AI-15028 **6.B.1.**

Settlement Check on Auto Accident-P1

CC REGULAR

Date:	04/21/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	Comm. Court Executive Office **Purchasing only:** Safety Division

Information

CAPTION

Approval to accept settlement check from Bristol West Insurance Group in the amount of $213.47 for an auto accident with County vehicle. (Pct.1)

BACKGROUND

DOL: 03/12/09
Auto Accident
Acct #: 9-1100-360-00-000-05-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/15/2009 11:22 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	04/16/2009 08:58 AM	APRV
3	Auditor's Office		04/17/2009 05:08 PM	NEW
Form Started By: Aida Alvarez			Started On: 04/15/2009 09:56 AM	
Final Approval Date: 04/17/2009				

AI-15015 **7.B.**

Health Division - FY09 Bioterrorism Discretionary Fund Grant Contract

CC REGULAR

Date: 04/21/2009
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: Health & Human Services Dept.

Information

CAPTION

1. Approval to accept the attached Bioterrorism Discretionary Fund Grant Contract #2009-031071, Attachment #001, in the amount of $194,741.00 for the period 6/1/2009 to 11/30/2009.
2. Approval of Certification of Revenues as certified by the County Auditor for the Bioterrorism Discretionary Fund Grant.
3. Approval of appropriation of funds in the amount of $194,741.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1293-441-00-340-040-9-XXX

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

BUDGETARY IMPACT:

Appropriation of funds for the Bioterrorism Discretionary Fund Grant in the amount of $194,741.00

Revenue account# 9-1293-331-10-340-040-9-000

Attachments

Link: Bio Desc Contract
Link: certification letter
Link: Budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/14/2009 04:11 PM	APRV
2	Manuel Chapa	Manuel Chapa	04/17/2009 10:10 AM	APRV
3	Auditor's Office	Angela Garcia	04/17/2009 05:08 PM	APRV

Form Started By: Dan Beltran — Started On: 04/14/2009 03:51 PM

Final Approval Date: 04/17/2009

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number **2009-031071** (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** (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 **$194,741.00,** 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 **06/01/2009** and ends on **11/30/2009**. 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:

      2009-031071-001 Community Preparedness Section/Bioterrorism Discretionary Fund Projects Phase 1

   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: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
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

By:_____
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

HIDALGO COUNTY

By:_____
Signature

_____
Date

_____
Printed Name and Title

_____
Address

_____
City, State, Zip

_____
Telephone Number

_____
E-mail Address for Official Correspondence

DOCUMENT NO. 2009-031071-
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO.

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: CPS-BIOTERRORISM DISCRETIONARY FUNDS PHASE 1

TERM: JUNE 1, 2009 THRU: NOVEMBER 30, 2009

SECTION I. STATEMENT OF WORK:

Contractor will perform activities in accordance with the specifications herein in support of the Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness (PHEP) Budget Period 9 Goals by implementing approved projects which resolve identified gaps in or enhance local preparedness. These projects are funded by budget carryover from State Fiscal Year 2008 (SFY08) to CDC Budget Period 9 (Funding Opportunity AA154), and are designed to upgrade and integrate state and local public health jurisdictions' preparedness for and response to bioterrorism, outbreaks of infectious disease, and other public health threats and emergencies.

Contractor shall complete two (2) projects in fulfillment of the activities outlined in this Attachment.

On project one (1), contractor shall address an identified PHEP gap in existing communication systems by implementing new, redundant systems to decrease emergency response time within the service area.

Contract will meet the following critical tasks with this project:

- Goal 6 Control; Target Capability 6A Communications; Critical Task 1: Decrease the time needed to provide accurate and relevant public health and medical information to clinicians and other responders;
- Goal 5: Investigate; Target Capability 5A: Epidemiological Surveillance and Investigation; Critical Task 1: Increase the use of efficient surveillance and information systems to facilitate early detection and mitigation of disease.
- Goal 6: Control; Target Capability 6A: Communications: Critical Task 4: Ensure communications capability using a redundant system that does not rely on the same communications infrastructure as the primary system.
- Goal 4: Detect/Report: Target Capability 4A: Intelligence Integration & Analysis: CT 4: Improve effectiveness of health intelligence and surveillance activities. Performance Measure: To have the capability to conduct investigations at surveillance locations quickly.

On project two (2), contractor shall address an identified PHEP gap by providing PHEP training and Information Technology (IT) training for software employed in PHEP activities.

Contractor shall meet the following Critical Tasks with this project:

- Goal 1: Prevent 1A: Target Capability: Planning CT3: Improve regional, jurisdictional, and state all-hazard plans (including those related to pandemic influenza) to support response operations in accordance with National Incident Management System (NIMS) and the National Response Plan (NRP).
- Goal 6: Control: Target Capability 6A: Communications; CT6: Increase the use of tools to provide telecommunication and information technology to support public health response.
- Goal 6: Control: target Capability 6E: Mass Prophylaxis: CT 2: Decrease time to provide prophylactic protection and /or immunizations to all responders, including non-governmental personnel supporting relief efforts.

Contractor shall provide services in the following county(ies)/area: Hidalgo, San Patricio, Cameron, and Nueces.

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

- Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
- Public Law 109-417, Pandemic and All Hazards Preparedness Act of 2006; and
- Chapter 81, Texas Health and Safety Code.

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

This is an interlocal agreement under Chapter 791 of the Government Code.

Through this Program Attachment DSHS and Contractor are furnishing a service related to homeland security and under the authority of Texas Government Code § 421.062, neither agency is responsible for any civil liability that may arise from furnishing any service under this Program Attachment.

The following documents are incorporated by reference and made a part of this Program Attachment:

- Budget Period 9 funding for continuation of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement guidance (dated September 21, 2007);
- Contractor's Discretionary Funding Project Applicant Project Summary and Budget Detail; and
- Preparedness Program Guidance(s) as provided by DSHS.

SECTION II. PERFORMANCE MEASURES:

For project one (1), contractor shall:

1) Purchase and install a communication trunking upgrade in order for Contractor's current radio communication system to meet Project 25 interoperability and federal standards.

2) Install and test a microwave point-to-point communications system and ensure it meets Emergency Medical Services (EMS) Capacity Tracking requirements including interoperability between Hidalgo County Emergency Operation Center and Preparedness Division local hospitals, and Trauma Regional Advisory Council V (TRAC-V).

3) Test and exercise public health radio communication systems with local partners and adjoining jurisdictions to ensure interoperability to respond on day-to-day infectious disease outbreak incidents and/or large scale public health emergencies.

4) Install one (1) Global Positioning System (GPS) receiver in three (3) PHEP vehicles and test to ensure receivers will provide directions to remote areas in the service area.

For project two (2), contractor shall:

1) Hold one (1) National Incident Management System (NIMS) 300 course and one (1) NIMS 400 course to train PHEP staff from San Patricio, Cameron, and Nueces counties in DSHS Health Service Region (HSR) 11. The class size will be no larger than 45 individuals.

2) Hold one (1) Basic Disaster Life Support (BDLS) course, one (1) Advanced Disaster Life Support (ADLS) course and, one (1) National Disaster Life Support Foundation (NDLSF) course to train PHEP staff from San Patricio, Cameron, and Nueces counties in DSHS HSR 11. The class size will be no larger than 60 individuals.

3) Hold one (1) Geographical Information System (GIS) I course and one (1) GIS II course to train PHEP staff from San Patricio, Cameron, and Nueces counties in DSHS HSR 11 on the functionality of the software including visualizing, creating, managing, analyzing geographic data, and mapping projections.

4) Train two (2) IT staff from Hidalgo County on SQL server database training to update staff skills and implement the Microsoft SQL server 2008 database.

5) Train two (2) IT staff from Hidalgo County on PMWeb Remote to enable the Contractor's IT staff to implement the phone master database. This training will be no more than four (4) hours of training by Internet/website.

6) Record and maintain course attendance, post exam scores, and certificates of successful completion for all training provided for each staff member and for each course offered.

7) Re-examination fees or repeat course costs are not reimbursable for unsuccessful completion.

All approved equipment must be purchased on or before August 31, 2009.

Contractor shall provide reports as requested by DSHS to satisfy information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c).

SECTION III. SOLICITATION DOCUMENT:

N/A

SECTION IV. RENEWALS:

None.

SECTION V. PAYMENT METHOD:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. The B-13 can be found at the following link http://www.dshs.state.tx.us/grants/forms/b13form.doc. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SOURCE OF FUNDS: *CFDA #* 93.283

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Compliance and Reporting** Article, is revised to include:

> Contractor shall submit a final report on the completion of performance measures in this Program Attachment to DSHS no later than December 30, 2009, thirty (30) days after the end the contract period, in a format as prescribed by DSHS. The report will be forwarded electronically to PHP.Contracts@dshs.state.tx.us
>
> In addition, Contractor shall provide DSHS any other reports, to include but not limited to the progress of activities, copies of detailed receipts or invoices for expenses incurred, that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance.

General Provisions, **Terms and Conditions of Payment** Article, is revised to include:

> DSHS will monitor Contractor's billing activity and expenditure reporting on a monthly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

General Provisions, **Allowable Costs and Audit Requirements** Article, is amended to include the following:

> For the purposes of this Program Attachment, funds may not be used for research, reimbursement of pre-award costs, new construction, or to purchase incentive items.

2009-031071-001

Categorical Budget:

PERSONNEL	$0.00
FRINGE BENEFITS	$0.00
TRAVEL	$11,765.00
EQUIPMENT	$119,915.00
SUPPLIES	$0.00
CONTRACTUAL	$60,625.00
OTHER	$2,436.00
TOTAL DIRECT CHARGES	$194,741.00
INDIRECT CHARGES	$0.00
TOTAL	$194,741.00
DSHS SHARE	$194,741.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $194,741.00

Financial status reports are due: 09/30/2009, 01/29/2010

Equipment List Attached.

Equipment List

Equipment Total: $ 119,915.00

Item #	Equipment Description	Units	Unit Cost	Total
1	Communication Trunking Upgrades, Dailey-Wells Communication,EDACS ProVoice to Project 25 Trunked 800MHz: M7100-Vehicle, Interop Rack; P7170-Portable Supervisor, Protable, Desktop; UHF M7100-Interop Rack; VHF M7100-Interop Rack.	1	$27,953.00	$27,953.00
2	GPS Receiver. Garmin nuvi 850 GPS Receiver.	1	$800.00	$800.00
3	Point to Point Microwave. Motorola PTP400 Lite Broadband Model: BP5430BHC20-2 and BP5430BH20-2. Model RDH4503A Two foot Parabolic dish antenna. Model 2708 Broadband switch.	1	$51,570.00	$51,570.00
4	Two-way Radios 800-Portable. Portable Astro Digital XTS5000 Portable 2-way Radio.	4	$4,949.00	$19,796.00
5	Two-wya Radios VHF-Portable. Portable Astro Digital XTS5000 Model III Portable 2-way Radio.	4	$4,949.00	$19,796.00

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

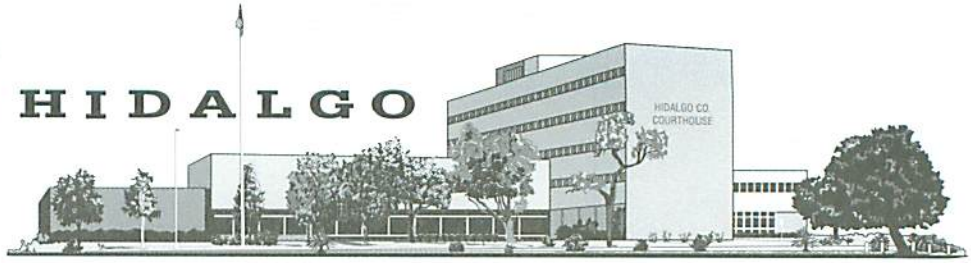
2009-031071

Application or Contract Number

HIDALGO COUNTY

Organization Name

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

April 16, 2009

The Honorable JD Salinas, Hidalgo County Judge
The Honorable Sylvia Handy, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of the following grant award from the Department of State Health Services (DSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$194,741.00	2009-031071-001 Community Preparedness Section/ Bioterrorism Discretionary Fund Projects Phase 1

HIDALGO COUNTY
BUDGET OFFICE
2009 APR 16 AM 10 34

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

4/16/09
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

DATE: April 14, 2009

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 9-1293-441-00-340-040-9 Bioterrorism Discretionary Fund Grant

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
9-1293-441-00-340-040-9-583	Out of County Employee Travel	$ 1,090.00
9-1293-441-00-340-040-9-585	Non-Employee Travel	$ 10,675.00
9-1293-441-00-340-040-9-664	Other Minor Equipment	$ 5,799.00
9-1293-441-00-340-040-9-601	Offfice & Computer Supplies	$ 6,699.00
9-1293-441-00-340-040-9-667	Minor Software	$ 18,384.00
9-1293-441-00-340-040-9-747	Software	$ 2,870.00
9-1293-441-00-340-040-9-748	Other Equipment	$ 86,163.00
9-1293-441-00-340-040-9-320	Professional	$ 750.00
9-1293-441-00-340-040-9-339	Other Professional Services	$ 59,875.00
9-1293-441-00-340-040-9-584	Registration Fees	$ 2,436.00
9-1293-331-10-340-040-9-000	Bioterrorism Discretionary Grant Revenue	194,741.00
	TOTAL BUDGET	$ 194,741.00

INCREASE REQUEST $

Revenue Account # 9-1293-331-10-340-040-9-000 $ 194,741.00

REASON: Implement Bioterrorism Discretionary Fund Grant Budget for the period 6/1/2009 - 11/30/2009.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

AI-15106 **8.A.**

Rural Emergency Services

CC REGULAR

Date:	04/21/2009
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Emergency Services Division

Information

CAPTION

Presentation for discussion and consideration of the Rural Emergency Services Interlocal Cooperative Agreement between the County of Hidalgo and various cities/entities for emergency response services.

BACKGROUND

This item is being considered due to meetings held by Emergency Management staff and the Department of Budget & Management with various city emergency response entities to consider the possiblity of amending the 2008 rural emergency payment schedules for responding cities/entities.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

To be determined based on approval and/or modification of current rates.

Attachments

Link: contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	04/17/2009 04:39 PM	APRV
2	Budget & Management	Angela Garcia	04/17/2009 04:46 PM	APRV
3	Rey Salazar	Rey Salazar	04/17/2009 04:50 PM	APRV
4	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Rolando Garcia — Started On: 04/17/2009 11:44 AM

Final Approval Date: 04/17/2009

Interlocal Cooperation Agreement between _____ and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the ___ day of _____, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of _____, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the _____ day of _____, 2009.

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

1.0 TERMS

1.1 This contract shall be for a period commencing on _____, and shall terminate on December 31, 2009.

1.2 After December 31, 2009, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract by written notification, sixty (60) days prior to cancellation.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (thirty) days upon receipt of invoice by County.

2.0 DEFINITIONS

2.1 AUTHORIZED BURNING – any incident that requires the City/Entity non-emergency response at the Fire Marshal's request to supervise and manage a controlled burn. This does not preclude the property owner from making direct arrangements with the City/Entity for the supervision. Property owner must have in their possession a valid burn permit issued by the Fire Marshal and any other State or Federal authority, adequate equipment and resources on the property to deal with any contingencies.

2.2 BEE ATTACK – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s); or where there is an immediate danger to the general public from a moving swarm.

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

2.4 COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a licensed peace officer position.

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

2.6 EMERGENCY SERVICES – call for services provided by the City/Entity in rural and un-incorporated areas within Hidalgo County.

2.7 FIRE DEPARTMENT - any fire suppression based organization whose members are paid, volunteer, or any combination thereof, that has the capability, capacity, training and ability to respond to emergency situation.

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

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

2.10 ELECTRICAL – pertaining to or operated by electricity, electrical current used or regarded as a source of energy and/or power.

2.11 EMERGENCY CALL – any request for assistance from a City/Entity, primary or secondary, that requires the use of visual and/or audible emergency notification equipment in its' response. The discretion of the use of the visual/audible equipment shall be within the rules and regulations and/or policies and procedures of the responding fire department.

2.12 EXPLOSION – the sudden loud release of energy and a rapidly expanding volume of gas that occurs when a bomb detonates or gas explodes; a bursting with a loud noise, or a shattering of something into many pieces; a loud noise that occurs suddenly.

2.13 False Alarm – The willful and knowing initiation or transmission of a signal, message, or other notification of an event of fire when no such danger exists.

2.14 FALSE ALARM Response - Any emergency response to a mischievous or malicious call; or fire alarm system malfunction that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding City/Entity must notify the Fire Marshal by the next working date, so the property owner may be notified. The Fire Marshal shall notify the property owner and/or alarm company that any future response may result in a Class C Misdemeanor citation to the person responsible for maintaining the alarm.

2.15 FIRE ALARM – The giving, signaling or transmission to any public fire station, or company, or to any officer or employee thereof, whether by telephone, spoken word or otherwise, of information to the effect that there is a fire at or near the place indicated by the person giving, signaling, or transmitting such information.

2.16 FIREFIGHTING – Any working fire upon arrival, that involves any structure - standing or collapsed and smoldering; an explosion with or without fire, a petroleum based fire; any fire that is fueled by natural vegetation, including brush or grass; any fire involving rubbish that encompasses an area greater than one-half acres or one-half city block measured at 150'x 150'.

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

2.18 HAZARDOUS MATERIAL INCIDENT – any response to any incident at the first responder level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material containment, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

2.19 ICS – Incident Command System, as defined by the National Incident Management System.

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

2.21 LANDING ZONE – Any response where the sole purpose is to establish and assist in providing any helicopter landing zone.

2.22 LAW ENFORCEMENT ASSISTANCE – any non-fire assistance rendered any law enforcement agency, and includes, but is not limited to – vehicle recovery (water), traffic control, crowd control, and "standing-by" for any situation in pursuance of a law enforcement mission.

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

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

2.25 MUTUAL AID – Situations where a City/Entity is requested to assist another City/Entity to perform any emergency services pursuant to the provisions of Section IV or an emergency situation where a primary responding City/Entity requests assistance from another City/Entity or Department.

2.26 MUTUAL AID – A Primary City/Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary City/Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help achieve the objective. Each Secondary City/Entity summoned and that responds, is eligible to receive the rate of pay as the primary city/entity. The Fire Chief or designee, for the Primary City/Entity must submit written documentation detailing the reason for a multiple alarm. The call for additional resources made by the Primary City/Entity from the Secondary City/Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the City/Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them.

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

2.28 NIMS – National Incident Management System

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

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

2.31 PETROLEUM BASED INCIDENT STANDBY – where the response is for valve shut off / capping at or before the source and/or to stand-by for utility company response.

2.32 PRIMARY CITY – the City/Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per this contract. This may be based on geographical assignments or capability.

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

2. 34 RECOVERY CALL – Body - Any recovery of a drowning victim from any body of water.

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

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

2.37 RESCUE CALLS – Any emergency rescue of person(s) in water. Any emergency rescue or extrication of person(s) from any enclosed area, i.e. elevators, building collapse, confined rescue, etc.

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

2.39 RUBBISH – trash, garbage, or other unwanted things, and includes any tangible item discarded, collected, or recycled.

2.40 RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of

property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

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

2.42 SEARCH and RESCUE CALLS – all rescues of person(s) whether living or dead, from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse, recovery of victim(s), i.e. drowning, heat exhaustion, etc.

2.43 SECONDARY CITY – the City/Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred as per Section III, Subsection B of this contract. The response may occur anywhere within the County and may be based on geographical assignment or capability.

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

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

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

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

2.48 UNAUTHORIZED BURNING – that requires City/Entity personnel emergency response to and to deal with the public and/or manage property owner extinguishment. Rubbish fires are excluded from this category. An unauthorized burn is any fire regardless of size and scope, where the property owner; does not have a valid burn permit; is conducting the burn outside the scope and authority of a valid burn permit, or initiates any fire during a burn-ban period.

2.49 VEHICLE – has the same meaning found in the Texas Transportation Code – Subtitle C. Subchapter C. Section 541.201.23.a

2.50 VEHICULAR ACCIDENT – any motor vehicle or automobile collision regardless of amount of or type vehicles involved.

2.51 VEHICULAR EXTRICATION – any emergency extrication of person(s) from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

2.52 VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle or three (3) or more passenger vehicles.

2.53 VEHICULAR – relating to, involving, or for use by vehicles, especially motor vehicles; caused by or resulting from the operation of a vehicle

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

2.55 WILDLAND FIRE - Any fire occurring in vegetation areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires a response of three (3) or more City/Entity departments to manage and control.

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

3.0 CITY/ENTITY RESPONSIBILITIES

3.1 City/Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 City/Entity hereby agrees to the designation of Primary (response) City within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each City/Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned City/Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating City/Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 City/Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.

3.4 City/Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.5 City/Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the City/Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the City/Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.6 City/Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.7 City/Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the City/Entity. City/Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.8 During extended operations as designated by the Incident Commander, the City/Entity agrees to provide adequate hydration and sustenance for its' firefighters/emergency response personnel.

3.9 City/Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

4.0 COUNTY RESPONSIBILITIES

4.1 In consideration for the City/Entitys' Rural Emergency Services, the County will reimburse the City/Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 ADMINISTRATION

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

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations
b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.
c. Provide Information and Reports
d. Provide assistance to municipal departments with Fire Investigations, upon request.
e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.
b. Conduct and participate in training with all Fire Departments.
c. Acquire and maintain equipment.
d. Conduct public education.
e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.
b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.
b. Will respond to any major incidents.
c. Will integrate into the NIMS/ICS structure as appropriate
d. Will assist the Incident Commander with any duties as assigned.
e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 City/Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the City/Entity.

5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the actions of their employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each City/Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the City/Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective City/Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse City/Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 City/Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis, any Rural Emergency Service Incident Reports to the County Fire Marshal by the 15th calendar date of the following month in which the emergency services were provided. If the 15th calendar date falls on a weekend or holiday, the monthly reports shall be due by the next business date. Reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report.

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

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

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

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

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

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1,500.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of 1,250.00 per incident.**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 725.00 per incident.**
(6.1.4.IV.)	**CATEGORY IV (CIV)**	**Flat Rate of $ 475.00 per incident.**
(6.1.4.V.)	**CATEGORY V (CV)**	**Flat Rate of $ 375.00 per incident.**
(6.1.4.VI.)	**CATEGORY VI (CVI)**	***Based on expenditure on a case by case basis. Must have pre-approval by County Fire Marshal or County Emergency Manager, and only during a declared emergency or declared disaster, or any incident involving more than one operational period.***

6.1.4.I. **CATEGORY I. A rate of 1,500.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING** (as primary department)

.2 **HAZARDOUS MATERIALS INCIDENT**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICLE FIRE**

.6 **VEHICULAR EXTRICATION**

.7 **PUBLIC WORKS RESPONSE**

.8 **REGIONAL MEDICAL RESPONSE TEAM**

.9 **SECONDARY CITY/ENTITY** (in place of primary department.)

.10 **SPECIAL SITUATIONS**

6.1.4.II. **CATEGORY II. A rate of 1,250.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **UNAUTHORIZED BURNING**

.2 **AUTHORIZED BURNING**

.3 **MEDICAL CALL**

6.1.4.III **CATEGORY III. A Rate of $725.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **MUTUAL AID**
.2 **WASH DOWN**
.3 **RECOVERY CALL - BODY**
.4 **BEE ATTACK**
.5 **PETROLEUM BASED INCIDENT STANDBY**
.6 **WIRELINE INCIDENTS**
.7 **LAW ENFORCEMENT ASSISTANCE**

6.1.4.IV. **CATEGORY IV.** At a rate of $475.00 per incident, as so stated, shall apply, during the term of this contract.

.1 **TRAFFIC CONTROL**

.2 **LANDING ZONE**

6.1.4.V. **CATEGORY V.** At a rate of $375.00 per incident, as so stated, shall apply, during the term of this contract.

.1 **FALSE ALARM CALL**
.2 **GOOD INTENT CALLS**
.3 **SERVICE CALLS**

CATEGORY VI – *This is a special category designed to reimburse City/Entity for any consumables during a declared state of emergency or declared state of disaster, or wherein response efforts are prolonged due to exigent circumstances; involve more than one operational period, and City/Entity is forced by the very nature of the incident to continue operations in the interest of public safety, and include nourishment and hydration products. City/Entity is expected to respond as a self-sufficient organization for at least one operational period.*

7.0. ASSIGNMENT

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

8.0. AUDIT

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

9.0. MISCELLANEOUS

9.1 CONFLICT WITH APPLICABLE LAW. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between the provision of this Agreement and any present or future law, ordinance, or

administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

9.3 ENTIRE AGREEMENT – This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly or through any agent or representative), any representations or agreements in connection with this agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed.

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

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

If to City/Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo
J.D. Salinas, III, County Judge
100 East Cano – 2nd Floor, Edinburg, Texas 78539 or

P.O. Box 1356, Edinburg, Texas 78540

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

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

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

9.8 ASSIGNMENT. This Agreement is not assignable.

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

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

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

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

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AI-15110 **8.B.**

Uniform Policy for FIre Marshal

CC REGULAR

Date:	04/21/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Tony Pena
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Emergency Services Division

Information

CAPTION

Discussion, consideration and action on Proposed Uniform Policy for Fire Marshal

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact at this time.

Attachments

Link: Fire Marshal Uniform Policy

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/17/2009 01:57 PM	APRV
2	Dale Kennan	Dale Kennan	04/17/2009 03:28 PM	APRV
3	Auditor's Office		04/17/2009 05:08 PM	NEW
Form Started By: Monica Badillo			Started On: 04/17/2009 01:48 PM	
Final Approval Date: 04/17/2009				

Department of Emergency Services **Approved by Commissioners**
County Fire Marshal Office **Court on: _____**

UNIFORM, CLOTHING POLICY

1.0 Purpose:

The purpose of this policy is to establish standards and guidance in the wearing of uniforms for those employees and persons assigned duties with the Hidalgo County Fire Marshal's Office. The uniform allows a visual identification of the person's assignment and agency at a glance. Dependant on duties and current assignment the uniform also serves as a personal protective garment. The uniform also serves to reflect a professional appearance by the wearer.

2.0 Affects:

The policy affects commissioned and non-commissioned personnel. Uniforms may be issued to commissioned and non-commissioned personnel based on job and duty assignment.

3.1 Proper Uniform Prescribed:

3.2 Personnel wearing the uniform will only wear the uniform and insignia while on duty; on official business, or while on assignment, as prescribed and approved herein.

3.3 In addition to on-duty wear, uniformed members are authorized to wear the uniform while attending any special ceremonial event, memorial/religious event, meeting, training, or other assigned duties that may require the uniform to clearly identify the person as a representative from the Fire Marshals.

3.4 Department Head/ Supervisor may authorize other forms of dress/clothing during special assignments and or designated casual attire days.

4.1 Improper Uniform Wear Prohibited:

Personnel issued a uniform will not wear the uniform or any portion thereof while off-duty, to any political gathering, or any other public or private gathering or to any business, or location that may be deemed as inappropriate unless their presence is of an official nature, and they are there to conduct an inspection, gather information, evidence, investigate any crime, or violation of local, state or federal law.

5.0 Appearance in Uniform:

Personnel shall maintain a neat and professional military-type appearance while in uniform that shall be representative of the County and the Fire Marshal.

5.2 In general, the uniform shall be clean and neatly pressed. Footwear shall be clean and polished. Footwear that is not polish-able shall be maintained clean and free of debris. The badge and name-tag shall be replaced when they become unserviceable. Uniform shirts that are designed to be tucked into the trousers/pants, shall be tucked in.

5.2 In those circumstances where the uniform becomes extremely soiled or dirty because of the scene, personnel will make every effort to change into a clean uniform within a reasonable amount of time.

6.0 Approved Uniforms:

Only those uniforms listed herein shall be worn while on-duty. Badge and insignia emblems may embroider upon those uniforms, but no personalized embroidery shall be allowed to permanently affix to any uniform. Embroidered name tags are allowed but they must be affixed to the uniform with "Velcro" type tape. A metal name plate may be displayed when in uniform. The name tape or plate shall be worn directly above the right breast pocket.

6.1 Class A Uniform – May also be called a dress uniform. This uniform shall consist of a white uniform shirt, black trouser, black polished footwear. The duty belt with appropriate gear attached that is commensurate with the person's assignment The shirt shall have the Fire Marshal Patch on each sleeve, with the badge prominently displayed over the left breast pocket, and a gold colored name tag just over the right breast pocket. Any brass, silver or plated brass or silver fixtures shall be polished. Dependant on the time of year or event the shirt may either be short sleeve or long-sleeve with a black tie. A tie clip may be affixed to the tie. Rank insignia shall be prominently displayed on the collar. Awards, pins, and other entitlements that the person has earned through their career may be displayed in the form of ribbons or a ribbon board above the name tag with prior supervisory approval.

6.2 Class B Uniform - May also be called the utility uniform. This will be the daily wear uniform and will normally consist of a green shirt with khaki colored trousers/pants. Dependent upon the time of year and the weather, a long sleeve shirt may be worn in place of the short sleeve one.

6.3 Class B-1 Uniform – Another form of the utility uniform and will consist of a solid colored shirt with black trousers/pants.

6.4 Class C Uniform - This shall be any other uniform that is issued and may be classified as personal protective equipment, such as traditional structural fire-fighting gear (commonly referred to as "Bunker-Gear"; fire retardant shirts and pants or coveralls,

wild-land fire fighting clothing; Search and Rescue (SAR) uniform, and tactical uniforms. These types of uniforms shall be issued and worn for the assignment at hand. Uniforms of this nature shall meet or exceed the requirements set forth in the appropriate National Fire Protection Association (NFPA) for the particular item of personal protective equipment/clothing. Those personnel assigned equipment maintenance duties shall refrain from wearing the uniform of the day, while maintaining, repairing or installing equipment.

6.5 Headgear: Headgear is considered personal protective equipment and personnel will wear the appropriate headgear commensurate with the circumstances and situation. This includes but is not limited to "baseball type cap, "boonie style" floppy hats, hard hats, fire helmets, and rescue helmets. Headgear will have the appropriate insignias identifying the person wearing it as a member of the Fire Marshal's Office.

6.6 Footwear: Footwear is considered personal protective equipment and personnel will wear the appropriate footwear commensurate with the circumstance and situation. This includes but is not limited to, black polish-able boots or shoes, "steel toe" boots or shoes, hot weather boots/shoes, SAR boots, sneakers/tennis shoes, wet-shoes, oil resistant boots, rubber boots, etc. Other than boots or shoes worn on a daily basis, or wet-shoes, all other footwear shall meet or exceed those standards set forth by the National Fire Protection Association.

6.7 Gloves: Gloves will be issued and worn as personal protective equipment and will be commensurate with the circumstances and situation. Other than those gloves commercially available for everyday use, all others shall meet or exceed those standards set forth by the National Fire Protection Association.

6.8 Eyewear/Facewear: Dependant on assignment or the job at hand – eyewear may be issued to protect the eyes or face from ultraviolet light, projectiles, debris, and or heat. This section includes face and neck protectors with or without particle masks that are flame retardant or resistant. Protective eyewear must meet or exceed those standards set forth by ANSI or the National Fire Protection Association.

6.9 Undergarments: Undershirts shall display the Fire Marshal logo over the left front upper torso, and shall have distinct markings in large bold letters of a contrasting color of the undershirt with words, "POLICE" & "HIDALGO COUNTY FIRE MARSHAL" or "FIRE INVESTIGATOR" & "HIDALGO COUNTY FIRE MARSHAL" or "FIRE INSPECTOR & HIDALGO COUNTY FIRE MARSHAL emblazoned upon the back that will readily identify the person wearing it as a peace officer, investigator, or inspector. The undershirt will have a front pocket. It may or may not be fire retardant. Only those persons that are commissioned peace officers may wear clothing with the words POLICE on it. Undershirts may also be emblazoned with the Urban Search and Rescue logo on the back (USAR) and may be issued to those persons that are assigned those duties.

6.10 Belts: The trouser belt shall be made of nylon or ballistic webbing with a metal or aluminum buckle. These types of belts are normally referred to as "riggers-belt". When wearing the presently issued no-buckle duty belt, the belt may be of such that matches the buckle-less system that is coated with "Velcro" hook & loop type material.

6.10 Outerwear: Shall consist of coats, jackets, traffic vests, rain-coat, and other foul weather gear. All issued outerwear coats and jackets, shall have the Fire Marshal patch attached to sleeves. High visibility vests, raincoats and other foul weather gear shall have the words "HIDALGO COUNTY FIRE MARSHAL" emblazoned upon the back in reflective lettering. Traffic Vests shall meet or exceed those standards set forth for emergency responders working alongside federal highways.

6.11 Shorts: Shorts may be issued and worn by those persons assigned swift water/deep water rescue. They shall be of the kind and style that is commensurate for the duties and assignments at hand.

7.0 Daily Wear:

The uniform of the day shall be worn daily during working hours, or during after-hour callouts. Once on-scene, an individual determination may be made as to what personal protective uniform to change into, unless information is provided beforehand about the scene, that would allow the responder to change into the appropriate uniform or personal protective clothing for the situation, prior to departure. Arson investigators may remove the outer shirt and display the undershirt while on-scene to prevent damage and staining to the outer uniform shirt.

7.1 Seasonal Wear: Determination of the summer or winter uniform shall be based on the advent of daylight savings time. On the first business day after the initiation of daylight savings time, the uniform shall change appropriately.

7.1 Law Enforcement Insignia: Only those persons that are fully commissioned as peace officers may wear any article of clothing that has the words "POLICE", "LAW ENFORCEMNENT" , "COUNTY POLICE" or other similar language on them.

7.2 Civilian: Those persons that are employed by or assigned to the Fire Marshal's Office may be issued uniforms if those persons are deployable to any scene, any emergency operations center, or any other location where it will be necessary to readily identify those persons as members of the Fire Marshal's Office, this includes any person that normally works within the office environment or has duties assigned as a Fire Inspector only. These uniforms will not be personalized with the person's name on it.

8.0 Badge/Identification Card:

A badge of office shall be issued to those persons that are assigned enforcement and/or inspection duties by the Fire Marshal. The badge shall be a seven (7) point star design with a round inlay.

8.1 Peace Officer - Badges shall be issued to those persons that are designated as peace officers. The badge design shall include a gold plated/color with the words HIDALGO COUNTY FIRE MARSHAL on it. It shall have an enameled blue state seal with the words THE GREAT STATE OF TEXAS around it.

8.2 Non Peace Officer - Badges may be issued to those non peace officers that under the employ or assignment to the Fire Marshal Office. The badge design for this badge will be a gold plated/color with the words HIDALGO COUNTY FIRE INSPECTOR on it. The state seal shall be of the same color as the badge.

8.3 Identification Card – In addition to the standard issue Hidalgo County employee identification card those persons assigned enforcement duties shall be issued an identification card that identifies the bearer as a member of the Fire Marshal's Office.

8.3.1 Peace Officer – Those persons commissioned as peace officers shall be issued an identification card with the design and language on it that complies with TCLEOSE rules. It will plainly state on it that the bearer is designated as a peace officer. The front of the card shall read "FIRE MARSHAL" on the right side of the card. It will have a depiction of the badge with a photograph underneath it, with the person's name and title. The employees County ID number shall be on the rear of the card, along with the officers' TCLEOSE uniquely assigned Personal Identification Number.

8.3.2 Non Peace Officer – Those persons that are not commissioned as peace officers shall be issued an identification card on which the language "NOT A PEACE OFFICER" is written upon it. The front of the card shall read "INSPECTOR "or "ARSON INVESTIGATOR". It will have a depiction of the badge with a photograph and person's name and title under it. The employees County ID number and other identifying information shall be on the rear of the card.

8.3.3 Civilian – Those employees and staff that are assigned office duties who may issue burn permits, review plans or conduct other duties assigned to the Fire Marshal shall be issued identification cards that will be similar in design to the above ones, the front of the card shall read "Civilian" on it. It will have a depiction of the badge with a photograph, the person's name and title under it. The employees County ID number and other identifying information shall be on the rear of the card.

9.0 Duty belt, holsters, & other equipment

9.1 Materials – all duty belts, holsters, and pouches shall be of high quality. The material used will be of same for each set. The material for the belt, holster or pouch may be natural leather, synthetic or a combination thereof.

9.1.1 Duty belt – The duty belt shall be worn with the Class A Uniform, and shall consist of a black leather belt. Any buckles or metal hardware shall be polished.

9.1.2 Holster – A pistol holster of the same material and color shall be affixed to the duty belt. The holster must have at a minimum level II retention. Level III is preferred.

9.1.3 Pouches – accessory pouches for handcuffs, pepper spray, baton, magazines, etc. shall be of the same material and color. Pouches design may include a snap type retention device.

9.1.4 Location - The pistol holster shall be worn on the strong side alongside the trouser/pant seam. The magazine pouch shall be worn on the opposite side.
All other pouches and accessories shall be worn in a manner that is comfortable to the wearer. No pouches/holders may be worn in a manner that will interfere with the unsnapping or draw of the handgun.

9.1.5 Holster Set – Issued gun belts will be in a set that shall consist of the Class A set; Tactical Rig that includes a drop down leg holster, and a belt holster, magazine and handcuff combination holder for everyday wear. Each person commissioned as a peace officer shall be issued all three sets.

9.1.6 Bullet Resistant Vest: Each employee with a peace officer designation shall be issued a bullet resistant vest that is a minimum of level IIIA, (NIJ Standards) that may be worn under the uniform shirt. Additionally as funds permit, a level IV vest shall be acquired for each employee with a peace officer designation. The latter may be worn over clothing and will have the appropriate insignias and lettering identifying the person wearing it as a peace officer.

9.1.7 Bullet Resistant Helmet: Each employee with a peace officer designation shall be issued a bullet resistant helmet with a clear face-shield that is also bullet proof. The headgear shall meet or exceed NIJ standards that are in accordance with military standards.

9.1.8 Maintenance –All holsters and pouches that have retention devices shall be inspected once a month for malfunctions and wear. They shall be maintained, cleaned and lubricated as necessary. Any type of malfunction or unusual wear shall be reported immediately and replaced.

10.0 Civilian clothing - Personnel assigned to or employed by the Fire Marshal's Office may wear civilian type non-uniform clothing under the following circumstances.

10.1 Assignment – Personnel assigned undercover assignments may wear clothing appropriate for the environment that they will be working in.

10.2 Clerical and Support Staff - Personnel in those assignments may wear civilian clothing on a daily basis. The clothing must be office appropriate and may be classified as business attire. Clerical and support staff may be issued uniforms for those occasions when they may be deployed to an event or assigned to work in an emergency operations center.

11.0 Casual Wear Days – On those days designated as such and with prior supervisory approval employees may wear business casual attire. Clothing worn must be presentable, appropriate and in good taste for an office setting.

12.0 Other: Nothing contained within this policy shall be construed to supersede any other county policy or procedure concerning a dress code, uniform policy, or any other policy.

12.1 Alterations and Upkeep: Any alterations to uniforms shall be the responsibility of the person issued to. Alterations may be made to the uniforms to insure proper fit. Uniforms will not be altered to the point where they are skin-tight or the alteration will affect the performance of the clothing. Employees are expected to launder and press their own uniforms.

12.2 Budget: Any and all items of clothing, footwear, headgear, and personal protective equipment garments that are issued to employees and those persons assigned to the Fire Marshal Office, shall only be purchased with County funds, and in accordance with and under the guise of standard purchasing policies of the County.

12.3 Personal Purchase: Employees are discouraged from using personal funds to purchase unique clothing and uniforms that have permanent logos of the County Fire Marshal's Office. Notwithstanding, nothing within this policy will preclude the purchase of clothing, uniforms, and personal protective equipment using employee's personal funds, as long as the quality and style of the clothing, uniforms and personal protective equipment meet or exceed the requirements set forth within this policy. Employees will not be reimbursed for those purchases made from personal funds. The employee purchasing their own uniforms and clothing shall notify the department head of such purchase via a memo that shall be kept in the employees file.

12.4 Separation: Employees separating from service or employ of the Fire Marshal's Office shall return all issued clothing, uniforms, personal protective equipment and other gear to the Fire Marshal. Any uniform, clothing, or personal protective equipment that has the Fire Marshal's Badge of office permanently affixed to it, shall be surrendered to the office. Those items that were purchased with personal funds may be kept but a memorandum must be on file detailing their purchase.

AI-15086 **9.A.**

Cell Phone Request Form

CC REGULAR

Date:	04/21/2009
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

1. Authorization to purchase REQUISITION # through the County's membership/participation with DIR contract # DIR-SDD-597 with awarded vendor AT&T for the following services:

Quantity	Description:	Unit Cost:	Total Cost:	Notes:
21	AT&T Governement Pool Plan 500 min. (with penny suspend)	$49/mo. -26%=$36.26/mo x 9 months	$6,853.14	Some Government fees apply to service cost.
21	Pantech c520 handset	$0	$0	

2. Approval of the attached application for cellular phone service request under the county's newly adopted cell phone policy

BACKGROUND

For Elections Department

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-414-00-130-001-0-532

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

BUDGETARY IMPACT:

Available amount in requisition#153114 is $6,855.03 for AT&T

Attachments

Link: cell phone

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/16/2009 02:00 PM	APRV
2	Roland Garcia	Rolando Garcia	04/17/2009 10:37 AM	APRV
3	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Griselda Salazar — Started On: 04/16/2009 01:17 PM

Final Approval Date: 04/17/2009

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND) ☐ Equipment Replacement

☑ County Owned Department Assigned Cellular Service ☐ Name Change

☐ Delete Service

☐ Other wireless device: ☐ Data card ☐ GPS ☐ Blackberry ☐ Other:

STIPEND ONLY:

(2) Requesting employee/position:_____

Department #:_____ Employee ID #:_____ Office: _____

(3) Type of duties:

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

(4) Describe how the use of this cell phone will benefit the county:_____

_____

_____

COUNTY OWNED CELL PHONE ONLY:

(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional $10-$15 per device for fees)

Quantity: 21

Service: $ 761.46 /mo (x) 9 months = $6,853.14 Account: 9-1100-414-00-130-001-0 -532

Service: $_____/mo (x) ____ months = $0.00 Account:_____ -662

Requisition Total: $6,855.03 **Requisition Number:** 153114

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

Signature | YVONNE RAMON Print Name | 4-16-09 Date

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

Signature | Valde Guerra by [illegible] Print Name | 4/16/09 Date

(8) IT DEPARTMENT ONLY:

Service Type Codes: Qty: 21, 500 Min pool plan w/ penny suspend. FREE Pantech C520 handsets

Commissioner's Court Action:

☐ Approved Date: _____

☐ Disapproved

ReQ. # 153114

Revised: 04/08/2009

The new at&t

AT&T Proposal:

Pantech C520 (Quantity 21) FREE w/qualified Rate Plan

Rate Plans:

AT&T Government Pooled Plans give your business the flexibility to use all your wireless minutes in whatever way works best each month, for each wireless user. Anytime Minutes are added to a common pool each month, and plan members using the GSM network simply share from that pool. Light users and heavy users will balance each other out. It is a smart way to control costs. And the normal service discount (26%) on your company's DIR agreement will apply to the pool plans as well.

- This is only available to Government
- No Rollover on any GOV Plans (Pool or Standalone)
- Only up to 4 of the plans may be used per FAN
- Billing in arrears

Government Rate Plans

500 minutes per user $49.00 – 26% = $36.26 per month

Total Per Month Charges (21 lines): $761.46 per month

Penny Suspend Rate Plan:

Voluntary Suspend period can last up to 999 days (for government). After 999 days the customer's CTNs are reinstated to the original price plan. An approval to extend the period requires Sales Segment Officer approval. Customer's Billing Account/Cellular Telephone Number (CTN) must be in active service for one month.

Penny Suspend .01 per line

Total Per Month Charges (21 lines): .21 per month

4/24 - 5/11 Phone use



Please contact Joey Gutierrez, 512-658-5602; jg9402@att.com with any questions.

Department of Information Resource (DIR) Contract DIR-SDD-597 expires 09/28/2009 and is located at **http://www.dir.state.tx.us/store/tsd/telephony/wireless.htm**

AI-15077 **10.A.**

Approval of Claim-Premier & Central Wrecker Service
CC REGULAR

Date: 04/21/2009
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Rene Guerra, Criminal District Attorney
Department: HIDTA
Agenda Category: HIDTA - Task Force

Information

CAPTION

Approval of claim/invoice with authority for County Treasuer to issue check after review, audit, and processing procedures are completed by the County Auditor for the following claim/invoice:

Invoice Date	Invoice No.	Vendor Name	Amount
3-31-09	1413	Premier and Central Wrecker Service	$630.00 (excludes tax)

BACKGROUND

The wrecker service was needed due to an emergency seizure case. PO could not be generated at time services were rendered, as per Nelda Olivarez from HIDTA.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1252-412-00-270-012-0-346
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 4-16-09 $1,400.00.

Attachments

Link: Claims#1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/16/2009 11:30 AM	APRV
2	Ivan Cantu	Ivan Cantu	04/16/2009 01:17 PM	APRV
3	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Nelda Olivarez Started On: 04/16/2009 09:09 AM

Final Approval Date: 04/17/2009

TF#

2009-03-029

MANUEL A. GARCIA

PREMIER AND CENTRAL
WRECKER SERVICE
495 & Minnesota Rd.

407 N. Minnesota Rd.
Palmview, TX 78574-0486

Phone (956) 581-3562

oad
rvice

DATE 3-31-09	TIME 4:30 A.M. (P.M.)	REQUESTED BY H.C. Sh. D	P.O. NO.
NAME Hidalgo County H.T.D.T.A.			PHONE
ADDRESS P.O. Box 5719			
CITY Mc Allen TX 78502-5719			STATE ZIP
LOCATION OF VEHICLE 2 1/2 N Moor Field Rd.			
YEAR MAKE MODEL 99 Ford Explorer		COLOR Blue	DRIVER
STATE VI	LIC. PLATE NO. XSC 3640	VEHICLE I.D. NO 1FM2U34E2XUB27902	REGISTERED OWNER

MILEAGE	SERVICE TIME	EXTRA PERSON
FINISH	FINISH	FINISH
START	START	START
TOTAL	TOTAL	TOTAL

REASON FOR TOW

- [ ] ACCIDENT
- [x] ARREST
- [ ] UNREGISTERED
- [ ] TOW ZONE
- [ ] SNOW REMOVAL
- [ ] ABANDONED
- [ ] STOLEN CAR
- [ ] BREAK DOWN
- [ ] LOCK OUT
- [ ] START
- [ ] FLAT TIRE
- [ ] OUT OF GAS
- [ ] IMPOUNDED
- [ ]

SPECIAL EQUIPMENT

- [x] SINGLE LINE WINCHING
- [ ] DUAL LINE WINCHING
- [ ] SNATCH BLOCKS
- [ ] SCOTCH BLOCKS
- [ ] DOLLY

TYPE OF TOW

- [ ] SLING/HOIST TOW
- [x] FLAT BED/RAMP
- [ ] WHEEL LIFT
- [ ]

TOWED PER ORDER OF

- [x] STATE POLICE
- [ ] LOCAL POLICE
- [ ] OWNER
- [ ] DEALER

VEHICLE TOWED TO

FIRST TOW: 407 N Minnesota Rd

SECOND TOW: Pharr Port Entry X Ray

STORAGE FROM

3-31-09 TO 4-14-09 15 DAYS @ $ 300.00

PAID BY

- [ ] CASH
- [ ] CHECK
- DRIVERS LIC. NO
- [ ] CREDIT CARD
- [ ] MC
- [ ] VISA
- [ ] AMEX
- EXP. DATE
- LIC NO

TOWING CHARGE	85.00
MILEAGE CHARGE	150.00
PRESERVATION	10.00
SPECIAL EQUIPMENT	35.00
LABOR CHARGE	
STORAGE	300.00
Notification	50.00
SUB-TOTAL	
TAX	25.57
TOTAL	655.57

OPERATOR'S SIGNATURE DATE

TRUCK NO

AUTHORIZED SIGNATURE DATE

VEHICLE RELEASED TO DATE

Not responsible for loss or damage to vehicle in case of fire, theft or any other cause beyond our control

Thank You

PRODUCT 2525

AI-15019 **11.A.**

Water/Sewer Improvements - City of Donna
CC REGULAR

Date: 04/21/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The Urban County Program is requesting approval and award of contract to Falcon Construction in the amount of $24,852.45 for the Water/Sewer Improvements in the City of Donna, utilizing Years 17, 18, 20 & 21 (2004,2005,2007,2008) funds. The project consists of the installation of upgraded sewer lines and manhole on two alleys between 5th & 8th Streets in Donna, Texas.

BACKGROUND

The Urban County Program requested and received bids for the water/sewer improvements. Noe Garza Enginners, Inc. is the project engineer and recommends Falcon Construction as the lowest of eleven (11) bidders. See attached recommendation letter from Noe Garza Engineers, Inc. and copy of bid tabulations.

CONTRACT AMOUNT:	$ 24,852.45
FUNDS AVAILABLE:	$ 137,212.79 (City of Donna)
UTILIZING:	Year 2004 $56.13 Year 2005 $22,345.06 Year 2007 $54,166.92 Year 2008 $60,644.68

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County funds
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Contract Amount:	$24,852.45
Funds Available:	$137,212.79 (City of Donna)
Utilizing:	Year 2004 $56.13 Year 2005 $22,345.06 Year 2007 $54,166.92 Year 2008 $60,644.68

Attachments

Link: water/sewer imp. project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/15/2009 11:19 AM	APRV

2	Veronica Lopez	Veronica Lopez	04/16/2009 09:21 AM	APRV
3	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Estella Webber Started On: 04/14/2009 04:13 PM

Final Approval Date: 04/17/2009

NOE GARZA ENGINEERS, INC. NSPE • TSPE • TSA
208 WEST FERGUSON • UNIT 2 • PHARR, TEXAS 78577 FAX (956) 783-1209
www.ngeinc.net (956) 783-1207

MEMORANDUM

TO: Mayor David Simmons
City of Donna

FROM: Noe Garza, P.E., City Engineer

DATE: March 4, 2009

SUBJECT: Sewer Line Improvement Project
5008-15-0310-5000-1500-GVG

This is to inform you that eleven (11) bids were received for the above referenced project on February 11, 2009. Bids received are as follows:

Bidder	Line A	Line B	Total
1. Falcon Construction	$11,585.10	$13,267.35	$24,852.45
2. OMT Utilities	$20,192.00	$24,637.00	$44,829.00
3. Jimmy Closner & Sons	$22,352.00	$26,547.00	$48,899.00
4. Tejas Paving & Utilities	$25,216.00	$30,306.00	$55,522.00
5. R.M. Walsdorf	$26,855.74	$32,439.39	$59,295.13
6. IOC Company	$27,420.50	$32,256.75	$59,677.25
7. DM Roth	$29,430.00	$34,230.00	$63,660.00
8. Diamond Back	$33,312.50	$35,921.25	$69,233.75
9. Saenz Utility Contractors	$32,134.00	$37,674.00	$69,808.00
10. The 5125 Company	$35,670.00	$42,245.00	$77,915.00
11. Valley Paving, Inc.	$45,713.00	$54,730.50	$100,443.50

Therefore, after careful review of the bids received, I recommend the contract be awarded to the low bidder, Falcon Construction, McAllen, Hidalgo County, Texas. If you should have any questions or need any additional information please contact my office at 956.783.1207.

NOE GARZA ENGINEERS, INC.
BID TABULATION

PROJECT: CITY OF DONNA - SEWER LINE IMPROVEMENT BID DATE: FEBRUARY 11, 2009 TIME: 9:30 A.M.

