Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.

Termination

After re-entry, Lessor may terminate the lease on giving ten (10) days' written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

Re-letting Property

After re-entering, Lessor may re-let the Property or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

Quiet Enjoyment Pending Cure Period

8.03 Notwithstanding anything to the contrary herein, Lessor understands, acknowledges and agrees that some of the Property is utilized in the receipt, transmission and/or retransmission of radio signals for law enforcement and emergency services, which Lessee is authorized to operate by virtue of a license issued by the Federal Communications Commission. Lessor shall not, except following written notice of a default and the failure to cure such default by Lessee within the time periods provided in Section 8.02 (a) and (b), exercise any remedy which may affect or in any manner interfere with Lessee's use, possession or quiet enjoyment of the property or the receipt, transmission or retransmission of any radio signal by Lessee. Further, except for any time period following expiration of any cure period for which Lessee has not satisfactorily cured any Lessee default, Lessee shall have full access to, use of any quiet enjoyment of the property undisturbed by Lessor.

ARTICLE 9. INTENTIONALLY OMITTED

ARTICLE 10. MISCELLANEOUS

Notices and Addresses

10.01 All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. The date of mailing of any notice under this agreement shall be deemed to be the date of such notice and shall be effective from such

date. The addresses of the parties of this agreement are as follows:

LESSOR
O.E. Investments, Inc.
Attn.: Othal Brand, Jr.
P.O. Box 4408
McAllen, Texas 78502

LESSEE
County Of Hidalgo, Texas
Attn: Juan D. Salinas, III, County Judge
100 E. Cano St.-2nd Floor
Edinburg, Texas 78539

With copy to:
Hidalgo County Sheriff's Office
Attn: Guadalupe "Lupe" Trevino, Sheriff
P.O. Box 1228
Edinburg, Texas 78541

Parties Bound

10.02 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Agreement.

Texas Law to Apply

10.03 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas/

Legal Construction

10.04 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Prior Agreements Superseded

10.05 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

Amendment

10.06 No amendment, modification or alteration of the terms hereof shall be binding unless the same in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Waiver of Default

10.07 No waiver by the parties hereto of any default of breach of any term, condition or covenant

of this lease shall be deemed to be a waiver of any other breach of the same or any other term, conditions or covenant contained herein.

Attorney's Fee

10.08 In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce his rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

ARTICLE 11. WAIVER OF SUBROGATION

Lessor hereby waives Lessor's right of recovery against Lessee for damages caused by fire, explosion and other perils to any of the Property to the extent that recovery is made by Lessor under insurance policies in effect at the time of loss; and Lessee hereby waives Lessee's rights of recovery against Lessor for damages to any of Lessor's property caused by fire, explosion and other perils to the extend that recovery is made by the Lessee under insurance policies in effect at the time of loss. This agreement does not extend to and waiver does not apply to any damage suffered by either party hereto which is not recovered by the injury party under its insurance policies.

ARTICLE 12. SPECIAL PROVISIONS

Access to Property

12.01 During the term of this agreement, Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all time rights of ingress and egress to the Property for the Purpose of installing, maintaining and repairing Lessee's equipment. Lessee agrees to insure that its subcontractors and employees performing maintenance or technical services on Lessee's equipment are covered by adequate levels of liability insurance and by any state-mandated worker's compensation insurance, if applicable.

Duty Not to Impair Lessee's Operations

12.02 Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which will interfere with Lessee's use of the Property, and to require than any other lessees and licenses use and operation of radio or television transmission equipment of the Property shall be performed in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property. In the event interference should result, upon notice of such interference from lessee, Lessor shall cause its lessees and licenses to take all necessary steps, without costs or expense to lessee, to remove said interference or shut down communication equipment temporarily pending repair.

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Agreement as of the day and year first above written

APPROVED BY COMMISSIONER COURT ON September 25, 2007.

Approved as to form:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

Lessee:
County Of Hidalgo

By: _____
Juan D. Salinas, III, County Judge

Attest:

_____
Arturo Guajardo, Jr., County Clerk

Lessor:
O.E. Investment, Inc.

By: _____
Othal Brand, Jr., President

EXHIBIT "A"
SPECIFICATIONS

OE Investments, Inc.
P.O. Box 4408
McAllen, TX 78502

RFSQ# 2007-281-08-15-ROL

Exhibit "A"

HIDALGO COUNTY SHERIFF'S OFFICE
"LEASE OF TOWER SPACE"
RFSQ. # 2007-281-08-15-ROL
SPECIFICATIONS

Hidalgo County is seeking to lease tower space for the Hidalgo County Sheriff's Office. Specifications are as follows, but not limited to the following:

Specifications & Requirements, Terms & Conditions

1). **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto HIDALGO COUNTY.**

2). Lease property must have shelter to house transmission, reception and rebroadcast equipment.

3). Tower shelter must have electricity and air condition system.

4). Tower shelter should be of block construction or other construction capable of withstanding sustained hurricane force winds.

5). Tower site must have a back up power source, generator preferred, capable of providing electricity for Sheriff's Department equipment and tower operations for a period of forty-eight (48) hours.

6). Height of tower should be four hundred eighty (480) ft. or taller.

7). Tower must meet all F.A.A. and F.C.C guidelines and be licensed by the F.C.C.

8). Tower must be within 6.3 nautical miles from coordinates 26-15-58 and 98-10-44. This is essential to ensure County Wide coverage for mobile data radio systems.

9). Tower must be equipped with a Tower Top Amplifier, 10db. Gain at 453 mhz. Sheriff's Department data radio will be connected to this amplifier for receive only.

10). Tower provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.

11). Tower rent **must** include cost of electricity.

12). Lessor throughout the lease term, will maintain the property and keep it free of waste and nuisance.

13). Lessor throughout the lease term, at his own expense will maintain air conditioning systems all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving, the doors, the guy wires, the tower structure, the towering warning lights or beacons an all other components of the property.

P.O. Box 4408
McAllen, TX 78502

14). Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.

15). Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Lessee's equipment.

16). Lessor agrees not to lease or license the use of the property, or any portion thereof. to any party which will interfere with Lessee's use of the property.

17). Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.

18). Tower must have the capability for six circuits to be connected to ATT, SBC or Southwestern Bell Telephone.

19). **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.

P.O. Box 4408
McAllen, TX 78502

RFSQ#2007-281-08-15-ROL

20). **Lessor agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor, The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party holding a security interest in or lien on the property. Lessor agrees to hold Lessee harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interests, with any reasonable cost therefore to be payable by Lessee.**

21). **HIDALGO COUNTY reserves the right to reject any or all quotes submitted, if it is in the best interest to do so.**

Installed Equipment

Sheriff Department will install the following antennas, lines, and transmitters.

- UHF Antenna @ 480 feet
- VHF Antenna @ 480 feet
- 1 VHF Antenna @ 400 feet
- 1 VHF Antenna @ 200 feet

All cables will be 7/8 inch heliax screwed to tower with tie wire and be grounded at both top and bottom. The Hidalgo County Sheriff's Department will install 3 VHF transmitters and one UHF transmitter at site.

Note: Any and all new equipment added by the Sheriff's Office will be honored at lease price.

Term:

The term of the lease contract will be for a period of one (1) year but in no event to exceed $25,000.00 statutory bid limit per year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one year terms under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforseen delay in the procurement process.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Tuesday, August 8, 2007 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, August 10, 2007 by 5:00 p.m.

Exhibit "A-1"

Premises

Tower space(s) at the elevation of 480, 480, 400, 275 feet on an approximately 480 foot transmission tower located at Latitude 26°,20",26' and Longitude 98°,13, 58', together with the non-exclusive right to the use of the tower structure for transmission cables and/or wave guides and for access to Lessee's antenna.

Approximately 20 square feet, (20 square feet representing four (4) transmitter boxes), of equipment shelter space to house Lessee's transmission, reception and rebroadcast equipment in and around the equipment building located on the Property.

EXHIBIT "B"
VENDOR'S BID PRICE

OE INVESTMENTS, INC.
P.O. Box 4408
McAllen, TX 78502

RFSQ No. 2007-281-08-15-ROL

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE - "LEASE OF TOWER SPACE"

REQUEST FOR SEALED QUOTES

RFSQ No. 2007-281-08-15-ROL

QUOTE PAGE

QUOTE PER:	QUOTE AMOUNT:
MONTH	$ 1800.00 xx

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: OE Investments, INC.

ADDRESS: P.O. Box 4408 physical - 4800 N 23rd St McAllen, TX 78504

CITY/STATE/ZIP CODE: McAllen, TX 78502

PHONE & FAX NO.'S: 956-683-7979 fax 956-631-2334

CELLULAR & BEEPER NO.'S: 956-793-0103

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Othal E. Brand, Jr.

TITLE President

EXHIBIT "C"
INSURANCE CERTIFICATE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/04/2007

PRODUCER (956)968-5521 FAX (956)969-9198
Montalvo Insurance Agency
208 South Texas Blvd
PO Box 2
Weslaco, TX 78599

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Hidalgo County
100 E. Cano
Edinburg, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Illinois Union Insurance Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PEPG2290520A	07/10/2006	01/01/2008	EACH OCCURRENCE	$ 2,000,000
		[ ] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ Excluded
		[X] Law Enforcement				PERSONAL & ADV INJURY	$ 2,000,000
		[X] Employee Benefits				GENERAL AGGREGATE	$ 4,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC	50,000 SIR				
A		AUTOMOBILE LIABILITY	PEPG2290520A	07/10/2006	01/01/2008	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		[ ] ANY AUTO					
		[X] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[X] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[X] NON-OWNED AUTOS					
		[X] 50,000 SIR				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Public Officals	PEPG2290520A	07/10/2006	01/01/2008	Limit: 2,000,000/2,000,000 SIR 100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

O.E.M.
4800 North 23rd
McAllen, TX 78504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

©ACORD CORPORATION 1988

AI-10301 **14.K.1.**

PHYSICIAN SERVICES-Adult Probation Department-Substance Abuse Treatment Facility

CC REGULAR

Date: 07/28/2008
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Adult Probation

Information

CAPTION

Presentation for information, documentation, record and reporting purposes only of the sole response received from Dr. Marin Garza, M.D. for Hidalgo County Community Supervision And Corrections Department-RFQ NO: 2008-266-07-09-VYG-Physician Services to the Substance Abuse Treatment Facility with the further clarification that subsequent to the procurement services rendered through the Hidalgo County Purchasing Department and pursuant to Government Code, Chapter 76, Section 76.004 (a-1)(3) the Hidalgo County Community Supervision And Corrections Department Director will proceed to negotiate and enter into a contract on behalf of the department with the sole qualified response received for Physician Services to the Substance Abuse Treatment Facility.

BACKGROUND

This will be to provide "Physician Services" for the "Substance Abuse Treatment Services" program at the "Substance Abuse Treatment Facility".

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1297-423-00-320-002-8-331
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 07-25-08 $25,754.00

Dr. Marin Garza, M.D. was under contract with the Boot Camp program and his services are no longer required. Work/contract for Adult Probation should be similar to that used in the Boot Camp program as per Vangie Garcia from Purchasing Dept.

Attachments

Link: GOV CODE
Link: PARTICIPATION LOG AND BID TAB

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	07/24/2008 12:27 PM	APRV
2	Budget & Management	Veronica Lopez	07/25/2008 08:21 AM	APRV
3	Veronica Lopez	Veronica Lopez	07/25/2008 08:56 AM	APRV
4	Auditor's Office		07/25/2008 09:32 AM	NEW

Form Started By: Moises Salazar Started On: 07/22/2008 01:26 PM

Final Approval Date: 07/25/2008

GOVERNMENT CODE

CHAPTER 76. COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENTS

§ 76.001. DEFINITIONS. In this chapter:

(1) "Board" means the Texas Board of Criminal Justice.

(2) "Community supervision" has the meaning assigned by Section 2, Article 42.12, Code of Criminal Procedure.

(3) "Council" means a community justice council.

(4) "Department" means a community supervision and corrections department established under this chapter.

(5) "Division" means the community justice assistance division of the Texas Department of Criminal Justice.

Added by Acts 1995, 74th Leg., ch. 76, § 7.11, eff. Sept. 1, 1995.