DESCRIPTION	UNIT	ESTIMATE QUANTITY	BIDDER *FALCON CONSTRUCTION*		BIDDER *OMT UTILITIES*		BIDDER *JIMMY CLOSNER*		BIDDER *TEJAS PAVING & UTILITIES*	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
LINE A										
1. 8" SDR-26 PVC	L.F.	426	$ 11.00	$ 4,686.00	$ 10.00	$ 4,260.00	$ 25.00	$ 10,650.00	$ 18.00	$ 7,668.00
2. REMOVE & DISPOSE OF EXISTING 6" SEWERLINE	L.F.	426	$ 0.35	$ 149.10	$ 7.00	$ 2,982.00	$ 2.00	$ 852.00	$ 8.00	$ 3,408.00
3. FIBERGLASS MANHOLE	EACH	2	$ 2,000.00	$ 4,000.00	$ 2,000.00	$ 4,000.00	$ 2,200.00	$ 4,400.00	$ 2,700.00	$ 5,400.00
4. REMOVE & DISPOSE OF MANHOLE	EACH	2	$ 100.00	$ 200.00	$ 1,500.00	$ 3,000.00	$ 250.00	$ 500.00	$ 800.00	$ 1,600.00
5. SEWER SERVICES	EACH	17	$ 150.00	$ 2,550.00	$ 350.00	$ 5,950.00	$ 350.00	$ 5,950.00	$ 420.00	$ 7,140.00
				$ 11,585.10		**$ 20,192.00**		**$ 22,352.00**		**$ 25,216.00**
LINE B										
1. 8" SDR-26 PVC	L.F.	561	$ 11.00	$ 6,171.00	$ 10.00	$ 5,610.00	$ 25.00	$ 14,025.00	$ 18.00	$ 10,098.00
2. REMOVE & DISPOSE OF EXISTING 6" SEWERLINE	L.F.	561	$ 0.35	$ 196.35	$ 7.00	$ 3,927.00	$ 2.00	$ 1,122.00	$ 8.00	$ 4,488.00
3. FIBERGLASS MANHOLE	EACH	2	$ 2,000.00	$ 4,000.00	$ 2,000.00	$ 4,000.00	$ 2,250.00	$ 4,500.00	$ 2,700.00	$ 5,400.00
4. REMOVE & DISPOSE OF MANHOLE	EACH	2	$ 100.00	$ 200.00	$ 1,500.00	$ 3,000.00	$ 250.00	$ 500.00	$ 800.00	$ 1,600.00
5. SEWER SERVICES	EACH	16	$ 150	$ 2,400.00	350	$ 5,600.00	350	$ 5,600.00	420	$ 6,720.00
6. SAW CUT & REPLACE ASPHALT	S.Y.	20	$ 15	$ 300.00	125	$ 2,500.00	40	$ 800.00	100	$ 2,000.00
				$ 13,267.35		**$ 24,637.00**		**$ 26,547.00**		**$ 30,306.00**
GRAND TOTAL FOR A & B				**$ 24,852.45**		**$ 44,829.00**		**$ 48,899.00**		**$ 55,522.00**

NOE GARZA ENGINEERS, INC.
BID TABULATION

PROJECT: CITY OF DONNA - SEWER LINE IMPROVEMENT BID DATE: FEBRUARY 11, 2009 TIME: 9:30 A.M.

DESCRIPTION	UNIT	ESTIMATE QUANTITY	BIDDER R.M. WALSDORF		BIDDER IOC COMPANY		BIDDER DM ROTH		BIDDER DIAMOND BACK	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
LINE A										
1. 8" SDR-26 PVC	L.F.	426	$ 25.99	$ 11,071.74	$ 17.95	$ 7,646.70	$ 20.00	$ 8,520.00	$ 14.25	$ 6,070.50
2. REMOVE & DISPOSE OF EXISTING 6" SEWERLINE	L.F.	426	$ 5.00	$ 2,130.00	$ 8.80	$ 3,748.80	$ 10.00	$ 4,260.00	$ 7.00	$ 2,982.00
3. FIBERGLASS MANHOLE	EACH	2	$ 3,052.00	$ 6,104.00	$ 2,200.00	$ 4,400.00	$ 3,000.00	$ 6,000.00	$ 4,500.00	$ 9,000.00
4. REMOVE & DISPOSE OF MANHOLE	EACH	2	$ 375.00	$ 750.00	$ 925.00	$ 1,850.00	$ 1,500.00	$ 3,000.00	$ 1,000.00	$ 2,000.00
5. SEWER SERVICES	EACH	17	$ 400.00	$ 6,800.00	$ 575.00	$ 9,775.00	$ 450.00	$ 7,650.00	$ 780.00	$ 13,260.00
				$ 26,855.74		$ 27,420.50		$ 29,430.00		$ 33,312.50
LINE B										
1. 8" SDR-26 PVC	L.F.	561	$ 25.99	$ 14,580.39	$ 17.95	$ 10,069.95	$ 20.00	$ 11,220.00	$ 14.25	$ 7,994.25
2. REMOVE & DISPOSE OF EXISTING 6" SEWERLINE	L.F.	561	$ 5.00	$ 2,805.00	$ 8.80	$ 4,936.80	$ 10.00	$ 5,610.00	$ 7.00	$ 3,927.00
3. FIBERGLASS MANHOLE	EACH	2	$ 3,052.00	$ 6,104.00	$ 2,200.00	$ 4,400.00	$ 3,000.00	$ 6,000.00	$ 4,500.00	$ 9,000.00
4. REMOVE & DISPOSE OF MANHOLE	EACH	2	$ 375.00	$ 750.00	$ 925.00	$ 1,850.00	$ 1,500.00	$ 3,000.00	$ 1,000.00	$ 2,000.00
5. SEWER SERVICES	EACH	16	$ 400	$ 6,400.00	$ 575.00	$ 9,200.00	$ 450.00	$ 7,200.00	$ 780.00	$ 12,480.00
6. SAW CUT & REPLACE ASPHALT	S.Y.	20	$ 90	$ 1,800.00	$ 90.00	$ 1,800.00	$ 60.00	$ 1,200.00	$ 26.00	$ 520.00
				$ 32,439.39		$ 32,256.75		$ 34,230.00		$ 35,921.25
GRAND TOTAL FOR A & B				$ 59,295.13		$ 59,677.25		$ 63,660.00		$ 69,233.75

NOE GARZA ENGINEERS, INC.
BID TABULATION

PROJECT: CITY OF DONNA - SEWER LINE IMPROVEMENT BID DATE: FEBRUARY 11, 2009 TIME: 9:30 A.M.

DESCRIPTION	UNIT	ESTIMATE QUANTITY	BIDDER *SAENZ UTILITY* UNIT PRICE	BIDDER *SAENZ UTILITY* TOTAL	BIDDER *THE 5125 COMPANY* UNIT PRICE	BIDDER *THE 5125 COMPANY* TOTAL	BIDDER *VALLEY PAVING* UNIT PRICE	BIDDER *VALLEY PAVING* TOTAL
LINE A								
1. 8" SDR-26 PVC	L.F.	426	$ 32.00	$ 13,632.00	$ 40.00	$ 17,040.00	$ 40.50	$ 17,253.00
2. REMOVE & DISPOSE OF EXISTING 6" SEWERLINE	L.F.	426	$ 2.00	$ 852.00	$ 5.00	$ 2,130.00	$ 10.00	$ 4,260.00
3. FIBERGLASS MANHOLE	EACH	2	$ 3,000.00	$ 6,000.00	$ 3,500.00	$ 7,000.00	$ 3,500.00	$ 7,000.00
4. REMOVE & DISPOSE OF MANHOLE	EACH	2	$ 300.00	$ 600.00	$ 500.00	$ 1,000.00	$ 1,800.00	$ 3,600.00
5. SEWER SERVICES	EACH	17	$ 650.00	$ 11,050.00	$ 500.00	$ 8,500.00	$ 800.00	$ 13,600.00
				$ 32,134.00		**$ 35,670.00**		**$ 45,713.00**
LINE B								
1. 8" SDR-26 PVC	L.F.	561	$ 32.00	$ 17,952.00	$ 40.00	$ 22,440.00	$ 40.50	$ 22,720.50
2. REMOVE & DISPOSE OF EXISTING 6" SEWERLINE	L.F.	561	$ 2.00	$ 1,122.00	$ 5.00	$ 2,805.00	$ 10.00	$ 5,610.00
3. FIBERGLASS MANHOLE	EACH	2	$ 3,000.00	$ 6,000.00	$ 3,500.00	$ 7,000.00	$ 3,500.00	$ 7,000.00
4. REMOVE & DISPOSE OF MANHOLE	EACH	2	$ 300.00	$ 600.00	$ 500.00	$ 1,000.00	$ 1,800.00	$ 3,600.00
5. SEWER SERVICES	EACH	16	$ 650	$ 10,400.00	$ 500.00	$ 8,000.00	$ 800.00	$ 12,800.00
6. SAW CUT & REPLACE ASPHALT	S.Y.	20	$ 80	$ 1,600.00	$ 50.00	$ 1,000.00	$ 150.00	$ 3,000.00
				$ 37,674.00		**$ 42,245.00**		**$ 54,730.50**
GRAND TOTAL FOR A & B				**$ 69,808.00**		**$ 77,915.00**		**$ 100,443.50**

CONSTRUCTION CONTRACT

This Agreement, entered into this 21st day of April , 2009 by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by **CITY OF DONNA**(hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and **FALCON CONSTRUCTION** , a corporation) of McAllen , State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME: City of Donna
PROJECT #: 5008-15-0310-5000-1500-UCP-GVG
PROJECT DESCRIPTION: "INSTALLATION OF SEWER LINE AND MANHOLES"

hereinafter called the project, for the sum of **($24,852.45) Twenty four thousand, eight hundred and fifty two dollars and forty-five cents,** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Noe Garza Engineers, Inc.** entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **30** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$400.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Contractor

Name of Firm: FALCON CONSTRUCTION

Address: 1532 Dove Avenue, Suite H
McAllen, Texas 78504

Fed. I.D. #/S.S. 454-77-8009

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the __ day of _____, 20_____,

by _____, _____ of and on behalf of _____ .
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

City of Donna
The Heart of the Valley

April 8, 2009

Urban County Program
Attn: Tony Barco
1916 Tesoro Blvd.
Pharr, TX 78577

Re: Sewer Line Improvement Project
(5008-15-0310-5000-GVG)

Dear Mr. Barco:

Please be advised that at a regular meeting of April 7, 2009, City Council approved to recommend the lowest bidder, Falcon Construction in the amount of $24,852.45 for the above-mentioned project. At this time we are requesting that the item be placed on the agenda at the next County Commissioners Meeting for their consideration.

Please contact me if you have any questions or need additional information.

Sincerely,

Oscar Cuellar, Jr.
City Manager

307 S. 12th St. Donna, Texas 78537 (956) 464-3314 Fax (956) 464-9923

AI-15025 **11.B.**

Water Improvement Planning project - City of La Joya
CC REGULAR

Date: 04/21/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY

Information

CAPTION

The Urban County Program, on behalf of City of La Joya, is requesting approval and award of best and final negotiated contract with S & B Infrastructure (highest ranked firm), in the amount of $44,000.00 utilizing Year 21 (2008) La Joya Planning funds.

BACKGROUND

The City of La Joya has negotiated a contract with S & B Infrastructure in the amount of $44,000.00 for the UCP Year 21 (2008) Water Improvement Planning project. Negotiations with S & B Infrastructure was approved in Hidalgo County Commissioners' Court on March 31, 2009. See attached proposal and scope of services.

Contract Amount:	$ 44,000.00
Funds Available:	$ 52,011.00
Utilizing:	Year 21 (2008) La Joya Planning funds

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County funds

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Contract Amount:	$44,000.00
Funds Available:	$52,011.00
Utilizing:	Year 21 (2008) La Joya Planning funds

Attachments

Link: improvement planning project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/15/2009 11:20 AM	APRV
2	Veronica Lopez	Veronica Lopez	04/16/2009 09:29 AM	APRV
3	Auditor's Office		04/17/2009 05:08 PM	NEW
Form Started By: Estella Webber			Started On: 04/15/2009 08:59 AM	

S&B INFRASTRUCTURE, LTD.
Engineering ✪ Management ✪ Technology

April 9, 2009

Urban County Program
Attn: Mr. Tony Barco
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: City of La Joya Water Improvements Project

Dear Mr. Barco,

S&B Infrastructure, Ltd. would like to thank you for selecting our firm for the City of La Joya Water Improvements Project in the amount of $44,000. This is our best and final offer.

We thank you for your consideration. If you have any questions, please feel free to contact me at (956) 926-5006.

Sincerely,

Dario V. Guerra, III, P.E.
Project Manager

Cc: Mike Alaniz, City Administrator

Prepare Contract -thanks. MT

PROJECT: LA JOYA WATER CIP
CLIENT: City of La Joya

03/21/09

EXHIBIT A -- COST PROPOSAL

COUNTY: HIDALGO
S&B JOB NO.: U0742

ACTIVITY CODE	DESCRIPTION *from EXHIBIT B*	FIRM	SERVICE	Project Manager (VIII)	Engineer (V)	Engineer (I,II)	Designer(V)	CADD Operator / Tech (I)	Secretary	TOTAL HRS	ESTIMATED FEE	TOTALS
	WATER CIP											
	Collect exist water system Data	S & B	BASIC	2	16	30		40		88	$6,789.50	
	Evaluate exist wastewater syst	S & B	BASIC	2	8	40				50	$4,865.64	
	Identify / coordinate with regulatory agencies	S & B	BASIC	2	4	8			2	16	$1,584.64	
	Establish study area / determine projections	S & B	BASIC							0		
		S & B	BASIC	2	16	30		20		68	$5,883.50	
	a Prepare Alternatives Analysis - Preliminary Report	S & B	BASIC							0		
		S & B	BASIC	2	24	30		60	8	124	$9,037.02	
	b Prepare Alternatives Analysis - Final Report	S & B	BASIC							0		
		S & B	BASIC	2	8	16			8	34	$3,054.68	
	Identify and coordinate with Funding Sources	S & B	BASIC	2	8	8			8	26	$2,339.24	
	Prepare conceptual seq of work and CIP	S & B	BASIC	2	12					14	$1,791.52	
	Prepare and assemble reports	S & B	BASIC	2	4	16		20	20	62	$3,960.64	
	Management, meetings, coord, QC/QA, site visits	S & B	BASIC							0		
		S & B	BASIC	20					20	40	$3,661.20	
	Sub Total (MASTER PLAN)			**38**	**100**	**178**	**0**	**140**	**66**	**522**		**$42,967.58**
	Total Hours	MULTIPLIER		38	100	178	0	140	66	522	0	
	CONTRACT RATES: ($/MAN-HOUR)	2.7948		141.14	125.77	89.43	61.49	45.30	41.92			
	BASE RATES: ($/MAN-HOUR)			50.50	45.00	32.00	22.00	16.21	15.00			
	NON LABOR											
	a FedEx Courier	S & B									$50.00	
	b Outside reproduction	S & B									$100.00	
	f Miscellaneous	S & B									$200.00	
	c Film development	S & B									$50.00	
	d Mylar Plots Outside reproduction	S & B									$26.42	
	e Travel - Mileage	S & B	Mileage per trip =		20	60		Milage Rate ($/mi.)=		$ 0.505	$606.00	
	Sub Total (NON-LABOR)											**$1,032.42**

NON LABOR TOTAL		**$1,032.42**
BASIC SERVICE TOTAL	**$**	**42,967.58**
SPECIAL SERVICE TOTAL	**$**	**-**
PROJECT TOTAL		**$44,000.00**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Part I - Professional Services Agreement

This Agreement, entered into this **21st** day of **April, 2009** by and between **HIDALGO COUNTY - CITY OF LA JOYA,** (hereinafter called the "PARTY") and **S&B Infrastructure LTD,** duly authorized ENGINEERING, herein acting by **Daniel O. Rios, P.E.** (hereinafter called the "ENGINEER").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the PARTY'S obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the PARTY is interested in obtaining Engineering Services; and

WHEREAS, the ENGINEER, duly licensed and registered to practice Engineering in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the ENGINEER to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the ENGINEER to furnish and provide the Engineering services as stated in EXHIBIT A and upon receipt of such satisfactory services, the Party agrees to pay the ENGINEER as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The ENGINEER shall perform the following Basic Services in connection with the proposed **Water Improvement Planning** Project Account(s) #**5008-40-2000-5000-4000**. *(See Exhibit A)*

~~2.1 Preliminary Phase~~

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive the Party and the funding agencies approval on all work.

~~c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.~~

~~d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.~~

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

~~b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.~~

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed ~~plans specification and~~ contract documents and drawings (reproducible tracings) ~~for construction authorized by the Party.~~

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

~~g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.~~

~~h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.~~

i. Preparation of property or easement descriptions.

j. Furnish to the Party of **Hidalgo County-City of La Joya** six (6) sets of reports.

~~**2.3 Construction Phase**~~

~~The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:~~

~~a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.~~

~~b. Prepare the formal Contract Documents for the Contractor.~~

~~c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.~~

~~d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.~~

~~e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.~~

~~f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.~~

~~g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.~~

~~h. Prepare monthly and final estimates for payments to Contractors.~~

~~i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.~~

~~j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.~~

~~k. Provide the Party with sepia copies of as built drawings of the constructed improvements, when requested.~~

~~1. The Engineer will be responsible for interim and final inspection.~~

~~SECTION III~~
~~ADDITIONAL SERVICES OF THE ENGINEER~~

~~If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.~~

~~3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.~~

~~3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.~~

~~3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.~~

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineer's actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the Engineering services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

~~5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.~~

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of **$ 44,000.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. ~~The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.~~

~~6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.~~

~~6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.~~

~~6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.~~

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement at any time by a 30-day 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 cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by **90 days** and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
CHANGES

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer's negligence done in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, the insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **April 21, 2009**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.
This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Daniel O. Rios, P.E. (Engineer)

Firm Name: **S & B Infrastructure LTD**

Address: **5408 North 10th Street**
City/ST/ZIP: **McAllen, Texas 78504**

FED ID #/SS #: **76-0431527**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the _____ day of_____, 20___,
by _____of and on behalf of _____,
(title) (a corporation)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

HidalgoCounty -Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Exhibit "A"

(Scope of Services)

see attached

AI-15084 **11.C.**

Public Facility Improvement project (City of Weslaco)

CC REGULAR

Date:	04/21/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting approval of a best and final negotiated Geotechnical Engineering & Asbestos Abatement Service contract with Terracon Consulting Engineers & Scientists in the amount of $4,805.00 utilizing Year 21 (2008) funds for a Public Facility Improvements Project (asbestos removal project) in the City of Weslaco.

BACKGROUND

The City of Weslaco requested authorization to negotitate a Material Testing Service contract with Terracon Consulting Engineers & Scientists for Asbestos removal project at the Weslaco Public Library Commons Facility. A best and final offer was submitted by Terracon Consulting Engineers & Scientists in the amount of $4,805.00. The improvements will allow for the removal of asbestos at the Weslaco Library Commons Facility being rehabilitated. See attached best and final offer & scope of services.

Contract Amount:	$ 4,805.00
Funds Available:	$155,202.00 FY21 (2008) Public Facility Improvements

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County funds

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

BUDGETARY IMPACT:

Urban County funds will be used for this project.

Contract Amount:	$4,805.00
Funds Available:	$155,202.00 FY 21 (2008) Public Facility Improvements

Attachments

Link: facility improvements project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/16/2009 01:54 PM	APRV
2	Veronica Lopez	Veronica Lopez	04/16/2009 03:09 PM	APRV

3	Auditor's Office	04/17/2009 05:08 PM	NEW
Form Started By: Estella Webber		Started On: 04/16/2009 11:39 AM	
Final Approval Date: 04/17/2009			

April 16, 2009

Terracon

Consulting Engineers & Scientists

Terracon Consultants, Inc.
1506 Mid-Cities Drive
Pharr, Texas 78577
Phone 956.283.8254
Fax 956.283.8279
www.terracon.com

Mr. Anthony Covacevich
City of Weslaco
255 South Kansas City Street
Weslaco, Texas 78596

Attention: Mr. Anthony Covacevich

Telephone: (956) 447-3401
Fax: (956) 973-3128

Re: Best and Final Offer for
Asbestos Consulting Services
Old Weslaco Museum Building
515 South Kansas
Weslaco, Texas
Terracon Proposal No.H8809018

Mr. Anthony Covacevich:

In regards to Terracon Consultants, Inc. (Terracon) proposal no. H8809018 dated April 6, 2009 for Asbestos Consulting Services at the Old Weslaco Museum Building, the estimated cost of $4,805 to conduct the project is our *Best and Final Offer*.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you should have any questions or comments, please call us to discuss.

Sincerely,
TERRACON CONSULTANTS, INC.

for Eloy Palacios
Licensed Asbestos Inspector
License No. 602730
epalacios@terracon.com

for Robert N. Dalton
TDSHS Individual Asbestos Consultant
License No. 105089
rndalton@terracon.com

APR 16 2009

CONTRACT AGREEMENT FOR ASBESTOS ABATEMENT SERVICES

BETWEEN

COUNTY OF HIDALGO- URBAN COUNTY PROGRAM

and

TERRACON CONSULTING ENGINEERS & SCIENTISTS

PREPARED ON (4-21-09)

For

GEOTECHNICAL ENGINEERING & ASBESTOS ABATEMENT SERVICES (WESLACO – Year 21 (2008) PUBLIC FACILITY IMP. (LIBRARY COMMONS REMOVAL OF ASBESTOS)

CONTRACT AGREEMENT
FOR
GEOTECHNICAL ENGINEERING &
ASBESTOS ABATEMENT SERVICES
(WESLACO – Year 21 (2008) PUBLIC FACILITY IMP.
(LIBRARY COMMONS REMOVAL OF ASBESTOS)

STATE OF TEXAS
COUNTY OF HIDALGO

PART I – PARTIES AND SERVICES

This agreement is made on **APRIL 21,** in the year **2009,** between **County of Hidalgo-Urban County Program,** hereinafter called the **Client**, and **Terracon Consulting Engineers & Scientists** hereinafter called the **Laboratory**, for **Geotechnical and Asbestos Abatement Servicces**, hereinafter called the **Services**.

Hidalgo County-Urban County Program has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement.

The **Laboratory** agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The **Laboratory** shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **Laboratory** pertaining to this Agreement. Such rights to access shall continue as long as the records are

retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The **Laboratory** shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The **Laboratory** shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

PART II – FEES

The fees for **Services** rendered shall be in accordance with the attached Attachment B, entitled **"Schedule of Fees for Professional Services."**

PART III – TERMS AND CONDITIONS

ARTICLE 1. SERVICES – LABORATORY SHALL:

1.0 Perform Geotechnical & Construction Material Testing Services for Hidalgo County –Urban County Program as identified in Attachment A "Scope of Services".

1.1 Act for the **Client** in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with the standards of the Profession.

1.2 Provide only those **Services** that, in the opinion of the **Laboratory**, lie within the technical and professional area of expertise of the **Laboratory** and which **Laboratory** is adequately staffed and equipped to perform.

1.3 Perform all technical services under the general direction of a Licensed Professional Engineer registered in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards as designated by the **Client.**

1.4 Promptly submit all formal construction materials test reports for all tests, observations and services performed indicating where applicable, compliance with project specifications or other documents. Such reports shall be complete and factual. Such reports shall cite the test performed, methodology employed, test values obtained, and locations where tests were preformed.

1.5 Promptly submit formal geotechnical reports for geotechnical explorations requested by the **Client**. Such reports shall contain a site plan with the boring locations indicated, boring logs, a report of the results of laboratory testing, and contain design recommendations pertaining to the planned construction.

1.6 Employ testing equipment and machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and

Technology (NIST) of the United States Department of Commerce, and submit upon request by the Client, documentation of such calibration.

1.7 Report Distribution and Ownership

1.7.1 Laboratory will consider all reports to be the confidential property of the **Client**, and will distribute reports only to those persons, organizations or agencies as designated in writing by the **Client** and its authorized representative.

1.7.2 **Client** acknowledges the **Laboratory's** documents as instruments of Professional service. Nevertheless, the plans and specifications prepared under this agreement shall become the property of the **Client** upon completion of the work and payment will be made in full of all monies due to the **Laboratory**. The **Client** shall not re-use or make any modification to the reports without prior written authorization of the **Laboratory**. Any unauthorized use reuse of the documents will be at the **Client's** sole risk.

1.8 **Laboratory** will retain all pertinent records relating to services performed for a period of 5 years following submission of all reports, during which period the records will be made available to the **Client** within a reasonable time.

ARTICLE 2. CLIENT'S RESPONSIBILITIES-Client or its authorized representative shall:

2.1 Provide the **Laboratory** with all the plans, specifications, addenda's change orders, approved shop drawings and other information for the proper performance of the **Laboratory**.

2.2 Designate in writing those persons or firms who are authorized to receive copies of **Laboratory's** inspection and test reports.

2.3 Advise **Laboratory** sufficiently in advance of any operations so as to allow for assignment of personnel by the Laboratory for completion of the required service. Such advance notice shall be in accordance with that established by mutual agreement of the **Client** and **Laboratory**.

2.4 Direct any Contractor where testing is to take place, either by construction contract or direct written order to:

(a) Secure and deliver to **Laboratory**, at no cost to **Laboratory**, preliminary representative samples of materials it proposes to use which require laboratory testing.

(b) Furnish such casual labor and all facilities needed by the Laboratory to obtain and handle samples at the testing site and to facilitate the specified inspection of tests.

(c) Provide and maintain for the use of the **Laboratory**, adequate space at the material testing site for safe and secure storage and proper curing of test specimens that must remain on the project site prior to laboratory testing.

ARTICLE 3. GENERAL CONDITIONS

3.1 **Laboratory**, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to construction materials testing customarily vested in applicable project architects or engineers, or any other design professionals, agencies or authorities.

3.2 **Laboratory** shall not be responsible for acts of omissions of any party or parties involved in the design of any project where material testing is to take place or the failure of any Contractor or Subcontractor to construct any aspect of such project in accordance with recommendations contained in any correspondence or verbal recommendation issued by **Laboratory**.

3.3 **Laboratory** is not authorized to revoke, alter or relax, enlarge or release any requirements of the Client's specifications or other documents nor to approve or accept any portion of the work, unless specifically authorized in writing by Client or his authorized representative. **Laboratory** shall not have the right of rejection or the right to stop the work, except for such periods as may be required to conduct sampling, testing, or inspection of operations covered by the **Agreement**.

3.4 Either party may terminate this **Agreement** on thirty (30) days written notice or by mutual agreement. If this **Agreement** is terminated by either party, **Laboratory** shall be paid in full for all services performed through the termination date, and the **Client** shall be provided with a complete report of the results of tests and analysis conducted prior to termination of **Agreement**.

3.5 Neither **Client** nor **Laboratory** may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent the other party.

3.6 The only warranty made by **Laboratory** in connection with its service performed hereunder is that it will use the degree of care and skill as set in Article I above. No other warranty, expressed or implied, is made or intended for services provided hereunder or furnishing oral or written reports of findings made.

3.7 Successors and Assigns.

3.7.1 **Client** and **Laboratory** each binds themselves and their partners, successors, executors, administrators, assign legal representative to the other party to this **Agreement** and to the partners, successors, executors, administrator, assigns and legal representative of such other party in respect to all covenants, agreements, and obligations of this **Agreement**.

3.7.2 Neither **Client** or **Laboratory** shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this **Agreement** without the written consent of the other except as stated in paragraph 3.7.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an Assignment, no assignment will release or discharge the assignor from any duty or responsibility under this **Agreement**. Nothing contained in this Paragraph shall prevent **Laboratory** from employing such independent Consultants, associates and subcontractors, as he may deem appropriate to assist him in the performance of services hereunder.

3.7.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the **Client** and **Laboratory**.

3.8 Non Binding Mediation

3.8.1 In the event of a dispute or claim between **Laboratory** and **Client** arising out of or related to this Agreement, both parties agree to submit to a Non-Binding Mediation with the hope of achieving a satisfactory resolution prior to proceeding with formal litigation processes, including the filing of claims against parties (unless a failure to file causes waiver or loss of rights or subsequent action).

3.8.2 Such Non-Binding Mediation shall be conducted by a mediator and rules agreed to by both parties. Both parties shall mediate through a selected and mutually agreed to senior representative of each respective party.

3.8.3 Both the **Laboratory and Client** will bind their respective consultants, contractors, vendors, fabricators, and suppliers involved in this Project to contracts which will provide similar Non-Binding Mediation as the

primary dispute resolution method to other agreements.

3.9 Indemnity

3.9.1 The Owner will require the Laboratory, in connection with work produced under this agreement, to hold harmless and indemnify the Client, and each of its officers, agents and employees, from any and all liability claims, losses, or damage arising out of or alleged to arise from Laboratory's negligence in the performance of the work described in this agreement.

ARTICLE 4. INSURANCE

The **Laboratory** shall obtain and keep in force during the term of its engagement on the Project, the insurance as follows:

4.1 Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to Hidalgo County-Urban County Program.

4.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

4.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

4.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

4.6 Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

ARTICLE 5. PAYMENTS:

5.1 **Client** will pay **Laboratory** for Services rendered while work is in progress as executed through a lump sum fee For each **Request for**

Payment, the **Laboratory** shall prepare and submit to the **Client** monthly progress reports in sufficient detail to support the progress of the work done.

ARTICLE 6. EXTENT OF AGREEMENT:

6.0 After execution of this **Agreement**, the **Laboratory** shall proceed with work, only as authorized by the **Client** through a formal **NOTICE TO PROCEED**.

6.1 The **Agreement**, including these terms and conditions, represents the entire agreement between the **Client** and **Laboratory** and supercedes all prior negotiations, representations or agreements, written or oral. The **Agreement** may be amended only by written instrument signed by **Client** and **Laboratory**.

6.2 The **Agreement** shall remain in force for the duration of the project from the date this agreement is signed by all parties.

ARTICLE 7. APPLICABLE LAW:

7.1 The laws of the State of Texas shall govern the **Agreement**. Venue shall be in County of Hidalgo.

ARTICLE 8. ATTORNEY FEES:

8.1 In the unlikely event that a dispute occurs and is litigated, or a cause of action in the law or equity is filed concerning the operation, construction interpretation or enforcement of this agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including but not limited to court costs, deposition fees, and expert witness fees, out of pocket expenses and travel expenses which are incurred by the prevailing party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

LABORATORY:	**CLIENT:**
Jorge A. Flores	Diana R. Serna, UCP Director
Terracon Consulting Engineers & Scientists 1506 Mid-Cities Drive Pharr, Texas 78577	Hidalgo County Urban County Program 1916 Tesoro Blvd. Pharr, TX 78577

APPROVED AS TO FORM:

BY: STEVE CRAIN- ATLAS & HALL
DATE: : 2-19-2008

EXHIBIT "A"

April 6, 2009

Mr. Anthony Covacevich
City of Weslaco
255 South Kansas City Street
Weslaco, Texas 78596

Attention: Ms. Sylvia M. Martinez

Telephone: (956) 447-3401
Fax: (956) 973-3128

Terracon

Consulting Engineers & Scientists

Terracon Consultants, Inc.
1506 Mid-Cities Drive
Pharr, Texas 78577
Phone 956.283.8254
Fax 956.283.8279
www.terracon.com

Re: Asbestos Consulting Services
Old Weslaco Museum Building
515 South Kansas
Weslaco, Texas
Terracon Proposal No.H8809018

Mr. Anthony Covacevich:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide asbestos consulting services for the abatement phase of the project at the above referenced location. The scope of services is intended to meet state and federal requirements for asbestos abatement projects conducted prior to renovation/demolition operations in public buildings.

Terracon understands the work will include the removal of asbestos-containing 12" X 12" floor tile(tan/light green), vinyl sheathing and mastic (yellow), sink undercoat, 12" X 12" floor tile (light green), ceiling texture, brick mastic, and window glaze from the old Weslaco Museum. The asbestos-containing materials (ACM) were identified as part of an asbestos inspection conducted by others. Terracon proposes to prepare abatement plans and specifications, provide assistance in obtaining asbestos abatement bids, provide air monitoring/inspection/project management services during abatement, and prepare project closeout documents following abatement operations as part of the scope of work in this proposal.

PROPOSED SCOPE OF SERVICES

Task 1 – Asbestos Abatement Design

Terracon will develop a site specific set of asbestos abatement plans and specifications for the removal and disposal of the identified ACM from the facilities listed above. The specifications will be prepared by a TDSHS Licensed Individual Asbestos Consultant in accordance with current local, state and federal regulations. Three (3) copies of the

documents will be provided to the Client one of which will be provided to the Asbestos Abatement Contractor selected to perform the abatement work. The specifications will define abatement practices, procedures and inspection protocols.

Task 2 – Project Implementation

Terracon will provide a Licensed Asbestos Consultant and Technician(s), who will be available for periodic inspections and air sampling throughout the duration of the removal project. The asbestos Consultant will coordinate operations for the Client and provide abatement project management for the duration of the project. Terracon will also review all pre-job submittals pertaining to asbestos abatement prior to the beginning of the project. Critical visual inspections conducted prior to the start of work and at the completion of abatement, prior to encapsulation, will be conducted by the Consultant or a qualified Project Manager delegated by the Consultant. Air monitoring will be conducted throughout the abatement activities and following the completion of abatement operations. It is estimated that the on-site visual inspections and air monitoring services provided on the project will require approximately 5 days on-site for removal of the asbestos-containing materials identified in the building(s). The air samples collected prior to and during the work periods will be analyzed on-site or off-site, as required, by Phase Contrast Microscopy (PCM) in accordance with the National Institute of Occupational Safety and Health (NIOSH) Method 7400. Final clearance air sampling will be conducted utilizing PCM methods as required by the Texas Asbestos Health Protection Rules (TAHPR).

Task 3 – Final Project Documentation

Once the project is completed, Terracon will prepare a final project report and provide two (2) copies to the Client. Additional report copies can be prepared for a cost of $50 per copy. The final project report will include a description of the project, asbestos monitoring results, and a review of the abatement contractor's documentation. Review of the abatement contractor's documentation will include waste disposal manifests, worker documentation, OSHA monitoring results, and all project submittals.

PROJECT BUDGET

The project budget is based on the anticipated scope of work as outlined above. Task 1 is presented as a lump sum charge. Tasks 2 through 4 are presented as time and material charges, which will be based in part on the duration of the abatement project as proposed by the selected abatement contractor. The following is an estimate based upon available data and will not be exceeded without Client approval. Work involved in the project may be authorized on a Task by Task basis.

- Task 1 – Asbestos Abatement Design Documents
  Abatement Design Documents (***Lump Sum***) $ 850.00
- Task 2 – Project Implementation
  On-site Inspection/Air Monitoring (includes equipment, and collection and analysis of up to ten PCM air samples/day), $55.00/hour (***estimate*** 40 hours, ~5 days) $ 2,200.00
- Task 3 - Final Project Documentation (closeout)
  Report Preparation, $75.00/hour (estimate 7 hours) $ 525.00

Estimated Total **$ 3,575.00**

The Client should also be aware that the TDSHS will assess notification fees directly to the Owner based on the quantity of asbestos removed. The fee for this current project will be approximately $ 1,230.00.

Terracon's invoice will be submitted to the Client upon completion of the proposed services. **The Client will only be charged for actual hours charged to the project during the abatement phase.** If conditions are encountered at the site which requires significant changes in the scope of services or a significant increase in the anticipated number of hours necessary which will increase the cost of the project, you will be contacted for discussion and approval of such changes before we proceed.

CONDITIONS

Items to be provided by the Client include:

- The legal right-of entry to conduct the assessment.
- Any restrictions or special access requirements regarding the site shall be made known to Terracon prior to site mobilization.
- Any known environmental conditions at the site (i.e., hazardous materials or processes, specialized protective equipment requirements, unsound structural members, etc.) shall also be communicated to Terracon prior to site mobilization.
- A diagram of the suite layout such as a scaled architect's drawing or construction drawing (if available) will be provided to Terracon.
- Reliance authority to utilize the provided asbestos survey data shall be granted to Terracon.

Terracon

GENERAL COMMENTS

The analysis, comments and recommendations presented in the written report will be based on the information collected as discussed in this proposal. If requested by the Client, Terracon may provide a verbal report prior to completion of a final written report. The content of the final written report takes precedence over any verbal reports which may be provided. Please note that Terracon does not warrant the work of laboratories, regulatory agencies or other third parties supplying information used in the preparation of the report. Terracon cannot guarantee a building or building components to be asbestos free.

This proposal has been prepared for City of Weslaco for use on the referenced project. The report prepared as part of the services herein shall be for the exclusive use and reliance of City of Weslaco and shall not be conveyed to third parties without prior written authorization from them and Terracon.

This proposal may be accepted by executing the attached Agreement for Services and returning the executed copy along with this proposal to Terracon. The terms, conditions, and limitations stated in the Agreement for Services and this proposal shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within thirty (30) days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you should have any questions or comments regarding this proposal, please call.

Sincerely,
TERRACON CONSULTANTS, INC.

Eloy Palacios
Licensed Asbestos Inspector
License No. 602730
epalacios@terracon.com

Robert N. Dalton
TDSHS Individual Asbestos Consultant
License No. 105089
rndalton@terracon.com

Attachments: Agreement for Services

Terracon

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Weslaco ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Old Weslaco Museum Building project ("Project), as described in the Project Information section of Consultant's Proposal dated April 6, 2009 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services**. The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.

2. **Acceptance.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party.

3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment.

5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.

6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $10,000 OR ITS FEE FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**

7. **Indemnity/Statute of Limitations.** Consultant and Client shall defend, indemnify, and hold harmless the other, their agents, and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.

8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

9. **Insurance**. Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($1,000,000 occ / $2,000,000 agg); (iii) automobile liability insurance ($1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

Agreement Reference Number (Terracon Proposal or Project Number):H8809018

10. **CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.

12. **Subsurface Explorations**. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

13. **Testing and Observations**. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Consultant so Consultant can perform these Services. Consultant shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

14. **Sample Disposition, Affected Materials, and Indemnity**. Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

15. **Ownership of Documents**. Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.

16. **Utilities**. Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.

17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

18. **Termination**. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

Consultant: **Terracon Consultants, Inc.**	Client: **City of Weslaco**
By: _____ Date: **04/06/2009**	By: _____ Date: _____
Name/Title: **Jorge A. Flores, Office Manager**	Name/Title: **Mr. Anthony Covacevich**
Address: **1506 Mid Cities Drive**	Address: **255 South Kansas City Street**
Pharr, Texas 78577	**Weslaco, Texas 78596**
Phone: **956.283.8254** Fax: **956.283.8279**	Phone: **956.447.3401** Fax: **956.973.3128**

Agreement Reference Number (Terracon Proposal or Project Number):H8809018

DISTRIBUTION SHEET

Thank you for choosing Terracon Consultants, Inc. to provide these services. Please fill out below the pertinent information below so that we may expedite report distribution, project correspondence and invoice(s) to appropriate person (s). If you have any questions please do not hesitate to contact our office.

Project Name: **Old Weslaco Museum Building**

Client

Copies _____ Firm _____

Address _____

Attn: _____ P _____ F _____

Email: _____

Invoice (do not complete if same as client)

Copies _____ Firm _____

Address _____

Attn: _____ P ( ) _____ F ( ) _____

Email: _____

Report Distribution (Clients, Architects, Engineers, Contractors, etc...)

Copies _____ Firm _____

Address _____

Attn: _____ P ( ) _____ F ( ) _____

Email: _____

Copies _____ Firm _____

Address _____

Attn: _____ P ( ) _____ F ( ) _____

Email: _____

Copies _____ Firm _____

Address _____

Attn: _____ P ( ) _____ F ( ) _____

Email: _____

Copies _____ Firm _____

Address _____

Attn: _____ P ( ) _____ F ( ) _____

Email: _____

Copies _____ Firm _____

Address _____

Attn: _____ P ( ) _____ F ( ) _____

Email: _____

Copies _____ Firm _____

Address _____

Attn: _____ P ( ) _____ F ( ) _____

Email: _____

If you need more room or would like to send other pertinent information please provide on the back of this sheet. Thank you for your time and concern to this matter.

AI-15098 **12.A.**

Appointment of Deputy Constable Precinct 3
CC REGULAR

Date:	04/21/2009
Submitted By:	Rachel Cavazos, CONSTABLE PCT. #3
Submitted For:	Larry Gallardo
Department:	CONSTABLE PCT. #3
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #3:
Appointment of Deputy Constable as per Texas Local Government Code Section 86.011.

BACKGROUND

Fiscal Impact

Attachments

Link: Local government Code 86.011

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/17/2009 08:28 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	04/17/2009 12:47 PM	APRV
3	Auditor's Office		04/17/2009 05:08 PM	NEW
Form Started By: Rachel Cavazos			Started On: 04/16/2009 04:26 PM	
Final Approval Date: 04/17/2009				

LOCAL GOVERNMENT CODE

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

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

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

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

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

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

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

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

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

Amended by:

Acts 2005, 79th Leg., Ch. 1094, § 18, eff. September 1, 2005.

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

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

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

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

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

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

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

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

Added by Acts 1997, 75th Leg., ch. 884, § 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, § 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.821, eff. Sept. 1, 2001.

Amended by:

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

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

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

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

SUBCHAPTER B. DEPUTIES

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

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

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

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

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

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

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

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

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

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

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

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

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

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

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

SUBCHAPTER C. POWERS AND DUTIES

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

section that may be executed by a constable.

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

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

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

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

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

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

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

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

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

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

§ 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal. This section does not apply to actions brought under or that could have been brought under Chapter 34, Civil Practice and Remedies Code.

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

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

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 421, § 6, eff. September 1, 2007.

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

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

AI-15034 **13.A.**

81st Legislative Session

CC REGULAR

Date:	04/21/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Discussion and possible action regarding Hidalgo County's Legislative Program for the 81st Session of the Texas Legislature.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/15/2009 11:27 AM	APRV
2	Roland Garcia	Rolando Garcia	04/16/2009 01:38 PM	APRV
3	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Erika Reyna — Started On: 04/15/2009 11:01 AM

Final Approval Date: 04/17/2009

AI-15037 **14.A.**

Reimbursement of funds-Probate Court

CC REGULAR

Date: 04/21/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For: Lydia Barrientes
Department: COMMISSIONERS' COURT EXEC. OFFICE

Information

CAPTION

Requesting approval to reimburse Probate Court Investigator, David T. Marroquin the amount of $518.95 for the following purchases with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor:

Invoice Date	Vendor	Amount
1-30-09	Notary Public Und.	$99.75
3-11-09	L-1 Identity Solutions	$44.20
3-11-09	National Guardianship Association	$125.00
3-11-09	Center for Guardianship Certification	$250.00

BACKGROUND

Pending transfer of funds to Fund 1243 obj. 339 (Refer to AI-15016)

*Originals sent to Auditor 4/15/09-MB

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1XXX-412-00-023-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

9-1243-412-00-023-002-0-584 $375.00; Funds available as of 04/16/09.
9-1243-412-00-023-002-0-339 $ 44.20; Available funds are pending transfer. (refer to AI-15016)
9-1100-412-00-023-001-0-529 $ 99.75; Funds available as of 04/16/09.

Attachments

Link: affidavit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/15/2009 01:28 PM	APRV
2	Veronica Lopez	Veronica Lopez	04/15/2009 02:35 PM	APRV
3	Sylvia Solis	Sylvia Solis	04/16/2009 10:01 AM	APRV
4	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Monica Badillo

Started On: 04/15/2009 11:41 AM

Final Approval Date: 04/17/2009

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, David T. Marroquin, do hereby state that the item(s) listed on the invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
Trace # 9029240001086	1-30-2009	99.75	Notary Public Und - Tx Notary Publi
TCN# 847996082665	3-11-2009	44.20	L-1 Identity Solutions
	3-11-2009	125.00	NGA - TX ORDER FORM
	3-11-2009	250.00	CGC - Application
TOTAL		518.95	

✓ 9-1243-412-00-023-002-0-584 - 375.00
✓ 9-1243-412-00-023-002-0-339 - 44.20
✓ 9-1100-412-00-023-001-0-529 - 99.75

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: David T. Marroquin

TITLE: Probate Court Investigator
PERSON MAKING PURCHASE

Before me Lydia Barrientes, a Notary Public, appeared David T. Marroquin and on his oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. H**E** / S___ further stated h**E** / s___ requested payment of the same.

(SEAL)

LYDIA BARRIENTES
Notary Public, State of Texas
My Commission Expires
JULY 1, 2009

Lydia Barrientes
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVAL: **DEPARTMENT HEAD**

2009 APR 14 AM 8 36

HIDALGO COUNTY
BUDGET OFFICE

APPROVAL: **COUNTY AUDITOR**

COUNTY AUDITOR'S FORM: ARS-CA-004
REVISED: 11/23/2004

24th

[redacted]

DAVID T MARROQUIN
200 E KERSTA
MCALLEN, TX 78501

02-10-2003

[redacted]

1243073-2

02-10-2013

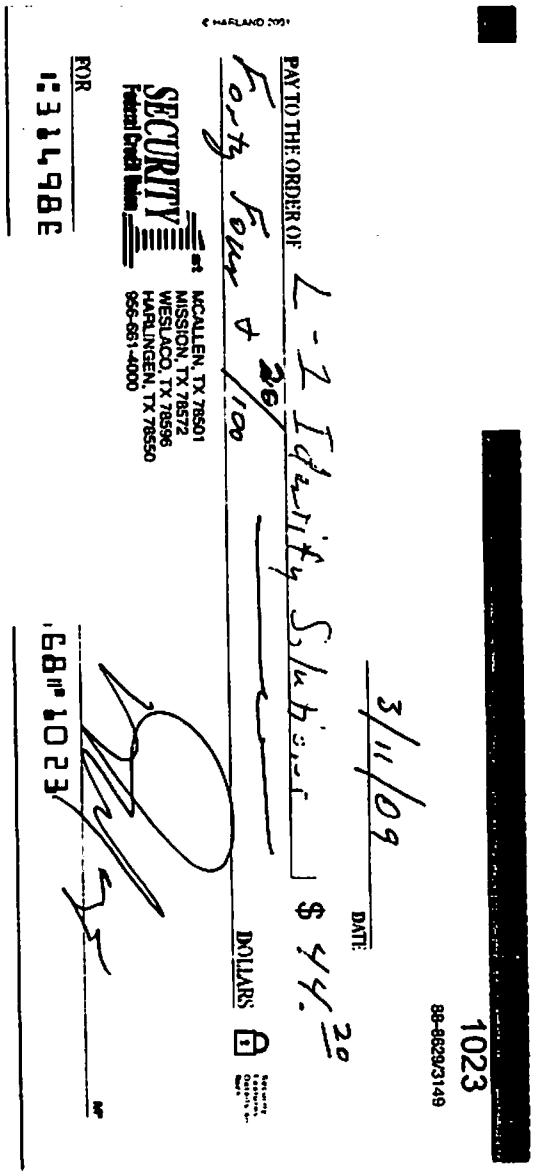
Draft 76 Detail
DIAMOND CLUB CHKG

Click here to print this page

Draft Search

YTD Dividends	Annual Percent Yield	Dividend Rate	Prior-Year Dividends
$11.04	Tiered Rate	Variable%	$102.58

01/30/2009	Withdrawal @ NOTARY PUBLIC UND.-TX NOTARY PUBLIC UND.-TX TALLAHASSEE FL US Trace #902924001086	-$99.75	$10,275.07



FAST Fingerprint Applicant Services of Texas

check

1-888-467-2080

Applicant Name: Marroquin (Last) David (First) (Initial)

Amount Paid: 44.20 Date: 3-11-09

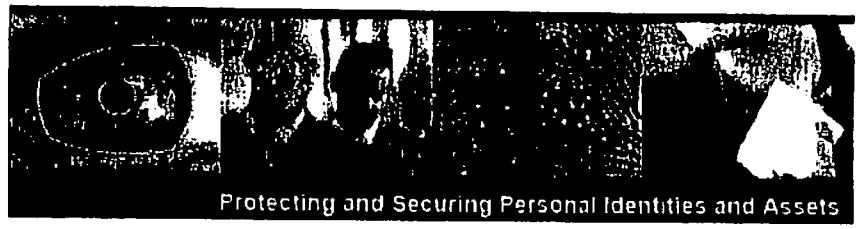
I certify that the above amount has been paid for fingerprinting services and that fingerprints have been taken and submitted.

Rebecca Lopez 3-11-09

Operator Signature Date

TCN# 8 499608 2665

L-1 IDENTITY SOLUTIONS™
ENROLLMENT SERVICES DIVISION



Texas Registration

IBT (888) 467-2080

Name: David T Marroquin
Date Entered: 3/2/2009
Amount: $44.20

ORI Number: TX922180Z
Fingerprint Reason: 61: TxGC 411.1386 Guardians appointed by county clerk

Remember to bring your FAST Fingerprint Pass to your appointment

RegID

PH09002336P

Location Information

EDINBURG
TEACHERBUILDER . COM
2524 WEST FREDDY GONZALEZ DRIVE, EDINBURG
TX

Your Appointment

March 11, 2009 at 12:00 pm

Remember to bring a valid photo id to your appointment. A photo will be taken for the state of Texas, so please dress appropriately. If you are unable to make your appointment, contact L-1 Enrollment Services at least one day before your appointment at (888) 467-2080 with your registration number to reschedule.
Valid forms of ID: *Texas DL or ID, Current Passport, Military ID, U.S. Naturalization Certificate*

Secondary forms of ID:
Other states DL or photo ID, Original or certified copy of birth certificate, Original or Certified copy of a U.S. DOS Certification of Birth issued to U.S. citizens born abroad, Original or Certified copy of court order with name and date of birth
SUPPORTING DOCUMENTATION:
School Records, Insurance Policy, Vehicle title, Military records, Current military dependant ID card,

Please print a copy of this page for your records.

[redacted]

1022

88-8629/3149

3/11/09

DATE

PAY TO THE ORDER OF for Guardianship Certificate $ 250.00

Two Hundred Fifty & NO/100 DOLLARS

SECURITY Federal Credit Union
1st MCALLEN, TX 78501
MISSION, TX 78572
WESLACO, TX 78596
HARLINGEN, TX 78550
956-661-4000

FOR

⑆314986292⑆ 0004543468⑈1022

for Lydia

CENTER for GUARDIANSHIP CERTIFICATION

APPLICATION FOR TEXAS EXAM AND NATIONAL CERTIFIED GUARDIAN CERTIFICATION

$250 application and exam fee for the Texas Exam and National Certified Guardian Certification
$100.00 exam application fee for the Texas Exam (only if applicant already possesses NCG Certification)
($100 Re-testing fee)

1. Full Name: David T. MARROQUIN
(as you wish it to appear on your certificate)

Exam Date: 05/18/2009 Exam location: Austin, Texas

I would like to take my exam in the following manner:
- ☐ Online (using my own laptop)
- ☒ Using paper and pencil

2. Business/Firm Name: Hidalgo County Probate Court.
3. Mailing Address: 100 N. Closner, 3rd Floor
City: Edinburg State: Texas Zip 78539
4. Work Telephone Number: 956-318-2385 Fax Number: 956-318-2387
5. Home Telephone Number: 956-687-4274 E-mail Address: dtmarroquin@yahoo.com

Check #_____ for $ _____ is enclosed.

Please make check payable to Center for Guardianship Certification.