§ 76.002. ESTABLISHMENT OF DEPARTMENTS. (a) The district judge or district judges trying criminal cases in each judicial district and the statutory county court judges trying criminal cases in the county or counties served by the judicial district shall:

(1) establish a community supervision and corrections department; and

(2) approve the department's budget and community justice plan.

(b) Repealed by Acts 2005, 79th Leg., ch. 255, § 12.

(c) Except as provided by Subsection (d), one department serves all courts and counties in a judicial district if:

(1) two or more judicial districts serve a county; or

(2) a district includes more than one county.

(d) The board may adopt rules to allow more than one department to serve a judicial district that includes more than one county if providing more than one department will promote administrative convenience or economy or improve services.

(e) The board may adopt rules allowing departments to contract with one another for services or facilities.

Added by Acts 1995, 74th Leg., ch. 76, § 7.11, eff. Sept. 1, 1995. Amended by Acts 2005, 79th Leg., ch. 255, § 1, 12, eff. May 30, 2005.

§ 76.003. COMMUNITY JUSTICE COUNCIL. (a) A community justice council must be established by the judges described by

(2) the chief of police of the most populous municipality served by the department;

(3) the chief juvenile probation officer of the juvenile probation office serving the most populous area served by the department;

(4) the superintendent of the most populous school district served by the department;

(5) the supervisor of the Department of Public Safety region closest to the department, or the supervisor's designee;

(6) the county or regional director of the Texas Department of Mental Health and Mental Retardation with responsibility for the area served by the department;

(7) a substance abuse treatment professional appointed by the Council of Governments serving the area served by the department;

(8) the department director;

(9) the local or regional representative of the pardons and paroles division of the Texas Department of Criminal Justice with responsibility for the area served by the department;

(10) the representative of the Texas Workforce Commission with responsibility for the area served by the department;

(11) the representative of the Texas Rehabilitation Commission with responsibility for the area served by the department;

(12) a licensed attorney who practices in the area served by the department and whose practice consists primarily of criminal law;

(13) a court administrator, if one serves the area served by the department;

(14) a representative of a community service organization that provides adult treatment, educational, or vocational services to the area served by the department;

(15) a representative of an organization in the area served by the department that is actively involved in issues relating to defendants' rights, chosen by the county commissioners and county judges of the counties served by the department; and

(16) an advocate for rights of victims of crime and awareness of issues affecting victims.

Added by Acts 1995, 74th Leg., ch. 76, § 7.11, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, § 9.02(a), 9.03(a), eff. Sept. 1, 1997; Acts 2005, 79th Leg., ch. 255, § 2, eff. May 30, 2005.

§ 76.004. DEPARTMENT DIRECTOR; FISCAL OFFICER. (a) The judges described by Section 76.002 shall appoint a department director who must meet, at a minimum, the eligibility requirements for officers established under Section 76.005.

(a-1) The department director shall perform or delegate the responsibility for performing the following duties:

(1) overseeing the daily operations of the department;

(2) preparing annually or biennially a budget for the department;

(3) negotiating and entering into contracts on behalf of the department;

(4) establishing policies and procedures for all functions of the department;

(5) developing personnel policies and procedures, including disciplinary proceedings; and

(6) establishing procedures and practices through which the department will address an employment-related grievance.

(b) The department director shall employ a sufficient number of officers and other employees to conduct presentence investigations, supervise and rehabilitate defendants placed on community supervision, enforce the conditions of community supervision, and staff community corrections facilities. A person employed under this subsection is an employee of the department and not of the judges or judicial districts.

(c) The judges described by Section 76.002 may appoint for the department a fiscal officer, other than the county auditor. The fiscal officer is responsible for:

(1) managing and protecting funds, fees, state aid, and receipts to the same extent that a county auditor manages county funds and funds of other local entities;

(2) ensuring that financial transactions of the department are lawful and allowable; and

(3) prescribing accounting procedures for the department.

(d) The judges described by Section 76.002 may appoint a person as fiscal officer only after investigating the person and determining that the person is:

(1) a person of unquestionably good moral character and intelligence; and

(2) a financial officer with at least two years' experience in auditing and accounting.

(e) A fiscal officer appointed under this section, before beginning employment and not later than the 20th day after the date of appointment, shall:

(1) take an oath stating that the person meets the qualifications required by this section and will not have a personal interest in any contract entered into by the department; and

(2) execute a good and sufficient surety bond that:

(A) is in the amount of $5,000 or more;

(B) is approved by and payable to the judges described by Section 76.002; and

(C) is conditioned on the faithful performance by the fiscal officer of the officer's duties.

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: **July 09, 2008** RFQ ACCEPTANCE TIME: **9:30 A.M.**

DEPARTMENT/QUALIFICATION DESCRIPTION: **"Hidalgo County Community Supervision And Corrections Department-Physician Services"**

RFQ NO: **2008-266-07-09-VYG**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	**PROPOSAL REQUEST *VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S**
1. Dr. Heriberto Alaniz (956) 802-2911 (c)	Velocity Express	Vangie Y. Garcia	06/24/08	501 Rose Ellen McAllen, Texas 78501
2. Dr. Marin Garza (956) 330-5200 (c)	IP	Marin Garza	06/24/08	34631 Blackbuck Drive Edinburg, Texas 78541
3 Dr. Robert C. Ruiz (956) 383-0714	Velocity Express	Vangie Y. Garcia	06/24/08	815 South Closner Blvd Edinburg, Texas 78539
4.				
5.				
6.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PROPOSER LIST MAIL OUT (PLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL/QUALIFICATION ACCEPTANCE SHEET

DEPARTMENT NAME: **HIDALGO COUNTY**

QUALIFICATION ACCEPTANCE DATE: **JULY 09, 2008**	QUALIFICATION ACCEPTANCE TIME: **9:30 A.M.**

DESCRIPTION OF QUALIFICATION:
Hidalgo County Community Supervision And Corrections Department - Physician Services

QUALIFICATION NO: **2008-266-07-09-VYG**

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFQ RESPONSE	ADDENDUM
#01	DR. MARIN GARZA	√	√
#02			
#03			
#04			
#05			
#06			
#07			
#08			
#09			
#10			

AI-10305 **14.K.2.**

Approval to purchase of Drug Testing Strips -Adult Probation
CC REGULAR

Date: 07/28/2008
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Adult Probation

Information

CAPTION

Presentation for discussion, consideration and approval to purchase "Drug Testing Strips" on an "As Needed Basis" for Hidalgo County Community Supervision And Corrections Department, aka, Adult Probation through Hidalgo County's participation with "Texas Procurement And Support Sevices (TPASS) contract with TIBH Industries, Inc."-Contract number 193-A2-Drug And Alcohol Testing Products. Term of contract is from July 18, 2007 thru June 30, 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1297-423-00-320-020-8-604
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds Available as of 07-25-08 $5,250.00

Attachments

Link: TPASS Contract Info

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/22/2008 04:03 PM	APRV
2	Budget & Management	Veronica Lopez	07/25/2008 08:22 AM	APRV
3	Veronica Lopez	Veronica Lopez	07/25/2008 09:01 AM	APRV
4	Auditor's Office		07/25/2008 09:32 AM	NEW

Form Started By: Moises Salazar Started On: 07/22/2008 03:30 PM

Final Approval Date: 07/25/2008

193-A2-DRUG AND ALCOHOL TESTING PRODUCTS

~~07/2007 THRU 06/2009~~ 193-A2

For Further information contact Dee Dorsey, Purchaser D
at (512) 475-2459 or e-mail at Purchaser.D@cpa.state.tx.us

NOTE: The products listed are for the use by eligible State of Texas entities ONLY and are not for personal purchase or purchase by commercial entities.

collapse all sections | expand all sections

General Contract Information

GENERAL CONTRACT INFORMATION

Section 1

1.1 DESCRIPTION OF CONTRACT: 193-A2 Drug; Alcohol; Pregnancy and Strep Testing Proc

Level I - Alcohol Testing Products
Level II - Stationary Drug Testing System
Pregnancy and Strep Testing Products

1.2 ~~CONTRACT TYPE: Automated Discount-From-List.~~

1.3 TERM OF CONTRACT: July 18, 2007 thru June 30, 2009
Renewal options for two (2) additional one-year periods at the exclusive option of the State.

1.4 DELIVERY: Level I devices and Level II reagents: 10 days after receipt of order
Level II drug testing systems (machines and peripherals): 45 calendar
Pregnancy and Strep Tests: 10 days after receipt of order (ARO).

1.5 MINIMUM ORDER: Not applicable.

1.6 SPOT PURCHASE OPTION: Not applicable.

1.7 ZONE: This is a statewide contract.

1.8 SHIPPING INFORMATION:
Orders totaling $100.00 or more shipped to a single destination - F.O.B. destinat
freight prepaid and allowed (included in price)

Orders totaling less than $100.00 will be shipped freight prepaid and added as a separate item on invoice.

Freight charges will not be permitted for partial shipments of orders that origi totaled $100.00.

1.9 WARRANTY: Manufacturer's standard warranty applies.

1.10 CASH DISCOUNT: Applicable cash discounts are identified in line item descriptior

1.11 EDUCATIONAL DISCOUNT: Not applicable.

1.12 QUANTITY OR LARGE ORDER DISCOUNT: Voluntary one-time price reductions should be indicated on the invoice.

1.13 PRICE CHANGES: All prices shall be firm with no increase for 180 days from the e date of this contract. All price increase requests must be supported by the dist or manufacturer's latest publish price list reflecting the increase in accordance Section II, B. of the General Instructions, Terms and Conditions. Price increas only be approved on those items that were included in the manufacturer's publishe list submitted prior to award and meet the requirements. When a new manufacturer

193-40-32351-8 PKG	CASSETTE, MULTIPLE DRUGS, 4 TEST PANEL: COCAINE (COC); METHAMPHETAMINE (MAMP); MARIJUANA (THC); OPIATES (OPI). 25 TESTS PER PACKAGE. ***FREIGHT IS INCLUDED***. PRICE CHANGE EFFECTIVE 5/21/07 - 25/PKG - DELIVERY IN 10 DAYS	50.77
193-40-32400-3 PKG	DIP TEST CARD, MULTIPLE DRUGS, 5 TEST PANEL COCAINE (COC), METHAMPHETAMINE (MAMP), MARIJUANA (THC), OPIATES (OPI), AND METHYLENEDIOXYMETHAMPHETAMINE (MDMA). ***FREIGHT IS INCLUDED*** - 25/PKG - DELIVERY IN 10 DAYS	79.45
193-40-32401-1 PKG	DIP TEST CARD, MULTIPLE DRUGS, 6 TEST PANEL: COCAINE (COC), AMPHETAMINE (AMP), METHAMPHETAMINE (MAMP), MARIJUANA (THC), OPIATES (OPI), AND ECSTASY (MDMA). ***FREIGHT IS INCLUDED*** - 25/PKG - DELIVERY IN 10 DAYS	93.55
193-40-32402-9 PKG	DIP TEST CARD, MULTIPLE DRUGS, 5 TEST PANEL: COCAINE (COC); AMPHETAMINE (AMP); METHAMPHETAMINE (MAMP), MARIJUANA (THC), AND OPIATES (OPI). ***FREIGHT IS INCLUDED*** - 25/ PKG - DELIVERY IN 10 DAYS	79.45
193-40-32403-7 PKG	DIP TEST CARD, MULTIPLE DRUGS, 5 TEST PANEL: COCAINE (COC), AMPHETAMINE (AMP), OPIATES (OPI), PHENCYCLIDINE (PCP), AND MARIJUANA (THC). ***FREIGHT IS INCLUDED*** - 25/PKG - DELIVERY IN 10 DAYS	79.45
193-40-32404-5 PKG	DIP TEST CARD, MULTIPLE DRUGS, 4 TEST PANEL: COCAINE (COC), METHAMPHETAMINE (MAMP), MARIJUANA (THC), AND OPIATES (OPI). ***FREIGHT IS INCLUDED*** - 25/PKG - DELIVERY IN 10 DAYS	72.44
193-40-32405-2 PKG	DIP TEST CARD, MULTIPLE DRUGS, 3 TEST PANEL: COCAINE (COC), METHAMPHETAMINE (MAMP), AND MARIJUANA (THC). ***FREIGHT IS INCLUDED*** - 25/PKG - DELIVERY IN 10 DAYS	48.40
193-40-32406-0 PKG	DIP TEST CARD, MULTIPLE DRUGS, 5 TEST PANEL: COCAINE (COC), METHAMPHETAMINE (MAMP), OPIATES (OPI), PHENCYCLIDINE (PCP), AND MARIJUANA (THC). ***FREIGHT IS INCLUDED*** - 25/PKG - DELIVERY IN 10 DAYS	79.45
193-40-32407-8 PKG	DIP TEST CARD, MULTIPLE DRUGS, 3 TEST PANEL: COCAINE (COC), OPIATES (OPI), AND MARIJUANA (THC). ***FREIGHT IS INCLUDED*** - 25/PKG - DELIVERY IN 10 DAYS	48.40
193-40-32450-8 PKG	INTEGRATED CUP, MULTIPLE DRUGS, 6 TEST PANEL: COCAINE (COC), OPIATES (OPI), METHAMPHETAMINE (MAMP), AMPHETAMINE (AMP), BENZODIAZEPINE (BZO), AND MARIJUANA (THC). ***FREIGHT IS INCLUDED*** - 25/PKG - DELIVERY IN 10 DAYS	132.56
193-40-32452-4 PKG	INTEGRATED CUP, MULTIPLE DRUGS, 5 TEST PANEL: COCAINE (COC), OPIATES (OPI), METHAMPHETAMINE (MAMP), AMPHETAMINE (AMP), AND MARIJUANA (THC). ***FREIGHT IS INCLUDED*** - 25/PKG - DELIVERY IN 10 DAYS	114.94
193-40-32453-2 PKG	INTEGRATED CUP, MULTIPLE DRUGS, 4 TEST PANEL:	110.25

■ **DRUG SCREENING TEST KITS**
NIGP 19348350000

Vendor Number: 84202 TIBH INDUSTRIES, INC.
193-48-35023-2 CTN LEVEL 1 CASSETTE, FOUR TEX PANEL, CANNABINOIDS (THC), COCAINE (COC), OPIATES (OPI), AND METHAMPHETAMINE (MET), KIT INCLUDES ONE SPECIMEN CUP, PAIR OF GLOVES AND DRUG TEST CASSETTE, 25 KITS/CTN FREIGHT IS INCLUDED. - DELIVERY IN 15 DAYS NIGP 19348350232 67.55

Contract Vendor List

Contract Vendor List 193-A2 07/2007 THRU 06/2009

09804 1-33-083-6229-5
PHAMATECH, INC.
10151 BARNES CANYON ROAD
ATTN: JOHN POLANCO
SAN DIEGO CA 92121
JOHN POLANCO
Phone 888-635-5840 X 244
Fax 858-635-5843
e-mail john@phamatech.com

30475 1-68-041-8167-1
THERMOFISHER SCIENTIFIC/MICROGENICS CORP
46360 FREMONT BLVD.
FREMONT CA 94538
PAT ROBERTS
Phone 214-505-1079
Fax 510-979-5395
e-mail proberts@thermofisher.com

34083 1-36-394-9533-5
SIEMENS MEDICAL SOLUTIONS DIAGNOSTICS
1717 DEERFIELD ROAD
DEERFIELD IL 60015-5233
HEATHER SOLOMON
Phone 847-267-5350
Fax 847-236-7354
e-mail heather.f.solomon@siemens.com

79087 1-74-272-2343-7
COMPLIANCE CONSORTIUM CORP
P O BOX 932
BELTON TX 76513
GARY BAIRD
Phone 254 939-9691
Fax 254 939-9230
e-mail gary.baird.ccc@nodope.net

84202 1-74-197-6051-1
TIBH INDUSTRIES, INC.
1011 EAST 53 1/2 STREET
AUSTIN TX 78751
CUSTOMER SERVICE
Phone 512-451-8145
Fax 512-459-8277

AI-10307 **14.K.3.**

Renewal/Extension -Independent Audit Services
CC REGULAR

Date: 07/28/2008
Submitted By: Olga Montero, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Adult Probation

Information

CAPTION

A. Presentation for discussion, consideration and action to exercise the County's option to renew the engagement for fiscal years 2008 and 2009 with "Rhonda L. Gillum" to conduct independent audit services for Hidalgo County Adult Probation Department as approved by Hidalgo County Comm. Crt. on August 08, 2006;

B. Presentation for discussion, consideration and approval of "Engagement Letter" including fee schedule proposed by "Rhonda Gillium" for fiscal years 2008 and 2009 if approved.

BACKGROUND

Their budget impact is not setup for fiscal years 2008 and 2009, until beginning of their fiscal year which is September 1, 2008. The "Letter of Engagement" from Rhonda L. Gillum" must be sent to the Texas Department of Criminal Justice-Community Justice Assitance Division (TDCJ-CJAD) by July 31, 2208, if approved.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Budget impact not set up for fiscal years 2008 and 2009 until September 1, 2008, as per Adult Probation (that is the begining of their fiscal year).

Assume similar funding as last year.

Attachments

Link: Agenda and Minutes

Link: Letter of engagement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/22/2008 04:04 PM	APRV
2	Budget & Management	Veronica Lopez	07/25/2008 08:22 AM	APRV

3	Veronica Lopez	Veronica Lopez	07/25/2008 09:11 AM	APRV
4	Auditor's Office		07/25/2008 09:32 AM	NEW

Form Started By: Olga Montero

Started On: 07/22/2008 03:41 PM

Final Approval Date: 07/25/2008

C. HIDALGO COUNTY PRECINCT NO. 2-

1. **Presentation for discussion, consideration, acceptance and approval of Request for Payment Invoice No. 11 in the amount of $82,881.01, from S&G Paving Company, contracted for road project "McColl RD- Reconstruction & Widening" as recommended by project engineer, R. Gutierrez Corporation, with authority for Auditor to issue payment after review, audit and processing procedures completed. C#04-299-11-16**

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

D. HIDALGO COUNTY ADULT PROBATION –

1. **Requesting authority to purchase computer equipment and peripherals from CDW-G through their State of Texas DIR award contract for Req #94091 in the total amount of $11,534.40.**

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

2. **Requesting authority to advertise a request for qualifications (RFQ) in connection with the engagement of a CPA to provide Independent Audit services for Hidalgo County Adult Probation Department with qualifications, requirements and scope of service to be provided by Texas Department of Criminal Justice-Community Justice Assistance Division (TDCJ-CJAD) for an initial term to include 2006 & 2007 fiscal years, and with the County's option renew for fiscal years 2008 & 2009. (RFQ-2006-298)**

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

E. HIDALGO COUNTY BUILDINGS AND GROUNDS –

1. **Approval to Request for payment Invoice No. one (1) in the amount of $ 6,735.00 from Alcocer Garcia Associates Design Consulting, contracted architect for "Repair and Interior Renovations to the 398th. State District Court Building" Contract No. C-06-177-04-11 PO No. 570477.**

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

2. **Recommending award of bid and approval of contract (subject to legal review) to sole bidder meeting all specifications for: "Carpentry and Construction Materials Supplies" RFB (6-162)**

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

(continuation – Purchasing Department)

(over)

C. HIDALGO COUNTY PRECINCT NO. 2-

1. Presentation for discussion, consideration, acceptance and approval of Request for Payment Invoice No. 11 in the amount of $82,881.01, from S&G Paving Company, contracted for road project "McColl RD- Reconstruction & Widening" as recommended by project engineer, R. Gutierrez Corporation, with authority for Auditor to issue payment after review, audit and processing procedures completed. C#04-299-11-16

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1. Requesting authority to purchase computer equipment and peripherals from CDW-G through their State of Texas DIR award contract for Req #94091 in the total amount of $11,534.40.
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RFQ's

E. HIDALGO COUNTY BUILDINGS AND GROUNDS –

1. Approval to Request for payment Invoice No. one (1) in the amount of $ 6,735.00 from Alcocer Garcia Associates Design Consulting, contracted architect for "Repair and Interior Renovations to the 398th. State District Court Building" Contract No. C-06-177-04-11 PO No. 570477.
2. Recommending award of bid and approval of contract (subject to legal review) to sole bidder meeting all specifications for: "Carpentry and Construction Materials Supplies" RFB (6-162)

F. HIDALGO COUNTY COMMUNITY SERVICE AGENCY –

1. Requesting approval to reject all proposals received for:
   i) "Repairs, Replacement and/or Retrofit of Natural Gas and/or Propane Space Heaters and/or Propane Tanks" (6-225)
   ii) "Repairs, Replacement and/or Retrofit Electric, Natural Gas/Propane Water Heaters" (6-228)
   iii) "Repairs, Replacement and/or retrofit Refrigerators" (6-227)
   iv) Repairs, Replacement and/or retrofit Window A/C units and Heat Pumps" (6-228)
2. Requesting authority to re-advertise under Local Government Code 262-0295 (Alternative Multi-step Competitive Proposal Procedure) for: "Repairs, Replacement and/or Retrofit Refrigerators" RFP

G. HIDALGO COUNTY ELECTIONS –

1. Requesting exemption from competitive bidding requirements under Tex. Local Government Code, 262.024(a), a professional service, for legal services in connection with any modifications under Tex. Elect. Code, Section 42.005 as a result of litigation regarding Congressional Redistricting Plan 1374 (pending a Federal Court ruling) including the submission of said modifications to the Department of Justice for pre-clearance;
2. Requesting approval of a professional letter of engagement/contract with Bickerstaff, Heath, Smiley, Pollan, Kever & McDaniel, LLP for legal services related to.

H. HIDALGO COUNTY HEALTH DEPARTMENT –

1. Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional one (1) year term (as provided in contract) with Dr. Ivan Melendez M.D. as Chief Physician for HCHD.

Rhonda L. Gillum
Certified Public Accountant

5415 N. McColl Road
Suite 107
McAllen, TX 78504

Member AICPA - TSCPA
PHONE (956) 618-2224
FAX (956) 618-2401

July 3, 2008

Mrs. Diana G. Solis, Accountant
Hidalgo County Community
Supervision & Corrections Dept.
P.O. Box 970
Edinburg, TX 78540

Dear Mrs. Solis:

You will find enclosed the engagement letter for the audit for 2008. The revised fee would be effective for years ending in 2008 and 2009. As per our conversation yesterday, the insurance policies expire in October. Copies of the renewal policies will be provided prior to beginning fieldwork.

If the enclósed engagement letter meets your specifications, please return one signed copy for my files. Hope your holiday is enjoyable.

Sincerely,

Rhonda L. Gillum

Rhonda L. Gillum

Enclosures (4)

Rhonda L. Gillum
Certified Public Accountant

5415 N. McColl Road
Suite 107
McAllen, TX 78504

Member AICPA - TSCPA
PHONE (956) 618-2224
FAX (956) 618-2401

July 3, 2008

Mr. Joe Lopez, Director
Hidalgo County Community
Supervision & Corrections Dept.
P.O. Box 970
Edinburg, TX 78540

I am pleased to confirm my understanding of the services I am to provide Hidalgo County Community Supervision and Corrections Department (HCCSC) for the year ended August 31, 2008. I will audit the financial statements of HCCSC as of and for the year ended August 31, 2008.

Audit Objectives

The objective of my audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and TDCJ–CJAD reporting requirements and to report on the fairness of the additional information presented with the financial statements. My audit will be conducted in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards, (the Yellow Book) issued by the comptroller General of the United States, and will include tests of the accounting records of HCCSC and other procedures I consider necessary to enable me to express such an opinion. If my opinion on the financial statements is other than unqualified, I will fully discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or am unable to form or have not formed an opinion, I may decline to express an opinion or to issue a report as a result of this engagement.

I will also provide reports (that do not include opinions) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards.

Management Responsibilities

Management is responsible for establishing and maintaining internal control and for compliance with laws, regulations, contracts, and agreements. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls.

The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions

are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles.

Management is responsible for making all financial records and related information available to me. I understand that you will provide me with such information required for the audit and that you are responsible for the accuracy and completeness of that information. I will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to me in the representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Audit Procedures–General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgment about the number of transactions to be examined and the areas to be tested. I will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to HCCSC or to acts by management or employees acting on behalf of HCCSC. Because an audit is designed to provide reasonable, but not absolute assurance and because I will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by me. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, I will inform you of any material errors that come to my attention, and I will inform you of any fraudulent financial reporting or misappropriation of assets that come to my attention. I will also inform you of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential. My responsibility as auditor is limited to the period covered by the audit and does not extend to matters that might arise during any later periods for which I am not engaged as auditor.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of certain assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. Representation may be requested from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of the audit, I will also require certain written representations from you about the financial statements and related matters.