MasterCard/Visa#: _____ ***Exp. Date:*** _____

Three-Digit Security Code: _____ ***Signature:*** _____

Return Application with Appropriate Fees to:

Center for Guardianship Certification
PO Box 5704
Harrisburg, PA 17110
(717) 238-4689 Phone ♦ (717) 238-9985 Fax

APPLICATION DEADLINE IS 30 BUSINESS DAYS PRIOR TO SCHEDULED EXAM DATE!

6. List your experience providing guardianship or other alternative protective services of person or estate for the last two years, beginning with the most recent. *(optional)*

Employer Name/Address	*Position*	*Start and end dates*
Hidalgo County Probate Court 100 N. Closner, Edinburg TX 78539	Investigator	04/30/05 to Present
Social Security Admin. 3004 N. McColl Mission, TX 78501	Field Rep.	12/78 – 05/2001

7. Have you ever been convicted or pled guilty or no contest to a felony? ☐ Yes ☒ No

8. Have you ever been found civilly liable for an action of fraud, moral turpitude, misrepresentation, material omission, misappropriation, theft, or conversion? ☐ Yes ☒ No
If yes, please submit a letter of explanation, including the case number.

9. Have you ever been relieved of responsibilities as a guardian or conservator by a court, employer, or client for actions involving fraud, misrepresentation, material omission, misappropriation, theft, or conversion?
If yes, please submit a letter explaining the circumstances. ☐ Yes ☒ No

10. Are you bonded in accordance with Texas statutes and local practice? ☐ Yes ☐ No
If no, please explain.

11. Have you ever been found liable in a subrogation action by an insurance or bonding agent? ☐ Yes ☒ No
If yes, please explain. _____

12. Do you have any special needs requiring CGC attention? ☐ Yes ☒ No

I certify that the information provided in this application is true and correct to the best of my knowledge and belief and understand and agree that I have a continuing obligation to advise the Center for Guardianship Certification if there is a change in circumstances.

(Must be signed before a Notary Public)

3/11/09
Date

Signature of Applicant

State of TEXAS County of Hidalgo

The foregoing instrument was acknowledged before me this 11th day of March 2009
by David T. Marroquin who is personally known to me or who has produced
_____ as identification and who did not take an oath.

_____

Center for Guardianship Certification
A 17110• 717-238-4689 (fax) 717-238-9985 www.guardianshipcert.org

JULY 1, 2009

National Certified Guardian Declaration and Agreement

I affirm that I have carefully read and voluntarily agree to be bound by the Terms and Conditions of Certification listed below. Furthermore, I declare under penalty of perjury that the representations contained in this Declaration are true and complete.

David T. MARROQUIN — *Candidate Name*
3/11/09 — *Date*
956-318-2385 — *Telephone Number*
100 N. Closner, 3rd Floor, Edinburg Texas 78539 — *Address*

Upon certification, the applicant and the CGC Board will be bound by the terms and conditions contained in this document.

I understand that permission to use the certification marks National Certified Guardian is valid for a period of two years. At the end of such period, if the certification is not renewed, the certification expires and any right to use the marks will terminate. If I fail to comply with requirements to renew my certification, I agree to cease use of the marks immediately. I understand that the CGC Board may relinquish any rights I may have in the use of its marks if I fail to maintain a current certification status.

I have read and understand the NGA Model Code of Ethics, as well as the CGC Rules and Regulations Regarding Certification and Re-Certification of National Certified Guardians. I agree to adhere to the provisions of those documents as they presently exist and as they may be amended from time to time.

I further understand and agree that the CGC Board has the absolute and unrestricted right to revoke any rights I may have to use its marks National Certified Guardian if it finds that I have failed to comply with the NGA Model Code of Ethics and the CGC Rules and Regulations Regarding Certification and Re-Certification of National Certified Guardians.

In consideration of the certification granted hereby, I further agree that neither the CGC Board nor its directors, officers, employees and others acting on its behalf shall be liable to me for any actions taken or omitted to be taken in any official capacity or in the scope of employment, except to the extent that such actions or omissions constitute willful misconduct or gross negligence, and I hereby release the CGC Board and the other persons identified above from any liability for such actions or omissions.

CGC will take every precaution to ensure the exam is secure from the testing location to the CGC offices. CGC utilizes courier or overnight services to send the exams and, due to this process, an exam may be lost or destroyed prior to grading. In the unlikely event this occurs, it will be the responsibility of the candidate to retake the exam at no additional fee.

I affirm that I have read carefully and understand the items set forth in this statement, including the release of liability and the items described herein. I further affirm that my statements are true and complete to the best of my knowledge and freely given.

David T. MARROQUIN — *Candidate*
Signature
3/11/09 — *Date*

State of TEXAS County of Hidalgo

The foregoing Declaration and Agreement was acknowledged before me this 11th day of March 2009 by David T. Marroquin who is personally known to me or has produced appropriate identification.

Notary Public

LYDIA BARRIENTES
Notary Public, State of Texas
My Commission Expires
JULY 1, 2009

Center for Guardianship Certification
PO Box 5704 Harrisburg PA 17110• 717-238-9985 (fax) 717 238-4689• www.guardianshipcert.org

Revised: 2/5/09

[redacted]

1024

68-8629/3149

3/11/09
DATE

PAY TO THE ORDER OF NGA $125.00

One Hundred Twenty Five & NO/100 DOLLARS

SECURITY Federal Credit Union
MCALLEN, TX 78501
MISSION, TX 78572
WESLACO, TX 78596
HARLINGEN, TX 781
956-661-4000

FOR

⑆314986292⑆

NATIONAL GUARDIANSHIP ASSOCIATION

174 Crestview Drive, Bellefonte, PA 16823
Toll Free: 877-326-5992
Fax: 814-355-2452
Email: info@guardianship.org
Website: www.guardianship.org

Information Sheet

Use This Form To Register For NGA/Texas Specific Review Courses Or To Purchase NGA and/or Texas Study Materials

The Review Course conducted by the National Guardianship Association (NGA) is designed to help you prepare for the Texas Guardianship Certification Examination. NGA "Approved Educators" will conduct the course that covers both the national certification and Texas specific material that is included in the integrated exam. The course registration fee includes copies of both the Texas-specific Study Guide and NGA Study Guide, which incorporates the Model Code of Ethics and the NGA Standards of Practice. The Study Guides, CDs and audio tapes are also available for purchase separately without registering for a Review Course.

The exams are conducted by the Center for Guardianship Certification and courses are run by NGA, two entirely different organizations. Therefore, registering for an exam and a course is a two-step process and payment must be made separately to each organization. Registering for the review course or ordering study materials does not automatically register you for the exam and vice versa.

1. **For information on the Exam** you must contact the Center for Guardianship Certification by calling 717-238-4689 or obtain the exam registration form at: www.guardianshipcert.org

2. **To register for the Review Course or order the study materials** offered by the National Guardianship Association, use this form. Order Study Guides as part of course registration or separately. Study Guides will not be available for purchase at the course locations.

SHIPPING & HANDLING INFORMATION

1. Orders are shipped Priority Mail within three (3) business days of receipt.

2. If you are ordering between 2-6 sets (3-12 books, not including a cd or tape with your order) there is an additional $12.00 shipping and handling fee that is required. Any orders over 12 books will need to call the NGA office for the shipping quote (877-326-5992).

3. Orders of 1 set (2 books maximum) may be shipped Express Mail (1-2 day) at your expense for an additional $17.50. These orders still have the 3 business day processing time.

IMPORTANT
Email address must be provided to receive a Review Course Registration Confirmation

REVIEW COURSE APPLICATIONS MUST BE RECEIVED IN THE NGA BUSINESS OFFICE 7 BUSINESS DAYS IN ADVANCE OF REVIEW COURSE DATE

NATIONAL GUARDIANSHIP ASSOCIATION

174 Crestview Drive, Bellefonte, PA 16823
Toll Free: 877-326-5992
Fax: 814-355-2452
Email: info@guardianship.org
Website: www.guardianship.org

TX ORDER FORM

Indicate Review Course Date & Location: _____

Before registering for a review course, please be certain a review course is being offered in conjunction with your exam by checking our website www.guardianship.org.

MEMBER RATES – To qualify indicate that you are a member of ____ NGA

____ Register me for the Review Course with both NGA and Texas Study Guides for $130	$_____
____ Register me for the Review Course with just the NGA Study Guide for $90	$_____
____ Register me for the Review Course with just the Texas Study Guide for $90	$_____
____ Register me only for the Review Course with no Study Guides for $60	$_____
____ Send me both the NGA and TX Study Guides for $80	$_____
____ Send me the NGA Study Guide for $40	$_____
____ Send me the Texas Study Guide for $40	$_____
____ Send me the NGA Audio Study CD (Does not contain TX information) for $20	$_____
____ Send me the NGA Audio Study Tape (Does not contain TX information) for $20	$_____

NON MEMBER RATES

____ Register me for the Review Course with both NGA and Texas Study Guides for $175	$_____
____ Register me for the Review Course with just the NGA Study Guide for $125	$_____
____ Register me for the Review Course with just the Texas Study Guide for $125	$_____
____ Register me only for the Review Course with no Study Guides for $85	$_____
____ Send me both the NGA and TX Study Guides for $100	$_____
✓ Send me the NGA Study Guide for $50	$ 50.00
✓ Send me the Texas Study Guide for $50	$ 50.00
✓ Send me the NGA Audio Study CD (Does not contain TX information) for $25	$ 25.00
____ Send me the NGA Audio Study Tape (Does not contain TX information) for $25	$_____

____ Shipping and Handling fees are required if ordering more than 2 sets of Study Guides
Express shipping (1-2 day) is also available.
(See front page for shipping details)

Additional Shipping Fees $_____

TOTAL AMOUNT OF PAYMENT $ $125.00
(Our Federal ID# 36-3591860)

Name David T. MARROQUIN Company Hidalgo County Probate Court

Shipping Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____ Email _____

TO MAIL: Enclose Check or Money Order Payable to NGA and Address To: **NGA**
174 Crestview Drive
Bellefonte, PA 16823-8516

TO FAX: Provide Credit Card Information and Fax To: 814-355-2452

____ VISA ____ MasterCard Card # _____ Exp. Date _____

Printed Name on Card _____ Signature _____

2-3-09 kjd

AI-15102 **15.A.**

Rescind Contract for Elections Services with City of Edinburg

CC REGULAR

Date:	04/21/2009
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Yvonne Ramon
Department:	BUDGET & MANAGEMENT
Agenda Category:	Elections Administration

Information

CAPTION

Discussion, consideration, and approval to rescind Contract for Election Services (leasing of equipment) between Hidalgo County and City of Edinburg for the May 09, 2009 Elections.

BACKGROUND

CC approval on 03/17/09 AI-14545.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Link: Edbg Letter

Link: ordinance pg1

Link: ordinance pg2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	04/17/2009 01:53 PM	APRV
2	Budget & Management	Veronica Lopez	04/17/2009 01:54 PM	APRV
3	Sylvia Solis	Sylvia Solis	04/17/2009 02:19 PM	APRV
4	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Rolando Garcia Started On: 04/17/2009 11:25 AM

Final Approval Date: 04/17/2009

THE CITY OF EDINBURG

VIA HAND DELIVERY

April 14, 2009

Yvonne Ramon, Elections Administrator
County of Hidalgo Elections Department
P.O. Box 659
Edinburg, TX 78540

Dear Ms. Ramon:

Please accept this letter as formal notification that the City Council of the City of Edinburg has Cancelled the Municipal General Election for May 09, 2009 on April 07, 2009, at a regularly scheduled meeting.

At this time, I would like to ask that you cancel my previous request for the voter registration listing printouts and the rental of the County's iVo Electronic Voting System DRE machines.

If you have any questions or would like a copy of the approved Ordinance which cancels the election, please contact me at 388-1851.

As always, your continued assistance regarding elections is appreciated.

Sincerely,

Myra L. Ayala Garza, City Secretary
City of Edinburg

• P.O. Box 1079 • Edinburg, Texas 78540
Phone (956) 383-5661 • Fax (956) 383-7111

ORDINANCE NO. 09-3344

AN ORDINANCE DECLARING UNOPPOSED CANDIDATES IN THE MAY 09, 2009 GENERAL CITY ELECTION; ELECTED TO OFFICE; CANCELING THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A WAIVER OF THREE SEPARATE READINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the general city election was called for May 09, 2009, for the purpose of electing members to the City Council; and,

WHEREAS, the City Secretary has certified in writing that there is no proposition on the ballot, that no person has made a declaration of write-in candidacy, and that each candidate on the ballot is unopposed for election to office; and,

WHEREAS, under these circumstances, Subchapter C, Chapter 2, Election Code, authorizes the City Council to declare the candidates elected to office and cancel the election.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS THAT:

SECTION I. The following candidates, who are unopposed in the May 09, 2009 General City Election, are declared elected to office, and shall be issued certificates of election following the time the election would have been canvassed:

Mayor	Richard H. Garcia
Councilmember Place 1	Agustin Gus Garcia
Councilmember Place 2	Noe Garza

SECTION II. The May 09, 2009 general city election is canceled, and the City Secretary is directed to cause a copy of this Ordinance to be posted on election day at each polling place that would have been used in the election.

SECTION III. It is declared that the intent of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance is declared invalid by the judgment or decree of a court of competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance since the City Council would have enacted them without the invalid portion.

[redacted]

SECTION IV. The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council. This Ordinance shall take effect upon its final passage, and it is so ordained.

READ, CONSIDERED, PASSED and **APPROVED** at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 7th day of April, 2009.

CITY OF EDINBURG

BY: _____
Joe Ochoa, Mayor

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

CITY OF EDINBURG, TEXAS

APPROVED AS TO FORM:

BY: _____
Ricardo Gonzalez, City Attorney

[redacted]

AI-15079 **15.B.**

Elections Administrator

CC REGULAR

Date:	04/21/2009
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Yvonne Ramon
Department:	BUDGET & MANAGEMENT
Agenda Category:	Elections Administration

Information

CAPTION

Approval of Comp-Time accrual for Elections Department staff for the upcoming May 09, 2009 Elections which includes early voting from April 27, 2009 through May 05, 2009 with the cities, schools, other political subdivisions as well as to facilitate the voter registration process.

BACKGROUND

Fiscal Impact

Attachments

Link: backup

Link: Early and Election Day

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	04/17/2009 03:14 PM	APRV
2	Budget & Management	Veronica Lopez	04/17/2009 03:16 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/17/2009 04:10 PM	APRV
4	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Rolando Garcia Started On: 04/16/2009 10:11 AM

Final Approval Date: 04/17/2009

Elections Comp-time Request

Hidalgo County

Available Leave Report

EMP NO. **TYPE** **HOURS**

Employee ID	NAME	LEAVE	HOURS OF LEAVE	**ESTIMATED COMP TIME NEEDED	Total Comp Time
107069		CompTime	56.00	55.00	**111.00**
144517		CompTime	-	40.00	**40.00**
164526		CompTime	-	55.00	**55.00**
167738		CompTime	-	40.00	**40.00**
106941		CompTime	49.50	55.00	**104.50**
052795		CompTime	24.12	70.00	**94.12**
068373		CompTime	24.00	55.00	**79.00**
158321		CompTime	56.25	70.00	**126.25**
167746		CompTime	-	55.00	**55.00**
133973		CompTime	24.10	55.00	**79.10**
103756		CompTime	4.11	40.00	**44.11**
078336		CompTime	22.60	55.00	**77.60**
064661		CompTime	50.50	70.00	**120.50**
166626		CompTime	-	-	**-**
149888		CompTime	0.75	55.00	**55.75**
133744		CompTime	-	55.00	**55.00**
168106		CompTime	-	40.00	**40.00**
020036		CompTime	70.50	55.00	**125.50**
138754		CompTime	32.25	55.00	**87.25**
NEW**		CompTime	4.00	70.00	**74.00**
006149		CompTime	51.75	40.00	**91.75**
115843		CompTime	-	55.00	**55.00**
			470.43	1,140.00	1,610.43



ELECTIONS DEPARTMENT
COMP TIME REQUEST – CITIES/SCHOOLS 2009
EARLY VOTING – APRIL 27TH THROUGH MAY 5TH
ELECTION DAY – MAY 9TH

DATE REQUEST-EARLY VOTING	HOURS WORKED	TOTAL COMP TIME HOURS PER DAY - PER EMPLOYEE
April 27th (1st day of EV)	6:30 a.m. – 7:00 p.m. (1 hr lunch)	3.5
April 28th thru May 1st	7:30 a.m. – 7:00 p.m. (1 hr lunch)	2.5 x 4 days = 10 hours
May 2nd (Saturday)	7:30 a.m. – 7:00 p.m. (1 hr lunch)	11.5
May 4th	6:30 a.m. – 8:00 p.m. (1 hr lunch	4.5
May 5th(Turn in Voting Materials)	6:30a.m.–10:00 p.m. (1 hr lunch)	6.5
May 9th (Election Day-Saturday)	5:30a.m. – 10:00p.m.(1 hr lunch)	15 hrs.
TOTAL PER EMPLOYEE		51 hours per employee

IT Dept – Extra Comp Time Request

DATE REQUEST	HOURS WORKED	TOTAL COMP TIME PER DAY PER EMPLOYEE
April 20th through April 24th	8:00 a.m. – 7:00 p.m. (1 hr lunch)	2 x 5 days = 10
April 25th (Saturday)	8:00 a.m. – 1:00 p.m.	5
TOTAL PER EMPLOYEE		15 hours per employee

AI-15007 **16.A.**

New Contract Form for Child and Adult Care Program
CC REGULAR

Date:	04/21/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval to Submit New Standard Contract Form for the Child and Adult Care Program as Per the Texas Department of Agricultural Request

BACKGROUND

Policy Council Approval: 04.16.09

Fiscal Impact

Attachments

Link: New Contract Form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/14/2009 12:53 PM	APRV
2	Roland Garcia	Rolando Garcia	04/16/2009 11:46 AM	APRV
3	Auditor's Office		04/17/2009 05:08 PM	NEW
Form Started By: Linda Galaviz			Started On: 04/14/2009 08:52 AM	
Final Approval Date: 04/17/2009				

Hidalgo County Head Start Program

Policy Council Agenda

DATE: April 16, 2009

SUBJECT: Discussion/Approval to Submit New Standard Contract Form for the Child and Adult Care Program as per the Texas Department of Agricultural Request

RATIONALE/NEED: The Texas Department of Agricultural is in the process of standardizing services and expectations while consolidating contracts into a single agreement. All programs under the Texas Department of Agricultural must sign the new standardized contract.

RECOMMENDATION: Administration recommends approval.

COST:

RELATED INFORMATION INCLUDES: This contract does not impact our existing funding levels or services.

****

INITIATED BY: SanJuanita Rangel, Child Nutrition Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

TEXAS DEPARTMENT OF AGRICULTURE
FOOD AND NUTRITION DIVISION

PERMANENT AGREEMENT

75-G7012
County/District or Uniform Contract Number (UCN)

National School Lunch Program, School Breakfast Program, Summer Food Service Program, Child and Adult Care Food Program and Special Milk Program

The Texas Department of Agriculture, hereinafter referred to as TDA, and Hidalgo County Head Start Program, hereinafter referred to as Contractor, do hereby make and enter into this Agreement (Agreement), as required by the National School Lunch Act, the Child Nutrition Act, as amended, and the following program regulations: the National School Lunch Program (NSLP), 7 Code of Federal Regulations (CFR) Part 210; the School Breakfast Program (SBP), 7 CFR 220; the Summer Food Service Program (SFSP), 7 CFR Part 225; the Child and Adult Care Food Program (CACFP) 7 CFR Part 226 and the Special Milk Program (SMP), 7 CFR 215.

I.
DEFINITIONS

For purposes of this Agreement:

"Contractor" shall mean (1) a school food authority, which means the governing body which is responsible for the administration of one or more schools and has the legal authority to operate the Programs therein or be otherwise approved by the United States Department of Agriculture's (USDA) Food and Nutrition Service (FNS); (2) an institution, which means a sponsoring organization, child care center, at-risk after school care center, outside-school-hours care center, emergency shelter or adult day care center which enters into an agreement with TDA to assume final administrative and financial responsibility for CACFP operations; or (3) a sponsor of the Summer Food Service Program, which means a public or private nonprofit school food authority, a public or private nonprofit residential summer camp, a unit of local, municipal, county or State government, or a private nonprofit organization which develops a special summer or other vacation program providing food service similar to that made available to children during the school year under the National School Lunch Program and School Breakfast Program and which is approved to participate in the Program.

"School nutrition programs" shall mean all services provided under the authority of the National School Lunch Program, and the School Breakfast Program.

All other terms in this Agreement have the same meaning as they are defined in the program statutes and program regulations.

II.
PROGRAM DESIGNATION

The above named Contractor applies for, and agrees to operate the Program(s) listed below, which are indicated by an (X) in the applicable box(es). If Contractor decides to discontinue or begin operating any of these programs after signing this Agreement, Contractor must provide TDA advance written notice, including the proposed effective date of the change. Upon approval of the request, TDA will, at TDA's option, enter into a new agreement with Contractor or amend this Agreement. If TDA terminates Contractor from one or more of the programs Contractor is operating, but allows Contractor to continue operating other programs, at TDA's option, Contractor must enter into a new agreement with TDA to operate the remaining programs or amend this Agreement to state which programs Contractor will continue to operate.

☐ National School Lunch Program including:

- ☐ Afterschool Care Program
- ☐ Seamless Summer Option
- ☐ Fresh Fruit and Vegetable Program

☐ School Breakfast Program

☐ Summer Food Service Program

☒ Child and Adult Care Food Program

- ☐ Adult Day Care Centers
- ☒ Child Care Centers ----- Head Start
- ☐ Day Care Homes

☐ Special Milk Program

III.
CONTRACT PROGRAM ADMINISTRATION AND FINANCIAL MANAGEMENT

A. Contractor will comply with all laws and regulations applicable to its designated program, as well as 7 CFR Parts 245 and 250, as amended, the Uniform Federal Assistance Regulation (7 CFR, Part 3015, as amended), Uniform Administrative Requirements For Grants and Cooperative Agreements To State And Local Governments (7 CFR, Part 3016, as amended), as applicable, Uniform Administrative Requirements For Grants and Agreements With Institutions Of Higher Education, Hospitals, and Other Non-Profit Organizations (7 CFR, Part 3019, as amended), as applicable, Audits of State, Local Governments, and Non-Profit Organizations (7 CFR Part 3052, as amended) and FNS instructions, policy memoranda, guidance and other written directives interpreting the statutes and regulations applicable to the programs, and state rules, regulations, policies and procedures as issued and amended by TDA and the other laws described in the "Schedule of Applicable Laws," which is attached to this Contract as "Exhibit H" and fully incorporated herein by reference.

Contractor further agrees to perform as described in application documents, policy statements and supporting documents, and approved amendments to the application or this Agreement for participation in designated programs.

B. Contractor accepts final administrative and financial responsibility for management of a proper, efficient and effective food service operation in each school, summer feeding site and child and/or adult care facility operated or sponsored by Contractor. This responsibility includes any audit exceptions or payment deficiency in the program covered by this Agreement, and all subcontracts hereunder, which are found after monitoring or auditing by TDA or USDA and Contractor will be responsible for the collections and payback of any amount paid in excess of the proper claim amount.

C. If Contractor participates in the school nutrition programs, Contractor agrees that for each participating school under its jurisdiction, it will conduct the Programs in accordance with State and Federal regulations, and specifically, will conform to the following requirements in the conduct of each Program (unless the requirement is restricted to a particular program):

1. Maintain a nonprofit school food service and observe the limitations on the use of nonprofit school food service revenues and the limitations on any competitive school food service;

2. Use Program income only for Program purposes. Such income shall not be used to purchase land, to acquire or construct buildings, or to make alterations of existing buildings. Certain renovations may be allowable if prior written approval has been granted by the state agency;

3. Maintain a financial management system as prescribed by state and federal laws and regulations and comply with the requirements of USDA's regulations regarding financial management;

4. Claim reimbursement at the assigned rates only for reimbursable free, reduced-price and paid meals served to eligible children. The school food authority (superintendent or authorized representative) signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy of said claims. Failure to submit accurate claims will result in recovery of an over claim and may result in the withholding of payments, suspension or termination of the program. If failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified below shall apply:

> Whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets or property provided under this part whether received directly or indirectly from USDA shall:

a. If such funds, assets, or property are of a value of $100 or more, be fined no more than $25,000 or imprisoned not more than 5 years or both; or,

b. If such funds, assets, or property are of a value of less than $100, be fined not more than $1,000 or imprisoned not more than 1 year or both.

Whoever receives, conceals, or retains for personal use or gain, funds, assets, or property provided under this part, whether received directly or indirectly from USDA, knowing such funds, assets, or property have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be subject to the same penalties;

5. Submit claims for reimbursement in accordance with procedures established by TDA and program regulations. Final claims for reimbursement must be received by TDA not later than 60 days following the last day of the month covered by the claim. Original or revised claims not received within 60 days require special processing for reimbursement and must comply with USDA regulations governing late and/or amended claims. Original or amended claims received late that meet USDA regulations are not guaranteed to be reimbursed and will only be paid if funds are available;

6. Upon request, make all accounts and records pertaining to its school food service program available to TDA and to USDA for audit or review, at a reasonable time and place. Such records shall be retained for a period of five years (three years if operating in a private school or residential child care institution) after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the five-year period (three-year period if Contractor is a private school or residential child care institution) as long as required for resolution of the audit findings raised by the audit;

7. Limit its net cash resources to an amount that does not exceed three months average expenditures for its non-profit school food services or such other amount as may be approved in accordance with TDA;

8. Serve meals that meet the minimum requirements prescribed in Schedules B, C, D, E, F, G, H, I, J and K, as applicable, and which are attached to this Agreement as Exhibit A and fully incorporated herein;

9. Price the meals as a unit;

10. Serve lunches/breakfasts free or at a reduced price to all children who are determined by the school food authority to be eligible for such meals;

11. Meet the requirements specified in the school food authority's *Policy Statement for Free and Reduced-Price Meals* and all attachments therein,

12. Comply with the requirements of USDA's regulations regarding nondiscrimination and make no discrimination against any child because of his or her eligibility for free or reduced-price meals in accordance with said Policy Statement;

13. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable state and local laws and regulations. Maintain necessary facilities for storing, preparing and serving food;

14. For NSLP only, enter into an agreement to receive donated foods as required by 7CFR Part 250;

15. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by USDA;

16. Establish procedures that are necessary to control the sale of food in competition with the nonprofit food service programs in accordance with Program regulations and instructions;

17. Count the number of free, reduced-price and paid reimbursable meals served to eligible children at the point of service or through another counting system if approved by TDA;

18. Maintain files of currently approved and denied free and reduced-price school meal applications respectively, and the names of children approved for free meals based on documentation for certifying that the child is included in a household approved to receive benefits under the Supplemental Nutrition Assistance Program (SNAP) (formerly Food Stamp Program), Food Distribution Program for Households on Indian Reservations (FDPIR) or the Temporary Assistance to Needy Families (TANF) program. If applications are maintained at the school food authority level, they shall be readily retrievable by school;

19. Retain the individual applications for free and reduced-price lunches/breakfasts and meal supplements and direct certification documentation for a period of five years (three years if Contractor is a private school or residential child care institution) after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the applications shall be retained beyond the 5-year period (three years if Contractor is a private school or residential child care institution) as long as required for resolution of the issues raised by the audit;

20. Agree to serve breakfast during a period designated as the breakfast period by the school and to serve lunch during the period designated as the lunch period by the school;

21. No later than December 31 of each year, provide TDA with a the total number of children approved for free lunches and meal supplements, the total number of children approved for reduced price lunches and meal supplements, and the total number of children enrolled in the school food authority as of the last day of operation in October. Additionally, no later than December 31 of each year, provide TDA with a list of all

elementary schools under its jurisdiction of enrolled children that have been determined eligible for free or reduced price meals as of the last operating day the preceding October;

22. When available for the schools under its jurisdiction, and upon request of a sponsoring organization of day care homes of the Child and Adult Care Food Program, provide information on the boundaries of the attendance areas for the elementary schools identified as having 50 percent or more of enrolled children certified eligible for free or reduced price meals;

23. For school food authorities serving meal supplements during afterschool care programs shall agree to meet the following:

a. Serve meal supplements which meet the minimum requirements prescribed in 7 CFR § 210.10;

b. Price the meal supplement as a unit;

c. Serve meal supplements free or at a reduced price to all children who are determined by the school food authority to be eligible for free or reduced price school meals under 7 CFR part 245;

c. If charging for meals, the charge for a reduced price meal supplement shall not exceed 15 cents;

d. Claim reimbursement at the assigned rates only for meal supplements served in accordance with the agreement;

e. Claim reimbursement for no more than one meal supplement per child per day;

f. Review each Afterschool Care Program two times a year, with the first review occurring during the first four weeks that the school is in operation each school year, except that an Afterschool Care Program operating year round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter; and

g. Comply with all requirements of this part, except that, claims for reimbursement need not be based on "point of service" meal supplement counts (as required by § 210.9(b)(9)).

24. Certify that each of the schools listed in Schedule A of Exhibit A, which is attached to this Agreement and fully incorporated herein and identifies the names of all schools in the school district conducting school nutrition programs, is nonprofit and exempt from federal income tax under the Internal Revenue Code, as amended; and

25. Comply with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit B and fully incorporated herein.

D. If Contractor is a Sponsor for the Summer Food Service Program, Contractor agrees that it will conduct the Program in accordance with State and Federal regulations, and specifically, will conform to the following requirements:

1. Operate a nonprofit food service during the period specified, as follows:

   a. From May through September for children on school vacation;

   b. At any time of the year, in the case of Contractor administering the Program under a continuous school calendar system; or

   c. During the period from October through April, if Contractor serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by the State agency, a similar cause;

2. If Contractor is a school food authority, offer meals which meet the requirements and provisions set forth in §225.16 during times designated as meal service periods by the sponsor, and offer the same meals to all children;

3. If sponsor is not a school food authority, serve meals which meet the requirements and provisions set forth in §225.16 during times designated as meal service periods by the sponsor, and serve the same meals to all children;

4. Serve meals without cost to all children, except that camps may charge for meals served to children who are not served meals under the Program;

5. Issue a free meal policy statement in accordance with §225.6(c);

6. Meet the training requirement for Contractor's administrative and site personnel, as required under §225.15(d)(1);

7. Claim reimbursement only for the type or types of meals specified in the application and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type or types of meals specified in the application and served without charge to children who meet the Program's income standards;

8. Serve a maximum number of meals under the Program, as approved by TDA, if Contractor is serving meals prepared by a food service management company, as required under §225.6(d)(2), and document in its files the maximum number of meals that may be served;

9. Obtain written approval from TDA to make permanent changes in the serving time of any meal;

10. Submit claims for reimbursement in accordance with procedures established by the State agency, and those stated in §225.9;

11. In the storage, preparation and service of food, maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations;

12. Accept and use, in quantities that may be efficiently utilized in the Program, such foods as may be offered as a donation by the USDA;

13. Have access to facilities necessary for storing, preparing, and serving food;

14. Maintain a financial management system as prescribed by the State agency;

15. Maintain on file documentation of site visits and reviews in accordance with §225.15(d) (2) and (3);

16. Upon request, make all accounts and records pertaining to the Program available to State, Federal, or other authorized officials for audit or administrative review, at a reasonable time and place;

17. Retain records for a period of 3 years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved;

18. Ensure children consume meals on site unless TDA allows certain foods to be taken off site for consumption; and

19. Retain final financial and administrative responsibility for its program.

20. Comply with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit C and fully incorporated herein.

E. If Contractor participates in the CACFP, Contractor agrees that it will conduct the Programs in accordance with State and Federal regulations, and, specifically, will conform to the following requirements:

1. Provide or accept responsibility for the provision of organized, non-residential day care and immediately report to the appropriate state agency, any suspected violations of licensing standards or suspected abuse of children or adults in centers (sponsored or independent) or day care homes;

2. Accept financial and administrative responsibility for management of a proper, efficient, and effective food service, and will comply with all requirements under 7 CFR Part 226;

3. Keep financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim was submitted in the manner and detail prescribed by TDA. Unless otherwise provided by state or federal law, the records and documents will be kept for a minimum of 3 years after the end of the program year. If any litigation, claim,

negotiation, audit, or other action involving these records begins before such period expires, Contractor will keep the records and documents for until all audit findings, claims or litigation are resolved or until the end of the 3 year period, which ever is later. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between TDA and the Contractor. Contractor will keep records of non-expendable property acquired under the contract for 3 years after final disposition of the property;

4. Allow TDA and USDA officials and other appropriate officials determined by TDA to inspect facilities and records and to audit, examine, and copy records at any reasonable time, whether announced or unannounced. This includes access to all records of costs paid, even in part, by TDA. TDA agrees that any TDA employee making such review shall show photo identification that demonstrates that he/she is an employee of TDA;

5. Establish a method to secure the confidentiality of records and other information relating to clients in accordance with the applicable federal law, rules, and regulations, as well as the applicable state law and regulations. The provision shall not be construed as limiting TDA's right of access to recipient case records or other information relating to clients served under this contract;

6. Submit for TDA approval applications and agreements for any center/day care home for which Contractor intends to sponsor;

7. Submit to TDA's Food and Nutrition Division an amendment to its application or management plan, on TDA's form, when any change from information that was originally submitted in Contractor's application occurs; and

8. Comply with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit C and fully incorporated herein.

F. A school food authority or child care institution, as defined in 7 CFR, Part 215, participating in the SMP agrees that it will conduct the SMP in accordance with State and Federal regulations, and, specifically, will conform to the following requirements:

1. Operate a nonprofit milk service;

2. Serve milk free to all eligible children, at times that milk is made available to nonneedy children under the SMP and make no discrimination against any needy child because of inability to pay for the milk;

3. Comply with USDA's regulations respecting nondiscrimination (7 CFR, Part 15) and with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit B and fully incorporated herein;

4. Claim reimbursement for milk, as defined in 7 CFR, Part 215, and in accordance with the provisions of 7 CFR §§ 215.8 and 215.10;

5. Submit Claims for Reimbursement in accordance with § 215.10 of this part and procedures established by TDA or FSNRO where applicable;;

6. Maintain a financial management system as prescribed by TDA or FNSRO where applicable;

7. Upon request, make all records pertaining to the SMP available to TDA, USDA or OA for audit and administrative review, at any reasonable time and place. Such records shall be retained for a period of three years after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for resolution of the issues raised by the audit;

8. Retain the individual applications for free milk submitted by families for a period of -three years after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the -three-year period as long as required for resolution of the issues raised by the audit; and

IV.
TDA CLAIMS PAYMENT

A. TDA will, subject to federal appropriation and availability to TDA of sufficient funds for the applicable program, make program payment to Contractor in accordance with the terms of this Agreement. During any fiscal year, the reimbursement paid shall be established in conformance with applicable federal regulations. No reimbursement shall be made for performance under this Agreement occurring prior to (a) the beginning effective date of this Agreement or (b) a later date established by TDA based on the date of receipt of a fully executed copy of this Agreement.

B. Pursuant to §2252.903 of the Texas Government Code, any payments owing to Contractor under this Agreement will be applied toward elimination of Contractor's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the comptroller administers or collects until the indebtedness or delinquency is paid in full.

V.
STATE AUDITOR'S OFFICE

Contractor understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an investigation in connection with those funds. Contractor further agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

VI.
IMMIGRATION

Contractor agrees to comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986, who will perform any labor or services under this Agreement.

VII.
CERTIFICATIONS

Contractor shall execute and comply with the following Certifications: (1) Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, which is attached to this Agreement as Exhibit D and fully incorporated herein; (2) Certification Regarding Lobbying, which is attached to this Agreement as Exhibit E and fully incorporated herein; and (3) Standard Form-LLL, Disclosure Form to Report Lobbying, when applicable, which is attached to this Agreement as Exhibit F and fully incorporated herein; (4) Clean Air and Water Certification, which is attached to this Agreement as Exhibit G and fully incorporated herein.

VIII.
TERM AND TERMINATION

A. This Agreement shall take effect on April 3, 2009, or upon signature by appropriately authorized representatives of both Parties, whichever is later.

B. This Agreement may be terminated in accordance with the program laws and regulations, including 7 CFR, Parts 3015, 3016, 3019 and 3052. In addition to termination in accordance with the preceding, this Agreement may be terminated for any of the following reasons:

1. Termination by mutual agreement of the Parties. This Agreement may be terminated by mutual agreement of the Parties. Such agreement must be in writing.

2. Termination in the best interest of the State. TDA may terminate this Agreement at any time when, in its sole discretion, TDA determines that termination is in the best interest of the State of Texas. The termination will be effective on the date specified in a notice of termination from TDA.

3. Termination for non-appropriation of funds. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by TDA are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then TDA will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding.

4. Termination for Change in Ownership or Legal Identity of Institution. Contractor understands and agrees that this contract is not transferable and that in the event of change in legal identity or ownership of Institution, this Contract will terminate.

5. Termination for impossibility or unreasonability. If federal or state laws or other requirements are amended or judicially interpreted so that the continued fulfillment of this Agreement, on the part of either party, is substantially unreasonable or impossible, or if the parties are unable to agree upon any amendment which would therefore be needed to enable the substantial continuation of the services contemplated by this Agreement then, the parties shall be discharged from any further obligations created under the terms of this Agreement, except for the equitable settlement of the respective accrued interest of obligations, including audit findings, incurred up to the date of termination.

IX.
AMENDED OR NEW STATUTES, REGULATIONS, INSTRUCTIONS, POLICY MEMORANDA, AND GUIDANCE

By continuing to operate covered programs after the enactment or issuance of any changed or new statutes or regulations applicable to the programs covered by this Agreement, and any changed or new instructions, policy memoranda, guidance, and other written directives interpreting these statutes or regulations, Contractor agrees to comply with them.

If Contractor does not wish to comply with any changes or new items, Contractor must seek to terminate this Agreement in accordance with section VIII of this Agreement.

X.
SEVERABILITY

If one or more provisions of this Agreement, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

XI.
SIGNATURES

This Agreement establishes or continues the rights and responsibilities of TDA and Contractor pursuant to Contractor's participation in one or more of the above named programs as stipulated herein. By signing this Agreement, both parties are bound by its terms and conditions from its beginning effective date until terminated in accordance with this Agreement.

Contractor certifies that all information submitted pursuant to this agreement is true and correct. Contractor understands that the deliberate misrepresentation or withholding of information is a violation of this Agreement and may result in prosecution under applicable state and federal statutes.

The Parties hereto in their capacities stated, agree to all statements and conditions contained herein and are authorized to sign this Agreement on behalf of the entity stated herein below. The Parties affix their signatures and bind themselves for the faithful performance of the terms of this Agreement.

CONTRACTOR

Hidalgo County Head Start Program
Name of Contracting Organization
(Please print or type)

By: _____
Signature of the
official who has been authorized to sign
contracts on behalf of the contracting organization.

Honorable Juan De Dios "JD" Salinas,III
Name of Official Signing
(Please print or type)

Hidalgo County Judge
Title of Official
(Please print or type)

Date: April 3, 2009

TEXAS DEPARTMENT OF AGRICULTURE

By: _____
TDA Representative

Date: _____

Revised January 2009

EXHIBIT A
SCHEDULES A-K
(Applicable to NSLP/SBP/SMP only)

Schedule A: Names of all schools/sites in the school food authority that participate in the NSLP/SBP/SMP

Schedule B: School Breakfast Pattern for Traditional Food Based Menu Planning

Schedule C: School Breakfast Pattern for Enhanced Food Based Menu Planning

Schedule D: School Lunch Pattern for Enhanced Food Based Menu Planning

Schedule E: School Lunch Pattern for Traditional Food Based Menu Planning

Schedule F: Required Minimum Calorie and Nutrient Levels for Enhanced Food Based, Traditional Food Based and Nutrient Standard Menu Planning Systems for School Breakfasts by Grade Levels

Schedule G: Required Minimum Calorie and Nutrient Levels for Enhanced Food Based and Nutrient Standard Menu Planning Systems for School Lunches by Grade Levels

Schedule H: Required Minimum Calorie and Nutrient Levels for Traditional Food Based Menu Planning System for School Lunches by Grade Levels

Schedule I: Optional Minimum Nutrient and Calorie Levels for School Lunches Nutrient Standard Menu Planning Approaches (by Age Groups)

Schedule J: Optional Minimum Nutrient and Calorie Levels for School Breakfasts Nutrient Standard Menu Planning Approaches (by Age Groups)

Schedule K: Afterschool Care Program Meal Pattern

EXHIBIT B
CIVIL RIGHTS POLICY COMPLIANCE FOR SCHOOL NUTRITION PROGRAMS
(NSLP, SBP and SMP)

Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (Title 20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, , 28 C.F.R. Parts 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the above Acts and permit authorized TDA and USDA personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the above Acts. If there are any violations of this assurance, TDA and the Department of Agriculture FNS have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear on this Agreement are authorized to sign this assurance on the behalf of the Contractor.

EXHIBIT C
CIVIL RIGHTS POLICY COMPLIANCE FOR CACFP AND SFSP

Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, age, sex, or disability be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of service to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized TDA and USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, TDA and the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Contractor.

EXHIBIT D

U. S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Hidalgo County Head Start Program
Organization Name

Permanent Agreement
PR/Award Number or Project Name

SanJuanita Rangel, RD/LD
Name of Authorized Representative

Child Nutrition Director
Title

SanJuanita Rangel
Signature

April 3, 2009
Date

Exhibit D (Continued)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tiered covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from that covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Excluded Parties Lists System (EPLS).

Exhibit D (Continued)

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT E
CERTIFICATION REGARDING LOBBYING

PROCUREMENT

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal funds.

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

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 employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with this Federal grant 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 covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Exhibit E (cont.)

Hidalgo County Head Start Program

P.O.Box 0117

Edinburg, TX 78540-0117

Name/Address of Organization

Honorable Juan De Dios "JD" Salinas, III -- Hidalgo County Judge

Name/Title of Submitting Official

Signature

April 3, 2009

Date

EXHIBIT F
STANDARD FORM-LLL, DISCLOSURE FORM TO REPORT LOBBYING

PROCUREMENT

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See next page for public burden disclosure.)

Approved byOMB

0348-0046

1. Type of Federal Action: ___ a. contract ___ b. grant ___ c. cooperative agreement ___ d. loan ___ e. loan guarantee ___ f. loan insurance	2. Status of Federal Action: ___ a. bid/offer/application ___ b. initial award ___ c. post-award	3. Report Type: ___ a. initial offering ___ b. material change For Material Change Only: Year ____ Quarter _____ Date of last report _____

4. Name and Address of Reporting Entity: ___ Prime ___ Sub-awardee Tier ____, *if known:* Congressional District, *if known:*	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name & Address Of Prime: Congressional District, *if known:*
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, *if applicable:* _____
8. Federal Action Number, *if known:*	9. Award Amount, *if known:* $
10. a. Name and Address of Lobbying Entity *(If individual, last name, first name, MI):* (Attach continuation sheet(s) if necessary)	b. Individuals Performing Services *(Incl. Address if different from No. 10a) (last name, first name, MI):*

Exhibit F (Cont.)

11. Amount of Payment *(check all that apply):* $ _____ _____ Actual _____ Planned	13. Type of Payment *(check all that apply):* ____ a. retainer ____ b. one-time fee ____ c. commission ____ d. contingent fee ____ e. deferred ____ f. other; specify: _____
12. Form of Payment *(check all that apply):* ____ a. cash ____ b. in-kind; specify: nature _____ value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted for Payment Indicated in Item 11:

(Attach continuation sheet(s) if necessary)

15. Continuation Sheet(s) attached: ____ Yes ____ No

16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____

Federal Use Only:
Reproduction of:

Authorized for Local

Standard Form – LLL

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal Action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g., **Request for Proposal** (RFP) number; Invitation For Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.
    (b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).

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 employee of an 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.

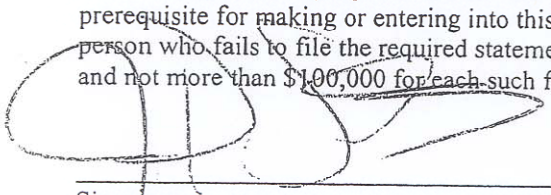
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.



Signature

County Judge

Title

Hidalgo County Head Start Program

Organization

Exhibit F (cont.)

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Exhibit G
Clean Air and Water

(Applicable only if the contract exceeds $100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed $100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [41 USC 1857c-8(c)(1) or the Federal Water Pollution Control Act [33 USC 1319(c)] and is listed by EPA, or the contract is not otherwise exempt.)

a) The contractor agrees as follows:

i) To comply with all the requirements of Section 114 of the Clean Air Act, as amended [41 USC 1857, et seq., as amended by Public Law 91-604] and Section 308 of the Federal Water Pollution Control Act [33 USC 1251, et seq., as amended by Public Law 92-500], respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract.

ii) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

iii) To use his best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

iv) To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph (a)(4).

b) The terms used in this clause have the following meanings:

i) The term "Air Act" means the Clean Air Act, as amended [41 USC 1857 et seq., as amended by Public Law 91-604].

ii) The term "Water Act" means Federal Water Pollution Control Act, as amended [33 USC 1251 et seq., as amended by Public Law 92-500].

iii) The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act [42 USC 1857c-5(d)], an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act [42 USC 1857c-6(c)(c)] or Section 111(d), respectively, of the Air Act [42 USC 1857c-6(c)(d)], or an approved implementation procedure under Section 112(d) of the Air Act [42 USC 1857c-7(d)].

Exhibit G (cont.)

iv) The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act [33 USC 1342] or by local government to ensure compliance with pretreatment regulations, as required by Section 307 of the Water Act [33 USC 1317].

v) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

vi) The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontracts. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Clean Air and Water Certification

The bidder certifies as follows:

a) Any facility to be utilized in the performance of this proposed contract has ☐, has not ☒ been listed on the Environmental Protection Agency List of Violating Facilities.

b) He will promptly notify the Contracting Officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

c) He will include substantially this certification, including this paragraph c) in every nonexempt subcontract.

April 3, 2009 (Date)

Juanita Rangel
Signature of Authorized Representative, Bidder

Texas Department of Agriculture
Child Nutrition Programs

Instructions for Completing the Schedule A Form

Please enter the school food authority (SFA) name and county/district number or program number in the spaces provided at the top of the form. Use data from last October 31 for total enrollment and total eligible. If no data is available from October 31, then use the most current figures available. All public and charter schools affiliated with the Texas Education Agency have been assigned county/district numbers. All private schools and residential child care institutions (RCCIs) have been assigned a program number by Texas Department of Agriculture. If you are unsure of this number, please contact the Food and Nutrition Division at (877) 839-6325.

Section I:

Column 1– Campus Number: For public and charter schools, please list the 3-digit campus number as assigned by the Texas Education Agency for each school. If you are unsure of the campus number, please contact the Food and Nutrition Division at (877) 839-6325. Private schools and RCCIs will leave this column blank.

Column 2– Names of Schools/Sites: Please list the name of each school/site located in your SFA.

Column 3 – Enrollment: Please provide the total current enrollment (membership, population) for each school/site listed under Column 1. You may estimate enrollment for a school/site beginning operation during the upcoming year. (Public and charter schools may update enrollment online through the Child Nutrition Programs Information Management System (CNPIMS) at any time.) For assistance, please contact the Food and Nutrition Division at (877) 839-6325.

Column 4 – Total Eligible: For each school/site listed, please enter the total # of students approved to receive free and reduced-price meals. If a new school/site is listed, and eligible figures are not available, please provide your best estimate. (Public and charter schools may update eligible counts at any time online through the CNPIMS.) For assistance, please contact the Food and Nutrition Division at (877) 839-6325.

Column 5 – Program Participation: For each school/site listed, please indicate with an "X" which programs will be provided: National School Lunch Program (NSLP), School Breakfast Program (SBP), After School Snack Program (Snack) or Special Milk Program (SMP). **Note:** If a school/site is participating in NSLP, they are not eligible to participate in SMP.

Grand Totals – (Last Row): Please enter the sum total of each column in Section I (total # of schools/sites, total enrollment, total # of students eligible for free and reduced-price meals, and total participation by program).

RETURN TO STATE OFFICE

School Food Authority (SFA) Name _____ County/District# or Program# _____

Schedule A

- List all requested information for all schools/sites within the SFA in Section I.
- Be sure to use enrollment and total eligible data from the previous October 31. If additional space is necessary, please make a photocopy of this blank form.
- A copy of the completed Schedule A form will be returned to the SFA with the approved application/agreement so that it may be filed as a permanent record.
- Please see "*Instructions for Completing the Schedule A Form*".
- For public and charter schools, the Schedule A will need to be renewed every year online via the Child Nutrition Programs Information Management System (CNPIMS) internet application by an authorized representative.

PLEASE COMPLETE ALL COLUMNS

Column 1	*Column 2*	*Column 3*	*Column 4*	*Column 5*			
Campus Number	Names of Schools/Sites	Enrollment	Total Eligible Free + Reduced	Program Participation			
				NSLP	SBP	Snack	SMP
GRAND TOTALS:	No. of schools/sites:						

Schedule B

School Breakfast Pattern for Traditional Food Based Menu Planning

Meal Components	Minimum Quantities			USDA Recommendation
	Ages 1-2	Ages 3,4,5	Grades K-12	
Milk (Fluid): As a beverage, on cereal or both.	1/2 cup (4 fl oz)	3/4 cup (6 fl oz)	1 cup (8 fl oz)	Whole milk for children 1-2 years of age Lowfat, skim, or buttermilk for children over the age of 2
Juice/Fruit/Vegetable: Fruit and/or vegetable; or full-strength fruit juice or vegetable juice.	1/4 cup	1/2 cup	1/2 cup	A juice or fruit or vegetable that is a good source of Vitamin C
Select one serving from each of the following components or two servings from one component:				
Grains/Breads: One of the following or an equivalent combination:				
• Whole-grain or enriched bread	1/2 slice	1/2 slice	1 slice	See *Food Buying Guide for Child Nutrition Programs* for serving sizes.
• Whole-grain or enriched biscuit, roll, muffin, etc.	1/2 serving	1/2 serving	1 serving	
• Whole-grain, enriched or fortified cereal.	1/4 cup or 1/3 ounce	1/3 cup or 1/2 ounce	3/4 cup or 1 ounce	(whichever is less)
Meat/Meat Alternates: One of the following or an equivalent combination:				
• Lean meat, poultry or fish	1/2 ounce	1/2 ounce	1 ounce	No more than 1 ounce of nuts or seeds may be served in any one meal.
**• Alternate protein products (APP)	1/2 ounce	1/2 ounce	1 ounce	
• Cheese	1/2 ounce	1/2 ounce	1 ounce	
• Large egg	1/2 egg	1/2 egg	1/2 egg	
• Peanut butter or other nut or seed butters	1 Tbsp.	1 Tbsp.	2 Tbsp.	Caution: Children under 5 are at a higher risk of choking than older children. It is recommended that nuts and/or seeds be served ground or finely chopped in a prepared food.
• Cooked dry beans/peas	2 Tbsp.	2 Tbsp.	4 Tbsp.	
• Nuts and/or seeds	1/2 ounce	1/2 ounce	1 ounce	
• Yogurt, plain or flavored, unsweetened or sweetened (frozen yogurt not allowed)	2 ounces or 1/4 cup	2 ounces or 1/4 cup	4 ounces or 1/2 cup	

**Alternate Protein Products (APP) are also known as Vegetable Protein Products (VPP).

Schedule C

School Breakfast Pattern for Enhanced Food Based Menu Planning

Meal Component	Minimum Quantities Required For		
	Ages 1-2	Preschool	Grades K-12*
Milk (Fluid): As a beverage, on cereal or both. USDA recommends whole milk for children 1-2 years of age.	1/2 cup (4 fl oz)	3/4 cup (6 fl oz)	1 cup (8 fl oz)
Juice/Fruit/Vegetable: Fruit and/or vegetable; or full-strength fruit juice or vegetable juice.	1/4 cup	1/2 cup	1/2 cup
Select one serving from each of the following components or two from one component:			
Grains/Breads*: One of the following or an equivalent combination:			
Whole-grain or enriched bread	1/2 slice	1/2 slice	1 slice
Whole-grain or enriched biscuit, roll, muffin, etc.	1/2 serving	1/2 serving	1 serving
Whole-grain, enriched or fortified cereal.	1/4 cup or 1/3 ounce	1/3 cup or 1/2 ounce	3/4 cup or 1 ounce (whichever is less)
Meat/Meat Alternates:			
Meat/poultry or fish	1/2 ounce	1/2 ounce	1 ounce
**Alternate Protein Products (APP)	1/2 ounce	1/2 ounce	1 ounce
Cheese	1/2 ounce	1/2 ounce	1 ounce
Egg (large)	1/2 egg	1/2 egg	1/2 egg
Peanut butter or other nut or seed butters	1 Tbsp.	1 Tbsp.	2 Tbsp.
Cooked dry beans and peas	2 Tbsp.	2 Tbsp.	4 Tbsp.
Nuts and/or seeds (as listed in program guidance).[1]	1/2 ounce	1/2 ounce	1 ounce
Yogurt, plain or flavored, unsweetened or sweetened (frozen yogurt not allowed.	2 ounces or 1/4 cup	2 ounces or 1/4 cup	4 ounces or 1/2 cup
Caution: Children under 5 are at a higher risk of choking than older children. It is recommended that nuts and/or seeds be served ground or finely chopped in a prepared food.			