Identifying and ensuring that HCCSC complies with laws, regulations, contracts, and agreements is the responsibility of management. As part of obtaining reasonable assurance about whether the financial

statements are free of material misstatement, I will perform tests of HCCSC's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of my audit will not be to provide an opinion on overall compliance and I will not express such an opinion.

Audit Procedures–Internal Control

In planning and performing my audit, I will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of my auditing procedures for the purpose of expressing my opinion on HCCSC's financial statements.

I will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and I will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that I consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. These tests will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed.

Audit Administration, Fees and Other

I understand that your employees will type all cash or other confirmations I request and will locate any invoices selected by me for testing. I desire to begin my audit in early December to allow me to issue my report prior to the March 31, 2009 deadline. If unexpected circumstances arise that threaten to delay the targeted issuance date of the audit report, this will be communicated to you in advance so an extension can be requested from the Texas Department of Criminal Justice.

The work papers for this engagement are the property Rhonda L. Gillum and constitute confidential information. Also, TDCJ staff and/or State Auditor staff will be granted reasonable access to the working papers upon written request. They may also be provided photocopies of certain requested work papers. They may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies. These work papers will be maintained for a minimum three years from the date of the audit report.

Governmental Auditing Standards require that I provide you with a copy of my most recent quality control review report. The most recent quality review report was issued in 2007. A copy of this report is enclosed.

My invoices for these services may be rendered each month as work progresses or may be submitted as fieldwork and the report are completed. These invoices are payable on presentation. In accordance with firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. My fees for these services will be $18,875 for up to 320 hours. This estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs. My standard billing rate of $70 per hour would apply for additional hours.

I appreciate the opportunity to be of service to HCCSC and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let me know. If you agree with the terms of our engagement as prescribed in this letter, please sign the enclosed copy and return it to me.

Sincerely yours,

Rhonda L. Gillum
Certified Public Accountant

RESPONSE:
This letter correctly sets forth the understanding of the Hidalgo County Community Supervision & Corrections Department.

By: _____

Title: _____

Date: _____

CERTIFIED PUBLIC ACCOUNTANTS
BUSINESS CONSULTANTS

LONG CHILTON, LLP

A PARTNERSHIP OF PROFESSIONAL CORPORATIONS AND INDIVIDUALS

Members - Division of Firms,
American Institute of CPAs

402 East Tyler
Harlingen, Texas 78550
(956) 423-3765
Fax (956) 428-7520
www.longchilton.com

To Rhonda Gillum, CPA

We have reviewed the system of quality control for the auditing practice of Rhonda Gillum, CPA (the firm) in effect for the year ended March 31, 2007. Rhonda Gillum, CPA, has represented to us that the firm performed no services under Statements on Standards for Accounting and Review Services (SSARS), nor examinations of prospective financial statements under the Statements on Standards for Attestation Engagement for the year under review. A system of quality control encompasses the firm's organizational structure, the policies adopted and procedures established to provide it with reasonable assurance of conforming with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of Certified Public Accountants (AICPA). The firm is responsible for designing a system of quality control and complying with it to provide the firm reasonable assurance of conforming with professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance with its system of quality control based on our review.

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. During our review, we read required representations from the firm, interviewed firm personnel and obtained an understanding of the nature of the firm's auditing practice, and the design of the firm's system of quality control sufficient to assess the risks implicit in its practice. Based on our assessments, we selected engagements and administrative files to test for conformity with professional standards and compliance with the firm's system of quality control. The engagements selected represent a reasonable cross-section of the firm's auditing practice with emphasis on higher-risk engagements. The engagements selected included, among others, an audit under *Government Auditing Standards*. Prior to concluding the review, we reassessed the adequacy of the scope of the peer review procedures and met with firm management to discuss the results of our review. We believe that the procedures we performed provide a reasonable basis for our opinion.

In performing our review, we obtained an understanding of the system of quality control for the firm's auditing practice. In addition, we tested compliance with the firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the firm's policies and procedures on selected engagements. Our review was based on selected tests; therefore, it would not necessarily detect all weaknesses in the system of quality control or all instances of noncompliance with it. There are inherent limitations in the effectiveness of any system of quality control and therefore, noncompliance with the system of quality control may occur and not be detected. Projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the auditing practice of Rhonda Gillum, CPA, in effect for the year ended March 31, 2007, has been designed to meet the requirements of the quality control standards for an auditing practice established by the AICPA and was complied with during the year then ended to provide the firm with reasonable assurance of complying with professional standards.

Long Chilton, LLP

LONG CHILTON, LLP
Certified Public Accountants

Harlingen, Texas
October 5, 2007

AI-10274 **14.L.1.**

Approval of Comdata Fuel Card Requests and Cancellation of All Other Fuel Cards

CC REGULAR

Date: 07/28/2008
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Co. Wide

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Information

CAPTION

A. Presentation for discussion, consideration and approval of application requests for Fleet Fueling Cards through our participation with Texas Procurement and Support Services (TPASS) contract with Comdata Corporation/Transmontaigne Product Services, Inc. (awarded vendor of State Council on Competitive Government) submitted by Elected Officials/Department Heads/Agency and/or Program Directors detailing holders and users as attached hereto, including but limited to the following and subject to the newly adopted and approved Hidalgo County Fuel Credit Card Policies and Procedures:

1. Planning
2. Judge's Division of Emergency Services
3. Buildings and Grounds

B. Requesting authority to cancel all existing/current Fleet Fueling System cards (i.e. Arguindegui Oil Co., Comdata, and commercial fuel credit cards- Conoco, Exxon, Shell & Valero) upon receipt, activation and distribution of new cards with confirmation of applicable/required training.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-419-10-210-001-0-682
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

planning department- Available Balance as of 7-25-08 $67.05.

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-429-00-300-023-0-682
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Emergency Srvcs-EM-Available Balance as of 7-25-08 $13,543.20.

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-419-40-220-001-0-682

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

BUDGETARY IMPACT:

B & G-Available Balance as of 7-25-08 $19,561.01.
All funding sources provided by departments.

Attachments

Link: Fuel Card Forms

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/22/2008 03:57 PM	APRV
2	Budget & Management	Veronica Lopez	07/25/2008 08:15 AM	APRV
3	Ivan Cantu	Ivan Cantu	07/25/2008 09:28 AM	APRV
4	Auditor's Office		07/25/2008 09:32 AM	NEW

Form Started By: Yvette Islas Started On: 07/21/2008 04:23 PM

Final Approval Date: 07/25/2008

COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☑ Add Vehicle Card ☐ Add Driver Pin ☐ Delete Cancel Card ☐ Delete/Cancel Driver

Department:	Planning Department
Billing Address:	1304 S. 25th St./Edinburg/Tx/78542
Fuel Card Manager:	Irma Celia Castillo
	This person can not have use of the fuel card
Phone Number:	(956)318-2840
County Email:	irma.castillo@hchd.org
Web user Name:	icastillo **Password:**
Hidalgo Co Acct Number:	8-1100-419-10-210-001-0-682
Requested By:	
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No	Vehicle Description	VIN Number	*Purchasing Dept Only* *Card Number*
104-1552(Unit 87)	2008 Ford R14 Ranger SC	1FTYR14U48PB06501	
104-1553(Unit 88)	2008 Ford R14 Ranger SC	1FTYR14U88PB06503	
104-1554(Unit 89)	2008 Ford R14 Ranger SC	1FTYR14U68PB06502	

RECEIVED BY HIDALGO COUNTY PURCHASING DEPARTMENT

By

Time 07-21-08

COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☑ Add Vehicle Card ☑ Add Driver Pin ☐ Delete Cancel Card ☐ Delete/Cancel Driver

Department: Hidalgo County Judges-Division of Emergency Services
Billing Address: 100 E Cano, 2nd Floor, Edinburg, Tx 78539
Fuel Card Manager: Maxine Elizondo
This person can not have use of the fuel card
Phone Number: 956-318-2615
County Email: maxine.elizondo@hidalgocountyjudge.com
Web user Name: EMC 123 **Password:**
Hidalgo Co Acct Number: 8-1100-429-00-300-023-0-682
Requested By: A.A. "Tony" Pena
Sign & Print Elected/Official Supervisor/Director

On behalf of my department. I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On:
Reviewed by Fuel Card Administrator:
Cards Received by Dept on: Date Returned/Cancelled:
Fuel Cards Received by Department:
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No	Vehicle Description	VIN Number	*Purchasing Dept Only* Card Number
781-231	2000 Chevrolet CJ6 Extside	1GCEK19V8YZ284778	

JUL 15 2008
By

COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☑ **Add Driver Pin** ☐ **Delete Cancel Card** ☐ **Delete/Cancel Driver**

Department:	BUILDINGS & GROUNDS
Billing Address:	P.O BOX 1356 EDINBURG,TX
Fuel Card Manager:	ALMA R.YBARRA
	This person can not have use of the fuel card
Phone Number:	956-289-7851
County Email:	ALMA.YBARRA@CO.HIDALGO.CO.YX
Web user Name:	**Password:**
Hidalgo Co Acct Number:	8-1100-419-40-220-001-0-682
Requested By:	Daniel Flores
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No	Vehicle Description	VIN Number	*Purchasing Dept Only* *Card Number*

Driver ID/Pin List

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

	First Name	Last Name	Employee I.D. Number	*DBM Use Only verification*	*Purchasing Dept Use Only Date of Signed Fuel Policy & training*
1	RAUL	GONZALEZ	158909		
2	SAUL	RAMOS	149276		
3	EVARISTO	RODRIGUEZ	142123		
4	INMER	TEJADA	134732		
5	LEONEL	NAVARRO	152935		
6					
7					
8					
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AI-10300 **14.L.2.**

Consulting Services for Improvements and Construction of County Morgue or Autopsy Facility
CC REGULAR

Date: 07/28/2008
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Co. Wide

Information

CAPTION

A. Pursuant to a request from Hidalgo County Precinct No.1, presentation for discussion, consideration and approval to proceed to score, grade and evaluate the "pool of state and federal consultants" for the purposes of ranking by CC so as to negotiate and engage a consulting firm for the development of grants and proposals at the federal level for site improvements and construction of a County of Hidalgo Morgue; if applicable,

B. Discussion, consideration and action to establish and maintain the office of medical examiner pursuant to Article 49.25 of the Texas Code of Criminal Procedure.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Funding would need to be identified for the consulting services if contract is not negotiated on a contingency basis. If grants or such funding do not result in awards and/or short falls would require identification of budget sources.

Possible funding source(s) is G/F.

Attachments

Link: 10300

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/22/2008 04:01 PM	APRV
2	Budget & Management	Veronica Lopez	07/25/2008 08:20 AM	APRV
3	Ivan Cantu	Ivan Cantu	07/25/2008 09:03 AM	APRV
4	Auditor's Office		07/25/2008 09:32 AM	NEW
Form Started By: Nielda Cavazos			Started On: 07/22/2008 01:20 PM	

Final Approval Date: 07/25/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
QUALIFIED POOL ROSTER EFFECTIVE PERIOD: JUNE 17, 2008 THROUGH JUNE 16, 2009

DEPARTMENT NAME: HIDALGO COUNTY

Proposal Acceptance Date: MAY 21, 2008	**PROPOSAL ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF PROPOSAL/QUALIFICATION: Pool Of Professional Consultants To Seek Funding And Assistance Through State, Federal And Private Sector(s) And Other Sources

PROPOSAL/QUALIFICATIONS NO: 2008-103-05-21-VYG

RFP #	NAME OF COMPANY
#01	DOS LOGISTICS, INC.
#02	VAZALDUA & ASSOCIATES
#03	TUGGEY ROSENTHAL PAUERSTEIN SANDOLOSKI AGATHER LLP
#04	HOLLIS, RUTHEDGE AND ASSOCIATES
#05	
#06	
#07	
#08	
#09	
#10	

(d) Except as provided by Subsection (e), the office of the attorney general shall make a report submitted under Subsection (a)(2) available to any interested person who submits a written request for access to the report.