[1]No more than 1 ounce of nuts and/or seeds may be offered in any one meal.

*Option for Grades 7-12; one additional serving of Grains/Breads should be served daily in addition to the components listed above.

**Alternate Protein Products (APP) also known as Vegetable Protein Products (VPP).

Schedule D

School Lunch Pattern for Enhanced Food Based Menu Planning

Schools may use the minimum nutrient and quantity requirements applicable to the majority of children as long as only one age or grade is outside the levels for the majority of children.

Meal Component	Minimum Quantities Required For				
	Ages 1-2	Preschool	Grades K-6	Grades 7-12	Option For Grades K-3
Meat or Meat Alternate (quantity of the edible portion as served):					
Lean meat, poultry or fish	1 oz.	1 1/2 oz.	2 oz.	2 oz.	1 1/2 oz.
*Alternative Protein Products (APP)	1 oz.	1 1/2 oz.	2 oz.	2 oz.	1 1/2 oz.
Cheese	1 oz.	1 1/2 oz.	2 oz.	2 oz.	1 1/2 oz.
Large egg	1/2	3/4	1	1	3/4
Cooked dry beans or peas	1/4 cup	3/8 cup	1/2 cup	1/2 cup	3/8 cup
Peanut butter or other nut or seed butters	2 Tbsps.	3 Tbsp.	4 Tbsp.	4 Tbsp.	3 Tbsp.
Yogurt, plain or flavored, unsweetened or sweetened (frozen yogurt not allowed)	4 oz. or 1/2 cup	6 oz. or 3/4 cup	8 oz. or 1 cup	8 oz. or 1 cup	6 oz. or 3/4 cup
The following may be used to meet no more than 50% of the requirement and must be used in combination with any of the above: Peanuts, soynuts, tree nuts or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternate (1 oz. of nuts/seeds = 1 oz. of cooked lean meat, poultry or fish).	1/2 oz.= 50%	3/4 oz= 50%	1 oz.= 50%	1 oz.= 50%	3/4 oz.= 50%
Vegetables/Fruits (2 or more servings from different sources of vegetables or fruits or both).	1/2 cup	1/2 cup	3/4 cup plus additional 1/2 cup over a week[1]	1 cup	3/4 cup
Grains/Breads. Must be enriched or whole grain. A serving is a slice of bread or an equivalent serving of biscuits, rolls, etc., or 1/2 cup of cooked rice, macaroni, noodles, other pasta products or cereal grains.	5 servings per week—minimum of 1/2 per day[1]	8 servings per week—minimum of 1 per day[1]	12 servings per week—minimum of 1 per day[1] [2]	15 servings per week—minimum of 1 per day	10 servings per week—minimum of 1 per day[1] [2]
Milk (As a beverage).	6 fl. oz.	6 fl. oz.	8 fl. oz.	8 fl. oz.	8 fl. oz.

[1] For the purposes of this chart, a week equals five days.

[2] Up to one grains/breads serving per day may be a dessert.

[3] USDA recommends whole milk for children 1-2 years of age.

*Alternate Protein Product (APP) also known as Vegetable Protein Product (VPP).

Schedule E

School Lunch Pattern for Traditional Food Based Menu Planning

Schools may use the minimum nutrient and quantity requirements applicable to the majority of children as long as only one age or grade is outside the levels for the majority of children.

USDA recommends, but does not require, that portions be adjusted by age/grade group to better meet the food and nutritional needs of children according to their ages. If portions are adjusted, Groups I-IV are minimum requirements for the age/grade groups specified. If portions are not adjusted, the Group IV portions are the portions to serve all children.

Food Components	Food Items	Minimum Quantities: Preschool ages 1-2 (Group I)	Minimum Quantities: Preschool ages 3-4 (Group II)	Minimum Quantities: Grades K-3 ages 5-8 (Group III)	Minimum Quantities: Grades 4-12 ages 9 & over (Group IV)	Recommended Quantities: Grades 7-12 ages 12 & over (Group V)	
Meat or Meat Alternate (quantity of the edible portion as served):	A serving of one of the following or a combination to give an equivalent quantity:						• Must be served in the main dish or the main dish and only one other menu item. • Alternate protein products [(APP) sometimes referred to as vegetable protein products (VPP)] and enriched macaroni with fortified protein may be used to meet part of the meat or meat alternate requirement. Food and Nutrition Service fact sheets on each of these alternate foods give detailed instructions for use.
	Alternate Protein Products	1 oz.	1 1/2 oz.	1 1/2 oz.	2 oz.	3 oz.	
	Lean meat, poultry or fish	1 oz.	1 1/2 oz.	1 1/2 oz.	2 oz.	3 oz.	
	Cheese	1 oz.	1 1/2 oz.	1 1/2 oz.	2 oz.	3 oz.	
	Large egg(s)	1/2	3/4	3/4	1	1 1/2	
	Cooked dry beans or peas	1/4 cup	3/8 cup	3/8 cup	1/2 cup	3/4 cup	
	Peanut butter or other nut or seed butters.	2 Tbsp.	3 Tbsp.	3 Tbsp.	4 Tbsp.	6 Tbsp.	
	Yogurt, plain or flavored, unsweetened or sweetened (frozen yogurt not allowed)	4 oz. or 1/2 cup	6 oz. or 3/4 cup	6 oz. or 3/4 cup	8 oz. or 1 cup	12 oz. or 1 1/2 cup	
	Peanuts, soynuts, tree nuts or seeds, as listed in program guidance, meet no more than 50% of the requirement and must be com-bined in the meal with at least 50% of other meat or meat alternates (1 oz. of nuts/seeds= 1 oz. of cooked lean meat, poultry or fish).	1/2 oz.= 50%	3/4 oz.= 50%	3/4 oz.= 50%	1 oz.= 50%	1 1/2 oz.= 50%	
Vegetables or Fruits	2 or more servings from different sources of vegetables or fruits or both to total:	1/2 cup	1/2 cup	1/2 cup	3/4 cup	3/4 cup	• No more than one-half of the total requirement may be met with full-strength fruit or vegetable juice. • Cooked dry beans or peas may be used as a meat alternate or as a vegetable, but not as both in the same meal.
Grains/ Breads	Servings of grains/breads: Must be enriched or whole grain.	5 per week	8 per week	8 per week	8 per week	10 per week	• Enriched macaroni with fortified protein may be used as a meat alternate or as a bread alternate but not as both in the same meal. NOTE: *Food Buying Guide for Child Nutrition Programs* provides the information for the minimum weight of a serving.
	A serving is a slice of bread or an equivalent serving of biscuits, rolls, etc., or 1/2 cup of cooked rice, macaroni, noodles, other pasta products or cereal grains or a combination of any of the above.	minimum of 1/2 serving per day	minimum of 1 serving per day	minimum of 1 serving per day	minimum of 1 serving per day	minimum of 1 serving per day	
Milk (As a beverage)		3/4 cup (6 fl. oz.)*	3/4 cup (6 fl. oz.)	1/2 pint (8 fl. oz.)	1/2 pint (8 fl. oz.)	1/2 pint (8 fl. oz.)	• Serve a variety of milk. *USDA recommends whole milk for children 1-2 years of age.

Schedule F

Required Minimum Calorie and Nutrient Levels for Enhanced Food Based, Traditional Food Based and Nutrient Standard Menu Planning Systems for School Breakfasts by Grade Levels
(School Week Averages: Minimum of three consecutive days and a maximum of seven consecutive days)

Nutrients and energy allowances	Preschool	Grades K-12	Option for Grades 7-12
Energy Allowances/Calories	388	554	618
Fat (as a percentage of actual total food energy)	(1)	(1,2)	(2)
Total Saturated Fat (as a percentage of actual total food energy)	(1)	(1,3)	(3)
RDA for Protein (g)	5	10	12
RDA for Calcium (mg)	200	257	300
RDA for Iron (mg)	2.5	3.0	3.4
RDA for Vitamin A (RE)	113	197	225
RDA for Vitamin C (mg)	11	13	14

[1]*The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."*
[2]*Not to exceed 30 percent over a school week.*
[3]*Less than 10 percent over a school week.*

Schedule G

Required Minimum Calorie and Nutrient Levels for Enhanced Food Based and Nutrient Standard Menu Planning Systems for School Lunches by Grade Levels
(School Week Averages: Minimum of three consecutive days and a maximum of seven consecutive days)

Nutrients and energy allowances	Minimum Requirements			Optional
	Preschool	Grades K-6	Grades 7-12	Grades K-3
Energy Allowances/Calories	517	664	825	633
Total Fat (as a percent of actual total food energy)	(1)	(1,2)	(2)	(1,2)
Saturated Fat (as a percent of actual total food energy)	(1)	(1,3)	(3)	(1,3)
RDA for Protein (g)	7	10	16	9
RDA for Calcium (mg)	267	286	400	267
RDA for Iron (mg)	3.3	3.5	4.5	3.3
RDA for Vitamin A (RE)	150	224	300	200
RDA for Vitamin C (mg)	14	15	18	15

[1]*The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."*
[2]*Not to exceed 30 percent over a school week.*
[3]*Less than 10 percent over a school week.*

Schedule H

Required Minimum Calorie and Nutrient Levels for Traditional Food Based Menu Planning System for School Lunches by Grade Levels (School Week Averages)

Nutrients and Energy Allowances	Minimum Requirements			Optional
	Preschool	Grades K-3	Grades 4-12	Grades 7-12
Energy Allowances/Calories	517	633	785	825
Total Fat (as a percentage of actual total food energy)	(1)	(1,2)	(2)	(2)
Total Saturated Fat (as a percentage of actual total food energy)	(1)	(1,3)	(3)	(3)
RDA for Protein (g)	7	9	15	16
RDA for Calcium (mg)	267	267	370	400
RDA for Iron (mg)	3.3	3.3	4.2	4.5
RDA for Vitamin A (RE)	150	200	285	300
RDA for Vitamin C (mg)	14	15	17	18

[1]*The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."*
[2]*Not to exceed 30 percent over a school week.*
[3]*Less than 10 percent over a school week.*

Schedule I

Optional Minimum Nutrient and Calorie Levels for School Lunches Nutrient Standard Menu Planning Approaches (School Week Averages)

Nutrients and Energy Allowances	Ages 3-6	Ages 7-10	Ages 11-13	Ages 14 and Above
Energy Allowances/Calories	558	667	783	846
Total Fat (as a percentage of actual total food energy)	(1, 2)	(2)	(2)	(2)
Total Saturated Fat (as a percentage of actual total food energy)	(1, 3)	(3)	(3)	(3)
Protein (g)	7.3	9.3	15.0	16.7
Calcium (mg)	267	267	400	400
Iron (mg)	3.3	3.3	4.5	4.5
Vitamin A (RE)	158	233	300	300
Vitamin C (mg)	14.6	15	16.7	19.2

[1]*The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."*
[2]*Not to exceed 30 percent over a school week.*
[3]*Less than 10 percent over a school week.*

Schedule J

Optional Minimum Nutrient and Calorie Levels for School Breakfasts
Nutrient Standard Menu Planning Approaches (School Week Averages)

Nutrients and energy allowances	Ages 3-6	Ages 7-10	Ages 11-13	Ages 14 and above
Energy Allowances/Calories	419	500	588	625
Total Fat (as a percent of actual total food energy)	(1,2)	(2)	(2)	(2)
Saturated Fat (as a percent of actual total food energy)	(1,3)	(3)	(3)	(3)
RDA for Protein (g)	5.50	7.00	11.25	12.50
RDA for Calcium (mg)	200	200	300	300
RDA for Iron (mg)	2.5	2.5	3.4	3.4
RDA for Vitamin A (RE)	119	175	225	225
RDA for Vitamin C (mg)	11.00	11.25	12.50	14.40

[1]*The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."*
[2]*Not to exceed 30 percent over a school week.*
[3]*Less than 10 percent over a school week.*

Schedule K

Afterschool Care Program Meal Pattern

Select two different components from the four listed.

Snack	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 *Recommended*
				Portions for children ages 13 through 18 shall be no less than the portions stipulated for children ages 6 through 12. We recommend that schools offer larger portions for older children (ages 13-18) based on their greater food energy requirements.
Milk, fluid	1/2 cup	1/2 cup	1 cup	
Meat or meat alternate	1/2 oz.	1/2 oz.	1 oz.	
Yogurt	2 oz./1/4 cup	2 oz./1/4 cup	2 oz./1/4 cup	4 oz./1/2 cup
Egg	1/2	1/2	1/2	1/2
Juice or fruit or vegetable	1/2 cup	1/2 cup	3/4 cup	
Bread and/or cereal: Enriched or	1/2 slice	1/2 slice	1 slice	
whole grain bread or		1/3 cup/ 1/2 oz.		
Cereal: Cold dry or	1/4 cup/1/3 oz.		3/4 cup/1 oz.	
cooked cereal grains	1/4 cup	1/4 cup	1/2 cup	

Juice may not be served when milk is served as the only other component.

Caution: Children under five years of age are at the highest risk of choking. USDA recommends that nuts and/or seeds be served to them ground or finely chopped in a prepared food.

AI-15008 **16.B.**

Nutrition Contest Winners

CC REGULAR

Date:	04/21/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Presentation of Nutrition Program Contest Winners

BACKGROUND

Policy Council Approval: 04.16.09

Fiscal Impact

Attachments

Link: Nutrition Contest Winners

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/14/2009 12:54 PM	APRV
2	Roland Garcia	Rolando Garcia	04/16/2009 12:59 PM	APRV
3	Auditor's Office		04/17/2009 05:08 PM	NEW
Form Started By: Linda Galaviz			Started On: 04/14/2009 08:56 AM	
Final Approval Date: 04/17/2009				

Hidalgo County Head Start Program

Policy Council Agenda

DATE: April 16, 2009

SUBJECT: Presentation of Nutrition Program Contest Winners

RATIONALE/NEED: The Program conducts a Nutrition Contest annually to promote healthy eating habits. The Nutrition Program Contest winners were selected by the judges. Categories for judging were established based on the number of classrooms in the center.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: List of Nutrition Contest Winners

****

INITIATED BY: SanJuanita Rangel, Child Nutrition Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Irma Flores

Memorandum

Texas Department of Agriculture

Child Nutrition is Our Business

TO: Center Managers, Parents and Staff

FROM: Mrs. San Juanita Rangel, RD/LD-Child Nutrition Director

THROUGH: Mrs. Teresa Flores, Executive Program Director

DATE: March 25, 2009

RE: **NUTRITION CONTEST 2009**

CC: Mrs. Nora Muñoz, Assistant Program Director
Mr. Edmundo Garcia, Assistant Program Director
Education Area Directors

The Child Nutrition Department would like to thank everyone for participating in our "Annual" Nutrition Contest. It was wonderful to see the smiling faces of the children and the proud enthusiasm of the parents as they watched the contest unfold before them.

The Head Start staff performance was unequivocally contagious with enthusiasm, as they coordinated the event with the parents and children. **YOU WERE EXCELLENT!** There are no other words to describe it. Thank you for making the event so wonderful.

.....AND HERE ARE THE WINNERS .....

CATEGORY	FIRST PLACE	SECOND PLACE	THIRD PLACE
Two Classroom Centers	Donna IV	Monte Alto	Edinburg II
Three Classroom Centers East	McAllen VI	McAllen IV	Edinburg I
Three Classroom Centers West	Las Milpas II	Mission III	Mission IV
Four Classroom Centers	Weslaco I	Weslaco II	Mission I
Five Classroom Centers	Sullivan City	Alton TIE Pharr	La Joya
Six Classroom Centers	Edinburg V	Las Milpas I	Palmview III
Eight-Eleven Classroom Centers	Palmview I	Edcouch	Donna I

eat right.™

American Dietetic Association

National Nutrition Month® | March 2009

Congratulations!

AI-15095 **17.A.**

Interlocal Agreements between Hidalgo County and the city Policy Depts. of La Joya and Palview.

CC REGULAR

Date:	04/21/2009
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Sheriff's Office

Information

CAPTION

Discussion, authorization, and approval to execute the Operation Stonegarden Grant Sub-Recipient Interlocal Agreement from the Governor's Division of Emergency Management between the County of Hidalgo and the City Police Departments of La Joya and Palmview.

BACKGROUND

The grant amount of $2,480,000.00 has been awarded to the Hidalgo County Sheriff's Office and the city Police Departments of Donna, Hidalgo, La Joya, Palmview, Alton, Mission, and Pharr. Individual Sub-Recipient Agreements between Hidalgo County and the City Police Departments of La Joya and Palmview are currently being presented. Additional Sub-Recipient interlocals will be presented to Commissioners' Court at a later date.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact at this time, Approval of the Interlocal agreements only.

Attachments

Link: Stonegarden La Joya

Link: Stonegarden Palview

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/17/2009 08:01 AM	APRV
2	Dale Kennan	Dale Kennan	04/17/2009 09:10 AM	APRV
3	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Manuel Chapa — Started On: 04/16/2009 03:26 PM

Final Approval Date: 04/17/2009

Department of Budget and Management

2818 S. Bus. Hwy. 281 • Edinburg, Texas 78539 • Phone (956) 292-7025 • Fax (956) 292-7035 • www.co.hidalgo.tx.us/budget

MEMORANDUM

To: All Operation Stonegarden Grant Sub-Recipients

From: Raul Silguero Jr., Budget Officer

Date: April 6, 2009

Subject: Interlocal Cooperation Agreement

Cc: Sheriff Guadalupe "Lupe" Treviño

Enclosed please find duplicate copies of the Interlocal Cooperation Agreement (ICA) for sub-recipient award of Hidalgo County Operation Stonegarden Grant funds. Please have the agreements approved and executed by your governing body at their next scheduled meeting.

Please forward all executed agreements to: Department of Budget and Management
Attn: Rey Salazar
2818 South Business Hwy. 281
Edinburg, TX 78539

After approval by Hidalgo County Commissioner's Court, a countersigned original will be returned for your records.

Please contact Mr. Rey Salazar at 956.292.7025 ext. 5426 or Mr. Sergio Cruz at ext. 5424 should you have any questions.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN CITY OF LA JOYA, TEXAS AND
THE COUNTY OF HIDALGO, TEXAS

This Agreement is made and entered into on this the _____ day of _____, 2009, by and between Hidalgo County, a political subdivision of the State of Texas and the City of La Joya, Texas, hereinafter referred to as "City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County was awarded a grant hereinafter referred to as "Operation Stonegarden Grant" or the "Grant", in the amount of Two Million Four Hundred and Eighty Thousand Dollars and no/100ths ($2,480,000.00) from the U.S. Department of Homeland Security ("DHS") through the State of Texas Governor's Division of Emergency Management ("GDEM"), of which certain funds is intended to be subcontracted to various local police departments including City's police department;

WHEREAS, the purpose of the Grant is to assist counties along the United States borders to enhance law enforcement preparedness and operational readiness among regional law enforcement agencies in a joint mission to secure the borders;

WHEREAS, the Grant allows local law enforcement agencies to use funds for certain law enforcement operating expenses while participating in border security operations approved by DHS;

WHEREAS, the Grant requires County, as the grant recipient, to comply with certain terms and conditions more particularly described in **Exhibit "A"** attached hereto and titled, "Governor's Division of Emergency Management 2008 Sub-Recipient Agreement to Hidalgo County," dated November 17, 2008, and further requires any sub-recipient accepting funding from the Grant through a subcontract or agreement to also comply with certain provisions of the terms and conditions stated in **Exhibit "A";**

WHEREAS, City desires to carry out DHS eligible activities as described in the **Statement of Work** attached hereto as **Exhibit "B";**

WHEREAS, the County proposes to contract with City in order that the eligible activities described in **Exhibit "B"** can be carried out for the benefit of the residents of County and City.

NOW, THEREFORE, County and City in consideration of the mutual covenants expressed hereinafter, agree as follows:

SECTION I
RULE AND REGULATIONS

The City agrees to cooperate with the County in respect to the implementation of the Grant within its jurisdiction and as supported under Public Law 110-161, Department of Homeland Security Appropriation Act of 2008.

SECTION II
DEBARMENT/SUSPENSION CERTIFICATION

City certifies that City and its contractors/vendors associated with this Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System found at hhtp://www.epls.gov.

SECTION III
TERMS AND CONDITIONS AND STATEMENT OF WORK

City represents that it has read and understood the Sub-Recipient Agreement between the County and the Governor's Division of Emergency Management attached hereto as Exhibit "A" and as a condition of participating in the Grant, City agrees to comply with all terms and conditions required of entities accepting funds through an agreement and the City further agrees to perform services as outlined in the Statement of Work **(Exhibit "B")** for and in consideration of reimbursement from County in an amount not to exceed One Hundred and Fifty Thousand Dollars and No/100ths ($150,000.00) as delineated in the **City Grant Budget (Exhibit "C") and Cost Reimbursement Request Form (Exhibit "D").**

City agrees to notify County in writing and obtain from County written approval, prior to any proposed changes, delays or departures from the Statement of Work (Exhibit "B") and Grant Budget (Exhibit "C") related to the Grant prior to commencing any work on any changes made therein.

County shall not be liable for costs incurred or performances rendered by City before commencement of this Agreement or after termination of this Agreement and shall be responsible for reimbursement as described in the Statement of Work (see Exhibit "B") and the City Grant Budget (see Exhibit "C").

SECTION IV
RECORDS AND REPORTS

City agrees to establish and maintain all necessary records and reports that may be necessary for reimbursement from County of Grant funds, including but not limited to the Cost Reimbursement Form (see Exhibit "D") and Activity Log (see Exhibit "E").

City understands that it is solely the City's responsibility to keep all records and reports pertaining to Grant activity within their municipality in a manner acceptable to County. Failure to maintain records and reports may result in forfeiture of the City's designated Grant funds.

SECTION IV
MONITORING VISITS

City agrees to allow County to conduct on-site monitoring visits to assure compliance with applicable federal requirements, terms and conditions, and adequacy of timeliness of performance by City and those performance goals are being achieved, if applicable. City shall give Homeland Security, GDEM, the Comptroller General of the United States, County, County auditor, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by City pertaining to this Agreement.

SECTION V
PAYMENT REQUESTS

City agrees to submit to the County Auditor's Office, a properly completed SSA/Division of Emergency Management Cost Reimbursement Request (See Exhibit "D") and all supporting documentation, including but not limited to General Ledger Reports, Payroll Distribution Reports, Time Sheets, Activity Logs (See Exhibit "E"), Copies of Invoices, and other related information whether or not requested by County on a monthly basis no later than the 15th of each month for the previous month. Each Cost Reimbursement Request shall be completed in the instructions included in Exhibit "D".

City and County agree that all unused Grant funds at the end or termination of this Agreement will be reallocated or reprogrammed by County.

SECTION VI
AUDIT REQUIREMENTS

City agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

City agrees to furnish County a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to City hereunder. However, if City expends Five Hundred Thousand Dollars ($500,000) or more in federal funds, City must, within nine (9) months from the end of the fiscal year, supply County with an audit of revenues and expenditures conducted by a certified public accountant. If the City expends less than $500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the

federal agency, the General Accounting Office and County. If a City is exempt, a 990 Tax Return (Return of Organization Exempt from Income Tax), and Financial Statements are required for the most recent fiscal year ended. If applicable, City agrees to cooperate with the County relating to any inquiries regarding audits and City acknowledges that a Financial Audit shall be provided to County at the expense of the City. Audit information shall be available to County staff, and any and all applicable federal agencies.

SECTION VII
SUSPENSION AND TERMINATION

City understands that this Agreement may be suspended or terminated if City materially fails to comply with the provisions of this Agreement or the provisions so listed in Exhibits "A "through "E".

If City fails to fulfill in a timely and proper manner its obligations under this Agreement, or City violates any of the Agreements or stipulations of this Agreement, then the County shall provide City written notification of such non-performance. Such non-performance may be the basis for immediate termination of this Agreement. **Should any breach of this Agreement relate to a violation of federal law or regulation that results in GDEM or Homeland Security demanding reimbursement from the County or the City or its successor, the County will terminate Agreement and seek reimbursement of all funds from City.** City shall not be relieved of the liability to the County for damages sustained by the County by virtue of any breach of this Agreement by City and County may withhold any payments to City for violations of state, local or federal regulations. Should the County become aware of any activity by City, which would jeopardize the County's position with Homeland Security, GDEM or any other state or federal agency, or which would cause a payback of federal funds, then the County may take appropriate action including injunctive relief against City to prevent the transaction as aforesaid. The failure of the County to exercise any right shall in no way constitute a waiver by the County to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except in writing upon the joint action of the governing bodies of both the County and City.

SECTION VIII
ASSETS

City shall not purchase any asset unless so permitted by the County and such procurement shall be done in the form and manner so required by the County.

The disposition of any asset improved or acquired in part or in whole with Grant funds by the City during the Grant period or after expiration of the Grant period, must have prior written approval of the County and the County shall be reimbursed for the asset, if sold, in the full amount of the fair market value of the disposed asset. Upon such reimbursement to the County, the City shall become the owner of such asset

purchased or acquired through the Grant funds and shall be responsible for the care, maintenance and repair of same. This reimbursement process shall also be applicable and in full force and effect for any asset which is no longer used for its intended Grant purpose by the City at any time during the Grant period or after expiration of the Grant period.

SECTION IX
LIABILITY FOR DISALLOWED COSTS

The City understands and agrees that it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of City agreement funds. The City further understands and agrees that reimbursement to County of such disallowed costs shall be paid by the City from funds that were not provided or otherwise made available to City pursuant to this Agreement or any other federal contract.

SECTION X
INDEMNITY CLAUSE AND INSURANCE REQUIREMENT

City agrees to hold harmless the County its elected officials, officers, employees, consultants, or agents and to indemnify County's elected officials, officers, employees, consultants or agents and to defend County against any and all claims brought against County by elected officials, officers, employees, or agents of City or brought by any third person arising in any manner directly or indirectly from City programs, activities or events conducted pursuant to this Agreement.

City shall acquire, maintain and furnish to County a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet City's duty of indemnification under this paragraph.

SECTION XI
PROCUREMENT

City agrees to conform to its own applicable purchasing laws, regulations, employment policies and procedures with respect to any purchases or employment in relation to the Grant and/or this Agreement.

SECTION XII
CONFLICT OF INTEREST

City covenants that neither its elected officials, officers, employees, consultants, nor agents who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities funded by the Grant. City agrees that all elected officials, officers, employees, consultants or agents shall comply fully with the requirements of Texas Local Government Code Chapter 171.

City agrees that no person who is an elected official, officer, employee, consultant, or agent of the City's organization or the County's organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit "A" during the Grant period or for a period of one (1) year thereafter.

City is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

SECTION XIII
MISCELLANEOUS PROVISIONS

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.

No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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 County and City, and not otherwise.

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.

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 electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
P.O. Box 1356
Edinburg TX 78539

If to City: City of La Joya
101 North Leo Avenue
La Joya, Texas 78560

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.

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.

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.

Assignment. This Agreement shall not be assignable by City. County may assign this Agreement without the consent of City.

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.

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.

Authority to Execute. The execution and performance of this Agreement by County and City have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and City in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

THE CITY OF LA JOYA, TEXAS

Willie Leo
Mayor

ATTEST:

City Secretary

COUNTY OF HIDALGO

J. D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, L.L.P.

By: Stephen Crain

EXHIBIT "A"

GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT 2008 SUB-RECIPIENT AGREEMENT TO HIDALGO COUNTY

Governor's Division of Emergency Management

2008

Sub-Recipient Agreement

To

Hidalgo County

Date of Award

11/17/2008

1. Sub-Recipient Name and Address

J.D. Salinas
Hidalgo County Judge
PO Box 1356
Edinburg, TX 78539

2. Prepared By: Carter

3. SAA Award Number: 08-46215-01

4. Federal Grant Information

Federal Grant Title: Operation Stonegarden Grant (OSG)

Federal Grant Award Number: 2008-SG-T8-0009

Date Award Granted to GDEM: September 3, 2008

Federal Grant Agency: Federal Emergency Management Agency
Dept. of Homeland Security Preparedness Directorate

5. Award Amount and Grant Breakdown

Total Award Amount
$ 2,480,000.00

NOTE: Additional Budget Sheets (Attachment A): ☐ YES ☒ NO

OSG CFDA 97.067
$ 2,480,000.00

This award supersedes all previous awards. **Performance Period:** Sep 1, 2008 To May 1, 2011

6. Statutory Authority for Grant: This project is supported under Public Law 110-161, the Department of Homeland Security Appropriation Act of 2008.

7. Method of Payment: Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.

9. Agency Approval

Approving GDEM Official:

Jack Colley, Chief
Division of Emergency Management
Office of the Governor

Signature of GDEM Official:

Jack Colley

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:

Signature of Sub-recipient Official:

11. Enter Employer Identification Number (EIN)/Federal Texas Identification Number:

12. Date Signed:

13. DATE DUE: [redacted]

Signed award and Direct Deposit Form (if applicable) must be returned to GDEM on or before the above due date.

TERMS AND CONDITIONS

Parties to Sub-recipient Agreement

This Sub-recipient agreement is made and entered into by and between the Governor's Division of Emergency Management/State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "GDEM," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, GDEM and the Sub-recipient are collectively hereinafter referred to as the "Parties." By this Sub-recipient agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this Sub-recipient agreement. The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2008 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement.

Sub-recipient Purpose and Overview

A. Purpose and Overview. The FY 2008 OPSG provides a flexible framework of funding to support operational efforts along our nation's land borders. This funding supports land border jurisdictions in achieving a greater capability to prevent, protect against, and respond to border security issues, encouraging local operational objectives and capabilities to enhance federal and State Homeland Security Strategies, and continuing the distinct capability enhancements required for border security and protections. The OPSG Grant guidance is very specific in what is allowable and not allowable under this grant. Please refer to the FY 2008 OPSG Grant Guidance and Application Kit. A copy of the grant guidance and application kit can be accessed at: http://www.fema.gov/government/grant/index.shtm, specific attention should be placed on complying with requirements associated with the allowable and unallowable expenses and general costs guidance.

B. Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by the State Administrative Agency (SAA). The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B"; and
3. Certification Regarding Lobbying for Sub-recipient Agreements, Grants, Loans, and Cooperative Agreements, hereinafter referred to as "Exhibit C".

C. Failure to Perform. In the event the Sub-recipient fails to implement the project(s) entered into The SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to GDEM for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional Homeland Security Grant Program funds or any other federal program funds administered by GDEM until repayment to GDEM is made and any other compliance or audit finding is satisfactorily resolved.

GDEM Obligations

A. Measure of Liability. GDEM shall be liable for actual and reasonable costs incurred by the Sub-recipient during the Sub-recipient agreement period for performances rendered under this Sub-recipient agreement by the Sub-recipient, subject to the limitations set forth in this Section. GDEM shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

B. Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by GDEM under the HSGP program. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by GDEM under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

C. Excess Payments. The Sub-recipient shall refund to GDEM any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by GDEM or that GDEM determines has resulted in overpayment to the Sub-recipient that GDEM determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically

permitted by statute or regulation. The Sub-recipient shall make such refund to GDEM within thirty (30) days after GDEM requests such refund.

Suspension

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, GDEM may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

A. GDEM's Right to Terminate. GDEM shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever GDEM determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. GDEM shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

B. Parties' Right to Terminate. In addition to GDEM's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this Sub-recipient agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Sub-recipient agreement would not produce beneficial results commensurate with the further expenditure of Sub-recipient agreement funds. The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Conflict of Interest

A. Financial Interest Prohibited. A conflict of interest may arise when the employee, officer or agent; any member of his or her immediate family; his or her partner; or, any organization that employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform a subcontract pursuant to this Sub-recipient agreement. The Sub-recipient shall ensure that no employee, officer, or agent of the Sub-recipient shall participate in the selection, in the award or administration of a subcontract supported by Sub-recipient agreement funds pursuant to this Sub-recipient agreement and comply with Chapter 171, Texas Local Government Code.

B. Other Prohibited Interests. In all cases not governed by Subsection A of this Section and except for eligible administrative or personnel costs, no person who is an employee, agent, consultant, officer, elected official, appointed official of the Sub-recipient or of a subcontractor of the Sub-recipient, in Subsection C of this Section who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this Sub-recipient agreement or any other HSGP Sub-recipient agreement who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any Sub-recipient agreement, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Monitoring

GDEM reserves the right to perform periodic on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, GDEM shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to Sections on the Suspension and/or Termination above.

Audit

A. Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply with Texas Government Code, Chapter 783, 1 TAC 5.141.et.seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

B. GDEM's Right to Audit. Notwithstanding Subsection A of this Section, GDEM reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit GDEM or its authorized representative to audit the Sub-recipient's records and to obtain any documents, materials or information necessary to facilitate such audit.

C. Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to GDEM for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to GDEM of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

D. Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as GDEM may require of the Sub-recipient.

E. State Auditor's Office. The Sub-recipient understands that acceptance of Sub-recipient agreement funds acts as acceptance of the authority of the State Auditor's Office or any successor agency to conduct an audit or investigation in connection with these funds. The Sub-recipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

For FY 2008, the NIMSCAST will be the required means to report NIMS compliance for FY 2009 preparedness award eligibility. All State and Territory direct preparedness Sub-recipients will be required to submit their compliance assessment via the NIMSCAST by January 31, 2009. The State or Territory department/agency awardee reserves the right to determine compliance reporting requirement of their sub-awardees (locals) in order to disperse funds at the local level.

Reimbursement

Sub-recipient agrees to make no request for reimbursement prior to return of this agreement signed by the authorized Sub-recipient representative. Sub-recipient also agrees to make no request for reimbursement for goods or services procured by Sub-recipient prior to the performance period start date of this agreement.

A. Request for Advance or Reimbursement. The Sub-recipient shall submit to GDEM, a properly completed Local Purchase Submission Cover Sheet as often as actually needed. GDEM retains the authority to approve or deny amount requested and shall not make disbursement of any such payment until GDEM has reviewed and approved such a request. The Local Purchase Submission Cover Sheet shall be supported by documentation as referenced by the SAA web-based grants management system and subsequent policy updates.

B. Request for Advance Funds and Transfer of Funds. The Sub-recipient's requests for an advance of Sub-recipient agreement funds shall be limited to the minimum amounts needed for effective operation of their project(s) under this Sub-recipient agreement and shall be timed as closely as possible to be in accord with actual cash requirements. The Sub-recipient shall establish procedures to minimize the time elapsing between the transfer of funds from GDEM to the Sub-recipient and shall ensure that such funds are disbursed within fifteen (15) days or as soon as administratively possible.

C. Payment Contingent. Notwithstanding the provisions of Subsection A of this Section, payments under this Sub-recipient agreement are contingent upon the Sub-recipient's performance of its contractual obligations.

Urban Areas Security Initiative (UASI) Grants

A. If the Sub-recipient is a participant in a UASI program, during the performance period of this grant, Sub-recipient agrees to adhere to the UASI strategy, goals, objectives, and implementation steps.

B. Sub-recipient agrees that, during the performance period of this grant, all communications equipment purchases must be reviewed and approved by the Regional Interoperable Communications Committee and the UASI points of contact (voting members), if applicable.

UASI Non-Profit Security Grant Program (NSGP)

A. The Sub-recipient agrees that all allocations, uses of funds, and other associated program and administrative requirements under this grant will be in accordance with the Fiscal Year (FY) 2008 UASI Non-Profit Security Grant Program (NSGP) Program Guidance and Application Kit, Information Bulletin number 252, and the FY 2008 UASI NSGP Frequently Asked Questions (FAQs) Parts 1 and 2. All grant Sub-recipients are assumed to have read, understood, and accepted the FY 2008 UASI NSGP Program Guidance and Application Kit, Information Bulletin Number 252 and the FAQs as binding.

B. Sub-recipients must meet a 75 percent Federal-25 percent Sub-recipient soft match requirement. Sub-recipient contributions must be from non-Federal sources. For all costs other than training, the Sub-recipients match may be met through cash, training investments related to use of allowable equipment purchased with the grant, or training investments related to general purpose security and emergency preparedness for staff. In the case of training projects, awardees must meet the matching requirement through cash. In no event can regular personnel costs such as salary, overtime, or other operational costs unrelated to training be used to satisfy the matching requirement.

C. Non-governmental organization Sub-recipients are required to meet certain National Incident Management System (NIMS) compliance requirements. All emergency preparedness, response, and/or security personnel in the non-profit organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction.

D. Sub-recipients are responsible for keeping a copy of the 501(c)(3) registration number or IRS Letter of Recognition of Sub-grantees on file. Those Sub-recipients who submitted investment justifications, subsequently selected for award, by non-profit organizations which do not hold or have not formally applied for a 501(c)(3) registration number, are responsible for maintaining an affidavit and/or other indicia certifying or verifying their 501(c)(3) compliance on file for review by DHS, in accordance with the FY 2008 UASI NSGP Q&A Part 2.

E. FY 2008 UASI NSGP allowable equipment costs include only the two Authorized Equipment List (AEL) categories identified in the FY 2008 UASI HSGP Program Guidance and Application Kit. These categories are 1) Physical Security Enhancement Equipment, and 2) Inspection and Screening Systems. All allowable equipment costs must fall within these two categories. Interoperable communications equipment, aesthetic enhancement, including business, shrubs, or flowers, general-use vehicles, or related general-use equipment is prohibited under this grant program if it does not fall within one of the two previously identified AEL categories. Additionally, any costs associated with exercises are strictly prohibited. All other training and management and administrative (M&A) costs must be in accordance with the FY 2008 UASI NSGP Program Guidance and Application Kit, Information Bulletin Number 252, and the FY 2008 NSGP FAQs, Parts 1 and 2.

F. The Sub-recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U. S. Department of Homeland Security."

Interoperable Communication Project Compliance

1. Before a local jurisdiction may submit a project for consideration by the State, a preliminary review must be done at the regional level by the Communications Committee or some similar group of the appropriate Council of Governments, Development Council or Planning Council. (Where possible, reviewers should represent a cross-section of the communications community and include representatives from cities, counties and Tribes where appropriate; conventional and trunked systems, and VHF, UHF, 700 MHz, 800 MHz and 900 MHz systems.) Jurisdictions must have baseline information (towers and POC/name) entered into CASM to show the jurisdictions' commitment to adhere to the SCIP. Projects that are deemed to satisfactorily meet the State's Plan will be submitted to the State for formal review.

Closing The Grant

A. The Sub-recipient must have all expenses/equipment ordered by May 1, 2011. The last day for submission of invoices is June 30, 2011.

B. GDEM/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, GDEM/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, GDEM/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

C. GDEM/SAA will unilaterally close out this grant if sub recipient does not reconcile account and sign closeout GAN by July 31, 2011.

Restrictions, Disclaimers and Notices

A. Approval of this award does not indicate approval of any consultant rate in excess of $460 per day. A detailed justification must be submitted to and approved by GDEM/SAA prior to obligation or expenditure of such funds.

B. In cases where local funding is established by COGs, release of funds by GDEM is contingent upon regional funding allocation approval by the Sub-recipient's COG governing board.

C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that GDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet GDEM's liabilities hereunder. GDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Chief
Division of Emergency Management
Homeland Security Office of the Governor
PO Box 4087
Austin, TX 78773-0220

Uniform Administrative Requirements, Cost Principals, Audit Requirements and Program Income

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with all Applicable Laws and Regulations, Exhibit A, but specifically with:

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

B. Cost Principles

1. 2C.F.R. Part 225, Cost Principles for State, Local and Tribal Governments
2. 2C.F.R. Part 220, Cost Principals for Education Institutions
3. 2C.F.R. Part 230, Cost Principles for Non-Profit Organizations
4. Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

C. Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Retention And Accessibility Of Records

A. Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to OMB Circular A-87, 44 C.F.R. § 13.42 and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective (close of the Sub-recipient agreement), including program requirements and financial obligations, or the period of time required by other applicable laws and regulations as described in Exhibit A.

B. Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Inspector General, the General Accounting Office, the Auditor of the State of Texas, GDEM, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers,

things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of HSGP funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552, Texas Government Code.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Subcontracts

A. GDEM's Approval of Subcontract and Liability. The Sub-recipient may subcontract for performances described in this Sub-recipient agreement without obtaining GDEM's prior written approval.

B. Sub-recipient Liability. In no event shall any provision of this Section be construed as relieving the Sub-recipient of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Sub-recipient agreement's terms as if such performances rendered were rendered by the Sub-recipient. GDEM's approval under this Section does not constitute adoption, ratification or acceptance of the Sub-recipient's or a subcontractor's performance.

C. Applicable Law. The Sub-recipient shall comply with 44 C.F.R. § 13.1-13.52 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this Sub-recipient agreement.

D. Escrow Retainage for Construction Contracts. GDEM shall require Sub-recipient to maintain an escrow retainage of the Sub-recipient agreement funds budgeted for construction and rehabilitation in the amount of five percent (5%) of each construction and/or rehabilitation subcontract entered into by the Sub-recipient. Before the retainage fees for construction contracts are released, GDEM shall receive a complete and executed Certificate of Construction Completion and Final Wage Compliance Report and the Sub-recipient shall certify it has received as-built plans for this Sub-recipient agreement's funded construction activities.

Legal Authority

A. Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

B. Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

Notice Of Litigation and Claims

The Sub-recipient shall give GDEM immediate notice in writing of:

1. any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out the performance of any subcontract under this Sub-recipient agreement; and
2. any claim against the Sub-recipient, the cost and expense of which the Sub-recipient may be entitled to be reimbursed by HSGP.

Except as otherwise directed by GDEM, the Sub-recipient shall furnish immediately to GDEM copies of all documentation received by the Sub-recipient with respect to such action or claim.

Indemnification

To the extent permitted by law, the Sub-recipient agrees to hold GDEM harmless and to indemnify GDEM from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the Sub-recipient pursuant to this Sub-recipient agreement.

Changes and Amendments

A. Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

B. Authority to Amend. This Sub-recipient agreement's performances shall be rendered in accordance with the Act, Exhibit A, the assurances and certifications made to GDEM by the Sub-recipient and the assurances and certifications made to DHS by the State of Texas with regard to the operation of the HSGP. Amendments may further be amended by GDEM, during the period of this Sub-recipient agreement's performance as GDEM issues policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by GDEM in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

C. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. Federal Emergency Management Agency (FEMA) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. FEMA's National Preparedness Directorate Information Bulletins can be accessed at http://www.ojp.usdoj.gov/odp/docs/bulletins.htm and are incorporated by reference into this sub-grant.

Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Oral and Written Agreements

A. Prior Agreements. All oral and written agreements between the Parties relating to this Sub-recipient agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this Sub-recipient agreement.

B. Exhibits. The exhibits enumerated and denominated in the agreement are hereby made a part of this Sub-recipient agreement and constitute promised performances by the Sub-recipient in accordance with the Sub-recipient agreement and the Exhibits.

C. Commissioner's Signature. This Sub-recipient agreement is not effective unless signed by the Chief of GDEM or by his authorized designee.

Waiver

Any right or remedy provided for in this Sub-recipient agreement provision shall not preclude the exercise of any other right or remedy under this Sub-recipient agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas.

EXHIBIT A

THE APPLICABLE LAWS AND REGULATIONS

The Sub-recipient shall comply with the Act and regulations specified in Section 2; OMB Circular A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 44 C.F.R, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Sub-recipients shall also comply with 2C.F.R. Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, 2C.F.R. Parts 225, State and Local Governments, Part 220, Educational Institutions; and Part 230, Non-Profit Organizations. Compliance with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial organizations is required. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated hereunder and specified in State Administrative Agency Information Bulletins, Texas Uniform Grants Management Standards (UGMS) and Paragraph A through M of this Exhibit.

A. CIVIL RIGHTS - Title VI of the Civil Rights Act of 1964, as amended. (42 U.S.C. § 2000d et seq.); (44 C.F.R. 7.1)
http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr7_07.html

B. HANDICAP AND ARCHITECTURAL BARRIERS - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); (44 C.F.R. 16.101) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr16.101.htm ; The Sub-recipient shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code. http://tlo2.tlc.state.tx.us/statutes/gv.toc.htm

C. ENVIRONMENTAL LAW AND AUTHORITIES - In accordance with the provisions of law cited in 44 C.F.R. § 10.8, the responsible entity shall assume the environmental responsibilities for projects under programs cited in §10.1, and in doing so shall comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C.F.R. parts 1500 through 1508.
http://www.access.gpo.gov/nara/cfr/waisidx_07/40cfr1501_07.html ; (44 C.F.R. 10.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr10.1.htm

D. LABOR STANDARDS - The Davis-Bacon Act, as amended (40 U.S.C. § 3142) http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1733+1++%28%29%20AND%20%28%2840%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%283142%29%29%3ACITE%20%20%20%20%20%20%20%20%20 ; The Contract Work Hours & Safety Standards Act (40 U.S.C.§ 3702) http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1775+1++%28%29%20AND%20%28%2840%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%283702%29%29%3ACITE%20%20%20%20%20%20%20%20%20; The Copeland "Anti-Kickback" Act (18 U.S.C. § 874) http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17t20+505+0++%28%29%20AND%20%28%2818%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%28874%29%29%3ACITE%20%20%20%20%20%20%20%20%20

E. FREEDOM OF INFORMATION ACT – (5 U.S.C. 552); (44 C.F.R. 5.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr5.1.htm

F. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 – If the Sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance) - (42 U.S.C. 4601)
http://www.access.gpo.gov/uscode/title42/chapter61_.html ; (44 C.F.R. 25.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr25.1.htm

G. FAITH-BASED ACTIVITIES - Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 Fed. Reg. 77141)
http://a257.g.akamaitech.net/7/257/2422/14mar20010800/edocket.access.gpo.gov/2002/pdf/02-31831.pdf

H. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND THE INCIDENT COMMAND SYSTEM (ICS) – Sub-Recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. http://www.fema.gov/emergency/nims/nims_training.shtm

I. PROGRAM INCOME - If a Sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28C.F.R. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at
http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfr2_04.html and the Uniform Rule 28C.F.R. Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education,

Hospitals, and other Nonprofit Organizations, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html. Sub-recipients must report any interest earned to GDEM/SAA. Any interest earned in excess of $100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services
Division of Payment Management Services
P.O. Box 6021
Rockville, MD 20852

J. AUDITS - The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr13.26.htm.

K. GRANT ADMINISTRATION - The Sub-recipient will also comply with Texas Government Code, Chapter 783, http://tlo2.tlc.state.tx.us/statutes/gv.toc.htm; and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=6&rl=141 Sub-recipients must also comply with 44,C.F.R., Part 13, http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr13_07.html; with 2C.F.R. Part 215 http://www.access.gpo.gov/nara/cfr/waisidx_08/2cfrv1_08.html#215, 2C.F.R. Part 225, Part 220 and Part 230. Parts 220 and 230 are not available on-line at this time. A link will be provided as soon as it becomes available.

L. PROPERTY ADMINISTRATION – TAC Title 1, Part 5, Chapter 116, http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=1&pt=5

M. PUBLICATIONS – 44 C.F.R., Section 13.34 http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr13.34.htm

1. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with NPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

2. The Sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the National Preparedness Directorate, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."

EXHIBIT B

CERTIFICATIONS

I, _____ as Mayor/County Judge of _____, Texas, hereinafter referred to as the "Sub-recipient," certify the following with respect to the expenditure of Sub-recipient agreement funds.

A. The Sub-recipient shall minimize displacement of persons as a result of activities assisted with Sub-recipient agreement funds.

B. The program shall be conducted and administered in conformity with the Civil Rights Act of 1964 (42 U.S.C. § 2000a et seq.)

C. As specified by GDEM and FEMA, in the event that displacement of residential dwellings shall occur in connection with a project assisted with HSGP funds, the Sub-recipient shall follow a residential anti-displacement and relocation assistance plan.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/.
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
5. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification)

E. Sub-recipient understands and certified that it will not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.

F. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

_____ _____

Chief Elected Official, Mayor/County Judge Date

EXHIBIT C

CERTIFICATION REGARDING LOBBYING FOR SUB-RECIPIENT AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned,_____, as Mayor/County Judge of the _____, Texas certifies the following to the best of his knowledge and belief.

A. No federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an 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 Sub-recipient agreement, 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 Sub-recipient agreement, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or shall 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 Sub-recipient agreement grant, loan or cooperative agreement, the undersigned shall complete and submit standard form Disclosure Form to Report Lobbying form in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards including sub-contracts, sub-grants and Sub-recipient agreements under grants, loans, and cooperative agreements and that all Sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon that 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 31 U.S.C § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

Chief Elected Official, Mayor/County Judge Date

EXHIBIT "B"

STATEMENT OF WORK
CITY OF LA JOYA, TEXAS
POLICE DEPARTMENT

LA JOYA POLICE DEPARTMENT – STATEMENT OF WORK

The La Joya Police Department estimates that officers may work from a minimum of one officer to two officers per shift of overtime enforcement. All certified peace officers from the rank of Chief would be eligible to participate in Operation Stonegarden. This overtime would act as a force multiplier for the La Joya Police Department and would greatly increase border security.

The requested overtime operational costs no not exceed the 50% mark of the total grant award due to the severity of the need to enhance border security in La Joya City and enhance coverage on avenues leading into the United States.

Vehicles are requested to increase the amount of units to be used in supporting Operation Stone Garden. These vehicles would assist in increasing patrols and place more officers on the streets while working the operation. They will also safeguard the jurisdictional area of the City of La Joya, interdict narcotics, human smugglers and potential terrorists traveling thru the city, overall improving Border Security.

EXHIBIT "C"

GRANT BUDGET
CITY OF LA JOYA, TEXAS
POLICE DEPARTMENT

LA JOYA POLICE DEPARTMENT – GRANT BUDGET

SUMMARY	AMOUNT
1. Operational Overtime	$ 65,100.00
2. Fringe Benefits	$ 5,696.25
3. New / Replacement Equipment	$ 79,203.75
Total:	$ 150,000.00

1. Operational Overtime

The La Joya Police Department estimates that officers may work from a minimum of one officer to two officers per shift of overtime enforcement. All certified peace officers from the rank of Chief would be eligible to participate in Operation Stonegarden. This overtime would act as a force multiplier for the La Joya Police Department and would greatly increase border security.

As Per La Joya Police Department Policy 507 Overtime Rate. See Attachment

1 Chief 10 hrs Per Month @ $45.00 x 12 months = $ 5,400.00
1 Lieutenant 11 hrs Per Month @ $40.00 x 12 months = $ 5,280.00
1 Sergeant 11 hrs Per Month @ $40.00 x 12 months = $ 5,280.00
9 Patrol Officers 13 hrs Per Month @ $35.00 x 12 months = $ 5,460.00

Total man-hours per month = 149 Hrs.
Total personnel per month = $ 5,425.00
Total personnel x 12 months = $ 65,100.00

The requested overtime operational costs no not exceed the 50% mark of the total grant award due to the severity of the need to enhance border security in La Joya City and enhance coverage on avenues leading into the United States .

TOTAL: $ 65,100.00

2. Fringe Benefits

Estimated Fringe Benefits
Unemployment 2.00%
FICA 6.75%
Total Fringe benefits equal to (8.75%)

$65,100.00 for 12 months x 8.75% fringe benefits estimated at = $5,696.25

TOTAL: $ 5,696.25

3. New / Replacement Equipment

Chevrolet Tahoe @ $ 38,071.00 = $38,071.75
Chevrolet Impala @ $ 20,566.00 = $20,566.00
Chevrolet Impala @ $ 20,566.00 = $20,566.00

TOTAL: $79,203.75

These vehicles are requested to increase the amount of units to be used in supporting Operation Stone Garden . These vehicles would assist in increasing patrols and place more officers on the streets while working the operation. They will also safeguard the jurisdictional area of the City of La Joya , interdict narcotics, human smugglers and potential terrorists traveling thru the city, overall improving Border Security.

EXHIBIT "D"

COST REIMBURSEMENT REQUEST FORM
CITY OF LA JOYA, TEXAS
POLICE DEPARTMENT

Cost Reimbursement Request
Instructions

1) The participating Police Department will submit a Cost Reimbursement Request due on or before the 15th of each month. Reimbursement Requests received after the deadline will not be processed until the following month.
    a. **Operational Overtime** – Enter the title and name of the officer participating in the Operation Stonegarden project along with hourly rate, overtime rate and total amount of fringes attributed to the overtime amount. (Only FICA, Workman's Compensation and Unemployment Compensation will be reimbursable.)
        (1) Submit copies of time sheets with all required signatures, copies of general ledger and / or payroll distributions reports & proof of payment(i.e. copies of checks) from the Police Department's or City's Financial Management System to support the amount of Operational Overtime being requested.
    b. **Travel and Per Diem** – Enter the title and name of the officer along with a brief description of the purpose of the travel and the amount incurred.
        (2) Submit copies of travel supporting documentation (i.e. purpose of travel, proof of attendance) with all appropriate and required signatures and proof of payment (i.e. copies of general ledger and copies of checks).
    c. **Vehicle / Equipment Maintenance** – Enter a brief description of the type of expenditure incurred, invoice number and amount. (list each invoice separately)
        (3) Submit copies of all invoices and proof of payment (i.e. copies of general ledger and copies of checks).
    d. **Mileage** – Enter the vehicle identification number (as identified by local police department) along with the number of miles and rate and the total dollar amount per vehicle.
        (4) Submit copies of mileage logs identifying mileage at beginning of trip and mileage at end of trip along with the total miles traveled supported by all appropriate and required signatures.
    e. **Fuel Cost** – Enter the vehicle identification number (as identified by the local police department along with the number of gallons and rate per gallon and the total amount per vehicle). Note: The same vehicle can be entered multiple times depending on the different rates used.
        (5) Submit copies of documentation supporting the amount of fuel consumption and rate with all appropriate and required signatures and / or copies of actual fuel costs along with proof of payment (i.e. copies of general ledger and copies of checks, if applicable).
    f. **National Guard Deployments Deployments** - Enter the names and dollar amounts attributed to support of border security activities.
    g. **Equipment** – Enter a brief description of the equipment purchased along with the invoice number and amount. (List all invoices separately).
        (6) Submit copies of all invoices and proof of payment (i.e. copies of general ledger and copies of checks).
    h. Total for all categories arriving to the total amount of the Cost Reimbursement Request.

Cost Reimbursement Request
Instructions

i. Enter the Police Department's name.
j. Enter additional information pertaining to the Cost Reimbursement Request being submitted.
k. Point -of- Contact - Complete the Point of Contact and Certification Authority information.

2) Reimbursement packages can be mailed or submitted in person to:

Hidalgo County Auditor's Office
2808 S. Business Highway 281
Edinburg, Texas 78539-6243

3) Electronic copies of supporting documentation will also be accepted; however, the Cost Reimbursement Request must be an original signed with blue ink.
4) If the Cost Reimbursement Request is not legible, contains incomplete information, or lacks required signatures and / or supporting documentation, it will be returned unpaid.
5) The Police Department / City must submit a corrected Cost Reimbursement Requests and / or pending documentation no later than following month's deadline.
6) For any budget category expenditure being submitted for reimbursement, a copy of the Police Department's / City's written policies on overtime, travel and per diem, mileage and procurement procedures should be submitted with the first Cost Reimbursement Requests.
7) Hidalgo County reserves the right to request additional information and documentation on expenditures and procedures to verify whether a cost is allowable and to satisfy audit requirements.
8) The Police Department / City must have all expenses / equipment ordered by March 1, 2011. The last day for submission of any Cost Reimbursement Requests is April 30, 2011.

HIDALGO COUNTY
Operation Stonegarden FY 08
(Name of Police Dept)
Cost Reimbursement Request

I. Operational Overtime

	Job Title/Name	Salary Rate at 100%	Hours of overtime	Overtime Rate	Total Overtime Charged	Total Fringe Benefit	$ Requested
1	Deputy/ Joe Bob	$100.00	10	$150.00	$1,500.00	$150.00	$1,650.00
2		$0.00	0	$0.00	$0.00	$0.00	$0.00
3		$0.00	0	$0.00	$0.00	$0.00	$0.00
4		$0.00	0	$0.00	$0.00	$0.00	$0.00
5		$0.00	0	$0.00	$0.00	$0.00	$0.00
6		$0.00	0	$0.00	$0.00	$0.00	$0.00
7		$0.00	0	$0.00	$0.00	$0.00	$0.00
8		$0.00	0	$0.00	$0.00	$0.00	$0.00
9		$0.00	0	$0.00	$0.00	$0.00	$0.00
10		$0.00	0	$0.00	$0.00	$0.00	$0.00
	TOTAL SALARIES						**$1,650.00**

II. Travel and Per Diem

	Job Title/Name	Total Travel Cost and event		
1	Deputy/ Joe Bob	100.00 to assiting County XX	$100.00	
2			$0.00	
3			$0.00	
4			$0.00	
5			$0.00	
6			$0.00	
7			$0.00	
8			$0.00	
9			$0.00	
10			$0.00	
	TOTAL TRAVEL			**$100.00**

III Vehicle/Equipment Maintenace

1	ABCDEFG	$25.00	
2		$0.00	
3		$0.00	
4		$0.00	
5		$0.00	
6		$0.00	
7		$0.00	
8		$0.00	
9		$0.00	
10		$0.00	
	TOTAL VEHICLE MAINTENACE		**$25.00**

IV Mileage

Vehicle number plus number of miles @ what rate

1	ABC 123	55 miles @ .20	$11.00	
2			$0.00	
3			$0.00	
4			$0.00	
5			$0.00	
6			$0.00	
7			$0.00	
8			$0.00	
9			$0.00	
10			$0.00	
	TOTAL MILEAGE			**$11.00**

HIDALGO COUNTY
Operation Stonegarden FY 08
(Name of Police Dept)
Cost Reimbursement Request

V Fuel Cost

Vehicle Number, amount of fuel @ what rate

1	ABC 123	50 gal @ 1.49	$74.50
2			$0.00
3			$0.00
4			$0.00
5			$0.00
6			$0.00
7			$0.00
8			$0.00
9			$0.00
10			$0.00
	TOTAL FUEL COST		**$74.50**

VI National Guard deploymants in support of boder security activities (Not including Operation Jump Start)

1		$0.00
2		$0.00
3		$0.00
4		$0.00
5		$0.00
6		$0.00
7		$0.00
8		$0.00
9		$0.00
10		$0.00
	TOTAL National Guard deploymants in support of boder security activities	**$0.00**

VII Equipment

Item Description

1		$0.00
2		$0.00
3		$0.00
4		$0.00
5		$0.00
6		$0.00
7		$0.00
8		$0.00
9		$0.00
10		$0.00
	TOTAL EQUIPMENT	**$0.00**

TOTAL Operational Overtime	**$1,650.00**
TOTAL Travel and Per Diem	**$100.00**
TOTAL Vehicle/Equipment maintenace	**$25.00**
TOTAL Mileage	**$11.00**
TOTAL Fuel Cost	**$74.50**
TOTAL Natioanl Guard deployments	**$0.00**
TOTAL Equipement	**$0.00**

REIMBURSEMENT REQUEST TOTAL ***$1,860.50***

EXHIBIT "E"

ACTIVITY LOG
CITY OF LA JOYA, TEXAS
POLICE DEPARTMENT

OPERATION STONEGARDEN 2008 DAILY ACTIVITY REPORT

Authorizing Officer: Signature: Date:

SLT Agency	Patrol Sector	Location of Operation	Shift

Name of Officer	Overtime Hours	Overtime Rate	Total $ Expended
Total	0.00		$0.00

FUEL

Vehicle Number	Mileage Start	Mileage End	Total Miles	Gallons	$

Vehicle Stops		IA turned Over to BP	
Citations Issued		Narcotics Seizures	
Misdemeanor Arrests		Type and Weight	
Felony Arrests		Intel Events (# of 3925)	
Stolen Vehicles		Cases	
Pursuits		Non-drug Seizures	

Mileage Reimbursal

Total Miles	Rate	$ Total
Total		$0.00

Equipment Purchased

Description	Cost
Total	$0.00

Maintenance Costs

Description	$ Amount
Total	$0.00

Other Authorized Expenses

Type	Description	Cost
	Total	$0.00

Narrative:

Use this space to provide descriptive information for any of the sections above and to provide any other information gathered during your shift which you feel may be useful.

Fax completed report to: Fax Number:

Department of Budget and Management

2818 S. Bus. Hwy. 281 • Edinburg, Texas 78539 • Phone (956) 292-7025 • Fax (956) 292-7035 • www.co.hidalgo.tx.us/budget

MEMORANDUM

To: All Operation Stonegarden Grant Sub-Recipients

From: Raul Silguero Jr., Budget Officer

Date: April 6, 2009

Subject: Interlocal Cooperation Agreement

Cc: Sheriff Guadalupe "Lupe" Treviño

Enclosed please find duplicate copies of the Interlocal Cooperation Agreement (ICA) for sub-recipient award of Hidalgo County Operation Stonegarden Grant funds. Please have the agreements approved and executed by your governing body at their next scheduled meeting.

Please forward all executed agreements to: Department of Budget and Management
Attn: Rey Salazar
2818 South Business Hwy. 281
Edinburg, TX 78539

After approval by Hidalgo County Commissioner's Court, a countersigned original will be returned for your records.

Please contact Mr. Rey Salazar at 956.292.7025 ext. 5426 or Mr. Sergio Cruz at ext. 5424 should you have any questions.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN CITY OF PALMVIEW, TEXAS AND
THE COUNTY OF HIDALGO, TEXAS

This Agreement is made and entered into on this the 14th day of APRIL, 2009, by and between Hidalgo County, a political subdivision of the State of Texas and the City of Palmview, Texas, hereinafter referred to as "City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County was awarded a grant hereinafter referred to as "Operation Stonegarden Grant" or the "Grant", in the amount of Two Million Four Hundred and Eighty Thousand Dollars and no/100ths ($2,480,000.00) from the U.S. Department of Homeland Security ("DHS") through the State of Texas Governor's Division of Emergency Management ("GDEM"), of which certain funds is intended to be subcontracted to various local police departments including City's police department;

WHEREAS, the purpose of the Grant is to assist counties along the United States borders to enhance law enforcement preparedness and operational readiness among regional law enforcement agencies in a joint mission to secure the borders;

WHEREAS, the Grant allows local law enforcement agencies to use funds for certain law enforcement operating expenses while participating in border security operations approved by DHS;

WHEREAS, the Grant requires County, as the grant recipient, to comply with certain terms and conditions more particularly described in **Exhibit "A"** attached hereto and titled, "Governor's Division of Emergency Management 2008 Sub-Recipient Agreement to Hidalgo County," dated November 17, 2008, and further requires any sub-recipient accepting funding from the Grant through a subcontract or agreement to also comply with certain provisions of the terms and conditions stated in **Exhibit "A";**

WHEREAS, City desires to carry out DHS eligible activities as described in the **Statement of Work** attached hereto as **Exhibit "B";**

WHEREAS, the County proposes to contract with City in order that the eligible activities described in **Exhibit "B"** can be carried out for the benefit of the residents of County and City.

NOW, THEREFORE, County and City in consideration of the mutual covenants expressed hereinafter, agree as follows:

SECTION I
RULE AND REGULATIONS

The City agrees to cooperate with the County in respect to the implementation of the Grant within its jurisdiction and as supported under Public Law 110-161, Department of Homeland Security Appropriation Act of 2008.

SECTION II
DEBARMENT/SUSPENSION CERTIFICATION

City certifies that City and its contractors/vendors associated with this Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System found at hhtp://www.epls.gov.

SECTION III
TERMS AND CONDITIONS AND STATEMENT OF WORK

City represents that it has read and understood the Sub-Recipient Agreement between the County and the Governor's Division of Emergency Management attached hereto as Exhibit "A" and as a condition of participating in the Grant, City agrees to comply with all terms and conditions required of entities accepting funds through an agreement and the City further agrees to perform services as outlined in the Statement of Work **(Exhibit "B")** for and in consideration of reimbursement from County in an amount not to exceed Ninety Thousand Dollar and NO/100ths ($90,000.00) as delineated in the **City Grant Budget (Exhibit "C") and Cost Reimbursement Request Form (Exhibit "D").**

City agrees to notify County in writing and obtain from County written approval, prior to any proposed changes, delays or departures from the Statement of Work (Exhibit "B") and Grant Budget (Exhibit "C") related to the Grant prior to commencing any work on any changes made therein.

County shall not be liable for costs incurred or performances rendered by City before commencement of this Agreement or after termination of this Agreement and shall be responsible for reimbursement as described in the Statement of Work (see Exhibit "B") and the City Grant Budget (see Exhibit "C").

SECTION IV
RECORDS AND REPORTS

City agrees to establish and maintain all necessary records and reports that may be necessary for reimbursement from County of Grant funds, including but not limited to the Cost Reimbursement Form (see Exhibit "D") and Activity Log (see Exhibit "E").

City understands that it is solely the City's responsibility to keep all records and reports pertaining to Grant activity within their municipality in a manner acceptable to County. Failure to maintain records and reports may result in forfeiture of the City's designated Grant funds.

SECTION IV
MONITORING VISITS

City agrees to allow County to conduct on-site monitoring visits to assure compliance with applicable federal requirements, terms and conditions, and adequacy of timeliness of performance by City and those performance goals are being achieved, if applicable. City shall give Homeland Security, GDEM, the Comptroller General of the United States, County, County auditor, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by City pertaining to this Agreement.

SECTION V
PAYMENT REQUESTS

City agrees to submit to the County Auditor's Office, a properly completed SSA/Division of Emergency Management Cost Reimbursement Request (See Exhibit "D") and all supporting documentation, including but not limited to General Ledger Reports, Payroll Distribution Reports, Time Sheets, Activity Logs (See Exhibit "E"), Copies of Invoices, and other related information whether or not requested by County on a monthly basis no later than the 15th of each month for the previous month. Each Cost Reimbursement Request shall be completed in the instructions included in Exhibit "D".

City and County agree that all unused Grant funds at the end or termination of this Agreement will be reallocated or reprogrammed by County.

SECTION VI
AUDIT REQUIREMENTS

City agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

City agrees to furnish County a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to City hereunder. However, if City expends Five Hundred Thousand Dollars ($500,000) or more in federal funds, City must, within nine (9) months from the end of the fiscal year, supply County with an audit of revenues and expenditures conducted by a certified public accountant. If the City expends less than $500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the

federal agency, the General Accounting Office and County. If a City is exempt, a 990 Tax Return (Return of Organization Exempt from Income Tax), and Financial Statements are required for the most recent fiscal year ended. If applicable, City agrees to cooperate with the County relating to any inquiries regarding audits and City acknowledges that a Financial Audit shall be provided to County at the expense of the City. Audit information shall be available to County staff, and any and all applicable federal agencies.

SECTION VII
SUSPENSION AND TERMINATION

City understands that this Agreement may be suspended or terminated if City materially fails to comply with the provisions of this Agreement or the provisions so listed in Exhibits "A "through "E".

If City fails to fulfill in a timely and proper manner its obligations under this Agreement, or City violates any of the Agreements or stipulations of this Agreement, then the County shall provide City written notification of such non-performance. Such non-performance may be the basis for immediate termination of this Agreement. **Should any breach of this Agreement relate to a violation of federal law or regulation that results in GDEM or Homeland Security demanding reimbursement from the County or the City or its successor, the County will terminate Agreement and seek reimbursement of all funds from City.** City shall not be relieved of the liability to the County for damages sustained by the County by virtue of any breach of this Agreement by City and County may withhold any payments to City for violations of state, local or federal regulations. Should the County become aware of any activity by City, which would jeopardize the County's position with Homeland Security, GDEM or any other state or federal agency, or which would cause a payback of federal funds, then the County may take appropriate action including injunctive relief against City to prevent the transaction as aforesaid. The failure of the County to exercise any right shall in no way constitute a waiver by the County to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except in writing upon the joint action of the governing bodies of both the County and City.

SECTION VIII
ASSETS

City shall not purchase any asset unless so permitted by the County and such procurement shall be done in the form and manner so required by the County.

The disposition of any asset improved or acquired in part or in whole with Grant funds by the City during the Grant period or after expiration of the Grant period, must have prior written approval of the County and the County shall be reimbursed for the asset, if sold, in the full amount of the fair market value of the disposed asset. Upon such reimbursement to the County, the City shall become the owner of such asset

purchased or acquired through the Grant funds and shall be responsible for the care, maintenance and repair of same. This reimbursement process shall also be applicable and in full force and effect for any asset which is no longer used for its intended Grant purpose by the City at any time during the Grant period or after expiration of the Grant period.

SECTION IX
LIABILITY FOR DISALLOWED COSTS

The City understands and agrees that it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of City agreement funds. The City further understands and agrees that reimbursement to County of such disallowed costs shall be paid by the City from funds that were not provided or otherwise made available to City pursuant to this Agreement or any other federal contract.

SECTION X
INDEMNITY CLAUSE AND INSURANCE REQUIREMENT

City agrees to hold harmless the County its elected officials, officers, employees, consultants, or agents and to indemnify County's elected officials, officers, employees, consultants or agents and to defend County against any and all claims brought against County by elected officials, officers, employees, or agents of City or brought by any third person arising in any manner directly or indirectly from City programs, activities or events conducted pursuant to this Agreement.

City shall acquire, maintain and furnish to County a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet City's duty of indemnification under this paragraph.

SECTION XI
PROCUREMENT

City agrees to conform to its own applicable purchasing laws, regulations, employment policies and procedures with respect to any purchases or employment in relation to the Grant and/or this Agreement.

SECTION XII
CONFLICT OF INTEREST

City covenants that neither its elected officials, officers, employees, consultants, nor agents who exercise influence on the decision-making process presently has or will

have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities funded by the Grant. City agrees that all elected officials, officers, employees, consultants or agents shall comply fully with the requirements of Texas Local Government Code Chapter 171.

City agrees that no person who is an elected official, officer, employee, consultant, or agent of the City's organization or the County's organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit "A" during the Grant period or for a period of one (1) year thereafter.

City is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

SECTION XIII
MISCELLANEOUS PROVISIONS

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.

No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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 County and City, and not otherwise.

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.

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 electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
P.O. Box 1356
Edinburg TX 78539

If to City: City of Palmview
400 W. Veterans Hall
Palmview, Texas 78577

.

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.

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.

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.

Assignment. This Agreement shall not be assignable by City. County may assign this Agreement without the consent of City.

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.

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.

Authority to Execute. The execution and performance of this Agreement by County and City have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and City in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

THE CITY OF PALMVIEW, TEXAS

Mayor

ATTEST:

City Secretary

COUNTY OF HIDALGO

J. D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, L.L.P.

By: Stephen Crain

EXHIBIT "A"

GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT 2008 SUB-RECIPIENT AGREEMENT TO HIDALGO COUNTY

Governor's Division of Emergency Management

2008

Sub-Recipient Agreement

To

Hidalgo County

Date of Award
11/17/2008

1. Sub-Recipient Name and Address

J.D. Salinas
Hidalgo County Judge
PO Box 1356
Edinburg, TX 78539

2. Prepared By: Carter

3. SAA Award Number: 08-46215-01

4. Federal Grant Information

Federal Grant Title: Operation Stonegarden Grant (OSG)

Federal Grant Award Number: 2008-SG-T8-0009

Date Award Granted to GDEM: September 3, 2008

Federal Grant Agency: Federal Emergency Management Agency
Dept. of Homeland Security Preparedness Directorate

5. Award Amount and Grant Breakdown

Total Award Amount
$ 2,480,000.00

NOTE: Additional Budget Sheets (Attachment A): ☐ YES ☒ NO

OSG CFDA 97.067
$ 2,480,000.00

This award supersedes all previous awards. **Performance Period:** Sep 1, 2008 To May 1, 2011

6. Statutory Authority for Grant: This project is supported under Public Law 110-161, the Department of Homeland Security Appropriation Act of 2008.

7. Method of Payment: Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.

9. Agency Approval

Approving GDEM Official:

Jack Colley, Chief
Division of Emergency Management
Office of the Governor

Signature of GDEM Official:



10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:

Signature of Sub-recipient Official:

11. Enter Employer Identification Number (EIN)/Federal Texas Identification Number:

12. Date Signed:

13. DATE DUE: [redacted]

Signed award and Direct Deposit Form (if applicable) must be returned to GDEM on or before the above due date.

TERMS AND CONDITIONS

Parties to Sub-recipient Agreement

This Sub-recipient agreement is made and entered into by and between the Governor's Division of Emergency Management/State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "GDEM," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, GDEM and the Sub-recipient are collectively hereinafter referred to as the "Parties." By this Sub-recipient agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this Sub-recipient agreement. The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2008 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement.

Sub-recipient Purpose and Overview

A. Purpose and Overview. The FY 2008 OPSG provides a flexible framework of funding to support operational efforts along our nation's land borders. This funding supports land border jurisdictions in achieving a greater capability to prevent, protect against, and respond to border security issues, encouraging local operational objectives and capabilities to enhance federal and State Homeland Security Strategies, and continuing the distinct capability enhancements required for border security and protections. The OPSG Grant guidance is very specific in what is allowable and not allowable under this grant. Please refer to the FY 2008 OPSG Grant Guidance and Application Kit. A copy of the grant guidance and application kit can be accessed at: http://www.fema.gov/government/grant/index.shtm, specific attention should be placed on complying with requirements associated with the allowable and unallowable expenses and general costs guidance.

B. Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by the State Administrative Agency (SAA). The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B"; and
3. Certification Regarding Lobbying for Sub-recipient Agreements, Grants, Loans, and Cooperative Agreements, hereinafter referred to as "Exhibit C".

C. Failure to Perform. In the event the Sub-recipient fails to implement the project(s) entered into The SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to GDEM for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional Homeland Security Grant Program funds or any other federal program funds administered by GDEM until repayment to GDEM is made and any other compliance or audit finding is satisfactorily resolved.

GDEM Obligations

A. Measure of Liability. GDEM shall be liable for actual and reasonable costs incurred by the Sub-recipient during the Sub-recipient agreement period for performances rendered under this Sub-recipient agreement by the Sub-recipient, subject to the limitations set forth in this Section. GDEM shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

B. Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by GDEM under the HSGP program. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by GDEM under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

C. Excess Payments. The Sub-recipient shall refund to GDEM any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by GDEM or that GDEM determines has resulted in overpayment to the Sub-recipient that GDEM determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically

permitted by statute or regulation. The Sub-recipient shall make such refund to GDEM within thirty (30) days after GDEM requests such refund.

Suspension

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, GDEM may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

A. GDEM's Right to Terminate. GDEM shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever GDEM determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. GDEM shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

B. Parties' Right to Terminate. In addition to GDEM's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this Sub-recipient agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Sub-recipient agreement would not produce beneficial results commensurate with the further expenditure of Sub-recipient agreement funds. The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Conflict of Interest

A. Financial Interest Prohibited. A conflict of interest may arise when the employee, officer or agent; any member of his or her immediate family; his or her partner; or, any organization that employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform a subcontract pursuant to this Sub-recipient agreement. The Sub-recipient shall ensure that no employee, officer, or agent of the Sub-recipient shall participate in the selection, in the award or administration of a subcontract supported by Sub-recipient agreement funds pursuant to this Sub-recipient agreement and comply with Chapter 171, Texas Local Government Code.

B. Other Prohibited Interests. In all cases not governed by Subsection A of this Section and except for eligible administrative or personnel costs, no person who is an employee, agent, consultant, officer, elected official, appointed official of the Sub-recipient or of a subcontractor of the Sub-recipient, in Subsection C of this Section who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this Sub-recipient agreement or any other HSGP Sub-recipient agreement who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any Sub-recipient agreement, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Monitoring

GDEM reserves the right to perform periodic on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, GDEM shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to Sections on the Suspension and/or Termination above.

Audit

A. Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply with Texas Government Code, Chapter 783, 1 TAC 5.141.et.seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

B. GDEM's Right to Audit. Notwithstanding Subsection A of this Section, GDEM reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit GDEM or its authorized representative to audit the Sub-recipient's records and to obtain any documents, materials or information necessary to facilitate such audit.

C. Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to GDEM for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to GDEM of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

D. Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as GDEM may require of the Sub-recipient.

E. State Auditor's Office. The Sub-recipient understands that acceptance of Sub-recipient agreement funds acts as acceptance of the authority of the State Auditor's Office or any successor agency to conduct an audit or investigation in connection with these funds. The Sub-recipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

For FY 2008, the NIMSCAST will be the required means to report NIMS compliance for FY 2008 preparedness award eligibility. All State and Territory direct preparedness Sub-recipients will be required to submit their compliance assessment via the NIMSCAST by January 31, 2008. The State or Territory department/agency awardee reserves the right to determine compliance reporting requirement of their sub-awardees (locals) in order to disperse funds at the local level.

Reimbursement

Sub-recipient agrees to make no request for reimbursement prior to return of this agreement signed by the authorized Sub-recipient representative. Sub-recipient also agrees to make no request for reimbursement for goods or services procured by Sub-recipient prior to the performance period start date of this agreement.

A. Request for Advance or Reimbursement. The Sub-recipient shall submit to GDEM, a properly completed Local Purchase Submission Cover Sheet as often as actually needed. GDEM retains the authority to approve or deny amount requested and shall not make disbursement of any such payment until GDEM has reviewed and approved such a request. The Local Purchase Submission Cover Sheet shall be supported by documentation as referenced by the SAA web-based grants management system and subsequent policy updates.

B. Request for Advance Funds and Transfer of Funds. The Sub-recipient's requests for an advance of Sub-recipient agreement funds shall be limited to the minimum amounts needed for effective operation of their project(s) under this Sub-recipient agreement and shall be timed as closely as possible to be in accord with actual cash requirements. The Sub-recipient shall establish procedures to minimize the time elapsing between the transfer of funds from GDEM to the Sub-recipient and shall ensure that such funds are disbursed within fifteen (15) days or as soon as administratively possible.

C. Payment Contingent. Notwithstanding the provisions of Subsection A of this Section, payments under this Sub-recipient agreement are contingent upon the Sub-recipient's performance of its contractual obligations.

Urban Areas Security Initiative (UASI) Grants

A. If the Sub-recipient is a participant in a UASI program, during the performance period of this grant, Sub-recipient agrees to adhere to the UASI strategy, goals, objectives, and implementation steps.

B. Sub-recipient agrees that, during the performance period of this grant, all communications equipment purchases must be reviewed and approved by the Regional Interoperable Communications Committee and the UASI points of contact (voting members), if applicable.

UASI Non-Profit Security Grant Program (NSGP)

A. The Sub-recipient agrees that all allocations, uses of funds, and other associated program and administrative requirements under this grant will be in accordance with the Fiscal Year (FY) 2008 UASI Non-Profit Security Grant Program (NSGP) Program Guidance and Application Kit, Information Bulletin number 252, and the FY 2008 UASI NSGP Frequently Asked Questions (FAQs) Parts 1 and 2. All grant Sub-recipients are assumed to have read, understood, and accepted the FY 2008 UASI NSGP Program Guidance and Application Kit, Information Bulletin Number 252 and the FAQs as binding.

B. Sub-recipients must meet a 75 percent Federal-25 percent Sub-recipient soft match requirement. Sub-recipient contributions must be from non-Federal sources. For all costs other than training, the Sub-recipients match may be met through cash, training investments related to use of allowable equipment purchased with the grant, or training investments related to general purpose security and emergency preparedness for staff. In the case of training projects, awardees must meet the matching requirement through cash. In no event can regular personnel costs such as salary, overtime, or other operational costs unrelated to training be used to satisfy the matching requirement.

C. Non-governmental organization Sub-recipients are required to meet certain National Incident Management System (NIMS) compliance requirements. All emergency preparedness, response, and/or security personnel in the non-profit organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction.

D. Sub-recipients are responsible for keeping a copy of the 501(c)(3) registration number or IRS Letter of Recognition of Sub-grantees on file. Those Sub-recipients who submitted investment justifications, subsequently selected for award, by non-profit organizations which do not hold or have not formally applied for a 501(c)(3) registration number, are responsible for maintaining an affidavit and/or other indicia certifying or verifying their 501(c)(3) compliance on file for review by DHS, in accordance with the FY 2008 UASI NSGP Q&A Part 2.

E. FY 2008 UASI NSGP allowable equipment costs include only the two Authorized Equipment List (AEL) categories identified in the FY 2008 UASI HSGP Program Guidance and Application Kit. These categories are 1) Physical Security Enhancement Equipment, and 2) Inspection and Screening Systems. All allowable equipment costs must fall within these two categories. Interoperable communications equipment, aesthetic enhancement, including business, shrubs, or flowers, general-use vehicles, or related general-use equipment is prohibited under this grant program if it does not fall within one of the two previously identified AEL categories. Additionally, any costs associated with exercises are strictly prohibited. All other training and management and administrative (M&A) costs must be in accordance with the FY 2008 UASI NSGP Program Guidance and Application Kit, Information Bulletin Number 252, and the FY 2008 NSGP FAQs, Parts 1 and 2.

F. The Sub-recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U. S. Department of Homeland Security."

Interoperable Communication Project Compliance

1. Before a local jurisdiction may submit a project for consideration by the State, a preliminary review must be done at the regional level by the Communications Committee or some similar group of the appropriate Council of Governments, Development Council or Planning Council. (Where possible, reviewers should represent a cross-section of the communications community and include representatives from cities, counties and Tribes where appropriate; conventional and trunked systems, and VHF, UHF, 700 MHz, 800 MHz and 900 MHz systems.) Jurisdictions must have baseline information (towers and POC/name) entered into CASM to show the jurisdictions' commitment to adhere to the SCIP. Projects that are deemed to satisfactorily meet the State's Plan will be submitted to the State for formal review.

Closing The Grant

A. The Sub-recipient must have all expenses/equipment ordered by May 1, 2011. The last day for submission of invoices is June 30, 2011.

B. GDEM/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, GDEM/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, GDEM/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

C. GDEM/SAA will unilaterally close out this grant if sub recipient does not reconcile account and sign closeout GAN by July 31, 2011.

Restrictions, Disclaimers and Notices

A. Approval of this award does not indicate approval of any consultant rate in excess of $450 per day. A detailed justification must be submitted to and approved by GDEM/SAA prior to obligation or expenditure of such funds.

B. In cases where local funding is established by COGs, release of funds by GDEM is contingent upon regional funding allocation approval by the Sub-recipient's COG governing board.

C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that GDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet GDEM's liabilities hereunder. GDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Chief
Division of Emergency Management
Homeland Security Office of the Governor
PO Box 4087
Austin, TX 78773-0220

Uniform Administrative Requirements, Cost Principals, Audit Requirements and Program Income

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with all Applicable Laws and Regulations, Exhibit A, but specifically with:

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

B. Cost Principles

1. 2C.F.R. Part 225, Cost Principles for State, Local and Tribal Governments
2. 2C.F.R. Part 220, Cost Principals for Education Institutions
3. 2C.F.R. Part 230, Cost Principles for Non-Profit Organizations
4. Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

C. Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Retention And Accessibility Of Records

A. Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to OMB Circular A-87, 44 C.F.R. § 13.42 and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective (close of the Sub-recipient agreement), including program requirements and financial obligations, or the period of time required by other applicable laws and regulations as described in Exhibit A.

B. Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Inspector General, the General Accounting Office, the Auditor of the State of Texas, GDEM, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers,

things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of HSGP funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552, Texas Government Code.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Subcontracts

A. GDEM's Approval of Subcontract and Liability. The Sub-recipient may subcontract for performances described in this Sub-recipient agreement without obtaining GDEM's prior written approval.

B. Sub-recipient Liability. In no event shall any provision of this Section be construed as relieving the Sub-recipient of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Sub-recipient agreement's terms as if such performances rendered were rendered by the Sub-recipient. GDEM's approval under this Section does not constitute adoption, ratification or acceptance of the Sub-recipient's or a subcontractor's performance.

C. Applicable Law. The Sub-recipient shall comply with 44 C.F.R. § 13.1-13.52 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this Sub-recipient agreement.

D. Escrow Retainage for Construction Contracts. GDEM shall require Sub-recipient to maintain an escrow retainage of the Sub-recipient agreement funds budgeted for construction and rehabilitation in the amount of five percent (5%) of each construction and/or rehabilitation subcontract entered into by the Sub-recipient. Before the retainage fees for construction contracts are released, GDEM shall receive a complete and executed Certificate of Construction Completion and Final Wage Compliance Report and the Sub-recipient shall certify it has received as-built plans for this Sub-recipient agreement's funded construction activities.

Legal Authority

A. Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

B. Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

Notice Of Litigation and Claims

The Sub-recipient shall give GDEM immediate notice in writing of:

1. any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out the performance of any subcontract under this Sub-recipient agreement; and
2. any claim against the Sub-recipient, the cost and expense of which the Sub-recipient may be entitled to be reimbursed by HSGP.

Except as otherwise directed by GDEM, the Sub-recipient shall furnish immediately to GDEM copies of all documentation received by the Sub-recipient with respect to such action or claim.

Indemnification

To the extent permitted by law, the Sub-recipient agrees to hold GDEM harmless and to indemnify GDEM from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the Sub-recipient pursuant to this Sub-recipient agreement.

Changes and Amendments

A. Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

B. Authority to Amend. This Sub-recipient agreement's performances shall be rendered in accordance with the Act, Exhibit A, the assurances and certifications made to GDEM by the Sub-recipient and the assurances and certifications made to DHS by the State of Texas with regard to the operation of the HSGP. Amendments may further be amended by GDEM, during the period of this Sub-recipient agreement's performance as GDEM issues policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by GDEM in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

C. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. Federal Emergency Management Agency (FEMA) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. FEMA's National Preparedness Directorate Information Bulletins can be accessed at http://www.ojp.usdoj.gov/odp/docs/bulletins.htm and are incorporated by reference into this sub-grant.

Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Oral and Written Agreements

A. Prior Agreements. All oral and written agreements between the Parties relating to this Sub-recipient agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this Sub-recipient agreement.

B. Exhibits. The exhibits enumerated and denominated in the agreement are hereby made a part of this Sub-recipient agreement and constitute promised performances by the Sub-recipient in accordance with the Sub-recipient agreement and the Exhibits.

C. Commissioner's Signature. This Sub-recipient agreement is not effective unless signed by the Chief of GDEM or by his authorized designee.

Waiver

Any right or remedy provided for in this Sub-recipient agreement provision shall not preclude the exercise of any other right or remedy under this Sub-recipient agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas.

EXHIBIT A

THE APPLICABLE LAWS AND REGULATIONS

The Sub-recipient shall comply with the Act and regulations specified in Section 2; OMB Circular A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 44 C.F.R, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Sub-recipients shall also comply with 2C.F.R. Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, 2C.F.R. Parts 225, State and Local Governments, Part 220, Educational Institutions; and Part 230, Non-Profit Organizations. Compliance with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial organizations is required. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated hereunder and specified in State Administrative Agency Information Bulletins, Texas Uniform Grants Management Standards (UGMS) and Paragraph A through M of this Exhibit.

A. CIVIL RIGHTS - Title VI of the Civil Rights Act of 1964, as amended. (42 U.S.C. § 2000d et seq.); (44 C.F.R. 7.1)
http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr7_07.html

B. HANDICAP AND ARCHITECTURAL BARRIERS - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); (44 C.F.R. 16.101) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr16.101.htm ; The Sub-recipient shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code. http://tlo2.tlc.state.tx.us/statutes/gv.toc.htm

C. ENVIRONMENTAL LAW AND AUTHORITIES - In accordance with the provisions of law cited in 44 C.F.R. § 10.8, the responsible entity shall assume the environmental responsibilities for projects under programs cited in §10.1, and in doing so shall comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C.F.R. parts 1500 through 1508.
http://www.access.gpo.gov/nara/cfr/waisidx_07/40cfr1501_07.html ; (44 C.F.R. 10.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr10.1.htm

D. LABOR STANDARDS - The Davis-Bacon Act, as amended (40 U.S.C. § 3142) http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1733+1++%28%29%20%20AND%20%28%2840%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%283142%29%29%3ACITE%20%20%20%20%20%20%20%20%20 ; The Contract Work Hours & Safety Standards Act (40 U.S.C.§ 3702) http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1776+1++%28%29%20%20AND%20%28%2840%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%283702%29%29%3ACITE%20%20%20%20%20%20%20%20%20; The Copeland "Anti-Kickback" Act (18 U.S.C. § 874) http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17t20+605+0++%28%29%20%20AND%20%28%2818%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%28874%29%29%3ACITE%20%20%20%20%20%20%20%20%20

E. FREEDOM OF INFORMATION ACT – (5 U.S.C. 552); (44 C.F.R. 5.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr5.1.htm

F. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 – If the Sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance) - (42 U.S.C. 4601)
http://www.access.gpo.gov/uscode/title42/chapter61_.html ; (44 C.F.R. 25.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr25.1.htm

G. FAITH-BASED ACTIVITIES - Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 Fed. Reg. 77141)
http://a257.g.akamaitech.net/7/257/2422/14mar20010800/edocket.access.gpo.gov/2002/pdf/02-31831.pdf

H. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND THE INCIDENT COMMAND SYSTEM (ICS) – Sub-Recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. http://www.fema.gov/emergency/nims/nims_training.shtm

I. PROGRAM INCOME - If a Sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28C.F.R. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at
http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfr2_04.html and the Uniform Rule 28C.F.R. Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education,

Hospitals, and other Nonprofit Organizations, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html. Sub-recipients must report any interest earned to GDEM/SAA. Any interest earned in excess of $100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services
Division of Payment Management Services
P.O. Box 6021
Rockville, MD 20852

J. AUDITS - The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr13.26.htm.

K. GRANT ADMINISTRATION - The Sub-recipient will also comply with Texas Government Code, Chapter 783, http://tlo2.tlc.state.tx.us/statutes/gv.toc.htm; and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements,http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=6&rl=141 Sub-recipients must also comply with 44,C.F.R., Part 13, http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr13_07.html; with 2C.F.R. Part 215 http://www.access.gpo.gov/nara/cfr/waisidx_08/2cfrv1_08.html#215, 2C.F.R. Part 225, Part 220 and Part 230. Parts 220 and 230 are not available on-line at this time. A link will be provided as soon as it becomes available.

L. PROPERTY ADMINISTRATION – TAC Title 1, Part 5, Chapter 116, http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=1&pt=5

M. PUBLICATIONS – 44 C.F.R., Section 13.34 http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr13.34.htm

1. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with NPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

2. The Sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the National Preparedness Directorate, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."

EXHIBIT B

CERTIFICATIONS

I, JORGE GARCIA as Mayor/County Judge of PALMVIEW, Texas, hereinafter referred to as the "Sub-recipient," certify the following with respect to the expenditure of Sub-recipient agreement funds.

A. The Sub-recipient shall minimize displacement of persons as a result of activities assisted with Sub-recipient agreement funds.

B. The program shall be conducted and administered in conformity with the Civil Rights Act of 1964 (42 U.S.C. § 2000a et seq.)

C. As specified by GDEM and FEMA, in the event that displacement of residential dwellings shall occur in connection with a project assisted with HSGP funds, the Sub-recipient shall follow a residential anti-displacement and relocation assistance plan.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/.
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
5. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification)

E. Sub-recipient understands and certified that it will not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.

F. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

Chief Elected Official, Mayor/County Judge

Date 4/14/09

EXHIBIT C

CERTIFICATION REGARDING LOBBYING FOR SUB-RECIPIENT AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned JORGE GARCIA, as Mayor/County Judge of the PALMVIEW, Texas certifies the following to the best of his knowledge and belief.

A. No federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an 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 Sub-recipient agreement, 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 Sub-recipient agreement, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or shall 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 Sub-recipient agreement grant, loan or cooperative agreement, the undersigned shall complete and submit standard form Disclosure Form to Report Lobbying form in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards including sub-contracts, sub-grants and Sub-recipient agreements under grants, loans, and cooperative agreements and that all Sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon that 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 31 U.S.C § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Chief Elected Official, Mayor/County Judge

4/14/09
Date

EXHIBIT "B"

STATEMENT OF WORK
CITY OF PALMVIEW, TEXAS
POLICE DEPARTMENT

PALMVIEW POLICE DEPARTMENT – STATEMENT OF WORK

The Palmview Police Department will establish a unit consisting of 6 sworn police officers by enhancing the enforcement effort in the Rio Grande Valley Sector AOR strategy. We will focus our effort enhancing law enforcement preparedness and operational readiness by achieving a greater capability to prevent, protect against, and respond to border security issues. This officers will dedicate (8 hours per week x 52 weeks x 6 officers x 12 months of overtime hours) not to exceed the budget amount of $45,000) to be use only with the Stonegarden Operations for direct support of border security law enforcement enhancement project.

To purchase two (2) police specialty all terrain cars (i.e., Dodge or Crown Victoria etc.) that will be dedicated for emergency situation or planned events.

As an in-kind contribution the city of Palmview Police Department will equipped the vehicle with mobile data terminals, license plate readers, video and audio packages and radio interoperability communications capabilities. Our radio interoperability communications system is compliant with the Project 25 Digital Radio Standards – Common Air Interface (P25) and the 700/800 MHZ band/frequency as it relates to interoperability

A tire deflation device used to terminate or reduce the speed of any vehicle pursuit (i.e., monitor routes of egress leading from the border (Rio Grande River) to major highway transportation corridors in the (city of Palmview) leading from East on Showers Road to Inspiration Road, thus, deterring drug and human trafficking, especially the flow of illegal immigrants pursuits etc). The spike strip device is a triangular stick, usually three feet in length containing hollow spikes that get embedded in the tires of the pursued vehicle after it passes over the device. The embedded spikes cause a controlled deflation of the tires, which allows the spike strip driver to maintain control of the vehicle at a reduced speed. The "Stop Stick" will only be used in accordance with departmental policies and procedures.

EXHIBIT "C"

GRANT BUDGET
CITY OF PALMVIEW, TEXAS
POLICE DEPARTMENT

PALMVIEW POLICE DEPARTMENT – GRANT BUDGET

SUMMARY	AMOUNT
1. Operational Overtime	$ 45,000.00
2. New / Replacement Equipment	$ 45,000.00
Total:	$ 90,000.00

DETAIL

1. Operational Overtime

Name/Position	Computation	Cost
Officer 1 $55,000	Overtime hourly rate $39.66/hour	12 months
Officer 2 $44,000	Overtime hourly rate $31.73/hour	12 months
Officer 3 $41,000	Overtime hourly rate $29.57/hour	12 months
Officer 4 $36,000	Overtime hourly rate $25.97/hour	12 months
Officer 5 $35,507	Overtime hourly rate $24.17/hour	12 months
Officer 6 $31,990	Overtime hourly rate $23.07/hour	12 months

The Palmview Police Department will establish a unit consisting of 6 sworn police officers by enhancing the enforcement effort in the Rio Grande Valley Sector AOR strategy. We will focus our effort enhancing law enforcement preparedness and operational readiness by achieving a greater capability to prevent, protect against, and respond to border security issues. This officers will dedicate (8 hours per week x 52 weeks x 6 officers x 12 months of overtime hours) not to exceed the budget amount of $45,000) to be use only with the Stonegarden Operations for direct support of border security law enforcement enhancement project.

TOTAL $45,000

1. New/ Replacement Equipment

Purpose	Item	Computation	Cost
Police Specialty Car	2	$20,000	$40,000

To purchase two (2) police specialty all terrain cars (i.e., Dodge or Crown Victoria etc.) that will be dedicated for emergency situation or planned events.

As an in-kind contribution the city of Palmview Police Department will equipped the vehicle with mobile data terminals, license plate readers, video and audio packages and radio interoperability communications capabilities. Our radio interoperability communications system is compliant with the Project 25 Digital

Radio Standards – Common Air Interface (P25) and the 700/800 MHZ band/frequency as it relates to interoperability.

Purpose	Item	Computation	Cost
Spike Strips	2	$2,500	$5,000

A tire deflation device used to terminate or reduce the speed of any vehicle pursuit (i.e., monitor routes of egress leading from the border (Rio Grande River) to major highway transportation corridors in the (city of Palmview) leading from East on Showers Road to Inspiration Road, thus, deterring drug and human trafficking, especially the flow of illegal immigrants pursuits etc). The spike strip device is a triangular stick, usually three feet in length containing hollow spikes that get embedded in the tires of the pursued vehicle after it passes over the device. The embedded spikes cause a controlled deflation of the tires, which allows the spike strip driver to maintain control of the vehicle at a reduced speed. The "Stop Stick" will only be used in accordance with departmental policies and procedures.

TOTAL: $45,000.00

EXHIBIT "D"

COST REIMBURSEMENT REQUEST FORM
CITY OF PALMVIEW, TEXAS
POLICE DEPARTMENT

Cost Reimbursement Request
Instructions

1) The participating Police Department will submit a Cost Reimbursement Request due on or before the 15th of each month. Reimbursement Requests received after the deadline will not be processed until the following month.
    a. **Operational Overtime** – Enter the title and name of the officer participating in the Operation Stonegarden project along with hourly rate, overtime rate and total amount of fringes attributed to the overtime amount. (Only FICA, Workman's Compensation and Unemployment Compensation will be reimbursable.)
        (1) Submit copies of time sheets with all required signatures, copies of general ledger and / or payroll distributions reports & proof of payment(i.e. copies of checks) from the Police Department's or City's Financial Management System to support the amount of Operational Overtime being requested.
    b. **Travel and Per Diem** – Enter the title and name of the officer along with a brief description of the purpose of the travel and the amount incurred.
        (2) Submit copies of travel supporting documentation (i.e. purpose of travel, proof of attendance) with all appropriate and required signatures and proof of payment (i.e. copies of general ledger and copies of checks).
    c. **Vehicle / Equipment Maintenance** – Enter a brief description of the type of expenditure incurred, invoice number and amount. (list each invoice separately)
        (3) Submit copies of all invoices and proof of payment (i.e. copies of general ledger and copies of checks).
    d. **Mileage** – Enter the vehicle identification number (as identified by local police department) along with the number of miles and rate and the total dollar amount per vehicle.
        (4) Submit copies of mileage logs identifying mileage at beginning of trip and mileage at end of trip along with the total miles traveled supported by all appropriate and required signatures.
    e. **Fuel Cost** – Enter the vehicle identification number (as identified by the local police department along with the number of gallons and rate per gallon and the total amount per vehicle). Note: The same vehicle can be entered multiple times depending on the different rates used.
        (5) Submit copies of documentation supporting the amount of fuel consumption and rate with all appropriate and required signatures and / or copies of actual fuel costs along with proof of payment (i.e. copies of general ledger and copies of checks, if applicable).
    f. **National Guard Deployments Deployments** - Enter the names and dollar amounts attributed to support of border security activities.
    g. **Equipment** – Enter a brief description of the equipment purchased along with the invoice number and amount. (List all invoices separately).
        (6) Submit copies of all invoices and proof of payment (i.e. copies of general ledger and copies of checks).
    h. Total for all categories arriving to the total amount of the Cost Reimbursement Request.

Cost Reimbursement Request
Instructions

i. Enter the Police Department's name.
j. Enter additional information pertaining to the Cost Reimbursement Request being submitted.
k. Point -of- Contact - Complete the Point of Contact and Certification Authority information.

2) Reimbursement packages can be mailed or submitted in person to:

Hidalgo County Auditor's Office
2808 S. Business Highway 281
Edinburg, Texas 78539-6243

3) Electronic copies of supporting documentation will also be accepted; however, the Cost Reimbursement Request must be an original signed with blue ink.
4) If the Cost Reimbursement Request is not legible, contains incomplete information, or lacks required signatures and / or supporting documentation, it will be returned unpaid.
5) The Police Department / City must submit a corrected Cost Reimbursement Requests and / or pending documentation no later than following month's deadline.
6) For any budget category expenditure being submitted for reimbursement, a copy of the Police Department's / City's written policies on overtime, travel and per diem, mileage and procurement procedures should be submitted with the first Cost Reimbursement Requests.
7) Hidalgo County reserves the right to request additional information and documentation on expenditures and procedures to verify whether a cost is allowable and to satisfy audit requirements.
8) The Police Department / City must have all expenses / equipment ordered by March 1, 2011. The last day for submission of any Cost Reimbursement Requests is April 30, 2011.