(e) The office of the attorney general may deny a person access to a report or a portion of a report filed under Subsection (a)(2) if the office determines that the report or a portion of the report is:

(1) privileged from discovery; or

(2) exempt from required public disclosure under Chapter 552, Government Code.

(f) This article does not relieve a superintendent or general manager of an institution of the duty of making any other notification or report of an individual's death as required by law.

(g) For the purposes of this article, the definition of "institution" excludes hospitals.

Added by Acts 2003, 78th Leg., ch. 894, Sec. 2, eff. Sept. 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 392, Sec. 1, eff. June 17, 2005.

SUBCHAPTER B. DUTIES PERFORMED BY MEDICAL[0] EXAMINERS[0]

Art. 49.25. MEDICAL[0] EXAMINERS[0].

Office authorized

Sec. 1. Subject to the provisions of this Act, the Commissioners Court of any county having a population of more than one million and not having a reputable medical[0] school as defined in Articles 4501 and 4503, Revised Civil Statutes of Texas, shall establish and maintain the office of medical[0] examiner[0], and the Commissioners Court of any county may establish and provide for the maintenance of the office of medical[0] examiner[0]. Population shall be according to the last preceding federal census[0].

Multi-county District; Joint Office

Sec. 1-a. (a) The commissioners courts of two or more counties may enter into an agreement to create a medical[0] examiners[0] district and to jointly operate and maintain the office of medical[0] examiner[0] of the district. The district must include the entire area of all counties involved. The counties within the district must, when taken together, form a continuous area.

(b) There may be only one medical[0] examiner[0] in a medical[0] examiners[0] district, although he may employ, within the district, necessary staff personnel. When a county becomes a part of a

medical[0] examiners[0] district, the effect is the same within the county as if the office of medical[0] examiner[0] had been established in that county alone. The district medical[0] examiner[0] has all the powers and duties within the district that a medical[0] examiner[0] who serves in a single county has within that county.

(c) The commissioners court of any county which has become a part of a medical[0] examiners[0] district may withdraw the county from the district, but twelve months' notice of withdrawal must be given to the commissioners courts of all other counties in the district.

Appointments and Qualifications

Sec. 2. The commissioners court shall appoint the medical[0] examiner[0], who shall serve at the pleasure of the commissioners court. No person shall be appointed medical[0] examiner[0] unless he is a physician licensed by the State Board of Medical[0] Examiners[0]. To the greatest extent possible, the medical[0] examiner[0] shall be appointed from persons having training and experience in pathology, toxicology, histology and other medico-legal sciences. The medical[0] examiner[0] shall devote so much of his time and energy as is necessary in the performance of the duties conferred by this Article.

Assistants

Sec. 3. The medical[0] examiner[0] may, subject to the approval of the commissioners court, employ such deputy examiners[0], scientific experts, trained technicians, officers and employees as may be necessary to the proper performance of the duties imposed by this Article upon the medical[0] examiner[0].

Salaries

Sec. 4. The commissioners court shall establish and pay the salaries and compensations of the medical[0] examiner[0] and his staff.

Offices

Sec. 5. The commissioners court shall provide the medical[0] examiner[0] and his staff with adequate office space and shall provide laboratory facilities or make arrangements for the use of existing laboratory facilities in the county, if so requested by the medical[0] examiner[0].

Death investigations

Sec. 6. (a) Any medical[0] examiner[0], or his duly authorized deputy, shall be authorized, and it shall be his duty, to hold inquests with or without a jury within his county, in the following cases:

1. When a person shall die within twenty-four hours after

admission to a hospital or institution or in prison or in jail;

2. When any person is killed; or from any cause dies an unnatural death, except under sentence of the law; or dies in the absence of one or more good witnesses;

3. When the body or a body part of a person is found, the cause or circumstances of death are unknown, and:

(A) the person is identified; or

(B) the person is unidentified;

4. When the circumstances of the death of any person are such as to lead to suspicion that he came to his death by unlawful means;

5. When any person commits suicide, or the circumstances of his death are such as to lead to suspicion that he committed suicide;

6. When a person dies without having been attended by a duly licensed and practicing physician, and the local health officer or registrar required to report the cause of death under Section 193.005, Health and Safety Code, does not know the cause of death. When the local health officer or registrar of vital statistics whose duty it is to certify the cause of death does not know the cause of death, he shall so notify the medical[0] examiner[0] of the county in which the death occurred and request an inquest;

7. When the person is a child who is younger than six years of age and the death is reported under Chapter 264, Family Code; and

8. When a person dies who has been attended immediately preceding his death by a duly licensed and practicing physician or physicians, and such physician or physicians are not certain as to the cause of death and are unable to certify with certainty the cause of death as required by Section 193.004, Health and Safety Code. In case of such uncertainty the attending physician or physicians, or the superintendent or general manager of the hospital or institution in which the deceased shall have died, shall so report to the medical[0] examiner[0] of the county in which the death occurred, and request an inquest.

(b) The inquests authorized and required by this Article shall be held by the medical[0] examiner[0] of the county in which the death occurred.

(c) In making such investigations and holding such inquests, the medical[0] examiner[0] or an authorized deputy may administer oaths and take affidavits. In the absence of next of kin or legal representatives of the deceased, the medical[0] examiner[0] or authorized deputy shall take charge of the body and all property found with it.

Organ Transplant Donors; Notice; Inquests

Sec. 6a. (a) When death occurs to an individual designated a prospective organ donor for transplantation by a licensed physician under circumstances requiring the medical[0] examiner[0] of the county in which death occurred, or the medical[0] examiner's[0] authorized deputy, to hold an inquest, the medical[0] examiner[0], or a member of his staff will be so notified by the administrative head of the facility in

which the transplantation is to be performed.

(b) When notified pursuant to Subsection (a) of this Section, the medical[0] examiner[0] or the medical[0] examiner's[0] deputy shall per an inquest on the deceased prospective organ donor.

Reports of Death

Sec. 7. (a) Any police officer, superintendent or general manager of an institution, physician, or private citizen who shall become aware of a death under any of the circumstances set out in Section 6(a) of this Article, shall immediately report such death to the office of the medical[0] examiner[0] or to the city or county police departments; any such report to a city or county police department shall be immediately transmitted to the office of the medical[0] examiner[0].

(b) A person investigating a death described by Subdivision 3(B) of Section 6(a) shall report the death to the missing children and missing persons information clearinghouse of the Department of Public Safety and the national crime information center not later than the 10th working day after the date the investigation began.

(c) A superintendent or general manager of an institution who reports a death under Subsection (a) must comply with the notice and reporting requirements of Article 49.24. The office of the attorney general has the same powers and duties provided the office under that article regarding the dissemination and investigation of the report.

Removal of Bodies

Sec. 8. When any death under circumstances set out in Section 6 shall have occurred, the body shall not be disturbed or removed from the position in which it is found by any person without authorization from the medical[0] examiner[0] or authorized deputy, except for the purpose of preserving such body from loss or destruction or maintaining the flow of traffic on a highway, railroad or airport.

Autopsy

Sec. 9. (a) If the cause of death shall be determined beyond a reasonable doubt as a result of the investigation, the medical[0] examiner[0] shall file a report thereof setting forth specifically the cause of death with the district attorney or criminal district attorney, or in a county in which there is no district attorney or criminal district attorney with the county attorney, of the county in which the death occurred. If in the opinion of the medical[0] examiner[0] an autopsy is necessary, or if such is requested by the district attorney or criminal district attorney, or county attorney where there is no district attorney or criminal district attorney, the autopsy shall be immediately performed by the medical[0] examiner[0]

or a duly authorized deputy. In those cases where a complete autopsy is deemed unnecessary by the medical[0] examiner[0] to ascertain the cause of death, the medical[0] examiner[0] may perform a limited autopsy involving the taking of blood samples or any other samples of body fluids, tissues or organs, in order to ascertain the cause of death or whether a crime has been committed. In the case of a body of a human being whose identity is unknown, the medical[0] examiner[0] may authorize such investigative and laboratory tests and processes as are required to determine its identity as well as the cause of death. In performing an autopsy the medical[0] examiner[0] or authorized deputy may use the facilities of any city or county hospital within the county or such other facilities as are made available. Upon completion of the autopsy, the medical[0] examiner[0] shall file a report setting forth the findings in detail with the office of the district attorney or criminal district attorney of the county, or if there is no district attorney or criminal district attorney, with the county attorney of the county.

(b) A medical[0] examination on an unidentified person shall include the following information to enable a timely and accurate identification of the person:

(1) all available fingerprints and palm prints;

(2) dental charts and radiographs (X-rays) of the person's teeth;

(3) frontal and lateral facial photographs with scale indicated;

(4) notation and photographs, with scale indicated, of a significant scar, mark, tattoo, or item of clothing or other personal effect found with or near the body;

(5) notation of antemortem medical[0] conditions;

(6) notation of observations pertinent to the estimation of time of death; and

(7) precise documentation of the location of burial of the remains.

(c) A medical[0] examination on an unidentified person may include the following information to enable a timely and accurate identification of the person:

(1) full body radiographs (X-rays); and

(2) hair specimens with roots.

Disinterments and Cremations

Sec. 10. When a body upon which an inquest ought to have been held has been interred, the medical[0] examiner[0] may cause it to be disinterred for the purpose of holding such inquest.

Before any body, upon which an inquest is authorized by the provisions of this Article, can be lawfully cremated, an autopsy shall be performed thereon as provided in this Article, or a certificate that no autopsy was necessary shall be furnished by the medical[0] examiner[0]. Before any dead body can be lawfully cremated, the owner or operator of the crematory shall demand and be furnished

with a certificate, signed by the medical[0] examiner[0] of the county in which the death occurred showing that an autopsy was performed on said body or that no autopsy thereon was necessary. It shall be the duty of the medical[0] examiner[0] to determine whether or not, from all the circumstances surrounding the death, an autopsy is necessary prior to issuing a certificate under the provisions of this section. No autopsy shall be required by the medical[0] examiner[0] as a prerequisite to cremation in case death is caused by the pestilential diseases of Asiatic cholera, bubonic plague, typhus fever, or smallpox. All certificates furnished to the owner or operator of a crematory by any medical[0] examiner[0], under the terms of this Article, shall be preserved by such owner or operator of such crematory for a period of two years from the date of the cremation of said body. A medical[0] examiner[0] is not required to perform an autopsy on the body of a deceased person whose death was caused by a communicable disease during a public health disaster.

Waiting Period Between Death and Cremation

Sec. 10a. The body of a deceased person shall not be cremated within 48 hours after the time of death as indicated on the regular death certificate, unless the death certificate indicates death was caused by the pestilential diseases of Asiatic cholera, bubonic plague, typhus fever, or smallpox, or unless the time requirement is waived in writing by the county medical[0] examiner[0] or, in counties not having a county medical[0] examiner[0], a justice of the peace. In a public health disaster, the commissioner of public health may designate other communicable diseases for which cremation within 48 hours of the time of death is authorized.

Disposal of Unidentified Body

Sec. 10b. If the body of a deceased person is unidentified, a person may not cremate or direct the cremation of the body under this article. If the body is buried, the investigating agency responsible for the burial shall record and maintain for not less than 10 years all information pertaining to the body and the location of burial.

Records

Sec. 11. The medical[0] examiner[0] shall keep full and complete records properly indexed, giving the name if known of every person whose death is investigated, the place where the body was found, the date, the cause and manner of death, and shall issue a death certificate. The full report and detailed findings of the autopsy, if any, shall be a part of the record. Copies of all records shall promptly be delivered to the proper district, county, or criminal district attorney in any case where further investigation is advisable. The records are subject to required public disclosure

in accordance with Chapter 552, Government Code, except that a photograph or x-ray of a body taken during an autopsy is excepted from required public disclosure in accordance with Chapter 552, Government Code, but is subject to disclosure:

(1) under a subpoena or authority of other law; or

(2) if the photograph or x-ray is of the body of a person who died while in the custody of law enforcement.