HIDALGO COUNTY
Operation Stonegarden FY 08
(Name of Police Dept)
Cost Reimbursement Request

I. Operational Overtime

	Job Title/Name	Salary Rate at 100%	Hours of overtime	Overtime Rate	Total Overtime Charged	Total Fringe Benefit	$ Requested
1	Deputy/ Joe Bob	$100.00	10	$150.00	$1,500.00	$150.00	$1,650.00
2		$0.00	0	$0.00	$0.00	$0.00	$0.00
3		$0.00	0	$0.00	$0.00	$0.00	$0.00
4		$0.00	0	$0.00	$0.00	$0.00	$0.00
5		$0.00	0	$0.00	$0.00	$0.00	$0.00
6		$0.00	0	$0.00	$0.00	$0.00	$0.00
7		$0.00	0	$0.00	$0.00	$0.00	$0.00
8		$0.00	0	$0.00	$0.00	$0.00	$0.00
9		$0.00	0	$0.00	$0.00	$0.00	$0.00
10		$0.00	0	$0.00	$0.00	$0.00	$0.00
	TOTAL SALARIES						**$1,650.00**

II. Travel and Per Diem

	Job Title/Name	Total Travel Cost and event		
1	Deputy/ Joe Bob	100.00 to assiting County XX	$100.00	
2			$0.00	
3			$0.00	
4			$0.00	
5			$0.00	
6			$0.00	
7			$0.00	
8			$0.00	
9			$0.00	
10			$0.00	
	TOTAL TRAVEL			**$100.00**

III Vehicle/Equipment Maintenace

1	ABCDEFG	$25.00	
2		$0.00	
3		$0.00	
4		$0.00	
5		$0.00	
6		$0.00	
7		$0.00	
8		$0.00	
9		$0.00	
10		$0.00	
	TOTAL VEHICLE MAINTENACE		**$25.00**

IV Mileage

Vehicle number plus number of miles @ what rate

1	ABC 123	55 miles @ .20	$11.00	
2			$0.00	
3			$0.00	
4			$0.00	
5			$0.00	
6			$0.00	
7			$0.00	
8			$0.00	
9			$0.00	
10			$0.00	
	TOTAL MILEAGE			**$11.00**

HIDALGO COUNTY
Operation Stonegarden FY 08
(Name of Police Dept)
Cost Reimbursement Request

V Fuel Cost

Vehicle Number, amount of fuel @ what rate

1	ABC 123	50 gal @ 1.49	$74.50
2			$0.00
3			$0.00
4			$0.00
5			$0.00
6			$0.00
7			$0.00
8			$0.00
9			$0.00
10			$0.00
	TOTAL FUEL COST		**$74.50**

VI National Guard deploymants in support of boder security activities (Not including Operation Jump Start)

1		$0.00
2		$0.00
3		$0.00
4		$0.00
5		$0.00
6		$0.00
7		$0.00
8		$0.00
9		$0.00
10		$0.00
	TOTAL National Guard deploymants in support of boder security activities	**$0.00**

VII Equipment

Item Description

1		$0.00
2		$0.00
3		$0.00
4		$0.00
5		$0.00
6		$0.00
7		$0.00
8		$0.00
9		$0.00
10		$0.00
	TOTAL EQUIPMENT	**$0.00**

TOTAL Operational Overtime	**$1,650.00**
TOTAL Travel and Per Diem	**$100.00**
TOTAL Vehicle/Equipment maintenace	**$25.00**
TOTAL Mileage	**$11.00**
TOTAL Fuel Cost	**$74.50**
TOTAL Natioanl Guard deployments	**$0.00**
TOTAL Equipement	**$0.00**

REIMBURSEMENT REQUEST TOTAL ***$1,860.50***

EXHIBIT "E"

ACTIVITY LOG
CITY OF PALMVIEW, TEXAS
POLICE DEPARTMENT

OPERATION STONEGARDEN 2008 DAILY ACTIVITY REPORT

Authorizing Officer: Signature: Date:

SLT Agency	Patrol Sector	Location of Operation	Shift

Name of Officer	Overtime Hours	Overtime Rate	Total $ Expended
Total	0.00		$0.00

FUEL

Vehicle Number	Mileage Start	Mileage End	Total Miles	Gallons	$

Vehicle Stops		IA turned Over to BP	
Citations Issued		Narcotics Seizures	
Misdemeanor Arrests		Type and Weight	
Felony Arrests		Intel Events (# of 392s)	
Stolen Vehicles		Cases	
Pursuits		Non-drug Seizures	

Mileage Reimbursal

Total Miles	Rate	$ Total
Total		$0.00

Maintenance Costs

Description	$ Amount
Total	$0.00

Equipment Purchased

Description	Cost
Total	$0.00

Other Authorized Expenses

Type	Description	Cost
	Total	$0.00

Narrative:

Use this space to provide descriptive information for any of the sections above and to provide any other information gathered during your shift which you feel may be useful.

Fax completed report to: Fax Number:

SAA / Division of Emergency Managment
Cost Reimbursement Request

Applicant name:	PALMVIEW POLICE DEPARMENT

Project Title:	2008 Stonegarden
Type of Reimbursement	
Date Submitted	14-Apr-09
Reimbursement Period Start date:	Sep-08
Reimbursement Period End date:	14-Apr
Grant Year	**2008**

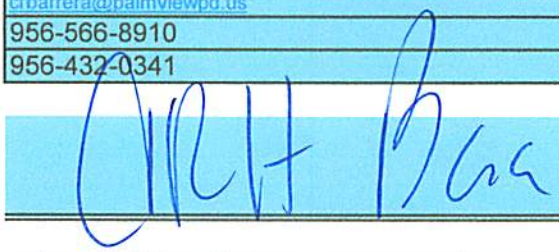
Point of Contact:

Name	LENNY SANCHEZ
Title	LIEUTENANT
Organization	PALMVIEW POLICE DEPARTMENT
Email	lsanchez@palmviewpd.us
Telephone	956-227-1620
Fax	956-432-0341

Certification Authority:

Name	CHRISTOPHER R. BARRERA
Title	CHIEF OF POLICE
Organization	PALMVIEW POLICE DEPARTMENT
Email	crbarrera@palmviewpd.us
Telephone	956-566-8910
Fax	956-432-0341

Certification AuthoritySignature



By signing this document you are acknowledging that you are aware that you may be audited by TX DPS and or DHS/FEMA to verify that this request is valid. Failure to provide correct information could result in the disallowance and subsequent repayment of the entire amount requested.

Instructions

Step 1 - Complete the Point of Contact and Certification Authority Information. Enter requested reimbursement information by
Step 2 - Submit the reimbursement package of forms and supporting documentation (for example, invoices) to the person in
Step 3 - Print and sign, then fax or mail a copy of the reimbursement package to the SAA attention Brandy Prinz. The Fax
Step 4 - When the signed copy of the reimbursement package has been received by GDEM/SAA the electronic transfer of funds

Definitions

Certification Signature: Signature of an individual who has the authority to sign legal documents for the jurisdiction.
Substantiating Documentation: could consist of payroll records, time sheets, travel records, and procurement documentation.
Records Retention Schedule
Documentation substantiating this request must be kept until the end of the grant period plus three years.

HIDALGO COUNTY
Operation Stone Garden FY08
PALMVIEW POLICE DEPARTMENT
Cost Reimbursement Request

I. Operational Overtime

	Job Title/Name	Salary Rate at 100%	Hours of overtime	Overtime Rate	Total Overtime Charged	Total Fringe Benefit	$ Requested
1		$100.00		$150.00	$0.00		$0.00
2		$0.00	0	$0.00	$0.00	$0.00	$0.00
3		$0.00	0	$0.00	$0.00	$0.00	$0.00
4		$0.00	0	$0.00	$0.00	$0.00	$0.00
5		$0.00	0	$0.00	$0.00	$0.00	$0.00
6		$0.00	0	$0.00	$0.00	$0.00	$0.00
7		$0.00	0	$0.00	$0.00	$0.00	$0.00
8		$0.00	0	$0.00	$0.00	$0.00	$0.00
9		$0.00	0	$0.00	$0.00	$0.00	$0.00
10		$0.00	0	$0.00	$0.00	$0.00	$0.00
	TOTAL SALARIES						**$0.00**

II. Travel and Per Diem

	Job Title/Name	Total Travel Cost and event	
1			$0.00
2			$0.00
3			$0.00
4			$0.00
5			$0.00
6			$0.00
7			$0.00
8			$0.00
9			$0.00
10			$0.00
	TOTAL TRAVEL		**$0.00**

III Vehicle/Equipment Maintenace

1		$0.00
2		$0.00
3		$0.00
4		$0.00
5		$0.00
6		$0.00
7		$0.00
8		$0.00
9		$0.00
10		$0.00
	TOTAL VEHICLE MAINTENACE	**$0.00**

IV Mileage

Vehicle number plus number of miles @ what rate

1			$0.00
2			$0.00
3			$0.00
4			$0.00
5			$0.00
6			$0.00
7			$0.00
8			$0.00
9			$0.00
10			$0.00
	TOTAL MILEAGE		**$0.00**

HIDALGO COUNTY
Operation Stone Garden FY08
PALMVIEW POLICE DEPARTMENT
Cost Reimbursement Request

V Fuel Cost

Vehicle Number, amount of fuel @ what rate

1			$0.00
2			$0.00
3			$0.00
4			$0.00
5			$0.00
6			$0.00
7			$0.00
8			$0.00
9			$0.00
10			$0.00

TOTAL FUEL COST **$0.00**

VI National Guard deploymants in support of boder security activities (Not including Operation Jump Start)

1		$0.00
2		$0.00
3		$0.00
4		$0.00
5		$0.00
6		$0.00
7		$0.00
8		$0.00
9		$0.00
10		$0.00

TOTAL National Guard deploymants in support of boder security activities **$0.00**

VII Equipment

Item Description

1	*2009 CROWN VICTORIA VIN# 2FAHP71V99X112981*	$20,000.00
2	*2009 CROWN VICTORIA VIN# 2FAHP71V09X112982*	$20,000.00
3		$0.00
4		$0.00
5		$0.00
6		$0.00
7		$0.00
8		$0.00
9		$0.00
10		$0.00

TOTAL EQUIPMENT **$40,000.00**

TOTAL Operational Overtime	**$0.00**
TOTAL Travel and Per Diem	**$0.00**
TOTAL Vehicle/Equipment maintenace	**$0.00**
TOTAL Mileage	**$0.00**
TOTAL Fuel Cost	**$0.00**
TOTAL Natioanl Guard deployments	**$0.00**
TOTAL Equipement	**$40,000.00**

REIMBURSEMENT REQUEST TOTAL ***$40,000.00***

CITY OF PALMVIEW
FORFEITURES ACCOUNT

1642

ACCOUNT NO.		VENDOR			CHECK NO.
VOUCHER	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN

FORD MOTOR CREDIT COMPANY

ACCOUNT# 5546504

3 2009 CROWN VICTORIAS, AND 1 2009 CHEVY IMPALA

TOTAL AMOUNT: $30933.18

CHECK TOTAL

1642

CITY OF PALMVIEW
FORFEITURES ACCOUNT
403 W. VETERANS BLVD.
MISSION, TX 78572-9811

FIRST NATIONAL BANK
88-2141-1149

CHECK NO.	CHECK DATE	VENDOR NO.
	12-15-08	

PAY

THIRTY THOUSAND NINE HUNDRED THIRTY-THREE DOLLARS & 18/100 CHECK AMOUNT

$30933.18

TO THE ORDER OF FORD MOTOR CREDIT COMPANY

CITY OF PALMVIEW

⑈001642⑈ ⑆114921415⑆ ⑈0154005546⑈

CITY OF PALMVIEW
FORFEITURES ACCOUNT

1693

ACCOUNT NO.		VENDOR	FORD MOTOR CREDIT DEPT		CHECK NO.
VOUCHER	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
			PATROL UNIT PAYMENT		
	Check Issue Date:	4/ 7/2009			
				CHECK TOTAL	

CITY OF PALMVIEW
FORFEITURES ACCOUNT
403 W. VETERANS BLVD.
MISSION, TX 78572-9811

FIRST NATIONAL BANK
88-2141-1149

1693

CHECK NO.	CHECK DATE	VENDOR NO.
1693	04/07/2009	

PAY The Sum 21812 Dollars and 56 Cents

CHECK AMOUNT
$ 21,812.56

TO THE ORDER OF
FORD MOTOR CREDIT DEPT
P.O. BOX 67000
DETROIT MI 48267-0434

CITY OF PALMVIEW

Details on back. Security Features Included

⑈001693⑈ ⑆114921415⑆ ⑈0154005541⑈

INVOICE	
December 10, 2008	
LESSEE:	City of Palmview Police Department 400 West Veterans Blvd. Palmview, TX 78572
REMIT PAYMENT TO:	FORD MOTOR CREDIT COMPANY MUNICIPAL FINANCE P. O. BOX 1739 - MD 7500 DEARBORN, MI 48121-1739

PLEASE RETURN A COPY OF THIS INVOICE WITH YOUR PAYMENT

ACCOUNT NUMBER	FIRST PAYMENT DUE DATE	DESCRIPTION	PAYMENT AMOUNT
5546504	12/11/2008	(3) 2009 Ford Crown Victorias, 2FAHP71V99X112981, 2FAHP71V09X112982, 2FAHP71V29X112983 (1) 2009 Chevrolet Impala, 2G1WB57K891124858	$30,933.18
		PLEASE REMIT:	$30,933.18

If you have any questions regarding this invoice, please call Maria Acevedo **(800-241-4199, Ext. 21)**.

AI-15054 **18.A.**

License Agreement

CC REGULAR

Date:	04/21/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for County Judge to execute License Agreement for Pct.2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1202-431-00-122-006-0-711

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

BUDGETARY IMPACT:

Available balance is $309,972.00 as of 4/16/09.

Attachments

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/15/2009 04:12 PM	APRV
2	Dale Kennan	Dale Kennan	04/16/2009 08:25 AM	APRV
3	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Sandra Garcia Started On: 04/15/2009 03:33 PM

Final Approval Date: 04/17/2009

AI-15054 **18.A.**

License Agreement

CC REGULAR

Date:	04/21/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for County Judge to execute License Agreement for Pct.2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1202-431-00-122-006-0-711

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

BUDGETARY IMPACT:

Available balance is $309,972.00 as of 4/16/09.

Attachments

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/15/2009 04:12 PM	APRV
2	Dale Kennan	Dale Kennan	04/16/2009 08:25 AM	APRV
3	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Sandra Garcia Started On: 04/15/2009 03:33 PM

Final Approval Date: 04/17/2009

AI-14813 **19.A.**

District Clerk Comp-Time Approval Request

CC REGULAR

Date:	04/21/2009
Submitted By:	Ricardo Contreras, DISTRICT CLERK
Submitted For:	Laura Hinojosa
Department:	DISTRICT CLERK
Agenda Category:	District Clerk

Information

CAPTION

Approval of Comp-Time accrual for District Clerk's staff. Comp-time will be accumulated to provide passport services to constituents. Passport clinics will be held on Saturdays commencing April 18th through June 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-00-090-001-0-XXX

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

BUDGETARY IMPACT:

Request to accumulate comp-time only. Not a request for payout. rc

Attachments

Link: Passport Info.

Link: Estimated Total Comp Time memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/14/2009 12:52 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/14/2009 02:07 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/17/2009 12:36 PM	APRV
4	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Ricardo Contreras — Started On: 03/31/2009 12:58 PM

Final Approval Date: 04/17/2009

Laura Hinojosa
Hidalgo County
District Clerk

March 31, 2009

The Honorable JD Salinas
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78540

Dear Judge Salinas:

I have attached a copy of our proposed Passport Clinics scheduled every other Saturday effective April 18th through June 13, 2009, from 9am to 3pm, on the first floor of the county courthouse.

My office has decided to proceed with the series of passport clinics as our first, held this past weekend, proved to be extremely successful. We are excited to be able to offer this service to working families in our community and hope that you will support us in our efforts.

Thank you for your attention to this matter. If you have any questions or require additional information, please contact our office at 956.343.2633, ext. 6239.

Sincerely,

Laura Hinojosa
Hidalgo County District Clerk

Attachment

cc: The Honorable Sylvia S. Handy
Commissioner Precinct 1

The Honorable Hector 'Tito' Palacios
Commissioner Precinct 2

The Honorable Joe M. Flores
Commissioner Precinct 3

The Honorable Oscar L. Garza
Commissioner Precinct 4

The Honorable Arturo Guajardo, Jr.
Hidalgo County Clerk

The Honorable Gudalupe "Lupe" Treviño
Sheriff, Hidalgo County

Mr. Daniel Flores
Buildings & Grounds

Post Office Box 87
Edinburg, Texas 78540
Telephone (956) 318-2200
Fax (956) 318-2251
districtclerk@co.hidalgo.tx.us

Saturday Passport Clinics

Daily Schedule for Shared Calendar - Saturday, April 18, 2009

Time	R	Event	Status	Location	Codes	Notes
9:00 AM - 3:00 PM		District Clerk Passport Clinic	Approved	1st floor, county courthouse	PASS - Passport	

Daily Schedule for Shared Calendar - Saturday, May 02, 2009

Time	R	Event	Status	Location	Codes	Notes
9:00 AM - 3:00 PM		District Clerk Passport Clinic	Approved	1st floor, county courthouse	PASS - Passport	

Daily Schedule for Shared Calendar - Saturday, May 16, 2009

Time	R	Event	Status	Location	Codes	Notes
9:00 AM - 3:00 PM		District Clerk Passport Clinic	Approved	1st floor, county courthouse	PASS - Passport	

Daily Schedule for Shared Calendar - Saturday, May 30, 2009

Time	R	Event	Status	Location	Codes	Notes
9:00 AM - 3:00 PM		District Clerk Passport Clinic	Approved	1st floor, county courthouse	PASS - Passport	

Daily Schedule for Shared Calendar - Saturday, June 13, 2009

Time	R	Event	Status	Location	Codes	Notes
9:00 AM - 3:00 PM		District Clerk Passport Clinic	Approved	1st floor, county courthouse	PASS - Passport	

Laura Hinojosa
Hidalgo County
District Clerk

Memorandum

To: Rosalinda Cantu
From: Ricardo Contreras
Date: April 16, 2009
Re: Comp-time Request

Staff scheduling for the district clerk Saturday passport clinics is done on a voluntary basis, which makes estimating total comp-time difficult. Nonetheless, the district clerk office anticipates anywhere from fifteen (15) to twenty (20) staff volunteers participating in the clinics, on a rotation cycle. The following table summarizes the staff and time needed for the clinics:

No. of Staff	Total No. of Clinics	Hours/clinic	Total estimated comp-time
20	**5**	**6**	**600**

I appreciate your attention to this matter. If you have any questions or require additional information please contact our office at 956.318.2200, ext. 6239.

Post Office Box 87
Edinburg, Texas 78540
Telephone (956) 318-2200
Fax (956) 318-2251
districtclerk@co.hidalgo.tx.us

AI-15009 **20.A.**

Driveway Permit - Ramon Leal Subdivision Pct. No. 3

CC REGULAR

Date:	04/21/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Colonia Access Program **Purchasing only:** CAP

Information

CAPTION

Discussion and approval to execute "Application for Driveway Permit" which is required from TXDOT for Colonia Access Program Project Ramon Leal Subdivision to reconstruct road accessing into FM 681.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1312-431-00-123-591-0-XXX

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

BUDGETARY IMPACT:

For signatory purpose only. No Fiscal Impact to County. County Judge will sign.

Attachments

Link: Driveway Permit - Ramon Leal Subdivison Pct. No. 3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/15/2009 08:36 AM	APRV
2	Perla Lopez	Perla Lopez	04/15/2009 02:58 PM	APRV
3	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Marcie Jackson Started On: 04/14/2009 11:30 AM

Final Approval Date: 04/17/2009

Texas Department of Transportation

Form 1058
(Rev. 9/2004)
(GSD-EPC)
Page 1 of 2

Permit to Construct Access Driveway Facilities on Highway Right of Way

[redacted]

To: County of Hidago (Name) Hwy. FM 681 Permit No. _____

100 N. Closner Blvd. (Address) Control _____ Section _____

Edinburg, TX 78539 (City, State, Zip) 956-787-1891 (Phone No.)

The Texas Department of Transportation, hereinafter called the State, hereby authorizes Hidalgo County, hereinafter called the Permittee, to ☐ construct / ☒ reconstruct a residential street (residential, convenience store, retail mall, farm, etc.) access driveway on the highway right of way abutting highway number FM 2894 in Hidalgo County, located at Leal Street on the North side of FM 681 approx. 1,170 feet west of the centerline of FM 107 (south).

Subject to the following:

1. The Permittee is responsible for all costs associated with the construction of this access driveway.
2. Design of facilities shall be as follows and/or as shown on sketch and is subject to conditions stated below:
   Standard TxDOT street turnout. Refer to attached map for graphic location. (Ramon Leal Subdivision)

   All construction and materials shall be subject to inspection and approved by the State.
3. Maintenance of facilities constructed hereunder shall be the responsibility of the Permittee, and the State reserves the right to require any changes, maintenance or repairs as may be necessary to provide protection of life or property on or adjacent to the highway. Changes in design will be made only with approval of the State.
4. The Permittee shall hold harmless the State and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason of the exercise of this permit.
5. Except for regulatory and guide signs at county roads and city streets, the Permittee shall not erect any sign on or extending over any portion of the highway right of way, and vehicle service fixtures such as fuel pumps, vendor stands, or tanks shall be located at least 12 feet from the right of way line to ensure that any vehicle services from these fixtures will be off the highway right of way.
6. The State reserves the right to require a new access driveway permit in the event of a land use change or change in driveway traffic volume or vehicle types.
7. This permit will become null and void if the above-referenced driveway facilities are not constructed within six (6) months from the issuance date of this permit.
8. The Permittee will contact the State's representative _____ telephone, (____) _____, at least twenty-four (24) hours prior to beginning the work authorized by this permit.

Texas Department of Transportation

_____ Date of Issuance

_____ Authorized Representative

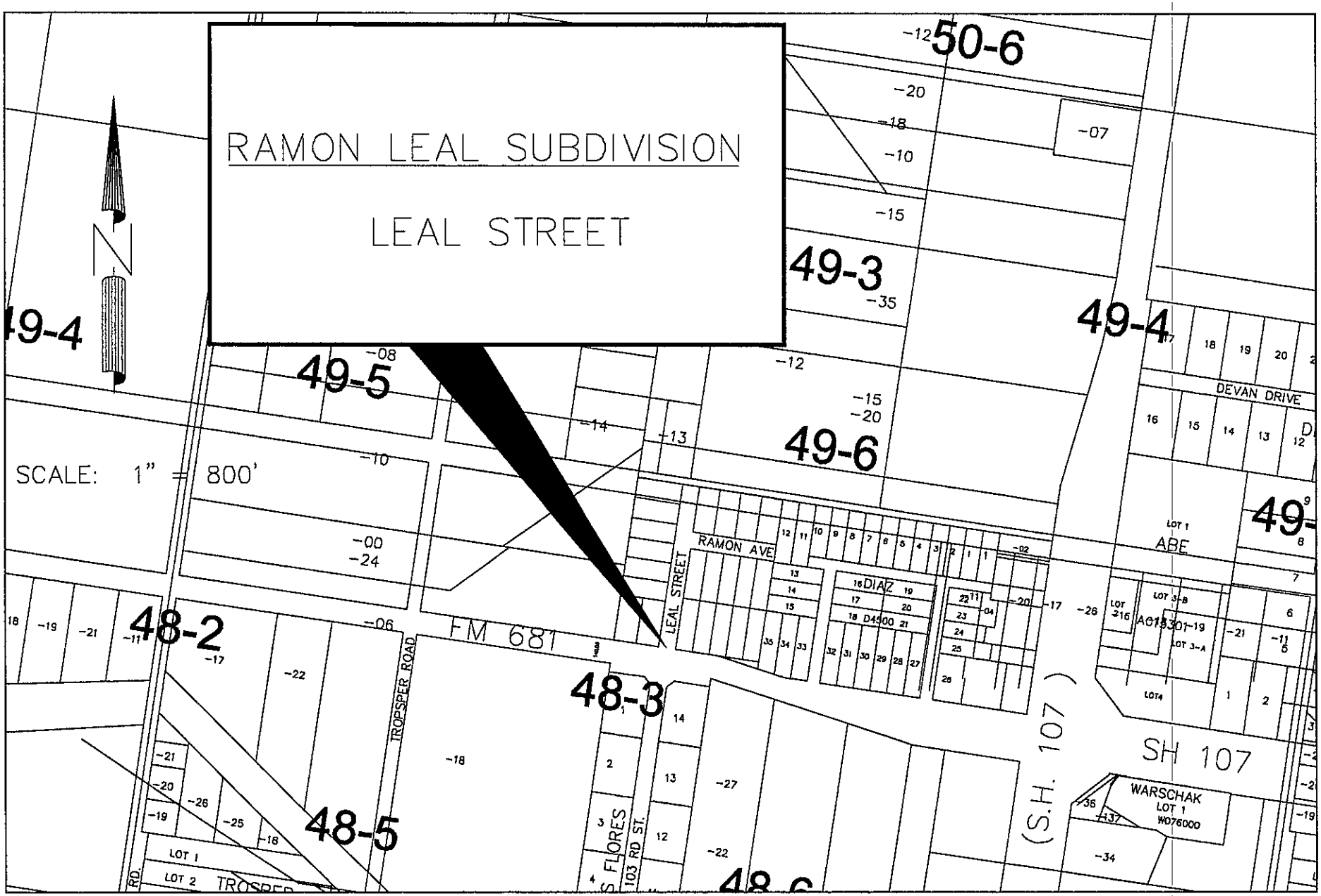
The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction of an access driveway on the highway right of way.

Date: March 23, 2009 Signed: _____ (Property owner or owner's representative)

Access Driveway Regulations

The Texas Transportation Commission, in recognition of its responsibility for the safety and utility of public highways under its jurisdiction, has directed the department to adopt access driveway standards to accomplish a coordinated development between highways and abutting property. For this purpose, the booklet entitled "Regulations for Access Driveways to State Highways", was published and adopted, setting out departmental policies to regulate construction and maintenance of access driveway facilities.

Sketch of Installation



.../1-2-3 RAMON LEAL - TitleBASE_1 3/25/2009 4:47:58 PM

AI-15018 **20.B.**

Driveway Permit - Los Encinos #1 Subdivision Pct. No. 2

CC REGULAR

Date:	04/21/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Colonia Access Program **Purchasing only:** CAP

Information

CAPTION

Discussion and approval to execute "Application for Driveway Permit" which is required from TXDOT for Colonia Access Program Project Los Encinos #1 Subdivision to reconstruct road accessing into FM 907.

BACKGROUND

At Oak Avenue on West side of FM907.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-122-890-0-XXX

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

BUDGETARY IMPACT:

No Fiscal Impact to County. County Judge will sign.

Attachments

Link: Driveway Permit - Los Encinos #1 Subd. Pct. No.2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/15/2009 08:38 AM	APRV
2	Roland Garcia	Rolando Garcia	04/16/2009 01:37 PM	APRV
3	Auditor's Office		04/17/2009 05:08 PM	NEW
Form Started By: Marcie Jackson			Started On: 04/14/2009 04:10 PM	
Final Approval Date: 04/17/2009				

Texas Department of Transportation

Form 1058
(Rev. 9/2004)
(GSD-EPC)
Page 1 of 2

Permit to Construct Access Driveway Facilities on Highway Right of Way

[redacted]

To: County of Hidago (Name) Hwy. FM 907 Permit No. _____

100 N. Closner Blvd. (Address) Control _____ Section _____

Edinburg, TX 78539 (City, State, Zip) 956-787-1891 (Phone No.)

The Texas Department of Transportation, hereinafter called the State, hereby authorizes Hidalgo County, hereinafter called the Permittee, to ☐ construct / ☒ reconstruct a residential street (residential, convenience store, retail mall, farm, etc.) access driveway on the highway right of way abutting highway number FM 907 in Hidalgo County, located at Oak Avenue on the West side of FM 907 approximately 575 feet north of the centerline of FM 495.

Subject to the following:

1. The Permittee is responsible for all costs associated with the construction of this access driveway.
2. Design of facilities shall be as follows and/or as shown on sketch and is subject to conditions stated below:
   Standard TxDOT street turnout. Refer to attached map for graphic location. (Los Encinos 1 Subdivision)

   All construction and materials shall be subject to inspection and approved by the State.
3. Maintenance of facilities constructed hereunder shall be the responsibility of the Permittee, and the State reserves the right to require any changes, maintenance or repairs as may be necessary to provide protection of life or property on or adjacent to the highway. Changes in design will be made only with approval of the State.
4. The Permittee shall hold harmless the State and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason of the exercise of this permit.
5. Except for regulatory and guide signs at county roads and city streets, the Permittee shall not erect any sign on or extending over any portion of the highway right of way, and vehicle service fixtures such as fuel pumps, vendor stands, or tanks shall be located at least 12 feet from the right of way line to ensure that any vehicle services from these fixtures will be off the highway right of way.
6. The State reserves the right to require a new access driveway permit in the event of a land use change or change in driveway traffic volume or vehicle types.
7. This permit will become null and void if the above-referenced driveway facilities are not constructed within six (6) months from the issuance date of this permit.
8. The Permittee will contact the State's representative _____ telephone, (____) _____, at least twenty-four (24) hours prior to beginning the work authorized by this permit.

Texas Department of Transportation

_____ Date of Issuance

_____ Authorized Representative

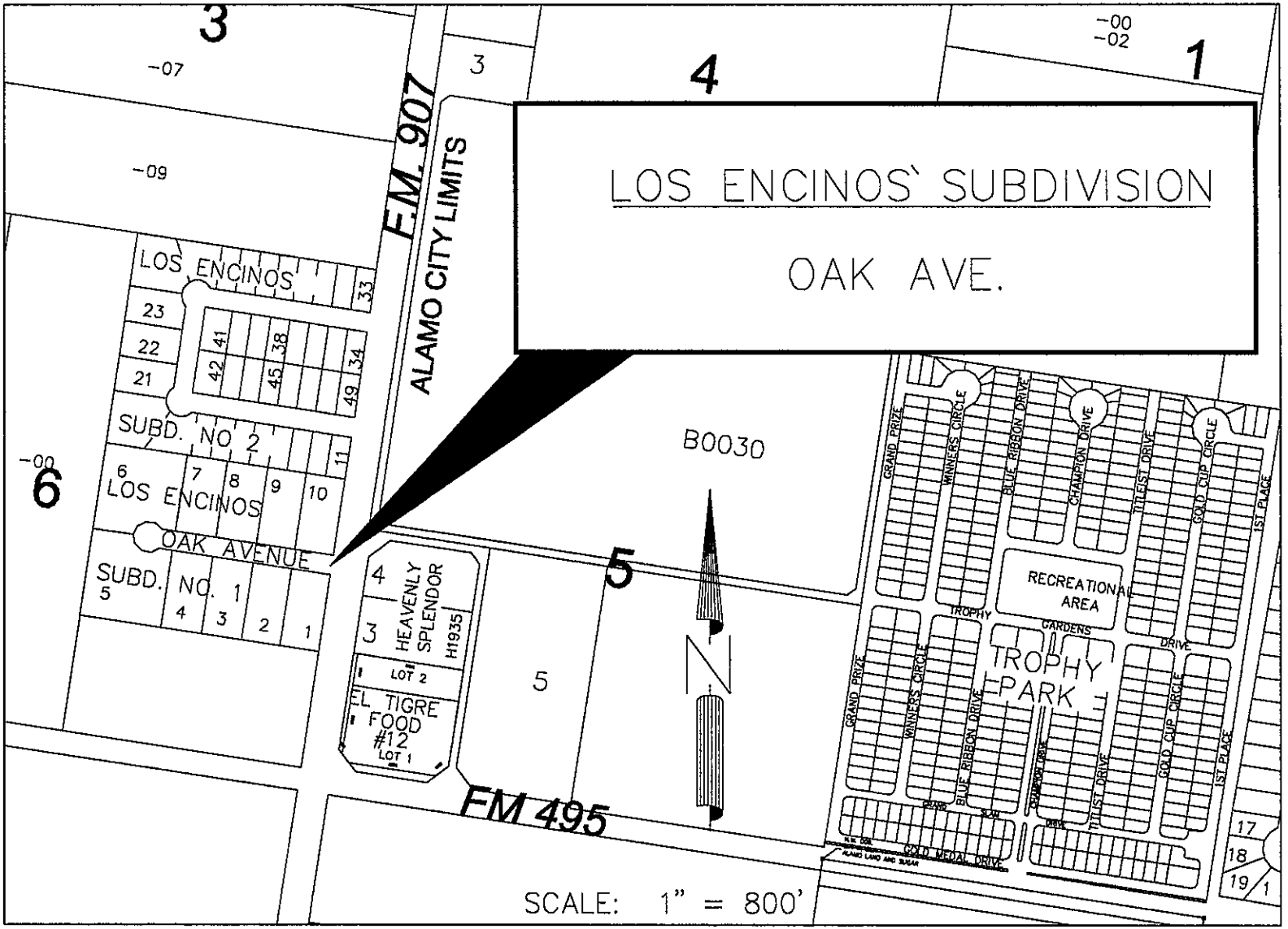
The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction of an access driveway on the highway right of way.

Date: March 23, 2009 Signed: _____ (Property owner or owner's representative)

Access Driveway Regulations

The Texas Transportation Commission, in recognition of its responsibility for the safety and utility of public highways under its jurisdiction, has directed the department to adopt access driveway standards to accomplish a coordinated development between highways and abutting property. For this purpose, the booklet entitled "Regulations for Access Driveways to State Highways", was published and adopted, setting out departmental policies to regulate construction and maintenance of access driveway facilities.

Sketch of Installation



.../1-2-3 LOS ENCINOS TitleBASE_1- 3/25/2009 5:11:23 PM

AI-15012 **20.C.**

Driveway Permit - Los Encinos #2 North Street Subdivison Pct. No. 2

CC REGULAR

Date:	04/21/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Colonia Access Program **Purchasing only:** CAP

Information

CAPTION

Discussion and approval to execute "Application for Driveway Permit" which is required from TXDOT for Colonia Access Program Project Los Encinos #2 Subdivision (North Street) to reconstruct road accessing into FM 907.

BACKGROUND

At Over the Hill St. on West side of FM907.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-122-891-0-XXX

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

BUDGETARY IMPACT:

No Fiscal Impact to County. County Judge will sign.

Attachments

Link: Driveway Permit - Los Encinso #2 North Street Subdivision Pct. No. 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/15/2009 08:37 AM	APRV
2	Roland Garcia	Rolando Garcia	04/16/2009 01:31 PM	APRV
3	Auditor's Office		04/17/2009 05:08 PM	NEW
Form Started By: Marcie Jackson			Started On: 04/14/2009 12:01 PM	
Final Approval Date: 04/17/2009				

Texas Department of Transportation

Form 1058
(Rev. 9/2004)
(GSD-EPC)
Page 1 of 2

Permit to Construct Access Driveway Facilities on Highway Right of Way

[redacted]

To: County of Hidago (Name) Hwy. FM 907 Permit No. _____

100 N. Closner Blvd. (Address) Control _____ Section _____

Edinburg, TX 78539 (City, State, Zip) 956-787-1891 (Phone No.)

The Texas Department of Transportation, hereinafter called the State, hereby authorizes Hidalgo County, hereinafter called the Permittee, to ☐ construct / ☒ reconstruct a residential street (residential, convenience store, retail mall, farm, etc.) access driveway on the highway right of way abutting highway number FM 907 in Hidalgo County, located at Over The Hill St. on the West side of FM 907 approx. 1,215 feet north of the centerline of FM 495.

Subject to the following:

1. The Permittee is responsible for all costs associated with the construction of this access driveway.
2. Design of facilities shall be as follows and/or as shown on sketch and is subject to conditions stated below:
   Standard TxDOT street turnout. Refer to attached map for graphic location. (Los Encinos 2 Subd North Street)

   All construction and materials shall be subject to inspection and approved by the State.
3. Maintenance of facilities constructed hereunder shall be the responsibility of the Permittee, and the State reserves the right to require any changes, maintenance or repairs as may be necessary to provide protection of life or property on or adjacent to the highway. Changes in design will be made only with approval of the State.
4. The Permittee shall hold harmless the State and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason of the exercise of this permit.
5. Except for regulatory and guide signs at county roads and city streets, the Permittee shall not erect any sign on or extending over any portion of the highway right of way, and vehicle service fixtures such as fuel pumps, vendor stands, or tanks shall be located at least 12 feet from the right of way line to ensure that any vehicle services from these fixtures will be off the highway right of way.
6. The State reserves the right to require a new access driveway permit in the event of a land use change or change in driveway traffic volume or vehicle types.
7. This permit will become null and void if the above-referenced driveway facilities are not constructed within six (6) months from the issuance date of this permit.
8. The Permittee will contact the State's representative _____ telephone, (____) _____, at least twenty-four (24) hours prior to beginning the work authorized by this permit.

Texas Department of Transportation

_____ Date of Issuance

_____ Authorized Representative

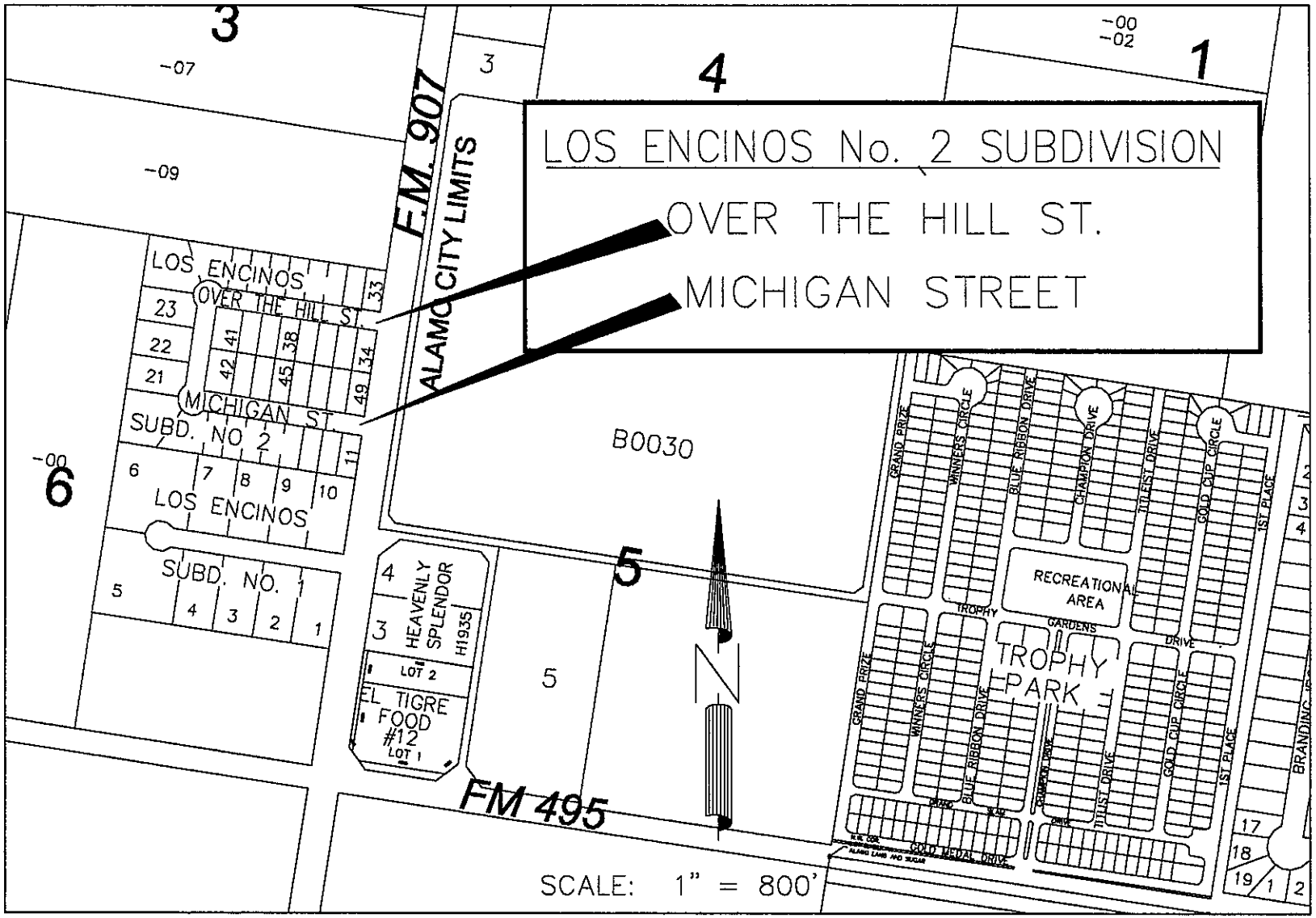
The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction of an access driveway on the highway right of way.

Date: March 23, 2009 Signed: _____ (Property owner or owner's representative)

Access Driveway Regulations

The Texas Transportation Commission, in recognition of its responsibility for the safety and utility of public highways under its jurisdiction, has directed the department to adopt access driveway standards to accomplish a coordinated development between highways and abutting property. For this purpose, the booklet entitled "Regulations for Access Driveways to State Highways", was published and adopted, setting out departmental policies to regulate construction and maintenance of access driveway facilities.

Sketch of Installation



.../1-2-3 LOS ENCINOS TitleBASE_1- 3/25/2009 5:52:17 PM

AI-15011 **20.D.**

Driveway Permit - Los Encinos 2 South Street Subdivision Pct. No. 2

CC REGULAR

Date:	04/21/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Colonia Access Program **Purchasing only:** CAP

Information

CAPTION

Discussion and approval to execute "Application for Driveway Permit" which is required from TXDOT for Colonia Access Program Project Los Encinos #2 Subdivision (South Street) to reconstruct road accessing into FM 907.

BACKGROUND

At Michigan St. on West side of FM 907.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact to County. County Judge will sign.

Attachments

Link: Driveway Permit - Los Encinos #2 South Street Subdivision Pct. No. 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/15/2009 08:37 AM	APRV
2	Roland Garcia	Rolando Garcia	04/16/2009 01:13 PM	APRV
3	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Marcie Jackson Started On: 04/14/2009 11:48 AM

Final Approval Date: 04/17/2009

Texas Department of Transportation

Form 1058
(Rev. 9/2004)
(GSD-EPC)
Page 1 of 2

Permit to Construct Access Driveway Facilities on Highway Right of Way

[redacted]

To: County of Hidago (Name) Hwy. FM 907 Permit No. _____

100 N. Closner Blvd. (Address) Control _____ Section _____

Edinburg, TX 78539 (City, State, Zip) 956-787-1891 (Phone No.)

The Texas Department of Transportation, hereinafter called the State, hereby authorizes Hidalgo County, hereinafter called the Permittee, to ☐ construct / ☒ reconstruct a residential street (residential, convenience store, retail mall, farm, etc.) access driveway on the highway right of way abutting highway number FM 907 in Hidalgo County, located at Michigan St. on the West side of FM 907 approximately 940 feet north of the centerline of FM 495.

Subject to the following:

1. The Permittee is responsible for all costs associated with the construction of this access driveway.
2. Design of facilities shall be as follows and/or as shown on sketch and is subject to conditions stated below:
   Standard TxDOT street turnout. Refer to attached map for graphic location. (Los Encinos 2 South Street)

   All construction and materials shall be subject to inspection and approved by the State.
3. Maintenance of facilities constructed hereunder shall be the responsibility of the Permittee, and the State reserves the right to require any changes, maintenance or repairs as may be necessary to provide protection of life or property on or adjacent to the highway. Changes in design will be made only with approval of the State.
4. The Permittee shall hold harmless the State and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason of the exercise of this permit.
5. Except for regulatory and guide signs at county roads and city streets, the Permittee shall not erect any sign on or extending over any portion of the highway right of way, and vehicle service fixtures such as fuel pumps, vendor stands, or tanks shall be located at least 12 feet from the right of way line to ensure that any vehicle services from these fixtures will be off the highway right of way.
6. The State reserves the right to require a new access driveway permit in the event of a land use change or change in driveway traffic volume or vehicle types.
7. This permit will become null and void if the above-referenced driveway facilities are not constructed within six (6) months from the issuance date of this permit.
8. The Permittee will contact the State's representative _____ telephone, (____) _____, at least twenty-four (24) hours prior to beginning the work authorized by this permit.

Texas Department of Transportation

_____ Date of Issuance

_____ Authorized Representative

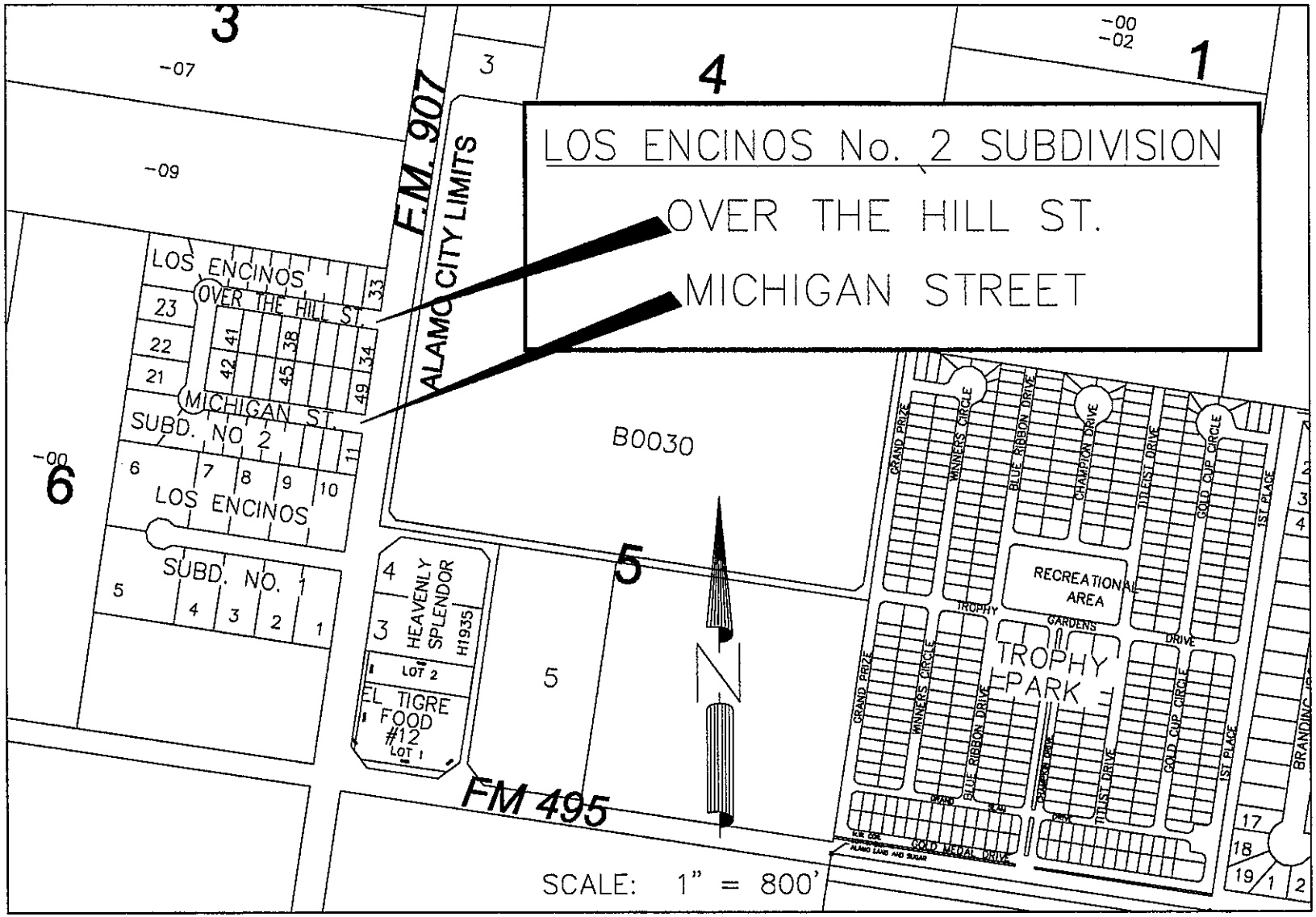
The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction of an access driveway on the highway right of way.

Date: March 23, 2009 Signed: _____ (Property owner or owner's representative)

Access Driveway Regulations

The Texas Transportation Commission, in recognition of its responsibility for the safety and utility of public highways under its jurisdiction, has directed the department to adopt access driveway standards to accomplish a coordinated development between highways and abutting property. For this purpose, the booklet entitled "Regulations for Access Driveways to State Highways", was published and adopted, setting out departmental policies to regulate construction and maintenance of access driveway facilities.

Sketch of Installation



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AI-15010 **20.E.**

Driveway Permit - La Homa Groves Estates Subdivision Pct. No. 3

CC REGULAR

Date:	04/21/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Colonia Access Program **Purchasing only:** CAP

Information

CAPTION

Discussion and approval to execute "Application for Driveway Permit" which is required from TXDOT for Colonia Access Program Project La Homa Groves Estates Subdivision to reconstruct road accessing into FM 2894.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1312-431-00-123-380-0-XXX

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

BUDGETARY IMPACT:

For signatory purpose only. No Fiscal Impact to County. County Judge will sign.

Attachments

Link: Driveway Permit - La Homa Groves Estates Subd. Pct. No. 3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/15/2009 08:36 AM	APRV
2	Perla Lopez	Perla Lopez	04/15/2009 02:58 PM	APRV
3	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Marcie Jackson Started On: 04/14/2009 11:42 AM

Final Approval Date: 04/17/2009

Texas Department of Transportation

Form 1058
(Rev. 9/2004)
(GSD-EPC)
Page 1 of 2

Permit to Construct Access Driveway Facilities on Highway Right of Way

[redacted]

To: County of Hidago (Name) Hwy. FM 2894 Permit No. _____

100 N. Closner Blvd. (Address) Control _____ Section _____

Edinburg, TX 78539 (City, State, Zip) 956-787-1891 (Phone No.)

The Texas Department of Transportation, hereinafter called the State, hereby authorizes Hidalgo County, hereinafter called the Permittee, to ☐ construct / ☒ reconstruct a residential street (residential, convenience store, retail mall, farm, etc.) access driveway on the highway right of way abutting highway number FM 2894 in Hidalgo County, located at Susana Street on the West side of FM 2894 approx. 1,620 feet south of the centerline of Mile 4 Road.

Subject to the following:

1. The Permittee is responsible for all costs associated with the construction of this access driveway.
2. Design of facilities shall be as follows and/or as shown on sketch and is subject to conditions stated below:
   Standard TxDOT street turnout. Refer to attached map for graphic location. (La Homa Groves Estates)

   All construction and materials shall be subject to inspection and approved by the State.
3. Maintenance of facilities constructed hereunder shall be the responsibility of the Permittee, and the State reserves the right to require any changes, maintenance or repairs as may be necessary to provide protection of life or property on or adjacent to the highway. Changes in design will be made only with approval of the State.
4. The Permittee shall hold harmless the State and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason of the exercise of this permit.
5. Except for regulatory and guide signs at county roads and city streets, the Permittee shall not erect any sign on or extending over any portion of the highway right of way, and vehicle service fixtures such as fuel pumps, vendor stands, or tanks shall be located at least 12 feet from the right of way line to ensure that any vehicle services from these fixtures will be off the highway right of way.
6. The State reserves the right to require a new access driveway permit in the event of a land use change or change in driveway traffic volume or vehicle types.
7. This permit will become null and void if the above-referenced driveway facilities are not constructed within six (6) months from the issuance date of this permit.
8. The Permittee will contact the State's representative _____ telephone, (____) _____, at least twenty-four (24) hours prior to beginning the work authorized by this permit.

Texas Department of Transportation

_____ Date of Issuance

_____ Authorized Representative

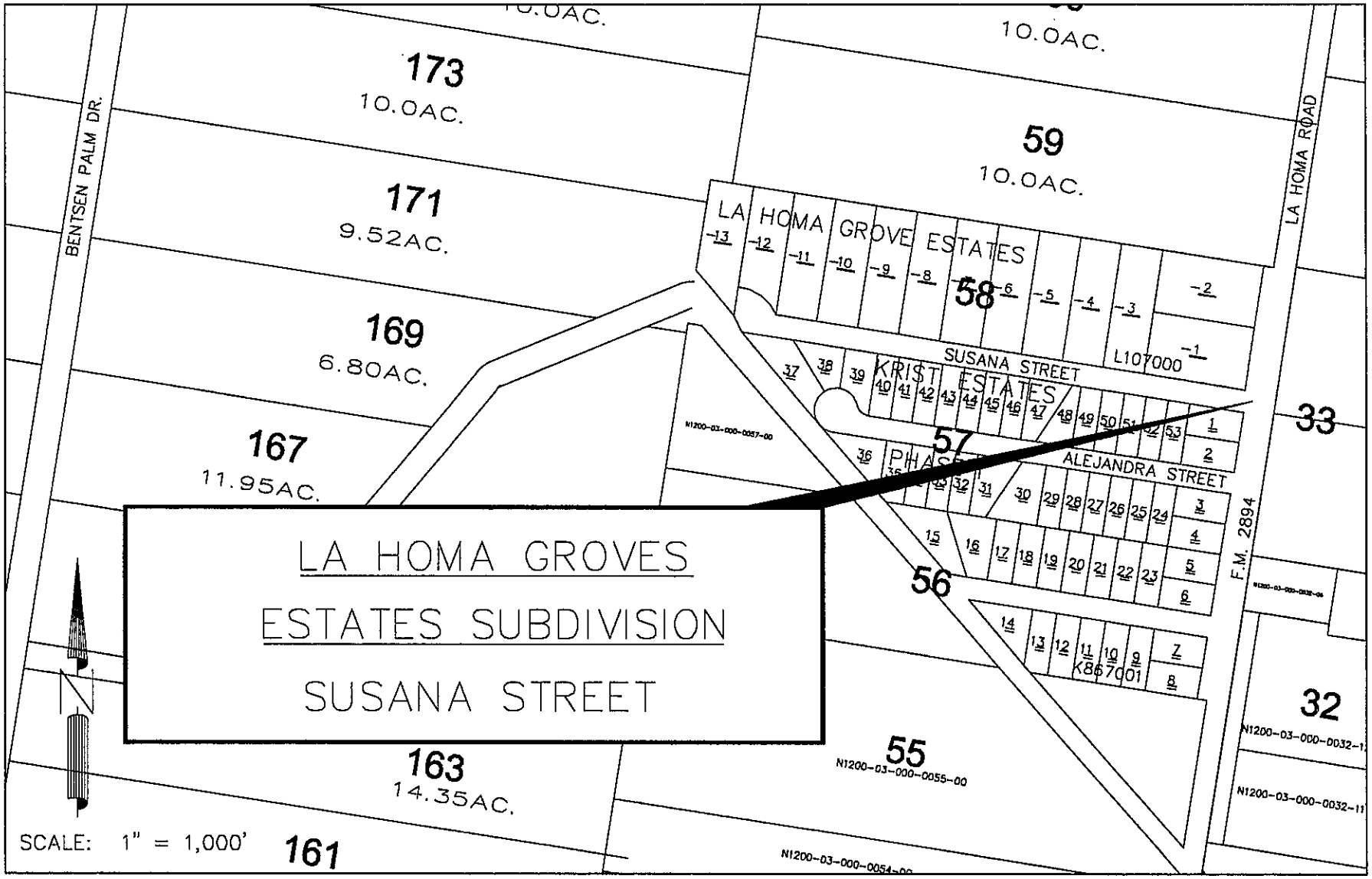
The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction of an access driveway on the highway right of way.

Date: March 23, 2009 Signed: _____ (Property owner or owner's representative)

Access Driveway Regulations

The Texas Transportation Commission, in recognition of its responsibility for the safety and utility of public highways under its jurisdiction, has directed the department to adopt access driveway standards to accomplish a coordinated development between highways and abutting property. For this purpose, the booklet entitled "Regulations for Access Driveways to State Highways", was published and adopted, setting out departmental policies to regulate construction and maintenance of access driveway facilities.

Sketch of Installation



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AI-15111 **21.A.**

Workforce Solution Application

CC REGULAR

Date:	04/21/2009
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Presentation for discussion, consideration and approval to submit a Workforce Solutions application for Supportive Employment Opportunities.

BACKGROUND

Workforce Solutions is seeking public sector, private sector, and non-profit organizations to become worksites for work experience to provide participants with the opportunity to acquire work skills training as well as exposure to the world of work. We are seeking organizations that can provide short-term work experience opportunities to increase the work preparation, career awareness, and educational opportunities available in our region.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact. Workforce Solutions will be paying the full employment stipend for each of these work experience individuals to be employed by the business entity.

Attachments

Link: application

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/17/2009 02:53 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	04/17/2009 03:11 PM	APRV
3	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Manuel Chapa — Started On: 04/17/2009 02:27 PM

Final Approval Date: 04/17/2009

REQUEST FOR APPLICATIONS

FOR

SUPPORTIVE EMPLOYMENT

09-RFA-01-100

March 30, 2009

ALL DOCUMENTS MUST BE SUBMITTED BY ESTABLISHED DUE DATES AND TIMES ABSOLUTELY NO EXCEPTIONS

Workforce Solutions Corporate Office
3101 W. Business 83
McAllen, TX 78501
(956) 928-5000

An Equal Opportunity Employer
Auxiliary Aids and Services are Available Upon Request
To Individuals with Disabilities

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SUPPORTIVE EMPLOYMENT

1 Background and Purpose

Workforce Solutions is a non-profit, tax-exempt organization, overseeing Workforce development programs and services in Hidalgo, Starr and Willacy counties. Workforce Solutions receives Workforce Investment Act (WIA), Temporary Assistance for Needy Families (TANF)/Choices, Food Stamp Employment and Training, and Child Care Development funds, among others. These federal funds pass through the Texas Workforce Commission to Workforce Solutions. Workforce Solutions allocates funds and procures contractors that comprise the local Workforce System. This system provides employment services to the general public and targeted populations, including career counseling, assessment, employability skills development, job readiness and GED preparation , job training, and job placement for area residents whether unemployed or employed. The system also provides placement services for businesses looking to hire skilled, pre-qualified workers, as well as planning services for businesses facing layoffs or plant closures. Workforce Solutions strives to increase access and decrease overhead.

Workforce Solutions is seeking applications from public sector, private sector, and non-profit organizations to provide supportive employment opportunities for up to 2,000 youth and adult participants. This may also include project-based community service learning opportunities not conducted at an employer worksite.

Introduction

A Supportive Employment program is being coordinated to provide greater opportunity for job seeking customers between the ages of fourteen (14) and twenty four (24) as well as adults eighteen (18) and older affected by the U.S. economic recession. The program will provide talent to organizations with projects that expose participants to “green” work experiences as well as other “shovel ready” projects. The work experience activities should target work activities that relate to one of the industry clusters identified in the Industry Cluster Analysis for the Lower Rio Grande Valley. These industries include: Manufacturing and Related Activities; Healthcare; Retail and Hospitality; Business Services; Homeland Security and Law Enforcement; and Construction. Other worksite activities that may be proposed through this procurement may include activities related to science, technology, engineering, and math fields

Prohibited projects include those involving gambling, aquariums, zoos, golf courses, swimming pools, and cannot be used to replace workers who have been laid off. Preference must be given the veterans as well as the spouses of veterans.

Project Purpose

The purpose of this program is to provide work experience and increase work readiness skills to job seekers (participants) affected by the U.S. economic recession in the three county area of Hidalgo, Willacy, and Starr Counties. Employers will complete needed projects and provide needed work experience to the job seeker that can be utilized in future employment. The program cannot be used to impact the profit margin of a for-profit company.

Scope of Services

Workforce Solutions is seeking public sector, private sector, and non-profit organizations to become worksites for work experience to provide participants with the opportunity to acquire work skills training as well as exposure to the world of work. We are seeking organizations that can provide short-term work experience opportunities to increase the work preparation, career awareness, and educational opportunities available in our region.

Performance Requirements:

1. **Type of Project** – Preferably ”green” as well as other “shovel ready” projects.
2. **Performance Tracking** – Coordinate with Workforce center contractor and implement a comprehensive tracking system to verify completion of project milestones and track project progress.
3. **Project Timeline** – Projects must be completed by September 30, 2009 for youth job seekers and can last up to twelve (12) months in duration for adult job seekers.
4. **Supervision** – Direct supervision of job seekers will be provided by the employer.

Key Assumptions:

Selected Worksite shall:

- Be prepared to begin the program as early as May 1, 2009 for adults and older youth (not in school) or June 1, 2009, for in school youth
- Jointly select customers to participate in the project with the designated Workforce system contractor
- Collaborate with designated Workforce system contractor for timely submission of timesheets and resolving issues relating to this program.
- Will provide supplies to each participant similar to other employees to complete assigned tasks.
- Establish applicable minimum wages for youth participants
- Establish prevailing wage for adult and dislocated worker participant

Workforce Contractor shall:

- Create a recruitment plan to identify talented customers to enter the project, work related activity or internship.
- Conduct eligibility and intake
- Provide intense case management for participants to ensure success
- Collaborate with selected employer for timely submission of timesheets and resolving issues relating to this program.
- Provide payroll services
- Provide Insurance for participants

Quality Assurance

Workforce Solutions will track performance of the work related activities utilizing the proposed tracking system to ensure adherence to timelines and project milestones.

Available Number of Participants for Supportive Employment

Workforce Solutions estimates placement of 1600 youth (ages 14 to 24) for summer employment and 400 adults will be available for this procurement. Workforce Solutions is seeking worksites in Hidalgo County for approximately 1,400 youth and adults; worksites in Starr County for approximately 400 youth and adults; and worksites in Willacy County for 200 youth and adults. Worksite Agreements will be for a period of up to one year, based on performance and funds availability with summer employment contracts expected to end no later than September 30, 2009.

2 Period of Application

Detailed information will be available in the **Request for Application (RFA) which will be available on Monday March 30, 2009 at 10:00 a.m.** Applications are due as indicated on the below timeline at the Workforce Solutions Corporate office, 3101 W Business 83 McAllen, TX 78501.

A **BIDDERS' CONFERENCE will be held on April 3, 2009 at 10:00 a.m. CST.** The conference will be held at the Board corporate offices located on 3101 W. Business 83 McAllen, TX 78501.

2.1 Timeline

March 29, 2009	Advertisement for Request for Applications (RFA)
March 30, 2009	Request for Applications Released
April 3, 2009	Bidder's Conference
April 17, 2009	Last Day for Questions (see 2.2)
April 3, 2009 4:00 PM CST	1st Deadline for Applications Submission
April 10, 2009 4:00 PM CST	2nd Deadline for Application Submission
April 17, 2009 4:00 PM CST	3rd Deadline for Application Submission
April 28, 2009 4:00 PM CST	Final Deadline for Application Submission
Beginning April 6, 2009	Contract Negotiations/Worksite Visits
May 1, 2009	Contract Start Up

Actual projects approved must begin by mid May for adults and by June 1, 2009, for youth participants

2. 2 Questions

To ensure a fair and objective evaluation, all questions related to the RFA must be submitted in writing by fax to 956-664-8987.

ATTN: Robert Barbosa
Workforce Solutions
3101 W. Business 83
McAllen, TX 78501

"RFA for Supportive Employment #09-RFA-01-100"
Name of Applicant
Contact Person
Mailing Address

Questions received after 5:00 PM CST, April 17, 2009, will not be answered. A complete set of written questions and answers will be mailed to all vendors of record following the question deadline. NOTE: **With the exception of the Bidder's Conference verbal questions of any kind (in person or by telephone) will NOT be accepted.** In the event that responses modify any of the terms, conditions, or provisions of this RFA, documentation notice will be provided via a subsequent amendment to this RFA. The only contacts for Questions are the staff listed in this section. No other sources of responses or clarification are considered valid. Applicants are strictly prohibited from contacting Workforce Solutions Board Members or staff other than as stated above.

3 Evaluation

3.1 Compliance Review

Upon receipt of Applications, staff will review application submissions for completeness in accordance with the terms and conditions of the RFA. Incomplete RFA or RFA's clearly found to be inconsistent with legal, regulatory, or RFA requirements will be disqualified and returned to proposer.

3.2 Evaluation Criteria

Evaluators will score and rank all completed applications with respect to the stated criteria. Evaluators will consider the following criteria:

Technical Evaluation 30 Total Points.

- Completion of All Required Attachments and Forms are Complete

Organizational Description and Demonstrated Performance 70 Total Points

- Description of organization's philosophy as it relates to training and development of participants of this program.
- Description of how your program would fulfill the requirements of this RFA under the program design selected. The services and activities provided must be age appropriate.
- Type of project/work related activity that will provide work experience (Green or Shovel Ready work related activities).
- Adherence to project timeline for either youth or adult projects. Demonstrate ability to implement the work experience project rapidly as requested in this RFA.
- Description of how organization will coordinate with workforce center contractor regarding accepting participants, resolving issues, providing timesheets, etc. Supervision/training of participants to increase work readiness skills.

Workforce Solutions will only consider applications to be responsive that score at, or above, 70 total points. Workforce Solutions reserves the right to notify Applicants who score below 70 points once evaluation scores are final. Workforce Solutions expects to award multiple projects based on this RFA. After applications have been selected Workforce Solutions will negotiate training program elements and performance expectations with selected contractors. If selected for contract negotiations, the bidder may be required to prepare and submit additional information prior to final contract execution, in order to reach terms for the provision of services, which are agreeable to both parties. A statement attached to the cover sheet of the application should be included which states that the offer is firm for a period of not less than 60 days. The Board has the right to clarify, explain, or verify any aspect of a submitted application in response to an RFA. The Board also has the right to require the submission of any price, technical, or other revision to the application that results from

negotiations conducted. All such requests for information must be submitted to the Board no later than two weeks from the date of the request or the Board may withdraw its offer of award. Negotiations between the Board and all applicants will be at "arms-length". A strict code of conduct shall be observed which prohibits favors or special treatment.

4 Application Submission

The Application Summary sheet (**Attachment A**), Description of Work Experience Project/Work Related Activity (**Attachment B**), and Proposed Number of Worksite Slots **(Attachment C)** must be completed to be considered. Required Certifications and Surveys **(Attachment D)** must be completed and signed by the authorized signatory. Attachments A-D will be used to determine qualified organizations to be considered for contracting over the next one year.

One (1) original and six (6) copies, plus one electronic version (on disk or CD), of the application is required consisting of:

- Applicant Summary Sheet **(Attachment A)**
- Description of Work Experience Project/Work Related Activity **(Attachment B)**
- **Proposed Number of Worksite Slots (Attachment C)**
  Required Certifications and Surveys **(Attachment D)**

Applications should be **mailed or hand delivered** by the times and dates listed in Section 2.1 on page 3, to Robert Barbosa, Procurement Coordinator, 3101 W. Business 83 McAllen, TX 78501. All applications submitted will be marked with a time and date stamp. If a commercial carrier (FedEx, UPS or USPS) is used to submit an application, it is the responsibility of the respondent to ensure that they receive a receipt of delivery from the commercial carrier. Timely submission of applications is the sole responsibility of the respondent.

5 Type of Contract

Successful proposers will enter into a worksite agreement (see sample agreement - Exhibit 2),

6 Modifications or Withdrawals by Applicants

Applications may be modified or withdrawn by written notice to the Board, addressed to Workforce Solutions to the attention of Robert Barbosa, **prior to the deadline for the submission of applications**. Any changes must be initialed by the person(s) signing the application. In no event may applications be modified by the Applicant after the submission deadline, unless a modification is requested by the Board as a condition of application clarification or contract negotiation.

7 Addenda to the RFA

Workforce Solutions reserves the right to delay, amend, or reissue this RFA at any time. At the discretion of Workforce Solutions, if it becomes necessary to revise any part of this RFA, an addendum will be mailed to all known recipients of this RFA. Changes to the timeline for this request and/or additional information will be provided as changes occur.

8 Right to Cancel, Accept or Reject

Workforce Solutions reserves the right to cancel all or any part of this RFA at any time without prior notice. Workforce Solutions also reserves the right to modify or vary the provisions set forth herein anytime prior to the execution of a worksite agreement where such interest is deemed to be in the best interest of Workforce Solutions.

This RFA does not commit Workforce Solutions to accept any application submitted, nor is Workforce Solutions responsible for any costs incurred by the Applicants in the preparation of responses to this RFA. Workforce Solutions reserves the right to reject any or all Request for Applications, to accept or reject any or all items in the Request for Application, and to award the worksite agreement in whole or in part as is deemed to be in the best interest of Workforce Solutions. Workforce Solutions reserves the right to negotiate with any Applicant after applications are reviewed, if such action is deemed to be in the best interest of Workforce Solutions.

9 Ex-Parte Communication

It is the policy of Workforce Solutions to prohibit ex-parte communication with any board member or other person serving as an evaluator during the RFA process. **Applicants directly contacting board members or evaluators risk elimination of their applications from further consideration.**

10 Debriefing and Appeals

Workforce Solutions is the responsible authority for handling protests regarding the procurement selection process. Once a procurement decision is made, the Board shall notify each Applicant in writing of the results. Unsuccessful Applicants shall be advised, in writing, that they have the right to request a debriefing or to request a hearing.

DEBRIEFING

The purpose of a Debriefing is to promote the exchange of information between a bidder and Workforce Solutions staff pertaining to the application process and the bid evaluation system. The goal of a Debriefing is to assist a bidder in improving the quality of future bids. Workforce Solutions will not host a Debriefing to a bidder who has engaged in the Hearing process described below.

A Debriefing shall include an informal exchange of information pertaining to Workforce Solutions application process and bid evaluation system and shall serve as an educational function for bidders. During a Debriefing the bidder will receive information on how their application was received and ranked. Workforce Solutions reserves the right to limit the amount of time allocated for a Debriefing.

Step 1: Bidders who desire a Debriefing must submit a written request within ten (10) calendar days of receipt of Workforce Solutions notification of the procurement decision. Workforce Solutions shall acknowledge receipt of the request for a Debriefing in writing within five (5) working days of receipt, along with the date and time of the scheduled Debriefing.

The Request for a Debriefing must be sent by registered mail or hand delivered (receipt will be issued), clearly identified externally as “Dated Material” and addressed to:

Ms. Yvonne “Bonnie” Gonzalez
Chief Executive Officer
Workforce Solutions Administrative Office
3101 W. Business 83
McAllen, Texas 78501

Telefax, facsimile and e-mail requests for a Debriefing will NOT be accepted.

Step 2: The Debriefing shall be scheduled at the Workforce Solutions Office located at 3406 W. Alberta, Edinburg, Texas no later than ten (10) business days from the date the inquiry is received by Workforce Solutions.

Step 3: Workforce Solutions staff and the independent evaluators of the specific bid application shall meet with the bidder and shall review: 1) the application and bid evaluation process; and 2) how the appealing party's application/bid was scored and ranked; suggestions on how to improve future bids (if applicable).

APPEAL/HEARING REQUEST

An Appeal occurs when an unsuccessful bidder believes that they were treated unfairly in the bid application and award process and that they, rather than the organization selected for the award, deserve the procurement contract. Workforce Solutions will not grant a Hearing to a bidder who has engaged in the Debriefing process described above.

Step 1: If a bidder wishes to appeal the decision of Workforce Solutions regarding their bid application, the complainant bidder must submit to the Chief Executive Officer, a written Request for a Hearing within ten (10) calendar days of receipt of Workforce Solutions notification of the procurement decision. Workforce Solutions shall acknowledge receipt of the request for a Hearing in writing within five (5) working days of receipt, along with the date and time of the scheduled Hearing. The Request for a Hearing must be sent by registered mail or hand delivered (receipt will be issued), clearly identified externally as "Dated Material" and addressed to:

Ms. Yvonne "Bonnie" Gonzalez
Chief Executive Officer
Workforce Solutions Administrative Office
3101 W. Business 83
McAllen, Texas 78501

Telefax, facsimile and e-mail notices will NOT be accepted.

Step 2: The written Request for a Hearing sent to the Chief Executive Officer must include the following information:

a. The funding decision being appealed (i.e. specific date of the RFA and Workforce Solutions action taken).
b. Name, address and phone number of the protesting party(ies);
c. A description of any alleged acts or omissions by the Workforce Solutions that form the basis for the protest (this must include the specific concerns and the specific grounds for the protest).
d. Any written information the bidder believes is relevant to the protest;
e. The remedy sought by the bidder.

Step 3: Upon written request, Workforce Solutions staff shall make available to the bidder all requested documents not exempted from disclosure under state or federal law. Workforce Solutions will provide copies of these documents upon payment of the standard fees for record duplication.

Step 4: A Hearing shall be scheduled at Workforce Solutions Offices at a mutually agreed time and date but no later than twenty (20) calendar days from the date the request for a Hearing is received by Workforce Solutions.

Step 5: The Chief Executive Officer or his/her designee shall act as the Hearing Officer. The Chief Executive Officer shall also appoint a Hearings Committee. Such committee shall consist of the Hearing Officer and either two (2) or four (4) additional committee members.

Step 6: The Hearings Committee shall meet with the protesting party to discuss the specific concerns and the specific grounds for the protest identified in the Request for a Hearing (see Step 2(c) above). Only those issues presented in the Request for a Hearing will be addressed at the Hearing. The Hearings Committee shall evaluate the appropriate actions which should be taken while abiding by Workforce Solutions funding rules and regulations and which are consistent with Workforce Solutions procurement policies.

Step 7: A determination will be made within ten (10) business days from the date of the Hearing. Should the Hearings Committee determination result in a different outcome for the bidder, such recommendation shall be presented to the full Board for consideration and possible action at the next scheduled meeting. However, Workforce Solutions is NOT obligated to accept the Hearings Committee determination and/or recommendations.

If the Hearing Committee's determination does not result in a different outcome to the bidder, such information need not be presented to Workforce Solutions and the bidder shall be informed in writing by the Hearings Officer of the Hearing outcome.

APPEAL TO TEXAS WORKFORCE COMMISSION

Texas Workforce Commission (the "TWC") will not review any protest from a bidder until all administrative remedies at the local Board level have been exhausted. TWC appeal review is limited to:

- Violations of federal laws and regulations (Violations of state and local laws shall be under the jurisdiction of state and local authorities).
- Violations of Workforce Solutions debriefing or appeal procedures or failure to review a debriefing or appeal request.

Application Summary Sheet Attachment A

Organization name	
Mailing address	
Physical address (if different from above)	
City/State/Zip	
Contact person & telephone number	
E-mail Address	
Type of organization (Must "X" only one box)	☐ Private For-Profit Corporation (_____) Date Incorporated State ☐ Private Not-for-Profit Corporation (_____) Date Incorporated State ☐ IRS Not-for-profit classification for Tax Exemption (_____)* ☐ State, local or Indian Tribal Government ☐ Public Educational Institution (___school district __post-secondary) ☐ Other (Specify)** _____ **Attach a copy of your certificate or articles of incorporation, or other proof of legal power to contract and conduct business in Texas.** ***Attach a copy of the Internal Revenue Service letter of determination of your nonprofit status. If community-based agency, provide documentation.** ****If Lead Entity is submitting on behalf of a collaborative, partnership or joint venture, submit the legal and financial documents defining the nature of the relationship.**
Federal Employer ID	
Texas State Comptroller ID	
List Other Authorized Signatories	Name, Title 1. 2.
Application / Project Name:	_____
Total Budget:	$_____
Applicant certifies that it is true and accurate to the best knowledge of the signatory. If applicant is a public or private not-for-profit agency, applicant certifies that personnel policies are on file at their agency for inspection. **Applicant also certifies that the Workforce Solutions is authorized to examine administrative and fiscal systems for compliance with minimum requirements to be on the Qualified Applicants List**. It is understood that the Workforce Solutions reserves the right to request additional information regarding administrative, financial, and legal status, and to visit the facilities at normal and reasonable hours. **Authorized Signatory certifies that he/she is authorized to submit this Statement on behalf of the above named organization. If any information changes significantly, the Workforce Solutions will be notified.**	
Authorized Signatory	Typed Name, Title
Signature and Date	_____ _____ Signature Date

ATTACHMENT B

DESCRIPTION OF WORK EXPERIENCE PROJECT/WORK RELATED ACTIVITY/PRE-APPRENTICESHIP

Briefly describe the project, work activity, or pre-apprenticeship program that will be used to provide work experience to participants. Specify whether project/work is considered "green" and/or is "shovel ready". Indicate how participants will be supervised to increase the work readiness skills. .

_____
_____
_____
_____
_____

Proposed Number of Worksite Slots Attachment C

Position	Adult or Youth	Number of Participants	Hourly Wage	Number of Hrs	Total Cost

Note: Wages will not be billed to worksite employer, but paid by a staffing agency contracted by the workforce center contractor.

Youth - Ages between 14 and 24
Adult - Ages 18 and older

CERTIFICATIONS & SURVEYS
Attachments D to H

ATTACHMENT D

CERTIFICATION OF BIDDER

I hereby certify that the information contained in this application and any attachment is true and correct and may be viewed as an accurate representation of the proposed services to be provided by this organization. I certify that no employee, board member, or agent of the Board has assisted in the preparation of this application. I acknowledge that I have read and understood the requirements and provisions of the RFA and that this organization will comply with the procurement standards applicable under this RFA, and any other applicable local, state, and federal regulations and policies. I also certify that I have read and understand and comply with the "Assurances and Certifications" sections presented in this RFA and will comply with the terms, thereof, and the Board is authorized to verify references and stated performance data and to conduct credit and criminal background checks if needed, and furthermore, that:

I, _____, am the_____
(Authorized Signatory) (Title)
of _____corporation, partnership, association, public agency or other entity named as Bidder and Respondent herein and that I am legally authorized to sign this application and submit to Lower Rio Grande Valley Workforce Development Board on behalf of said organization by authority of its governing body.

ATTEST:

_____ _____
(Respondent's Signature) (Witness's Signature)

_____ _____
(Print or type name) (Print or type name)

_____ _____
(Title) (Title)

_____ _____
Date Date

Subscribed and sworn to before me this_____ day of_____,2009,
In _____County, State of _____.
Notary Public in and for_____County, State of _____.
Date Commission Expires:_____

ATTACHMENT E

Assurances and Certifications

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

This certification is required by the Federal Regulations Implementing Executive Order 12549,Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification form.

CERTIFICATION REGARDING LOBBYING

This certification is required by the Federal Regulations Implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

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

2.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 employee of Congress, or an employee or a Member of Congress in connection with the awarding 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 a federal contract, grant, loan, or cooperative agreement.

3.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.

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

ATTACHMENT F
CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

1. Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

2. Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace;

3. Providing each employee with a copy of the subcontractor's policy statement;

4. Notifying the employees in the subcontractor's policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

5. Notifying the Board within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,

6. Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or require such employee to participate in a drug abuse assistance or rehabilitation program.

ATTACHMENT G
CERTIFICATION REGARDING
TEXAS CORPORATE FRANCHISE TAX

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for-profit corporations that are delinquent in making state franchise tax payments. The following certification that the entity entering into this subcontract is current in its franchise taxes or is not subject to the payment of franchise taxes to the State of Texas must be signed by the individual authorized to sign the subcontract for the subcontracting entity.

The undersigned authorized representative of the entity subcontracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of subcontract and is grounds for subcontract cancellation.

Indicate the certification that applies to your subcontracting entity:

- ☐ The subcontracting entity is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.
- ☐ The subcontracting entity is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

_____
Name of Business

Type of Business (if not corporation): ☐ Sole proprietor

☐ Partnership

☐ Other

_____
I.R.S. Tax Number

STATE ASSESSMENT CERTIFICATION

The undersigned authorized representative of the corporation contracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

The corporation certifies that:

_____ It is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas.

_____ It has no outstanding Unemployment Insurance overpayment balance to the State of Texas.

ATTACHMENT H

Workforce Solutions DISCLOSURE OF INTERESTS 1 of 2

It is the fiscal policy of the Lower Rio Grande Valley Workforce Development Board (LRGVWDB) that all persons or firms seeking to do business with the Board to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA".

COMPANY NAME: _____

FEDERAL ID#: _____

P.O. BOX: _____

STREET: _____

CITY: _____ STATE: _____ ZIP: _____

FIRM is: 1. Corporation ( ) 2. Partnership ( ) 3. Sole Owner ( ) 4. Association ( ) 5. Other ( )

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the name of each "non-managerial employee" of having an "ownership interest" constituting 10% or more of the ownership in the above named "firm".

_____ _____
Name Job Title

2. State the names of each "managerial employee" of the Board having an "ownership interest" constituting 10% or more of the ownership in the above named "firm".

_____ _____
Name Job Title

3. State the names of each " member" of the board or Board Staff having an "ownership interest" constituting 10% or more of the ownership in the above named "firm".

_____ _____
Name Board, Commission, or Committee

4. State the names of each employee or officer of a "consultant" for the Board who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 10% or more of the ownership in the above named "firm".

_____ _____
Name Consultant

5. Other

_____ _____
Name Title

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the President/CEO of the Lower Rio Grande Valley Workforce Development Board, as changes occur.

_____ _____
Signature Name (Type or Print)

_____ _____
Title (Type or Print) Date

_____ _____
Signature of Witness Name (Type or Print)

_____ _____
Title (Type or Print) Date

EXHIBIT 1

DEFINITIONS

2009

Definitions of Specific Terms

Work Readiness Skills Goal - A measurable increase in work readiness skills including world-of-work awareness, labor market knowledge, occupational information, values clarification and personal understanding, career planning and decision making, and job search techniques (resumes, interviews, applications, and follow-up letters). They also encompass survival/daily living skills such as using the phone, telling time, shopping, renting an apartment, opening a bank account, and using public transportation. They also include positive work habits, attitudes, and behaviors such as punctuality, regular attendance, presenting a neat appearance, getting along and working well with others, exhibiting good conduct, following instructions and completing tasks, accepting constructive criticism from supervisors and co-workers, showing initiative and reliability, and assuming the responsibilities involved in maintaining a job. This category also entails developing motivation and adaptability, obtaining effective coping and problem-solving skills, and acquiring an improved self image.

Shovel ready. Projects that are at the stage that laborers may immediately be employed to start work.

Green Work Experiences. Opportunities for skilled workers in the fields of solar, geothermal, wind power design, and the use of environmentally-friendly building materials will mean increased job opportunities for young people who have had exposure to work experiences that equip them with the appropriate “green” knowledge.

Prevailing Wage. Defined as the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers, and mechanics. Prevailing wages are established, by the Department of Labor and Industries, for each trade and occupation employed in the performance of public work. They are established separately for each county, and are reflective of local wage conditions.

EXHIBIT 2

SAMPLE WORKSITE AGREEMENT

Between the

WORKFORCE SOLUTIONS.

And _____

This work site agreement shall begin upon signing and end on TBD. **WorkFORCE Solutions, managed by Arbor E & T LLC.** and _____ whose address is _____, hereinafter referred to as the Entity, agree to the following terms of this Agreement to be funded from Workforce Investment Act and Wagner Peyser Act funding in the American Recovery and Reinvestment Act of 2009.

The primary purpose of this Agreement is to identify and establish temporary jobs to assist in increasing the work readiness of participants.

Workforce Solutions will contract with (*staffing agency*) to provide the direct services and be employer-of-record for participants covered under this agreement.

1. Program Overview:
This program shall consist of temporary work, wherein a participant referred by Workforce Solutions to the Entity is given job functions to perform under the guidance and supervision of the Entity in accordance with the job description attached hereto. It is understood by Workforce Solutions and the Entity that no legal employer-employee relationship is created or exists between the Entity and the participant. In agreeing to provide direction and supervision of the participant, the Entity understands that this does not make Workforce Solutions or its designee liable to the Entity or any third party by reason of any future act or failure to act by any participant on or off the job.

2. Limitations on participation
The Entity understands and agrees that no participant shall begin work until this Agreement is executed by the Entity and Workforce Solutions. Eligible individual workers may not work in temporary jobs under this grant for more than _____ hours or earn more than $_____ in wages, whichever occurs first. These limitations apply to individuals and not specific jobs. (*Staffing agency*) will track the participant's hours and wages.

3. Recruitment and Selection
Recruitment and eligibility determinations will be the responsibility of Workforce Solutions. Individuals determined to be eligible for this program will be referred to the Worksite by Workforce Solutions.

4. Responsibilities of Entity
The following are responsibilities of the Entity. The Entity accepts and agrees that it shall:

A. direct and supervise participants work activities in accordance with their job description(s), which is hereby incorporated by reference and made a part of this Agreement.
B. assure that it will have supervisory personnel who will act as work site supervisors for each of the Entity's work sites so as to provide for continuous on-site supervision of participants.
C. assign worthwhile and meaningful work to participants during the entire time they are at the worksite.
D. require participants' conformance with the Entity's Personnel Rules of Conduct.
E. orient and train their work site Supervisory personnel including any alternate staff directly responsible for the supervision of participants as to the Entity's responsibilities and obligations under this Agreement.
F. notify Workforce Solutions immediately of any temporary and/or ongoing changes in the designation of personnel who will be supervising the participant(s).
G. be accountable for maintaining (*Staffing agency*) participant time sheets by keeping accurate work time attendance rosters, supervising the proper completion and signing of time sheets by each participant, certifying and signing participant time sheets if all the prior requirements are met, and submitting these timesheets to Workforce Solutions as instructed.
H. ensure that all sites where participants will be assigned are sanitary and safe environments in accordance with health and safety standards established by State and Federal law.
I. ensure that all required safety supplies and equipment are used in the proper manner for the intended use.

J. conform to normal routines and functions befitting a reasonable business establishment, including, but not limited to, appropriate supervision on the premises at all times, displaying positive work habits, maintaining safe working conditions, and appropriate attire.

K. have an inclement weather plan for any approved positions that are required to work out of doors to ensure that alternative tasks can be performed inside during inclement weather.

L. inform (*Staffing agency*) and Workforce Solutions immediately should an accident or injury occur at the job site affecting or involving a participant and require the participant to complete a first report of injury form.

M. notify Workforce Solutions by telephone of any problem or concern regarding a participant's performance at a work site as soon as possible, but at least within 24 hours of when the problem is identified.

N. not discriminate against any participant or potential participant because of race, color, religion, sex, national origin or disability.

O. ensure that participants receive fair and impartial treatment and that participants shall not be subjected to harassment of any type or form.

P. ensure that the following general conditions for temporary jobs shall be complied with:

1) participants shall receive comparable working conditions and non-payroll benefits such as rest breaks, etc. as other employees;

2) there shall be no displacement of regular employees nor replacement of laid-off workers by the temporary job participant(s); and

3) there shall be no infringement of promotional opportunities for regular employees.

Q. not subcontract, assign or transfer any rights or responsibilities under this agreement or any portion thereof without the prior written approval of Workforce Solutions.

R. implement administrative controls to ensure that costs for wages and other costs that the Workforce Solutions is responsible for paying are not being paid by other federal, state, or local programs to eliminate the possibility of a duplication of funding.

S. maintain all records and files pertaining to the operation of this Agreement and any amendment hereto for three (3) years following expiration of this Agreement. Records and files shall include, but not be limited to, time and attendance sheets, supervisor assignments, this Agreement, etc.

T. will immediately advise Workforce Solution in writing of any actions, suits, claims or grievances filed against the Entity, Workforce Solutions, State of Texas, federal officials or participants that in any way relates to this Agreement.

5. Responsibilities of Workforce Solutions

Workforce Solutions, or its designee (*Staffing agency*), accepts and agrees that it shall

A. assist the job site supervisor in resolving any problems concerning the participants' performance on the job by responding to the Entity's notice.

B. hear all grievances concerning program participant's performance at the job site.

C. provide counseling and supportive services to participants as the need is identified.

D. be responsible for distributing participant paychecks dependent on Entity's timely submission of properly certified time sheets.

E. be responsible for contracting with a third party to act as employer of record. This employer of record shall employ the participants, pay participant wages for all actual hours worked, and provide Workers' Compensation coverage for all participants.

6. Entity Monitoring and Reporting

Entity must determine and ensure that all temporary workers at all worksites are only performing agreed-related work activities. The Entity shall notify Workforce Solutions of any changes to the required work hours, job description, and/or if the work has been completed and the job needs to be ended.

7. Workforce Solutions Monitoring

The Entity shall allow Workforce, the Governor of the State of Texas, or any of its agents and/or subcontractors, and the US Department of Labor (DOL) to visit the Entity's work sites, monitor the program, report problems, require corrective action within specified time periods or remove participants from work sites without prior notice other than a written notification to be delivered to the Entity at the time of the removal. This action may be taken when Workforce Solutions, the Governor of the State of Texas, or DOL finds serious or continual violations of rules or laws, where violations are not being remedied, or where Workforce Solutions, the Governor of the State of Texas or DOL find noncompliance on any of the terms or conditions under this Agreement.

8. Prohibited Activities

A. Sectarian Activities: The Entity assures that participants will not be employed in building, operating, or maintaining any part of any

building, which is used for religious instruction or worship.

B. Collective Bargaining And Union Activities: The Entity assures that this agreement will not impair existing contracts for services or collective bargaining agreement between the Entity and other parties, nor will this agreement assist, promote or deter union organization.

C. Lobbying And Political Activities: The Entity assures that this agreement will not assist with political or lobbying activities or the cost of any salaries or expenses related to any activity designed to influence legislation or appropriation pending before the Congress of the United States.

D. Relocation: Neither the execution nor performance of the Agreement will assist in, support or otherwise contribute to the relocation of the Worksite Employer's business.

9. Hold Harmless

Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

10. Changes to the Agreement

There shall be no modification or amendment of this Agreement, except in writing, executed with the same formalities as this instrument.

Requests for interpretations of the Agreement provisions shall be directed to the Employer on Record and must be in writing. No interpretations shall be official or binding upon the Worksite Employer unless it is received in written form.

11. Termination

This Agreement may be terminated as follows:

A. Workforce Solutions or the Entity may terminate the Agreement for convenience upon ten- (10) calendar day prior written notice to the other party.

B. Workforce Solutions may terminate this Agreement in whole or in part at any time if it is determined that:

1) the Entity has failed to comply with any of the provisions contained in this Agreement or any Amendment hereto;

2) the Entity fails to perform in whole or in part under this Agreement or fails to take corrective action after receiving oral or written requests to do so within an appropriate time period as may be stipulated by Workforce Solutions; or

3) the United States Department of Labor or State of Texas fails to provide adequate funds, reduces, eliminates or otherwise terminates the program under which this Agreement is written.

12. Notice

Other than as provided herein, notice shall be required to be given to Workforce Solutions under this Agreement, and shall be sufficient when hand delivered or mailed to Workforce Solutions at its office at 3101 W. Business 83 McAllen, TX 78501. All notices required to be given to the Entity under this Agreement shall be sufficient when hand delivered or mailed to the Entity at its office located at the address identified in paragraph one, page one of this Agreement.

13. Controlling Laws

This agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Texas.

IN WITNESS THEREOF, the parties hereto having been duly authorized and representing that they have the power and authority to execute this Agreement and perform the responsibilities specified herein have made and executed this Agreement on the respective dates under each signature.

ENTITY:	WORKFORCE SOLUTIONS
Signature	Signature
Typed Name	Workforce Solutions Authorized Representative
Typed Title	Typed Title
Date	Date
Federal ID #	Workforce Solutions Contact
Contact Name	Typed Title
Phone number	Phone number
Fax number	Fax number
Email address	Email address

AI-15059 **21.B.1.**

Interdepartmental Transfer - Pct# 4 Drainage Improvement Project (1339)

CC REGULAR

Date: 04/21/2009
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interdepartmental Transfers

Information

CAPTION

Pct. #4 Drainage Improvement Projects C.O. 2009 Series (1339):
Approval of 2009 interdepartmental transfer within Certificate of Obligation Series 2009 for the Precinct #4 Drainage Improvement Project from (program 036) to Alamo Brisas (program 054), Alberta Rd (program 055), Hoehn Sub. (program 056), Tex-Mex Rd & 107 (program 057), Trenton & Alamo Rds. (program 058), and Owassa Rd. (program 059) in the amount of $70,974.00 to fund misc. Invoices.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-036-0-890
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

9-1339-431-00-124-036-0-890-->9-1339-431-00-124-054-0-711 $21,479.00
9-1339-431-00-124-036-0-890-->9-1339-431-00-124-054-0-733 $ 8,800.00
9-1339-431-00-124-036-0-890-->9-1339-431-00-124-055-0-733 $ 7,500.00
9-1339-431-00-124-036-0-890-->9-1339-431-00-124-056-0-733 $12,900.00
9-1339-431-00-124-036-0-890-->9-1339-431-00-124-057-0-733 $ 5,150.00
9-1339-431-00-124-036-0-890-->9-1339-431-00-124-058-0-733 $ 9,145.00
9-1339-431-00-124-036-0-890-->9-1339-431-00-124-059-0-733 $ 6,000.00

Funding available as of 4-15-09

Attachments

Link: Interdept Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa (Originator)	Manuel Chapa	04/16/2009 04:15 PM	APRV
2	Budget & Management	Veronica Lopez	04/17/2009 07:57 AM	APRV
3	Sylvia Solis	Sylvia Solis	04/17/2009 01:57 PM	APRV
4	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Manuel Chapa Started On: 04/15/2009 03:45 PM

Final Approval Date: 04/17/2009

DATE: April 15, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for C.O. Pct#4 Drainage Improvement Project

AI# 15059

ACCOUNT NUMBER: 9-1339-431-00-124-XXX-0-XXX

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Manuel Chapa
Ph#: 292-7025 Ext. 5760

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, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
9-1339-431-00-124-036-0-890	C.O. 2009- Pct # 4 - Drainage Improvement Project - Other	(70,974.00)
TO		
9-1339-431-00-124-054-0-711	C.O. 2009- Pct # 4 - Alamo Brisas Proj. - ROW	21,479.00
9-1339-431-00-124-054-0-733	C.O. 2009- Pct # 4 - Alamo Brisas Proj. - Drainage Ditches	8,800.00
9-1339-431-00-124-055-0-733	C.O. 2009- Pct # 4 - Alberta Rd. Proj. - Drainage Ditches	7,500.00
9-1339-431-00-124-056-0-733	C.O. 2009- Pct # 4 - Hoehn Sub. Proj. - Drainage Ditches	12,900.00
9-1339-431-00-124-057-0-733	C.O. 2009- Pct # 4 - Tex-Mex Rd & 107 Proj. - Drainage Ditches	5,150.00
9-1339-431-00-124-058-0-733	C.O. 2009- Pct # 4 - Trenton & Alamo Rds Proj. - Drainage Ditches	9,145.00
9-1339-431-00-124-059-0-733	C.O. 2009- Pct # 4 - Owassa Rd. Proj.(Between Alamo & Cesar Chavez) - Drainage Ditches	6,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Interdepartmental transfer to fund the following projects: Alamo Brisas, Alberta Rd., Hoehn Sub., Tex-Mex Rd. & 107, Trenton & Alamo Rds., and Owassa Rd.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-15041 **21.B.2.**

Inter-Departmental Transfer for security cameras

CC REGULAR

Date:	04/21/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #2 (1100):
Approval of 2009 interdepartmental transfer from Sanitation (program 001) Land into San Juan CRC (program 018) Other Equipment in the amount of $13,659.66.

BACKGROUND

Rollover Purchase Order No.610548 for Simplex Grinnell

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-4XX-00-122-0XX-0-XXX

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

BUDGETARY IMPACT:

From 9-1100-432-00-122-001-0-719 ----> 9-1100-466-00-122-018-0-748 in the amount of $13,659.66.

Available balance as of 04/16/09 is $40,000.00

Attachments

Link: Inter-Dept. Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/15/2009 02:43 PM	APRV
2	Roland Garcia	Rolando Garcia	04/16/2009 01:50 PM	APRV
3	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Yolanda Cisneros Started On: 04/15/2009 01:56 PM

Final Approval Date: 04/17/2009

DATE: April 15, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 9-1100-XXX-XXX-00-122-XXX-0-XXX

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

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, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM:		
9-1100-432-00-122-001-0-719	Sanitation Pct.2- Land	(13,659.66)
TO:		
9-1100-466-00-122-018-0-748	San Juan CRC Pct.2- Other Equipment	$13,659.66
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:
Transfer needed to cover negative account from rollover purchase order #610548 for Simplex Grinnell

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-15103 **21.B.3.**

Interdepartmental Transfer Pct.2
CC REGULAR

Date: 04/21/2009
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interdepartmental Transfers

Information

CAPTION

CO 2009 Pct #2 Drainage Improvement Project (1339):
Approval of 2009 indepartmental transfer within Certificate of Obligation series 2009, from Precinct 2 Drainage Improvement Project (program 034) into LJ Drainage Project (program 038) in the amount of $6,700.00 for Drain Ditches (733).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-03X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

9-1339-431-00-122-034-0-890-->9-1339-431-00-122-038-0-733; $6,700.00

Available balance as of 04/17/09.

Refer to AI-15099 for Supplemental Agreement No.1 LJ Drainage Project. (Work Auth. 10).

Attachments

Link: Interdpt transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	04/17/2009 01:10 PM	APRV
2	Budget & Management	Veronica Lopez	04/17/2009 01:53 PM	APRV
3	Sylvia Solis	Sylvia Solis	04/17/2009 02:10 PM	APRV
4	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Rolando Garcia Started On: 04/17/2009 11:31 AM

Final Approval Date: 04/17/2009

DATE: April 17, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for for C.O. 2009 - Precinct 2 (1339)

ACCOUNT NUMBER: 9-1339-431-00-122-03X-0-XXX

Contact: Dale Kennan **Ph#:** 292-7025 Ext. 5406

SUBJECT: **Interdepartmental transfer(s)** (increase/decrease) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1339-431-00-122-034-0-890	CO2009-PCT2 DRAIN IMPRV-OTHER	(6,700.00)
9-1339-431-00-122-038-0-733	CO2009-PCT2 LJ DRAIN(S OF OWASSA)-DRAINA	$6,700.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer from CO2009-PCT2 DRAIN IMPRV-OTHER to CO2009-PCT2 LJ DRAIN(S OF OWASSA)-DRAINA to fund Supplemental Agreement #1 to Work Authorization #10 (LJ Drain Project).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-15116 **21.C.1.**

Pct. 1 R & B 2009 appropriation

CC REGULAR

Date:	04/21/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Noe Montez Pct. 1
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Pct. #1 R & B (1201):
Approval of 2009 appropriation of funds for the Pct. 1 R & B, program no's 004 and 005, in the total amount of $335,650.30 to fund various operating expenditures.

BACKGROUND

As requested by Noe Montez from pct. 1.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-00X-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $335,650.30 to fund various operating expenditures for program no's 004 & 005.

Attachments

Link: appropriation

Form Routing/Status

Form Started By: Ivan Cantu Started On: 04/17/2009 04:54 PM

Final Approval Date: 04/17/2009

DATE: April 20, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. 1 R & B

ACCOUNT NUMBER: 9-1201-431-00-121-00X-0-XXX

Contact Person: Ivan Cantu **Ph#:** (956) 292-7025 ext. 5425

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
9-1201-431-00-121-004-0- 601	Pct. 1 Rd. Adm.-	Office & Computer Supplies	20,000.00
9-1201-431-00-121-004-0- 661	Pct. 1 Rd. Adm.-	Minor Office Furniture & Equip.	10,000.00
9-1201-431-00-121-004-0- 665	Pct. 1 Rd. Adm.-	Minor Computer Equipment	5,000.00
9-1201-431-00-121-004-0- 671	Pct. 1 Rd. Adm.-	Bldg & Other Struc. R & M Suppl	1,500.00
9-1201-431-00-121-004-0- 672	Pct. 1 Rd. Adm.-	Equip. & Vehicles R & M Suppl	1,500.00
9-1201-431-00-121-004-0- 780	Pct. 1 Rd. Adm.-	Capital Leases	2,000.00
9-1201-431-00-121-004-0- 855	Pct. 1 Rd. Adm.-	Late Fees, Penalties & Finance	1,000.00
9-1201-431-00-121-004-0- 535	Pct. 1 Rd. Adm.-	Postage	3,500.00
9-1201-431-00-121-004-0- 890	Pct. 1 Rd. Adm.-	Other	25,000.00
9-1201-431-00-121-005-0- 433	Pct. 1 P/U Rd.-	R & B R & M Services	70,000.00
9-1201-431-00-121-005-0- 346	Pct. 1 P/U Rd.-	Hauling & Freight Services	90,000.00
9-1201-431-00-121-005-0- 604	Pct. 1 P/U Rd.-	Medical & Lab Supplies	1,500.00
9-1201-431-00-121-005-0- 605	Pct. 1 P/U Rd.-	Clothing & Uniforms	1,500.00
9-1201-431-00-121-005-0- 609	Pct. 1 P/U Rd.-	Agri & Landscaping Supplies	1,000.00
9-1201-431-00-121-005-0- 619	Pct. 1 P/U Rd.-	Other Misc. Supplies	7,000.00
9-1201-431-00-121-005-0- 623	Pct. 1 P/U Rd.-	Bottled Gas	500.00
9-1201-431-00-121-005-0- 664	Pct. 1 P/U Rd.-	Other Minor Equipment	2,500.00
9-1201-431-00-121-005-0- 679	Pct. 1 P/U Rd.-	Other R & M Supplies	20,000.00
9-1201-431-00-121-005-0- 748	Pct. 1 P/U Rd.-	Other Equipment	10,000.00
9-1201-431-00-121-005-0- 890	Pct. 1 P/U Rd.-	Other	62,150.30
		TOTAL BUDGET INCREASE (DECREASE)	**335,650.30**

REASON: Appropriation of funds for Pct. 1 R & B program no's 004 & 005 to fund various operating expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-15117 **21.C.2.**

Pct. 1 Parks 2009 appropriation

CC REGULAR

Date:	04/21/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Noe Montez, Pct. 1
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Pct. #1 Parks (1211):
Approval of 2009 appropriation of funds for Pct. 1 Parks in the amount of $106,103.13 to fund various operating expenditures.

BACKGROUND

As requested by Noe Montez, Pct. 1

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1211-452-00-121-013-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $106,103.13 for Pct. 1 Parks to fund various operating expenditures.

Attachments

Link: appropriation

Form Routing/Status

Form Started By: Ivan Cantu Started On: 04/17/2009 04:59 PM

Final Approval Date: 04/17/2009

DATE: April 20, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. 1 Parks

ACCOUNT NUMBER: 9-1211-452-00-121-013-0-XXX

Contact Person: Ivan Cantu **Ph#:** (956) 292-7025 ext. 5425

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
9-1211-452-00-121-013-0- 609	Pct. 1 Parks-	Agri. & Landscaping Supplies	10,000.00
9-1211-452-00-121-013-0- 623	Pct. 1 Parks-	Bottled Gas	1,000.00
9-1211-452-00-121-013-0- 663	Pct. 1 Parks-	Small Tools	3,000.00
9-1211-452-00-121-013-0- 423	Pct. 1 Parks-	Custodial	1,000.00
9-1211-452-00-121-013-0- 601	Pct. 1 Parks-	Office & Computer Supplies	3,000.00
9-1211-452-00-121-013-0- 855	Pct. 1 Parks-	Late Fees, Penalties & Finance	200.00
9-1211-452-00-121-013-0- 890	Pct. 1 Parks-	Other	87,903.13
		TOTAL BUDGET INCREASE (DECREASE)	**106,103.13**

REASON: Appropriation of funds for the Pct. 1 Parks to fund various operating expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-15039 **21.C.3.**

Pct. #4 Appropriation of funds Parks (1214)

CC REGULAR

Date: 04/21/2009
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: Budget and Management

Information

CAPTION

Pct. #4 Parks (1214):
Approval of 2009 appropriation of funds for Precinct #4 - Parks (1214) in the amount of $149,566.06 to cover the purchase of playground equipment for the Jr "Milo" Ponce Park.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1214-452-00-124-009-0-739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

2009 appropriation of funds in the amount of $149,566.06.
Funds available as of 04-17-09

Attachments

Link: Pct 4 appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/15/2009 01:29 PM	APRV
2	Manuel Chapa	Manuel Chapa	04/17/2009 08:15 AM	APRV
3	Auditor's Office		04/17/2009 05:08 PM	NEW
Form Started By: Jr. Munoz			Started On: 04/15/2009 01:11 PM	
Final Approval Date: 04/17/2009				

DATE: April 20, 2009

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

DEPARTMENT NAME: Pct. #4 Parks

ACCOUNT NUMBER: 9-1214-452-00-124-009-0-XXX

Contact Person: Rumaldo Munoz **Ph#** (956) 383-3112 ext. 4002

2009
Appropriation
AI - 15039

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1214-452-00-124-009-0-739	Other Sturctures	149,566.06
	TOTAL BUDGET INCREASE (DECREASE)	**149,566.06**

REASON: To cover the purchase of play ground equipment for the Jr. "Milo" Ponce Park.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-15071 **21.C.4.**

Appropriation of Justice Funds

CC REGULAR

Date:	04/21/2009
Submitted By:	Nelda Olivarez, HIDTA
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

HIDTA-U.S. Dept. of Justice (1254)
Approval of 2009 appropriation of funds for the U.S. Dept. of Justice Funds in the amount of $16,078.40 to fund purchase of security system.