Transfer of Duties of Justice of Peace

Sec. 12. When the commissioners court of any county shall establish the office of medical[0] examiner[0], all powers and duties of justices of the peace in such county relating to the investigation of deaths and inquests shall vest in the office of the medical[0] examiner[0]. Any subsequent General Law pertaining to the duties of justices of the peace in death investigations and inquests shall apply to the medical[0] examiner[0] in such counties as to the extent not inconsistent with this Article, and all laws or parts of laws otherwise in conflict herewith are hereby declared to be inapplicable to this Article.

Use of Forensic Anthropologist

Sec. 13. On discovering the body or body part of a deceased person in the circumstances described by Subdivision 3(B) of Section 6(a), the medical[0] examiner[0] may request the aid of a forensic anthropologist in the examination of the body or body part. The forensic anthropologist must hold a doctoral degree in anthropology with an emphasis in physical anthropology. The forensic anthropologist shall attempt to establish whether the body or body part is of a human or animal, whether evidence of childbirth, injury, or disease exists, and the sex, race, age, stature, and physical anomalies of the body or body part. The forensic anthropologist may also attempt to establish the cause, manner, and time of death.

Penalty

Sec. 14. (a) A person commits an offense if the person knowingly violates this article.

(b) An offense under this section is a Class B misdemeanor.

Acts 1965, 59th Leg., vol. 2, p. 317, ch. 722. Amended by Acts 1969, 61st Leg., p. 1033, ch. 336, Sec. 1, eff. May 27, 1969; Acts 1969, 61st Leg., p. 1619, ch. 500, Sec. 1, eff. June 10, 1969; Acts 1971, 62nd Leg., p. 1165, ch. 270, Sec. 1, eff. Aug. 30, 1971; Acts 1975, 64th Leg., p. 1826, ch. 562, Sec. 1, eff. Sept. 1, 1975.

Sec. 6a amended by Acts 1989, 71st Leg., ch. 1205, Sec. 1, eff. June 16, 1989; Sec. 1 amended by Acts 1991, 72nd Leg., ch. 597, Sec. 58,

eff. Sept. 1, 1991; Sec. 6, subds. 6, 7 amended by Acts 1991, 72nd Leg., ch. 14, Sec. 284(66), (67), eff. Sept. 1, 1991; Sec. 10 amended by Acts 1991, 72nd Leg., ch. 14, Sec. 284(69), eff. Sept. 1, 1991; Sec. 6 amended by Acts 1995, 74th Leg., ch. 255, Sec. 5, eff. Sept. 1, 1995; amended by Acts 1995, 74th Leg., ch. 878, Sec. 4, eff. Sept. 1, 1995; Secs. 6, 7, 9 amended by and Sec. 10b added by Acts 1997, 75th Leg., ch. 656, Sec. 6, eff. Sept. 1, 1997; Sec. 13 added by Acts 1997, 75th Leg., ch. 656, Sec. 6, eff. Sept. 1, 1997; Sec. 14 renumbered from Sec. 13 and amended by Acts 1997, 75th Leg., ch. 656, Sec. 6, eff. Sept. 1, 1997; Sec. 11 amended by Acts 1999, 76th Leg., ch. 607, Sec. 2, eff. Sept. 1, 1999; Sec. 6(a) amended by Acts 2003, 78th Leg., ch. 826, Sec. 6, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1295, Sec. 6; Sec. 7(a) amended by Acts 2003, 78th Leg., ch. 894, Sec. 3, eff. Sept. 1, 2003; Sec. 7(c) added by Acts 2003, 78th Leg., ch. 894, Sec. 3, eff. Sept. 1, 2003; Secs. 10, 10a amended by Acts 2003, 78th Leg., ch. 198, Sec. 2.191, eff. Sept. 1, 2003; Sec. 13 amended by Acts 2003, 78th Leg., ch. 826, Sec. 7, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1295, Sec. 7, eff. Sept. 1, 2003.

[Go To Last Hit][Go To Top of Document]

AI-10269 **14.M.1.**

Envelopes Including Printing for Tax Roll Statements for the Year 2008 to the Edinburg Post Office

CC REGULAR

Date: 07/28/2008
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Olga Montero
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Tax Office

Information

CAPTION

Requesting authority to advertise request for sealed bids with approval of procurement packet (i.e. specifications and draft contract document) as attached hereto for: "Envelopes Including Printing for Tax Roll Statements for the Year 2008 to the Edinburg Post Office". Bid No. 2008-259.

BACKGROUND

See attached draft specs and draft contract
Proposed Ad dates are pending.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-15-140-001-0-550
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 7-25-08 $10,236.60.

Attachments

Link: draft contract
Link: draft specs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/22/2008 03:56 PM	APRV
2	Budget & Management	Veronica Lopez	07/25/2008 08:14 AM	APRV
3	Ivan Cantu	Ivan Cantu	07/25/2008 08:24 AM	APRV
4	Auditor's Office		07/25/2008 09:32 AM	NEW

Form Started By: Olga Montero Started On: 07/21/2008 01:41 PM

Final Approval Date: 07/25/2008

DRAFT

REQUIREMENTS AGREEMENT
C-08-000-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of_____, **2008** by and between_____ a Corporation ("Seller") and **Hidalgo County Tax Assessor/ Collector, in Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **Hidalgo County Tax Assessor Collector - Envelopes Including Printing of Tax Roll Statements for the Year 2008 to the Edinburg Post Office** , 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 an 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 that Buyer may require for use by Buyer in **"Envelopes Including Printing of Tax Roll Statements for the Year 2007 to the Edinburg Post Office"** buyer will deliver computer records to seller containing the data from which the statements are to be run. Seller will complete all printing, folding, sorting and mailing service hereunder on or before two (2) weeks or less turnaround time upon receipt of data tapes information from Buyer 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
100 E. Cano, 2nd Floor
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. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with 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.

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:

DRAFT

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

DRAFT

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr.,County Clerk

By:_____

Printed Name:_____
Title:_____

Approved on Commissioners' Court_____

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

By:_____

EXHIBIT "A"

DRAFT

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR
"ENVELOPES INCLUDING PRINTING FOR TAX ROLLS STATEMENTS"
BID No: 2008-259-00-00-otm

The County of Hidalgo is seeking bids to supply Hidalgo County Tax Assessor/Collector's office with a bid on the following items:

Item I:	Approximately 275,000 Printed Regular #9 Envelopes
Item II:	Approximately 275,000 Printed Window # 10 Envelopes Permit #44
Item III:	Approximately 3,000 #28 Brown Kraft Wove Booklet Envelopes-Blank
Item IV:	Approximately 7,000 #28 White Wove Window Booklet Envelopes
Item V:	Approximately 3,000 #28 White Wove Window Booklet Envelopes Permit #44

All bids must be routed to: Martha L. Salazar, CPPB/Purchasing Agent, at 2812 S. Business Hwy 281- Hidalgo County New Administration Building., Edinburg, Texas 78539. Written questions will be accepted via facsimile no later than Wednesday, _____ at 5:00 p.m. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, _____, 2007. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

Only Bids that include the five (5) items will be considered.

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS AND CONDITIONS

ITEM I. APPROXIMATELY 275,000 PRINTED REGULAR # 9 ENVELOPES

a. Size: 3.7/8" x 8.7/8" (10 x 22.1/2 cm) **SAMPLE ENCLOSED**
b. Printing Bar code conforms to all U.S. Postal Service Regulations for Automation Mailing Discounts.
c. Printed on 24 lb. white paper in black ink
d. Print selected messages in English on both sides as specified by Tax Office
e. Printed on front side specified by Tax Office as follows:

Printing: Black
Lettering: All Caps
Center: 3 inches to the right of the envelope
ARMANDO BARRERA JR. RTA
TAX ASSESSOR/COLLECTOR
P.O. BOX 4290
EDINBURG, TEXAS 78540-4290
**Please include all bar codes located on the front of the envelope.
Postage Area: **Postage Required Post Office will not deliver without proper Postage**

DRAFT

SPECIFICATIONS

ITEM II. **APPROXIMATELY 275,000 PRINTED WINDOW # 10 ENVELOPES PERMIT #44**

a. Size: 4.1/8" 9.1/2" (10.1/2 x 24 cm) **SAMPLE ENCLOSED**

b. Printed on 24 lb. white paper in black ink

c. **Permit No. 44**

Printing: Black

Top Left Corner: The County of Hidalgo *Texas* Logo will be placed 1/8 inch to the right of the envelope

Return Label: All Lettering Caps

ARMANDO BARRERA JR. RTA
TAX ASSESSOR/COLLECTOR
P.O. BOX 178
EDINBURG, TEXAS 78540-0178

** 1/12 below return label**

ADDRESS SERVICE REQUESTED

Window Envelope: 1 inch from the left of the envelope
The window is 4.1/2 inches in length and 1 inch in width

Postage: Pre-Printed Postage
PRESORT
FIRST-CLASS MAIL
U.S. POSTAGE PAID
EDINBURG, TEXAS 78540
PERMIT NO. 44

ITEM III. **APPROXIMATELY 3,000 #28 BROWN KRAFT WOVE BOOKLET ENVELOPES-BLANK**

a. Size: 12 x 15 booklet envelope **(SAMPLE ENCLOSED)**

b. Moistenable flap

c. Print return address: Black ink

d. Lettering: All Caps

ARMANDO BARRERA JR., RTA
ASSR/COLL HIDALGO COUNTY
P.O. BOX 178
EDINBURG, TEXAS 78540-0178

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ITEM IV. **APPROXIMATELY 7,000 #28 WHITE WOVE SPECIAL WINDOW BOOKLET ENVELOPES**

a. Size: 8 7/8 x 11 7/6 window booklet envelope

b. Window size 3.75" x 1 3/8"

c. 3/4" from left

d. 2.5" from top

e. moisten flap

f. Print return address: Black ink

g. Lettering: All Caps

ARMANDO BARRERA JR., RTA
ASSR/COLL HIDALGO COUNTY
P.O. BOX 178
EDINBURG, TEXAS 78540-0178

ITEM V. **APPROXIMATELY 3,000 #28 WHITE WOVE SPECIAL WINDOW BOOKLET ENVELOPES PERMIT #44 (SAMPLE ENCLOSED)**

a. Size: 8 7/8 x 11 7/6 window booklet envelope

b. Window size 3.75" x 1 3/8"

c. 3/4" from left

d. 2.5" from top

e. moisten flap

f. Print return address: Black ink

g. Lettering: All Caps

ARMANDO BARRERA JR., RTA
ASSR/COLL HIDALGO COUNTY
P.O. BOX 178
EDINBURG, TEXAS 78540-0178

TERMS AND CONDITIONS

DRAFT

1. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

2. Hidalgo County reserves the right to accept or reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most valuable to the County.

3. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

4. **Bidder(s) commitment to deliver order by no later than October 06, 2008.**

5. Include shipping and handling fees (freight cost) for the delivering of the envelopes to the awarded Tax Rolls Statements vendor;_____-(will insert awarded vendors name once it gets approved thru Comm. Crt).

EXHIBIT "B"

BID PAGE

DRAFT

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR
"ENVELOPES INCLUDING PRINTING FOR TAX ROLLS STATEMENTS"
BID No: 08-259-00-00-otm
Bid Opening Date: _____, 2008 at 9:30 AM

		FORMAL BID PER M (1000)
ITEM I:	Approx. 275,000 Printed Regular #9 Envelopes	_____
ITEM II:	Approx. 275,000 Printed Window #10 Envelopes Permit #44	_____
ITEM III:	Approx. 3,000 #28 Brown Kraft Wove Booklet Envelopes - Blank	_____
ITEM IV:	Approx. 7,000 #28 White Wove Window Booklet Envelopes	_____
ITEM V.	Approx. 3,000 #28 White Wove Window Booklet Envelopes Permit #44	_____
REGULAR FREIGHT COST TO AWARDED VENDOR:		_____
GRAND TOTAL		_____

COMMITMENT TO DELIVER: BY NO LATER THAN October 06, 2008 **Yes** ✓ **No** ____

BIDDER/COMPANY NAME:_____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER:_____ **FAX NUMBER:**_____

AUTHORIZED SIGNATURE: _____

PRINTED NAME:_____

TITLE: _____ **DATE:**_____

AI-10289 **14.M.2.**

Printing of Tax Rolls, Folding, Inserting, Pre-Sorting and Delivering of New Tax Statements for the Year 2008 to the Edinburg Post Office

CC REGULAR

Date: 07/28/2008
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Tax Office

Information

CAPTION

Requesting authority to advertise request for sealed bids with approval of procurement packet (i.e. specifications and draft contract document) as attached hereto for: "Printing of Tax Rolls, Folding, Inserting, Pre-Sorting and Delivering of New Tax Statements for the Year 2008 to the Edinburg Post Office". Bid No. 2008-256-08-20

BACKGROUND

see attached specifications and draft contract
Proposed Schedule of Events:
1st advertisement: August 02, 2008
2nd advertiseemnt: August 09, 2008
Bid Opening Date: AUgust 20, 2008

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-15-140-001-0-350
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 7-25-08 $27,123.51.

Attachments

Link: memo dept approval
Link: draft contract
Link: draft specs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/22/2008 03:57 PM	APRV
2	Budget & Management	Veronica Lopez	07/25/2008 08:17 AM	APRV
3	Ivan Cantu	Ivan Cantu	07/25/2008 08:38 AM	APRV
4	Auditor's Office		07/25/2008 09:32 AM	NEW
Form Started By: Olga Montero			Started On: 07/22/2008 11:23 AM	

Final Approval Date: 07/25/2008

PURCHASING DEPARTMENT
County Of Hidalgo

RECEIVED BY HIDALGO COUNTY PURCHASING DEPARTMENT
By
Time 5:53 7/1/08

MEMORANDUM

TO: Hon. Armando Barrera, Jr.-RTA
Hidalgo County Tax-Assessor-Collector
Attn: Paul Villarreal, Jr.-RTA

FROM: Olga T. Montero, Buyer
Hidalgo County Purchasing Department

DATE: July 01, 2008

RE: Approval or Disapproval of Specifications for:
Bid No. 2008-256-00-00-otm- Hidalgo County Tax-Assessor-Collector
"Printing of Tax Roll Statements for the Year 2008 to the Edinburg Post Office"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking approve or disapprove and signing below. If your answer is **DISAPPROVE,** please make any modifications necessary to the specifications and **return** to designated Buyer at the Purchasing Department as soon as possible so we can place this item on the next regular scheduled Commissioners' Court Agenda for approval of specifications with authority to advertise.

☐**APPROVE** ☐**DISAPPROVE**

Hidalgo County Tax-Assessor-Collector
Authorized Signature

7/11/08
Date

ACCOUNT NUMBER(S): 8-1100-415·15·140·001·0·350

DRAFT

REQUIREMENTS AGREEMENT
C-08-000-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____ , **2008** by and between_____. a Corporation ("Seller") and **Hidalgo County Tax Assessor/ Collector, in Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **Hidalgo County Tax Office - Printing Tax Rolls, Folding, Inserting, Pre-Sorting and Delivering of Tax Statements for the year of 2008 to the Edinburg Post Office** , 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 an 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 that Buyer may require for use by Buyer in **"Printing Tax Rolls, Folding, Inserting, Pre-Sorting and Delivering of Tax Statements for the year of 2007 to the Edinburg Post Office"** Buyer will deliver computer records to Seller containing the data from which the statements are to be run. Seller will complete all printing, folding, sorting and mailing service hereunder on or before three (3) weeks or less turnaround time upon receipt of data tapes information from Buyer 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
100 E. Cano, 2nd Floor
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.

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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. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with 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.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

DRAFT

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By:_____
Juan D. Salinas, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

By:_____

Printed Name:_____
Title:_____

Approved on Commissioners' Court_____

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

By:_____

EXHIBIT "A"

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR
"PRINTING TAX ROLLS, FOLDING, INSERTING, PRE-SORTING AND DELIVERING
OF NEW TAX STATEMENTS FOR THE
YEAR OF 2008 TO THE EDINBURG POST OFFICE"
BID NO: 2008-256-00-00-otm
Bid Opening Date: _____, 2008 at 9:30 AM

DRAFT

The County of Hidalgo is seeking bids to supply Hidalgo County Tax Assessor/Collector's office with a bid on the following items:

Item I: Approximately 350,000 1-Part Laser Printed Tax Statements
Item II: Approximately 100,000 Laser Printed Tax Roll Pages
Item III: Folding, Inserting, Pre-Sorting, and Delivering of Tax Statements (Item I) to Edinburg Post Office.

All bids must be routed to: Martha L. Salazar, CPPB/Purchasing Agent, at 2812 S. Hwy 281- New Administration Building., Edinburg, Texas 78539. Written Questions will be accepted via facsimile no later than Wednesday, _____, 2008 at 5:00 p.m. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, _____, 2008. Telephone inquiries will not be accepted.

Only Bids that include the three (3) items will be considered. Bids should be in a cost per piece format based on the number of items listed above.

Specifications, Requirements and other Terms and Conditions

ITEM I. APPROXIMATELY 350,000 1-PART LASER PRINTED TAX STATEMENTS

1. Size: 8 ½" x 14" printed on two-sides.
2. Perforated for return payment stub (horizontal).
3. Laser printed on 20 lb. color paper in black ink.
4. Statement must be designed for the collection of taxes two-sides for multiple entities.
5. Statement must be designed to be mailed in a special window envelope provided by the Tax Office.
6. Printing on statement must conform to all U.S. Postal Service regulations for Automation Mailing Discounts. On August 1, 2007 the U.S.P.S. will adopt the new "Delivery Point Validation" (DPV) standards as it relates to this bid. The C.A.S.S. (Coding Accuracy Support System) Certification is provided by the Hidalgo County Appraisal District and the certified data will be loaded to our ACT software program and it will comply with U.S.P.S. Standards.
7. Provide (Delivery Point Barcode) on statement address to comply with U.S. Postal Service regulations.
8. All tax information for the statements must be extracted from print image magnetic tapes provided by Hidalgo County **(4MM dds3 or 8MM 112 Tape or FTP Availability)**.
9. Print selected information in **Bar Code / OCR** in compliance with Tax Office and ACT Software requirements.
10. Print selected messages in English and Spanish.
11. Printed in zip code order and alphabetical order within the zip code.
12. **Statements must be printed in color paper.**
13. **Need PDF files of statements broken down by 600mb CDs. The PDF files need to be full tex searchable.**

Con't

EXHIBIT "A"

S P E C I F I C A T I O N S

DRAFT

ITEM II. APPROXIMATELY 100,000 LASER PRINTED TAX ROLL PAGES

1. Laser printed on # 24 white paper.
2. Printed on 8 ½" x 11" per sheet front and back (loose sheets), **(Do Not Bind)**
3. All information for tax roll must be extracted from print image magnetic tapes provided by the Hidalgo County Tax Office. **(4MM dds3 or 8MM 112 Tape or FTP).**
4. Tax roll must be printed as specified by Tax Office.
5. Need PDF files of tax rolls broken down by 600mb CDs. The PDF files need to be full text searchable.

ITEM III. FOLDING, INSERTING, PRE-SORTING, AND DELIVERING OF TAX STATEMENT FOR THE YEAR 2008 (ITEM I) TO EDINBURG POST OFFICE

1. Statements must be folded and inserted into a special window envelope, provided by the Tax Office so that name, address and Delivery Point Barcode is visible and in compliance with U. S. Postal Service specifications for automated processing.

2. Statement (s) insert, and a #9 return envelope will be inserted into a special window Permit envelope. Envelopes will be provided by the Tax Office.

3. Statements must be sorted and packaged in a manner that will minimize the cost of mailing. Sort statements in singles, doubles, triples or more to take advantage of Post Office discounts. All statements with the same owner and address must be consolidated and mailed in a single envelope or package. Mail must be pre-sorted in a manner to take advantage of all discounts offered by the U.S. Postal Service.

4. **Tapes** or **FTP** File and Printing Instructions:

TAX STATEMENTS		**Printed**	
		Tapes	**Copies**
Non-Mortgage accounts	(Zip, Alpha)----------	1	1
Mortgage accounts	(Zip, Alpha)----------	1	1
Mortgage accounts	(Mort, X-Ref)----------	1	1

TO BE MAILED BY TAX OFFICE

(APPROXIMATELY 35,000 MORTGAGE ACCOUNTS AND 35,000 CUSTOMER COPY FOR A TOTAL OF 70,000)

EXHIBIT "A"

S P E C I F I C A T I O N S

DRAFT

TAX ROLLS

Real Property Tax Roll		(X-Ref)----------		1	1
Personal Property		(X-Ref)----------		1	1
Mineral		(X-Ref)----------		1	1
SEB-All	Properties	(X-Ref)	ACT # 41 ----------	1	1
SEE-All	Properties	(X-Ref)	ACT # 42 ----------	1	1
SPA-All	Properties	(X-Ref)	ACT # 43 ----------	1	1
SLV-All	Properties	(X-Ref)	ACT # 44 ----------	1	1
SMA-All	Properties	(X-Ref)	ACT # 45 ----------	1	1
SMC-All	Properties	(X-Ref)	ACT # 46 ----------	1	1
SML-All	Properties	(X-Ref)	ACT # 47 ----------	1	1
SMS-All	Properties	(X-Ref)	ACT # 48 ----------	1	1
SLJ-All	Properties	(X-Ref)	ACT # 49----------	1	1
SPR-All	Properties	(X-Ref)	ACT # 50 ----------	1	1
SSL-All	Properties	(X-Ref)	ACT # 51 ----------	1	1
SVV-All	Properties	(X-Ref)	ACT # 52 ----------	1	1
SWL-All	Properties	(X-Ref)	ACT # 53 ----------	1	1
CAN-All	Properties	(X-Ref)	ACT # 21 ----------	1	1
CED-All	Properties	(X-Ref)	ACT # 24 ----------	1	1
CGR-All	Properties	(X-Ref)	ACT# 25 ----------	1	1
CLV-All	Properties	(X-Ref)	ACT # 26 ----------	1	1
CMC-All	Properties	(X-Ref)	ACT # 28 ----------	1	1
CMS-All	Properties	(X-Ref)	ACT # 32 ----------	1	1
CPN-All	Properties	(X-Ref)	ACT # 34 ----------	1	1
CLJ-All	Properties	(X-Ref)	ACT # 35 ----------	1	1
CPO-All	Properties	(X-Ref)	ACT # 36 ----------	1	1
CSJ-All	Properties	(X-Ref)	ACT # 37 ----------	1	1
CSV-All	Properties	(X-Ref)	ACT # 39 ----------	1	1
CWL-All	Properties	(X-Ref)	ACT # 40 ----------	1	1

5. Upon completion of above mentioned processes, Tax Office Personnel will inspect the statements and authorization from **Mr. Armando Barrera, Jr., Tax Assessor-Collector** must be obtained in order to release the statements for mailing. Statements must be delivered to the Edinburg, Texas Post Office for mailing. Tax Rolls will be delivered to 2804 S. Hwy 281, Edinburg, Texas.

TERMS AND CONDITIONS:

1. Two weeks or less turnaround time upon receipt of data tapes or FTP files. **May be extended if delay is caused by the Hidalgo County Tax Office or for good cause, to be determined by Hidalgo County Tax Assessor-Collector.**

2. Vendors must provide samples of proposed items for approval prior to printing.

3. **Bid amount must include materials, conversion of data tapes, or FTP File printing, delivery, and all other related costs.**

4. Postage will be responsibility of the Tax Office (Permit 44, Edinburg Post Office).

DRAFT

5. **A sample of the Tax Statement, Tax Roll, Return Envelope, and the Window Envelope is provided for your review.**

6. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

7. Hidalgo County reserves the right to accept or reject all or any part of all bids, to waive all technicalities and to accept the lowest responsive responsible bid.

8. **Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.**

EXHIBIT "B"

BID PAGE

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HIDALGO COUNTY TAX ASSESSOR/COLLECTOR
"PRINTING TAX ROLLS, FOLDING, INSERTING, PRE-SORTING AND DELIVERING OF NEW TAX STATEMENTS FOR THE YEAR OF 2008 TO THE EDINBURG POST OFFICE"
BID No: 2008-256-00-00-otm
Bid Opening Date: _____, 2008 at 9:30 AM

		FORMAL BID:
ITEM I:	APPROXIMATELY 350,000 1-PART LASER PRINTED TAX STATEMENTS	_____
ITEM II:	APPROXIMATELY 100,000 LASER PRINTED TAX ROLL PAGES	_____
ITEM III:	FOLDING, INSERTING , PRE-SORTING AND DELIVERING OF TAX STATEMENTS (ITEM I) TO EDINBURG POST OFFICE	_____
	TOTAL BID PRICE:	_____

BIDDER/COMPANY NAME:_____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER:_____ **FAX NUMBER:**_____

AUTHORIZED SIGNATURE: _____

PRINTED NAME:_____

TITLE: _____ **DATE:**_____

AI-10164 **14.N.1.**

Buildings & Grounds-"Carpentry, Construction & Building Supplies & Materials"

CC REGULAR

Date: 07/28/2008
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Requesting authority to advertise request for sealed bids with approval of procurement packet (i.e. draft specifications and draft contract document) as attached hereto to "Hidalgo County Buildings & Grounds - Carpentry, Construction, and Building Supplies & Materials" (Bid No. 2008-201)

BACKGROUND

See attached draft specifications and draft contract.
Proposed Schedule of Events:
1st advertisement: August 02, 2008
2nd advertisement: August 09, 2008
Bid Opening Date: August 20, 2008

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-419-40-220-001-0-671
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $39,660.73 as of 7/25/08.

Attachments

Link: draft specs
Link: contract draft 08.201
Link: dept draft spec approval

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/22/2008 03:56 PM	APRV
2	Budget & Management	Veronica Lopez	07/25/2008 08:13 AM	APRV
3	Dale Kennan	Dale Kennan	07/25/2008 08:29 AM	APRV
4	Auditor's Office		07/25/2008 09:32 AM	NEW

Form Started By: Yvette Islas

Started On: 07/15/2008 11:35 AM

Final Approval Date: 07/25/2008

EXHIBIT "A"

HIDALGO COUNTY BUILDING AND GROUNDS
"Carpentry, Construction & Building Supplies & Materials"
RFB No.: 08-201-00-00-YSI

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

General Requirements:

The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "Carpentry, Construction & Building Supplies & Materials" including, but not limited to the following:

Terms Conditions & Requirements:

1. Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation when ever it is in the County's best interest to do so.

2. Hidalgo County reserves the right to award to one (1) or multiple vendors.

3. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

4. All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.

5. 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 shall be passed onto Hidalgo County.

6. Vendor(s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

7. Term of contract is for one (1) year period with County's option to extend the contract for an additional one (1) year under the same rates terms and conditions.

8. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforseen delay in the award of a new bid for next contract term.

9. BID PAGE - Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

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:

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1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five

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percent (25%) of the original contract price during the contract term.

Additional Conditions & Requirements:

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, 2812 South Business Highway 281, Edinburg, Texas 78539. ***Telephone calls will not be accepted!*** All written inquiries will be accepted via facsimile no later than, Wednesday, **Month day, 2008, 5:00 pm.** Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, **Month day, 2008, 5:00 pm.**

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1.) Plywood birch, oak, ash, mahogany ½", ¾", ¼"
2.) # 16 nails
3.) # 16 galvanize
4.) Wedge anchors ½", 3/8", ¼"
5.) Wood chimes
6.) Solid wood boards 1"x2"x10", 12', 14'
7.) ½" sheath plywood
8.) Sal blades 7 ¼", 12" (fine, course)
9.) Wood/Bimetal Sawsall blades (DeWalt, Milwaukee)
10.) Rough/Fine Sandpaper (60-120 Grid)
11.) Wood Glue
12.) Water/Oil base paint interior & exterior (gloss/semi-gloss)
13.) Drywall 3/8", ½"
14.) Drywall screws 1", 1 ¼", 1 1/2", 2", 3"
    14a.) Self tapping screws 1", 1 ¼", 1 ½", 2", 3"
15.) Formica (lifetime)
16.) Vct tile 12x12 / 10x10 (assorted sizes, colors)
17.) Tile cement
18.) Sheet metal screws (assorted sizes)
19.) Fine sand
20.) Galvanize unidtrut channel
21.) Galvanize corrugated panel
22.) Aluminum corrugated panel
23.) Cabinet door latches (assorted styles)
24.) Galvanize pipe 1", 2", 2 ½", 3"
25.) Commercial interior/exterior doorknobs (closet, hall, entry, ADA)
26.) Varnish stain paint
27.) Boards, regular & treated 2"x 4"x 8'
    2"x 10"x 8' (pre cuts)
    2"x 12"x 8' (pre cuts)
    2"x 14"x 8' (pre cuts)
    2"x 16"x 8' (pre cuts)
28.) Solid boards 1"x4' x10', 12', 14'
29.) Siding plywood
30.) Spade drill bits
31.) Jigsaw blades
32.) Rough sandpaper
33.) Wood screws (#8) ¼"-1", (#10) ¼"-1", (#12) ¼"-1"
34.) Wood crown molding
35.) Ceramic tile
36.) Tile grout
37.) Concrete Ready Mix
38.) Rebar #4, #2, #8, #6
39.) Asphalt patch mix
40.) Galvanize strut straps
41.) Plastic corrugated panel
42.) Door latches (cabinet conventional doors)

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43.) Kick plates for doors
44.) Finish nails #3, #4, #6, #8
45.) Ceiling tile 942
46.) Wall angles ¾"
47.) Main angles
48.) Cross tees 4"
49.) Router bit sets (various sizes)
50.) Router bit-carbide tipped
51.) Gloves
52.) Router bit-¼ shank 1.3/8 cut Dia. carbide tipped-1" cut dept
53.) Router bit-½", 12.7mm 1.7/16 depth carbide tipped

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REQUIREMENTS AGREEMENT
C-08-000-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____ **2008** by and between_____**a** _____("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **" Carpentry and Construction Materials Supplies"**, as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of **one year**; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in Buildings and Grounds projects for a period of one year from the effective date of this Agreement, 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, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. 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

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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
100 E. Cano, 2nd Floor
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

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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. This Agreement may be terminated by either party without cause upon thirty(30) days written notice.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standardsof Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shallbe 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 withany 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 proceedingor application, request for ruling, determination, claimor controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalfof a subcontractor under a contract to the prime contractor

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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

By:_____

ATTEST:

_____

_____

By:_____

Printed Name:_____

Title:_____

Approved on Commissioners' Court_____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

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PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: ~~Javier Carreon~~ Daniel Flores
Buildings & Grounds

FROM: Yvette Islas, Buyer
Purchasing Department

DATE: July 10, 2008

RE: Approval of DRAFT specifications for: RFB No. 08-201-00-00-YSI
"CARPENTRY & CONSTRUCTION SUPPLIES & MATERIALS"

Please review the attached draft specifications for your department for the above referenced project. Please sign off to indicate your approval, disapproval, or add information if needed to these draft specifications and remit your response to the Purchasing Department no later than **Tuesday, July 15, 2008.**
Should you have any questions, please do not hesitate to call me at (956) 318-2626.
Thank you for your assistance.

_____ APPROVAL OF SPECIFICATIONS

_____ DISSAPPROVAL OF SPECIFICATIONS

8-1100-419-40-220-001-0-671 BUDGET ACCOUNT #

Add additional information to the bid packet: Item 14A. Self Tapping

_____

_____

_____

_____

AUTHORIZED SIGNATURE	PRINTED NAME	DATE
	Daniel Flores	July 15, 2007

Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612 or via e-mail: yvette.islas@co.hidalgo.tx.us

AI-10299 **15.A.**

Interdepartmental Transfer- Salaries & Fringes for Temp Position CC REGULAR

Date: 07/28/2008
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Constable Precinct No. 2
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer from Co. Wide Administration- Contingency to Constable Precinct No. 2 (1100) in the amount of $20,715.24.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Avaialble funds as of 07/21/2008. rc

FISCAL YEAR: **ACCT. #:** 8-1100-421-00-292-001-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From County Wide Admin.-Contingency to various objects (salary & fringes) within Constable PCT.2, in the total amount of $20,715.24. Funding available for transfer as of 7/22/08.

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/22/2008 01:17 PM	APRV
2	Dale Kennan	Dale Kennan	07/22/2008 01:28 PM	APRV
3	Auditor's Office		07/25/2008 09:32 AM	NEW
Form Started By: Rosie Cantu			Started On: 07/22/2008 12:07 PM	
Final Approval Date: 07/25/2008				

BUDGET INTERDEPARTMENTAL TRANSFER

DATE: May 30, 2008

AI-10299

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR CONSTABLE PCT NO. 2

ACCOUNT NUMBER: 8-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: ROSIE CANTU **TELEPHONE NO.** (956) 292-7025

SUBJECT: Interdepartmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental Transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-415-00-115-002-0- 899	CO WIDE ADM-CONTINGENCY	(20,715.24)
TO		
8-1100-421-00-292-001-0- 121	CONSTABLE PCT.2-TEMP F/T	18,379.24
8-1100-421-00-292-001-0- 220	CONSTABLE PCT.2-FICA	1,406.01
8-1100-421-00-292-001-0- 250	CONSTABLE PCT.2-UNEMPLOYMENT COMP	91.90
8-1100-421-00-292-001-0- 260	CONSTABLE PCT.2-WORKERS COMP	838.09
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: INTERDEPARTMENTAL TO FUND THE SALARIES AND FRINGES FOR NEW TEMPORARY POSITION APPROVED BY CC ON 06/03/2008. (AI 9589/ 12.A)

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-10319 **15.B.**

Interdepartmental Transfer - TxDOT Projects
CC REGULAR

Date: 07/28/2008
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer (1315) from TxDOT Project - Mile 6 West (039) to TxDOT Project - Mile 2 West (040) in the amount of $156,097.94.

BACKGROUND

Fiscal Impact

Attachments

Link: transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	07/25/2008 09:13 AM	APRV
2	Damaris San Miguel		07/25/2008 09:32 AM	NEW
Form Started By: Sergio Cruz			Started On: 07/25/2008 08:48 AM	
Final Approval Date: 07/25/2008				

DATE: July 28, 2008

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT
FOR PRECINCT 1 - TXDOT PROJECTS

SUBJECT: Inter-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1315-431-00-121-039-0- 731	TXDOT PRJ-MILE 6 WEST-ROADS	(156,097.94)
TO		
8-1315-431-00-121-040-0- 731	TXDOT PRJ-MILE 2 WEST- MILE12-US83-ROADS	146,097.94
8-1315-431-00-121-040-0- 711	TXDOT PRJ-MILE 2 WEST- MILE12-US83-ROW	10,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: TO FUND INVOICE PAYMENTS APPROVED BY COMMISSIONERS' COURT ON JULY 22, 2008.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-10287 **16.D.**

closed session

CC REGULAR

Date: 07/28/2008

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Closed Session

Information

CAPTION

Cause No.: C-1529-08-I; Malcolm G. Dyer vs Hidalgo County, Texas and Texas Department of Transportation

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/22/2008 01:16 PM	APRV
2	Auditor's Office		07/25/2008 09:32 AM	NEW
Form Started By: Monica Badillo			Started On: 07/22/2008 11:19 AM	
Final Approval Date: 07/25/2008				

AI-10275 **16.E.**

Claim of Rodolfo Castillo
CC REGULAR

Date: 07/28/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Claim of Rodolfo Castillo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/22/2008 08:16 AM	APRV
2	Auditor's Office		07/25/2008 09:32 AM	NEW
Form Started By: Norma Silva			Started On: 07/21/2008 04:54 PM	
Final Approval Date: 07/25/2008				

AI-10288 **17.D.**

Open Session

CC REGULAR

Date: 07/28/2008

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Open Session

Information

CAPTION

Cause No.: C-1529-08-I; Malcolm G. Dyer vs Hidalgo County, Texas and Texas Department of Transportation

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/22/2008 01:16 PM	APRV
2	Auditor's Office		07/25/2008 09:32 AM	NEW
Form Started By: Monica Badillo			Started On: 07/22/2008 11:20 AM	
Final Approval Date: 07/25/2008				

AI-10276 **17.E.**

Claim of Rodolfo Castillo
CC REGULAR

Date: 07/28/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Claim of Rodolfo Castillo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/22/2008 08:16 AM	APRV
2	Auditor's Office		07/25/2008 09:32 AM	NEW
Form Started By: Norma Silva			Started On: 07/21/2008 04:55 PM	
Final Approval Date: 07/25/2008				