BACKGROUND

Said funds will be utilized towards the purchase of a security system, with the County of Hidalgo contributing half of the total cost.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1254-412-00-270-014-0-739

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $16,078.40 for the U.S. Dept of Justice Funds to fund the purchase of a security system.

Funds available in unreserved f/b as of 4-16-09

Half of the equipment cost will be funded through the B & G Dept's G/F budget acct #9-1100-419-40-220-001-0-0-739-Available Balance as of 4-16-09 $40,000.00.

Attachments

Link: HIDTA Justice Funds appropriation

Link: HIDTA Backup documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/16/2009 11:28 AM	APRV
2	Ivan Cantu	Ivan Cantu	04/16/2009 03:14 PM	APRV
3	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Nelda Olivarez — Started On: 04/15/2009 04:56 PM

Final Approval Date: 04/17/2009

DATE: April 15, 2009

DEPARTMENT HEAD: Dora L. Munoz

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1254-412-00-270-014-0-XXX (US Dept of Justice Funds)

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME	INCREASE (DECREASE)
9-1254-412-00-270-014-0-	739	Other Structures	16,078.40
		TOTAL APPROPRIATIONS	**16,078.40**

TO APPROPRIATE THE HIDALGO COUNTY HIDTA U.S. DEPARTMENT OF JUSTICE ASSET FORFEITURE FUNDS

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

___/___/___ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

Nelda Olivarez

From: Insley, Anne [Anne.Insley@usdoj.gov]
Sent: Wednesday, April 15, 2009 5:34 PM
To: Nelda Olivarez
Subject: RE: use of Chapter 59 funds

Hi Nelda,

The use of equitably shared funds to purchase a security system and equipment is a permissible use of shared funds. However, the facility is shared jointly with a non-law enforcement county department.
Therefore, shared funds may be used on a pro-rated amount. Please see the Guide to Equitable Sharing (April 2009), Section VIII, letter i, for the pro-rata policy on using shared funds.

Please feel free to contact me at the number below if you have any questions.

Thank you,

Anne Insley
Asset Forfeiture and Money Laundering Section FSA/Criminal Division U.S. Department of Justice 202.353.8880 - phone
202.305.8692 - fax

AI-15072 **22.A.4.**

Hidalgo County-Pest Control Services

CC REGULAR

Date:	04/21/2009
Submitted By:	Eric Trevino, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

A. Requesting recission of action taken by CC on 4/7/2009 to award bid and approval of contract to Orkin, Inc. for Bee Eradication Services Only inasmuch as vendor will not accept sole item services award for project: "Pest Control Services" within Hidalgo County-Bid No. 2009-010-03-04-ERT;

B. Recomending award of Bee Eradication Services item to primary awarded vendor Pro Tech Pest Control with said services to be included in contract C-09-010-04-07/21;

C. Recommending award of bid and approval contract to secondary bidder meeting all specifications and/or requirements as attached hereto for: "Pest Control and Bee Eradication Services" to Mid Valley Pest Control for Hidalgo County -Bid No. 2009-010-03-04-ERT.

BACKGROUND

Contract No. C-09-010-04-21-Pro-Tech Pest Control
Contract No. C-09-010A-04-21-Mid Valley Pest Control.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** co. wide obj. 425

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

BUDGETARY IMPACT:

Funding source for pest control services is obj. 425. Please refer to attached expense report as of 4-17-09 for funding availability (all funds, all depts).

Attachments

Link: Recommendation Memo's,Tabulation sheet and participation log

Link: Contract No. C-09-010-04-21-Pro-Tech Pest Control(Primary)

Link: Contract No. C-09-010A-04-21-Mid Valley Pest Control (Secondary)

Link: Letter from ORKIN

Link: Expense report as of 4-17-09 obj. 425

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2009 11:58 AM	APRV
2	Budget & Management	Veronica Lopez	04/16/2009 01:47 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/16/2009 04:03 PM	APRV
4	Purchasing Department	Marty Salazar	04/16/2009 05:00 PM	APRV
5	Ivan Cantu	Ivan Cantu	04/17/2009 08:15 AM	APRV
6	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Eric Trevino

Started On: 04/15/2009 04:58 PM

Final Approval Date: 04/17/2009

PURCHASING DEPARTMENT
County Of Hidalgo

MAR 1 0 2009
By 10:35AM

MEMORANDUM

TO: Daniel Flores, Director
Hidalgo County Buildings and Grounds

FROM: Eric Trevino, Buyer
Hidalgo County Purchasing Department

DATE: March 6, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-010-03-04-ERT
HIDALGO COUNTY - "PEST CONTROL SERVICES".

Attached you will find copies of the bids responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Monday, March 9, 2009 at 5:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, March 17, 2009.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.) Pro-Tech	Pest Control Services
2.) ORKIN	Bee. Eradication
3.)	
Budget account # -	

Daniel Flores Buildings & Grounds 3/9/09

Authorized Signature | Printed Name | Department | Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

9- 1000-419-40-220-601-00-425

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Commissioner Sylvia Handy
Hidalgo County Precinct No. 1
Attn: Noe Montez

FROM: Eric Trevino, Buyer E.T
Hidalgo County Purchasing Department

DATE: March 6, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-010-03-04-ERT
HIDALGO COUNTY - "PEST CONTROL SERVICES".

Attached you will find copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Monday, March 9, 2009 at 5:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, March 17, 2009.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.) Pro-Tech	Low Bid Meeting Specs
2.) Orkin	Bee Eradication Only
3.)	
Budget account # -	9-1201-431-00-121-005-0-425
	9-1211-452-00-121-013-0-425
	9-1100-432-00-121-001-0-425
	9-1201-431-00-121-004-0-425
	9-

Noe Montez Noe Montez PCT 1 3/11/09

Authorized Signature Printed Name Department Date

PURCHASING DEPARTMENT
County Of Hidalgo

MAR 17 2009 1:13

MEMORANDUM

emailed again on the 12th of March for Correction

TO: Commissioner Hector "Tito" Palacios
Hidalgo County Precinct No. 2
Attn: Yolanda Cisneros

FROM: Eric Trevino, Buyer E.T.
Hidalgo County Purchasing Department

DATE: March 6, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-010-03-04-ERT
HIDALGO COUNTY - "PEST CONTROL SERVICES".

Attached you will find copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Monday, March 9, 2009 at 5:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, March 17, 2009.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.) Pro-Tech Pest Control	Pest Control - Lowest b.dder
2.) Orkin, Inc	Bee Eradication - Lowest bidder
3.)	

Budget account# 9-1100-432-00-122-001-0-425, 9-1200-431-00-122-004-0-425, 9-1202-431-00-122-005-0-425, 9-1202-431-00-122-006-0-425 & 9-1212-452-00-122-008-0-425

Yolanda Cisneros — Yolanda Cisneros — P.U. — 3/13/2009
Authorized Signature — Printed Name — Department — Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Received 3/12/09

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO Commissioner Joe Flores
Hidalgo County Precinct No. 3
Attn: Norma Ceballos

FROM: Eric Trevino, Buyer E.T.
Hidalgo County Purchasing Department

DATE: March 6, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-010-03-04-ERT
HIDALGO COUNTY - "PEST CONTROL SERVICES".

Attached you will find copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept **via fax to (956)-318-2629 or (956) 292-7612 by no later than Monday, March 9, 2009 at 5:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, March 17, 2009.**
If you should have any questions or need additional information please contact me at (956) 318-2626 ext 4882

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.) Pro-Tech Pest Control	Lowest bid
2.) Cinkie, Inc.	Lowest bid in Bee Eradication
3.) Pro-Tech Pest Control	Lowest bid in Termite Treatment

Budget account # 9-1213-452-00-137-008-0-425 & 9-1203-431-00-137-004-0-425

Authorized Signature	Printed Name	Department	Date
J. Flores (KP)	Joe M. Flores	Pct #3	3/9/09

E-MAILED
3/10/09 C.H.

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Commissioner Oscar Garza
Hidalgo County Precinct No. 4
Attn: Juan M. Carranza

FROM: Eric Trevino, Buyer E.T.
Hidalgo County Purchasing Department

DATE: March 6, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-010-03-04-ERT
HIDALGO COUNTY - "PEST CONTROL SERVICES"

Attached you will find copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Monday, March 9, 2009 at 5:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, March 17, 2009.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.) ProTech Pest Control	Base on Lowest price overall
2.) ORKIN, Inc.	Base on Lowest price on bees
3.) ProTech Pest Contro	Base on Lowest price termite
Budget account # -	

Juan M. Carranza Juan M. Carranza Pct 4 3/23/09
Authorized Signature Printed Name Department Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

IBF-RFP-RFQ-RFI

BID OPENING DATE: March 4, 2009 **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY - PEST CONTROL SERVICES"

BID NO.: 2009-010-03-04-ERT

NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
Valley Pest Management Attn: Judith Abrecon	TR	ERT	02/17/09	PO Box 5041 McAllen, Tx 78502 (956) 668-7378 office (956) -fax valleypestmgt@aol.com
Terminix International Attn: Jared Anderson	BLM	ERT	02/17/09	8002 Westway Drive Harlingen, Tx 78550 (956)430-0700 office (956)421-3145-fax Tmx2410@terminix.com janderson@terminix.com
Pro-Tech Pest Control Attn: Raul Martinez	BLM	ERT	02/17/09	P.O. Box 4254 McAllen, Tx 78502 (956) 702-3876-office (956)702-7040-fax Ptpestcontrol@hotmail.com
Lone Star State Pest Control, Inc. Attn: Justin Ramsey	BLM	ERT	02/17/09	507 E. Schunior St. Edinburg, TX 78539 (956)383-2511 office (956)383-2516 fax (956)605-7378 cell lonestarpc@sbcglobal.net
Esparza Pest Control Attn: Rick Valderas	BLM	ERT	02/17/09	5602 S. Sugar Rd. Edinburg, TX 78539 (956)383-4621office (956)702-0000 fax service@epestinc.com
Mid-Valley Pest Control Attn: Benito Campos	BLM	ERT	02/17/09	8002 E. Curry Edinburg, Tx 78539 (956)383-2651 office (956)383-4220 fax Themartian12@sbcglobal.net
Orkin Pest Control Attn: John Zamora	BLM	ERT	02/17/09	222 Hanmore Blvd Harlingen, Tx 78550 (956)423-7196 office (956)412-1532 fax Jzamora1@orkin.com
Ecolab Inc. Attn: Dianne Ferris	EMR	ERT	02/17/09	370 Wabasha Street North - EUC 13 St. Paul, MN 55102-1390 (651) 293-2674 office (651) 293-2682 fax Dianne.ferris@ecolab.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO: 2009-010-03-04-ERT
TABULATION SHEET
2008-2009

DEPARTMENTS		VENDORS		
		PRO-TECH PEST CONTROL	ORKIN, INC	MID VALLEY PEST CONTROL
		PROPOSED 2009	PROPOSED 2009	PROPOSED 2009
Hidalgo County Buildings and Grounds	TOTAL PER MONTH	**$1,410.00**	$5,646.00	$2,130.00
	ADDITIONAL SITES	$.02 /sq. ft	Upon inspection	.02 / sq. ft minimum of $40.00
Hidalgo County Precinct No. 1	TOTAL PER MONTH	**$170.00**	$417.00	$195.00
	ADDITIONAL SITES	$.02 /sq. ft	Upon inspection	.02 / sq. ft minimum of $40.00
Hidalgo County Precinct No. 2	TOTAL PER MONTH	**$210.00**	$656.00	$230.00
	ADDITIONAL SITES	$.02 /sq. ft	Upon inspection	.02 / sq. ft minimum of $40.00
Hidalgo County Precinct No. 3	TOTAL PER MONTH	**$150.00**	$475.00	$210.00
	ADDITIONAL SITES	$.02 /sq. ft	Upon inspection	.02 / sq. ft minimum of $40.00
Hidalgo County Precinct No. 4	TOTAL PER MONTH	**$80.00**	$236.00	$90.00
	ADDITIONAL SITES	$.02 /sq. ft	Upon inspection	.02 / sq. ft minimum of $40.00
Grand Total		**$2,020.00**	$7,430.00	$2,855.00
BEE ERADICATION		Real Call $400.00 False Call $50.00	Real Call $90.00 False Call $0.00	**Real Call $150.00** **False Call $50.00**
TERMITE TREATMENT		**$2.60 per linear ft. (LF)**	Upon request per treatment	$2.60 per linear ft. (LF) $225 minimum per treatment

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-010-04-21

THIS CONTRACT is made and entered into this **21st** day of **April, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **Jose Raul Martinez, Jr. d/b/a Pro-Tech Pest Control (Primary)** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Pest Control Services"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within the Request for Bids (RFB) Procurement Packet, 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 within **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 **Hidalgo County** 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. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on **May 13, 2009**, and expiring on **May 12, 2010** and may be extended at the sole discretion of the County for an additional two (2) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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:	Pro-Tech Pest Control Attn: Raul Martinez P.O. Box 4254 McAllen, Texas 78502

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 County 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 _____, 2009.

APPROVED AS TO FORM

By:_____

COUNTY OF HIDALGO

ATTEST:

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

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: Pro-Tech Pest Control

By:_____
Printed Name: _____
Title:_____

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST
HIDALGO COUNTY
"PEST CONTROL SERVICES"
Bid No: 2009-010-03-04-ERT

1. **Request For Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 9 pages.**
3. **Exhibit "A" Specifications consisting of 9 page.**
4. **Exhibit "B" Bid Page consisting of 5 page.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
7. **Vendor/Bidder Application, consisting of 2 pages.**
8. **W-9 form, consisting of 4 pages.**
9. **Certification Regarding Debarment, consist of 1 page.**
10. **Draft Service Contract, consisting of 6 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

February 17, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

February 17, 2009

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"Pest Control Services"**
Bid No: 2009-010-03-04-ERT

Dear Gentlemen:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar PA

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No:2009-010-03-04-ERT	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext 4882

REQUEST FOR BIDS

HIDALGO COUNTY
"PEST CONTROL SERVICES"

BID OPENING DATE:

March 04, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY – PEST CONTROL SERVICES "**in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2009-010-03-04-ERT- HIDALGO COUNTY- PEST CONTROL SERVICES"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas,**on or before 9:30 A.M, WEDNESDAY, MARCH 04, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No.-2009-010-03-04-ERT--HIDALGO COUNTY-PEST CONTROL SERVICES".**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

  Hidalgo County Purchasing Department
  Martha L. Salazar, Purchasing Agent
  (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY-PEST CONTROL SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County Auditor's Office
  2808 S. Business Hwy 281
  Edinburg, Tx 78539
  (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 A.M.	**March 04, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, **2009**

18. Bid or Performance Bond and Debarment Certification; Payment under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter

pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within

County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO.: 2009-010-03-04-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR BID
"PEST CONTROL SERVICES"
RFB No.: 2009-010-03-04-ERT

EXHIBIT "A"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO. 2009-010-03-04-ERT
SPECIFICATIONS

SCOPE OF SERVICES:

The purpose of this purchase specification (hereinafter specification) is to place into operation a Comprehensive Pest Control Service. The terms and conditions of these specifications will be incorporated into and become an essential part of the contract between Hidalgo County and the Vendor. The scope of services shall consist of the vendor providing Comprehensive Pest Control Program for all flying or crawling insects, mammals', rodents etc. at designated County Facilities.

REQUIREMENTS/SPECIFICATIONS:

1. The Vendor shall furnish all labor, tools, materials and equipment necessary to accomplish the full treatment of pest control services for all areas and buildings specified herein including all rooms, closets, toilets, kitchens, hallways, stairwells, attics, elevators, plus any other building portion or part not specifically described herein.

2. Full treatment pest control services will include inspection and treatment for rats, mice, roaches, moths, ticks, silverfish, ants, earwigs, fleas, scorpions, spiders, wasps, crickets, flies, centipedes, millipedes and yellow jackets plus any other pests not specifically excluded from the contract both inside and outside. Rat and mouse infestations located in burrows in the ground adjacent to buildings are included. If any pests are discovered by County personnel, the Vendor will respond within 24 hours after notification to correct the situation.

3. When necessary to install rodent bait boxes, the Vendor will supply a written report to the County which indicates the box location, date of installation, and removal.

4. Services will be performed by the Vendor during regular hours of operation in the various buildings, except when special conditions require servicing to be done when a building or area is vacated after regular working hours or on weekends. There will be no additional charge for this service.

5. It is intended that the pest control service will be within Hidalgo County and shall have the option to be award to a "primary" and "secondary" vendor. Exhibit "A & B" lists the Hidalgo County sites to be serviced **with an option to add or delete sites.**

6. Walk through's may be scheduled upon Vendors request.

7. The Vendor shall furnish a copy of their current Structural Pest Control Business License with bid.

8. Prior to beginning work, vendor shall furnish Material Safety Data Sheets for all chemicals used in performance of the service.

9. Additional services include bee eradication and/or termite treatment.

10. Termite checks must also be included and findings provided to the Hidalgo County Buildings and Grounds Department Director; however, termite treatment will be done on an as-needed basis.

11. Termite Inspection/Control Treatment shall be on a per call basis.

12. Material, products and/or methods for termite control shall be in accordance with the State Structural Pest Control Board regulations.

13. Each pesticide product or device shall be registered by the EPA and/or the Texas Department of Agriculture for termite control and shall be approved by the Structural Pest Control Board.

14. Termite Control Work for subterranean Termite Post Construction Treatment, subterranean Termite Pre-Construction, Partial Treatment, and Spot Treatment, shall be in accordance with the Structural Pest Control Act.

15. Contractor shall submit a disclosure document Statement and cost Estimate as outlined by the State of Texas Structural Pest Control Board treatment Standards for Termite Control, to Hidalgo County Buildings and Grounds Department. Before conducting any termite treatment

16. Once Hidalgo County Buildings and Grounds have approved the Disclosure Document Statement and Cost Estimate, a purchase order will be issued by the Hidalgo County Purchasing Agent.

17. The vendor shall furnish all labor, materials, equipment, and supervision necessary for the eradication of bees as per calls referred to it by the Hidalgo County Health Department. It is specifically understood and agreed that all services provided under this agreement must be based upon calls received. On an as needed basis.

VENDOR RESPONSIBILITIES:

1. The Vendor must also inspect site for possible usage of habitat for nocturnal flying mammals, (Bats), without incurring any additional cost.

2. The Vendor is to coordinate all work with the Hidalgo County for the area being treated and with an inspection and service schedule at the start of the treatment program. A County representative must sign a service ticket to authenticate that service was performed at each building.

3. A copy of this signed statement must be included with each monthly invoice.

4. The Vendor is responsible for the implementation of the pest control programs required by this contract. The Vendor is responsible for providing pesticide applicators that have been trained and certified by a properly designated State lead agency as competent to handle and apply the classes of pesticide products necessary to implement the pest control programs required by this contract.

5. The Vendor is further responsible for the pest control programs required under this contract fully complying with the applicable Federal, State, and local pesticide laws and regulations within the legal jurisdiction that the premises covered by this contract are located.

6. The Vendor shall report to Hidalgo County any evidence or conditions conducive to pest infestation, which is not covered in the contract, at the time such condition is first noticed.

7. The Vendor shall provide one call-back service per month at no additional charge to Hidalgo County. Call-back service will be in request by Hidalgo County when previous treatment fails to control the pests specified herein.

8. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply

with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s) or other vendor. In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

VENDOR(S) QUALIFICATIONS:

1. Vendor must have been in the commercial structural pest control business for a minimum of three (3) years.

2. The vendor shall be Licensed and Regulated by the Structural Pest Control Board and Licensed and regulated under the Structural Pest Control Act.

3. Provide documentation of applicable licenses, certification, and/or commercial experience for vendor, Certified Commercial Applicator, and Licensed Commercial Technician when requested by Hidalgo County. Hidalgo County reserves the right to request documentation at any time during the service period.

4. The vendor shall be Licensed and Regulated by the Structural Pest Control Board and Licensed and regulated under the Structural Pest Control Act.

SERVICE SCHEDULE:

1. At mutually agreeable dates, the contract awarded vendor shall meet with Hidalgo County to review and approve scheduling prior to begin service for Hidalgo County.

2. Vendor shall furnish Hidalgo County Buildings and Grounds a monthly schedule of dates and how many times the area was serviced.

3. Vendor shall be prepared to provide tentative dates and a schedule to accomplish the specified work.

4. **Revisions may be made in the event a building is added or deleted from the services**. Due to new Facilities becoming available during the term of this bid, listed sites will change.

5. Vendor will not perform any services or deliver any times until a purchase order number is assigned by the designated employee of the department. Vendor will reference contract number and purchase order number on all invoices submitted to Hidalgo County Auditor's Office. The County will not be held responsible for payment of items/services delivered without authorized purchase orders.

WORK HOURS:

1. All scheduled service shall be performed during the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday.

SPECIAL SERVICE DUE TO RE-INFESTATION:

1. Special service to address re-infestation shall be provided during or after hours, as requested by Hidalgo County.

2. Vendor shall respond to request for special service within 24 hours of notification and shall be provided at no additional cost to Hidalgo County until the infestation is under control or eliminated.

EMERGENCY SERVICE DUE TO RE-INFESTATION:

1. Emergency services due to re-infestation, defined as only those services which Hidalgo County considers to be hazardous or detrimental to employee health or negatively affect Hidalgo County operations, shall be provided under the regular monthly service at no additional cost to Hidalgo County.

2. Vendor shall respond to the request for emergency service and be on-site within four hours of notification by Hidalgo County when request is made between the hours of 8:00 AM and 5:00 PM. Emergency service will only be requested when the above definition is met, otherwise the re-infestation will be requested as a special service.

3. Inside and outside treatment shall include the placement of rat or rodent control bait in and around the building as required. Technician shall place bait in areas or devices that will prevent ingestion by other pets and not accessible to the public.

4. Vendor shall provide on an as-needed basis a minimum amount of two rodent trapping devices per building at no charge to Hidalgo County.

5. Vendor shall determine the type and quantity of chemicals and compounds and ensure that they are used in strict conformance with the manufacturer's instructions and specifically approved for areas in which they are to be used.

6. Vendor shall leave the work area clean and free of materials, debris, and vendor equipment to the satisfaction of the authorized Hidalgo County Representative. Vendor shall remove from the premises and dispose of all chemical containers and packaging used in performance of the service and properly dispose of dead rodents and pest in strict accordance with all applicable federal, state and local laws and regulations.

BUILDING RESTRICTIONS:

Parking:

1. Vendor shall make arrangements with the authorized Hidalgo County Representative prior to offloading equipment at the job site.
2. Vendor shall park only in parking spaces designated by the authorized Hidalgo County Representative.

Restrooms:

1. Restrooms shall not be used for washing of tools and equipment or the mixing and preparation of chemicals.
2. Vendor shall coordinate the mixing and preparation of chemicals with the representative.

Access:

1. Vendor shall make prior arrangements with the authorized representative for access to the building(s) for performance of the service.

TERM OF CONTRACT:

1. The Contract unit prices will remain firm for an initial of one (1) year with Hidalgo County's sole discretion to extend the contract for an additional two (2) year terms under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

CONTRACT PRICE:

1. An individual Bid Price must be submitted for each building listed. Prices must be firm for the entire contract period and each consecutive contract period. Prices shall include travel cost.

2. Additional sites will be priced based on square footage.

DISQUALIFICAITONS OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the

rejection of his/her bid or bids:

1. Evidence of collusion among bidders.

2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.

3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.

4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

5. Failure to comply with the submittals of this specification.

INVOICING:

1. All invoices submitted by Vendor must reference the purchaser order number(s) and contract number on the invoice. Hidalgo County will not pay invoices that are in excess of the amount authorized by the purchase order number.

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 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.

ADDITIONAL INFORMATION:

Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

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 TO (956) 292-7612 OR VIA E-MAIL TO eric.trevino@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, February 25, 2009@ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later *than* **FRIDAY, February 27, 2009 @ 5:00 P.M..**

EXHIBIT "A"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO. 2009-010-03-04-ERT
SERVICE SITE LIST

The following listed sites are to be billed to:

Hidalgo County Building & Grounds
3100 S. Bus. 281, Bldg. D
Edinburg, Texas 78539
Contact: Daniel Flores 956-289-7850, 289-7851, 289-7852 or 289-7855
956-318-2648- fax

1	Administration Building 100 E. Cano Edinburg, Texas	2	Courthouse 100 N. Closner Edinburg, Texas	3	Courthouse, Annex I 100 N. Closner Edinburg, Texas
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	5	Old Juvenile Detention 3100 S. Hwy 281 Edinburg, Texas	6	Precinct No. 3- Office (f/k/a La Mansion) 2401 N. Moorefield Mission, Texas
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	9	Extension Service 410 N. 13th Edinburg, Texas
10	DPS 410 N. 13th Edinburg, Texas	11	Health Department 1304 S. 25th Street Edinburg, Texas	12	McAllen License 300 E. Hackberry McAllen, Texas
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	15	McAllen Health 300 E. Hackberry McAllen, Texas
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	18	JP's, Constable Offices, Health & WIC Clinics 708 N. Edinburg St. Elsa, Texas
19	Health/WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Tx	20	Mission License 722 Breyfogle Mission, Texas	21	Weslaco License 1902 Joe Stephens Weslaco, Texas
22	Community Resource Center/WIC 6th Street San Carlos, Texas	23	Hidalgo Health/WIC Clinic 702 E. Tejano Hidalgo, Texas	24	JP Office 1902 Joe Stephens Weslaco, Texas
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	26	After Care Program (Bill Separately) 1711 N. Bridge Weslaco, Texas	27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Texas	30	430th District Court 111 South 9th Street Edinburg, Texas
31	Community Resource Center 509 E. Earling Road San Juan, Texas	32	Restitution Center (Bill Separately) 1124 N. M Road Edinburg, Texas	33	Horizon Building 224 N. 12 Ave. Edinburg, Texas
34	Bennet Building 216 N. 12 Ave. Edinburg, Texas	35	Adult Probation Facility 3100 S. Bus. 281, Bldg.-B Edinburg, Tx	36	Administration Building (fka K-Mart Bldg) 2802 S. Bus. Hwy 281 Edinburg, Tx
37	JP'S AND CONSTABLES OFFICES 730 Breyfogle Mission, Texas	38	Boy's and Girl's Club 6th St. San Carlos, Texas	39	Progreso Resource Center 5 Miles South Bus. 83 on FM 1015 Progreso, Texas
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas	42	Juvenile Justice Center(approx.140,000 sq. ft) 1001 N. Doolittle Edinburg, Texas
43	HIDTA Task Force -Offices 3100 S. Closner Edinburg, Tx	44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, Tx	45	Buildings and Grounds -Storage (4 Buildings -9964 sq ft total) 3100 S Bus. 281, Bldgs. D-G Edinburg, TX
46	County Clerks- Document Storage (f/n/a Robert Chevrolet) 317 N. Closner Edinburg, Tx	47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, Tx	48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516
49	Election Warehouse 317 N. Closner Edinburg, Tx				

-OTHER COUNTY SITES:

50 **ADDITIONAL COUNTY BUILDINGS (PRICE PER SQ. FT./ MONTH)**	
HIDALGO COUNTY PRECINCT NO. 1 SITES: 1. 1902 Joe Stephens- Weslaco, Texas 2. Precinct No. 1 Parks Office- Delta Lake & shop 3. Precinct No. 1 Shop- 1902 Joe Stephens (Rear), Weslaco, Tx 4. Precinct No. 1 Two (2) each Portable Buildings at Sunrise Hill Park, Weslaco, Tx 5. Sunrise Hill- Pavilion, Weslaco, Tx 6. Veterans Park Facilities, Monte Alto, Tx 7. Collection Site (UNDER CONTRUCTION) North of Sunrise Hill Park, Weslaco Tx	**BILLING ADDRESS:** 1902 Joe Stephens Weslaco, Texas 78596 Contact: Joseph Palacios/Noe Montez 956-968-8733
HIDALGO COUNTY PRECINCT NO. 2 SITES: 1. Corner of State & Birch- 301 E. State - Pharr 2. Corner of State & Corner Office- 329 E. State- Pharr 3. Mechanic Precinct No. 2 Shop- 329 E. State- Pharr 4. Cypress Street- 109 N. Cypress- Pharr 5. Las Milpas- Pharr- 3 Buildings- 6 2 Miles S. 281 6. McAllen Palmer Pavilion- 301 E. Hackberry #R- McAllen 7. McAllen Les Gilmore Kitchen- 301 E. Hackberry #R- McAllen 8. McAllen House- 301 E. Hackberry- #HSE- McAllen 9. Pharr-Lopezville-Rodriguez & Minnesota (RR) 10. Office- El Gato Collection Site- El Gato Road East Of Tower- Alamo	**BILLING ADDRESS:** 301 E. State Pharr, Texas 78577 Contact: Yolanda Cisneros 956-787-1891
HIDALGO COUNTY PRECINCT NO. 3 SITES: 1. Veteran Pavilion- 1 Mile South Inspiration Road- Mission 2. Barbecue House, 1 Mile South Inspiration Road- Mission 3. Los Ebanos Pavilion- Los Ebanos 4. Anzalduas Park Office, 6 Miles South Conway- Mission 5. Hidalgo County Precinct No. 3 Office -724 N. Breyfogle- Mission 6. Hidalgo County Precinct No. 3 Office-7 Mile Line between Iowa and Texan Rd 7. Motor Pool (mechanic shop)- 7 Mile Line between Iowa and Texan Rd	**BILLING ADDRESS:** 724 N. Breyfogle Mission, Texas 78574 Contact Person: Norma Ceballos 956-585-4509
HIDALGO COUNTY PRECINCT NO. 4 SITES: 1. Precinct No. 4 Office- 1102 N. Doolittle- Edinburg Tx 2. Precinct No. 4 Shop Office & Vehicle Service Area- 1102 N. Doolittle-Edinburg, Tx 3. Precinct No. 4 Recovery Center- 1102 N. Doolittle, Edinburg Tx 4. Precinct No. 4 Office -1051 N. Doolittle- Edinburg, Tx	**BILLING ADDRESS:** 1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Gloria Beltran 956-383-3112

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY
REQUEST FOR BID
"PEST CONTROL SERVICES"
RFB: 2009-010-03-04-ERT

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO. 2009-010-03-04-ERT
BID PAGE

Hidalgo County Sites: The following listed sites are to be billed to:

Hidalgo County Building & Grounds
3100 S. Bus. 281, Bldg. D
Edinburg, Texas 78539
Contact: Daniel Flores 956-289-7850, 289-7851,289-7852, 289-7855
956-318-2648 fax

	SITES & ADDRESSES	PRICE (per month)		SITES & ADDRESSES	PRICE (per month)		SITES & ADDRESSES	PRICE (per month)
1	Administration Bldg. 100 E. Cano Edinburg, Texas	$	2	Courthouse 100 N. Closner Edinburg, Texas	$	3	Courthouse, Annex I 100 N. Closner Edinburg, Texas	$
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	$	5	Old Juvenile Detention 1300 S. Hwy 281 Edinburg, Texas	$	6	Precinct No. 3-Offices(f/k/a-La Mansion) 2401 N. Moorefield Mission, Texas	$
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	$	8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	$	9	Extension Service 410 N. 13th Edinburg, Texas	$
10	DPS 410 N. 13th Edinburg, Texas	$	11	Health Department 1304 S. 25th Street Weslaco, Texas	$	12	McAllen License 300 E. Hackberry McAllen, Texas	$
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	$	14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	$	15	McAllen Health Clinic 300 E. Hackberry McAllen, Texas	$
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	$	17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	$	18	JP's, Constables offices & Elsa Health/WIC Clinics 708 N. Edinburg St. Elsa, Texas	$
19	Health & WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Texas	$	20	Mission License 722 Breyfogle Mission, Texas	$	21	Weslaco License 1902 Joe Stephens Weslaco, Texas	$
22	Community Resource Center/WIC 6th Street San Carlos, Texas	$	23	Hidalgo Health/WIC Clinics 702 E. Tejano Hidalgo, Texas	$	24	JP Office 1902 Joe Stephens Weslaco, Texas	$
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	$	26	After Care Program(Bill Separately) 1711 N. Bridge Weslaco, Tx	$	27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas	$
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	$	29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Tx	$	30	430th District Court 111 South 9th Street Edinburg, Texas	$
31	Community Resource Center 509 E. Earling Road San Juan, Texas	$	32	Restitution Center(Bill Separately) 1124 N. M Road Edinburg, Tx	$	33	Horizon Building 224 N. 12 Ave. Edinburg, Texas	$
34	Bennet Building 216 N. 12 Ave. Edinburg, Texas	$	35	Adult Probation Facility 3100 S. Bus. 281, Bldg. -B Edinburg, Texas	$	36	Administration Building (fka K-Mart Building) 2802 S. Bus. 281 Edinburg, Texas	$
37	JP'S & Constables offices 730 Breyfogle Mission, Texas	$	38	Boy's and Girl's Club 6th St. San Carlos, Texas	$	39	Progreso Resource Center 5 Mile South Bus. 83 on FM 1015 Progreso, Texas	$
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	$	41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas	$	42	Juvenile Justice Center (approx. 140,000 sq ft.) 1001 N. Doolittle Edinburg, Tx	$

43	HIDTA Task Force -Offices 3100 S. Closner- Edinburg, TX	$	44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, TX	$	45	Buildings and Grounds –Storage (4 Buildings -9964 sq. ft total) 3100 S. Bus. 281, Bldgs. D-G Edinburg, TX	$
46	County Clerks- Document Storage (f/n/a Robert's Chevrolet) 317 N. Closner Edinburg, Tx	$	47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, TX	$	48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516	$
49	Election Warehouse 317 N. Closner Edinburg, Tx	$						

HIDALGO COUNTY PRECINCT NO. 1 SITES:

BILL TO ADDRESS:
1902 Joe Stephens
Weslaco, Texas 78596
Contact: Joseph Palacios 956-968-8733

1.	Precinct No 1 Office 1902 Joe Stephen Weslaco, Texas	$	2.	Precinct No. 1 Parks Office- Delta Lake & Shop	$	3.	Precinct No. 1 Shop- 1902 Joe Stephens (Rear)	$
4.	Precinct No. 1 (Two 2 each) Portable Buildings at Sunrise Hill Park, Weslaco TX.	$	5.	Sunrise Hill-Pavilion Weslaco, Tx	$	6	Veteran Park Facilities Monte Alto, Tx	$
7	Collection Site (Under Construction) North of Sunrise Hill Park, Weslaco, Tx	$						

HIDALGO COUNTY PRECINCT NO. 2 SITES:

BILL TO ADDRESS:
301 E. State
Pharr, Texas 78577
Contact: Yolanda Cisneros 956-787-1891

1	Corner of State & Birch 301 E. State Pharr, Tx	$	2.	Corner of State & Corner Office 329 E. State Pharr, Tx	$	3	Mechanic Precinct No. 2 Shop- 329 E. State Pharr, Tx	$
4	Cypress Street- 109 N. Cypress Pharr, Tx	$	5.	Las Milpas- 3 Buildings 6 ½ Miles S. 281 Pharr, Tx	$	6	McAllen Palmer Pavilion 301 E. Hackberry #R McAllen, Tx	$
7	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R McAllen, Tx	$	8.	McAllen House 301 E. Hackberry- #HSE- McAllen, Tx	$	9.	Lopezville Rodriguez & Minnesota (RR) Pharr, Tx	$
10	Office- El Gato Collection Site El Gato Road East of Tower Alamo, Tx	$						

HIDALGO COUNTY PRECINCT NO. 3 SITES:

BILL TO ADDRESS:
724 N. Breyfogle
Mission, Texas78574
Contact Person: Norma Ceballos 956-585-4509

1.	Veteran Pavilion 1 Mile South Inspiration Road- Mission, TX	$	2.	Barbecue House, 1 Mile South Inspiration Road- Mission, TX	$	3.	Los Ebanos Pavilion- Los Ebanos, TX	$
4.	Anzalduas Park Office 6 Miles South Conway Mission, Tx	$	5	Hidalgo Cty.Pct No. 3 Office 724 N. Breyfogle Mission, TX	$	6.	Hidalgo County Pct. 3 Office 7 Mile Line Between Iowa & Texan Rd. Mission, Tx	$
7	Motor Pool (mechanic shop) 7 Mile Line between Iowa and Texan Rd Mission, TX	$						

HIDALGO COUNTY PRECINCT NO. 4 SITES:						BILLING ADDRESS: 1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Gloria Beltran 956-383-3112		
1	Hidalgo Cty. Pct. 4 (Office) 1102 N. Doolittle Edinburg, Tx	$	2	Hidalgo Cty. Pct. 4(Shop Office & Vehicle Service Area) 1102 N. Doolittle Edinburg, Tx	$	3	Hidalgo Cty. Pct. 4(Recovery Center) 1102 N. Doolittle Edinburg, Tx	$
4	Hidalgo Cty. Pct. 4 (New Offices) 1101 N. Doolittle Edinburg, Tx	$						

LUMP SUM MONTHLY PRICES AND ADDITIONAL SITES PER SQ/FT	**$**	
TOTAL PRICE PER MONTH- HIDALGO COUNTY SITES:	**$**	
UNIT PRICE FOR THE **ADDITION** OF AN HIDALGO COUNTY SITE:	**$**	**sq. ft.**
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 1:	**$**	**sq. ft.**
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 1 SITE:	**$**	**sq. ft.**
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 2:	**$**	**sq. ft.**
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 2 SITE:	**$**	**sq. ft.**
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 3:	**$**	**sq. ft.**
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 3 SITE:	**$**	**sq. ft.**
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 4:	**$**	**sq. ft**
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 4 SITE:	**$**	**sq. ft**
ADDITIONAL SERVICES:		
	PRICE PER EACH CALL	**TOTAL PRICE**
BEE ERADICATION: 1. Fees for extermination/handling of "live bees" for the County, each call being a "real call" confirmed by the Hidalgo County Buildings and Grounds 2. Fees for calls that do not require extermination/handling of "live bees" for the County each call being a "false call".	$_____ $_____	$_____ $_____
TERMITE TREATMENT:	$_____	per treatment

BIDDER'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR BIDS
"PEST CONTROL SERVICES"
RFB No.: 2009-010-03-04-ERT

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County 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: $_____ General Liability: $

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

	OFFICE USE ONLY
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.	Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ( )
dba Name:	
Legal Name:	
Mailing Address:	Fax No. ( )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
VENDOR'S BID

BIDDER'S NAME: Pro-Tech Pest Control

ADDRESS: P.O. Box 4254

CITY/STATE/ZIP CODE: McAllen, TX 78502

PHONE NUMBER: (956) 686-9998 FAX NUMBER: —

E-MAIL ADDRESS: ptpest control@hotmail.com

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Raul Martinez TITLE: OWNER

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO. 2009-010-03-04-ERT
BID PAGE

Hidalgo County Sites: The following listed sites are to be billed to:

Hidalgo County Building & Grounds
3100 S. Bus. 281, Bldg. D
Edinburg, Texas 78539
Contact: Daniel Flores 956-289-7850, 289-7851,289-7852, 289-7855
956-318-2648 fax

	SITES & ADDRESSES	PRICE (per month)		SITES & ADDRESSES	PRICE (per month)		SITES & ADDRESSES	PRICE (per month)
1	Administration Bldg. 100 E. Cano Edinburg, Texas	$ 30	2	Courthouse 100 N. Closner Edinburg, Texas	$ 40	3	Courthouse, Annex I 100 N. Closner Edinburg, Texas	$ 40
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	$ 20	5	Old Juvenile Detention 1300 S. Hwy 281 Edinburg, Texas	$ 20	6	Precinct No. 3-Offices(f/n/a-La Mansion) 2401 N. Moorefield Mission, Texas	$ 30
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	$ 20	8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	$ 20	9	Extension Service 410 N. 13th Edinburg, Texas	$ 20
10	DPS 410 N. 13th Edinburg, Texas	$ 20	11	Health Department 1304 S. 25th Street Weslaco, Texas	$ 20	12	McAllen License 300 E. Hackberry McAllen, Texas	$ 20
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	$ 30	14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	$ 20	15	McAllen Health Clinic 300 E. Hackberry McAllen, Texas	$ 20
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	$ 30	17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	$ 20	18	JP's, Constables offices & Elsa Health/WIC Clinics 708 N. Edinburg St. Elsa, Texas	$ 40
19	Health & WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Texas	$ 30	20	Mission License 722 Breyfogle Mission, Texas	$ 20	21	Weslaco License 1902 Joe Stephens Weslaco, Texas	$ 20
22	Community Resource Center/WIC 6th Street San Carlos, Texas	$ 20	23	Hidalgo Health/WIC Clinics 702 E. Tejano Hidalgo, Texas	$ 30	24	JP Office 1902 Joe Stephens Weslaco, Texas	$ 20
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	$ 20	26	After Care Program(Bill Separately) 1711 N. Bridge Weslaco, Tx	$ 50	27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas	$ 50
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	$ 30	29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Tx	$ 50	30	430th District Court 111 South 9th Street Edinburg, Texas	$ 20
31	Community Resource Center 509 E. Earling Road San Juan, Texas	$ 20	32	Restitution Center(Bill Separately) 1124 N. M Road Edinburg, Tx	$ 60	33	Horizon Building 224 N. 12 Ave. Edinburg, Texas	$ 20
34	Bennet Building 216 N. 12 Ave. Edinburg, Texas	$ 20	35	Adult Probation Facility 3100 S. Bus. 281, Bldg. -B Edinburg, Texas	$ 40	36	Administration Building (fka K-Mart Building) 2802 S. Bus. 281 Edinburg, Texas	$ 40
37	JP'S & Constables offices 730 Breyfogle Mission, Texas	$ 20	38	Boy's and Girl's Club 6th St. San Carlos, Texas	$ 20	39	Progreso Resource Center 5 Mile South Bus. 83 on FM 1015 Progreso, Texas	$ 20
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	$ 10	41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas	$ 20	42	Juvenile Justice Center (approx. 140,000 sq ft.) 1001 N. Doolittle Edinburg, Tx	$ 140

43	HIDTA Task Force -Offices 3100 S. Closner- Edinburg, TX	$ 20	44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, TX	$ 20	45	Buildings and Grounds –Storage (4 Buildings -9964 sq. ft total) 3100 S. Bus. 281, Bldgs. D-G Edinburg, TX	$ 30
46	County Clerks- Document Storage (f/n/a Robert's Chevrolet) 317 N. Closner Edinburg, Tx	$ 20	47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, TX	$ 20	48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516	$ 30
49	Election Warehouse 317 N. Closner Edinburg, Tx	$ 20						

HIDALGO COUNTY PRECINCT NO. 1 SITES:

BILL TO ADDRESS:
1902 Joe Stephens
Weslaco, Texas 78596
Contact: Joseph Palacios 956-968-8733

1.	Precinct No 1 Office 1902 Joe Stephen Weslaco, Texas	$ 20	2.	Precinct No. 1 Parks Office- Delta Lake & Shop	$ 30	3.	Precinct No. 1 Shop- 1902 Joe Stephens (Rear)	$ 20
4.	Precinct No. 1 (Two 2 each) Portable Buildings at Sunrise Hill Park, Weslaco TX.	$ 30	5.	Sunrise Hill-Pavilion Weslaco, Tx	$ 30	6	Veteran Park Facilities Monte Alto, Tx	$ 20
7	Collection Site (Under Construction) North of Sunrise Hill Park, Weslaco, Tx	$ 20						

HIDALGO COUNTY PRECINCT NO. 2 SITES:

BILL TO ADDRESS:
301 E. State
Pharr, Texas 78577
Contact: Yolanda Cisneros 956-787-1891

1	Corner of State & Birch 301 E. State Pharr, Tx	$ 20	2.	Corner of State & Corner Office 329 E. State Pharr, Tx	$ 20	3	Mechanic Precinct No. 2 Shop- 329 E. State Pharr, Tx	$ 20
4.	Cypress Street- 109 N. Cypress Pharr, Tx	$ 20	5.	Las Milpas- 3 Buildings 6 ½ Miles S. 281 Pharr, Tx	$ 30	6.	McAllen Palmer Pavilion 301 E. Hackberry #R McAllen, Tx	$ 20
7	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R McAllen, Tx	$ 20	8.	McAllen House 301 E. Hackberry- #HSE- McAllen, Tx	$ 20	9.	Lopezville Rodriguez & Minnesota (RR) Pharr, Tx	$ 20
10	Office- El Gato Collection Site El Gato Road East of Tower Alamo, Tx	$ 20						

HIDALGO COUNTY PRECINCT NO. 3 SITES:

BILL TO ADDRESS:
724 N. Breyfogle
Mission, Texas78574
Contact Person: Norma Ceballos 956-585-4509

1	Veteran Pavilion 1 Mile South Inspiration Road- Mission, TX	$ 20	2	Barbecue House, 1 Mile South Inspiration Road- Mission, TX	$ 20	3	Los Ebanos Pavilion- Los Ebanos, TX	$ 20
4.	Anzalduas Park Office 6 Miles South Conway Mission, Tx	$ 20	5.	Hidalgo Cty.Pct No. 3 Office 724 N. Breyfogle Mission, TX	$ 20	6.	Hidalgo County Pct. 3 Office 7 Mile Line Between Iowa & Texan Rd. Mission, Tx	$ 30
7.	Motor Pool (mechanic shop) 7 Mile Line between Iowa and Texan Rd Mission, TX	$ 20						

HIDALGO COUNTY PRECINCT NO. 4 SITES:						BILLING ADDRESS: 1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Gloria Beltran 956-383-3112	
1	Hidalgo Cty. Pct. 4 (Office) 1102 N. Doolittle Edinburg, Tx	$ 20	2	Hidalgo Cty. Pct. 4(Shop Office & Vehicle Service Area) 1102 N. Doolittle Edinburg, Tx	$ 20	3	Hidalgo Cty. Pct. 4(Recovery Center) 1102 N. Doolittle Edinburg, Tx	$ 20
4	Hidalgo Cty. Pct. 4 (New Offices) 1101 N. Doolittle Edinburg, Tx	$ 20						

LUMP SUM MONTHLY PRICES AND ADDITIONAL SITES PER SQ/FT	$	
TOTAL PRICE PER MONTH- HIDALGO COUNTY SITES:	$ 1410.00	
UNIT PRICE FOR THE **ADDITION** OF AN HIDALGO COUNTY SITE:	$ .02	sq. ft.
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 1:	$ 170.00	
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 1 SITE:	$ .02	sq. ft.
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 2:	$ 210.00	
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 2 SITE:	$ .02	sq. ft.
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 3:	$ 150.00	
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 3 SITE:	$ .02	sq. ft.
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 4:	$ 80.00	
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 4 SITE:	$ .02	sq. ft
ADDITIONAL SERVICES:		
	PRICE PER EACH CALL	**TOTAL PRICE**
BEE ERADICATION: 1. Fees for extermination/handling of "live bees" for the County, each call being a "real call" confirmed by the Hidalgo County Buildings and Grounds 2. Fees for calls that do not require extermination/handling of "live bees" for the County each call being a "false call".	$ 400.00 $ 50.00	$ 400.00 $ 50.00
TERMITE TREATMENT: *	$ 2.60 L.F per treatment	

* Measured & priced by Linear Footage

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/03/2009

PRODUCER
Hooper & Hines Insurance
P.O. Box 551506
Dallas TX 75355-1506
(214) 327-6377

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
Pro-Tech Pest Control
Jose Raul Martinez Jr.
P.O. Box 4254
McAllen TX 78502-4254

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Tudor Insurance Co.	37982
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 X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	PGL780732	01/29/2009	01/29/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
		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
PEST CONTROL SERVICES PERFORMED BY THE INSURED

AI 016208

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: MARY MALDONADO
2802 S. HWY 281
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

© ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/25/2009

PRODUCER
Singleterry Insurance
3401 W. Alberta rd
Edinburg, texas 78539

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Jose Raul Martinez Jr. DBA: Protech Pest Control
PO BOX 4254
Mcallen, Tx 78502

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ALLSTATE INSURANCE	
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					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$ 300,000
		[✓] SCHEDULED AUTOS	048799597	12/14/2008	12/14/2009		
		[ ] HIRED AUTOS				BODILY INJURY (Per accident)	$ 500,000
		[ ] NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$ 500,000
		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	$
		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 25 (2001/08)

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Mar 25 2009 3:57PM Singleterry Insurance Age 9566831132 p.2

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-010A-04-21

THIS CONTRACT is made and entered into this **21st** day of **April, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **Mid Valley Pest Control (Secondary)** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Pest Control Services"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within the Request for Bids (RFB) Procurement Packet, 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 within **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 **Hidalgo County** 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. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on **May 13, 2009**, and expiring on **May 12, 2010** and may be extended at the sole discretion of the County for an additional two (2) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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:	Mid Valley Pest Control Attn: Benito Campos, Jr. 8002 Curry Road Edinburg, Texas 78542

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 County 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 _____, 2009.

APPROVED AS TO FORM

By:_____

COUNTY OF HIDALGO

ATTEST:

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

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: Mid Valley Pest Control

By:_____
Printed Name: _____
Title:_____

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"PEST CONTROL SERVICES"
Bid No: 2009-010-03-04-ERT

1. **Request For Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 9 pages.**
3. **Exhibit "A" Specifications consisting of 9 page.**
4. **Exhibit "B" Bid Page consisting of 5 page.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
7. **Vendor/Bidder Application, consisting of 2 pages.**
8. **W-9 form, consisting of 4 pages.**
9. **Certification Regarding Debarment, consist of 1 page.**
10. **Draft Service Contract, consisting of 6 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar 2nd

Martha L. Salazar, CPPB
Purchasing Agent

February 17, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

February 17, 2009

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"Pest Control Services"**
Bid No: 2009-010-03-04-ERT

Dear Gentlemen:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No:2009-010-03-04-ERT	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext 4882

REQUEST FOR BIDS

HIDALGO COUNTY
"PEST CONTROL SERVICES"

BID OPENING DATE:

March 04, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY – PEST CONTROL SERVICES "**in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2009-010-03-04-ERT- HIDALGO COUNTY- PEST CONTROL SERVICES"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas,**on or before 9:30 A.M, WEDNESDAY, MARCH 04, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No.-2009-010-03-04-ERT--HIDALGO COUNTY-PEST CONTROL SERVICES".**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 3:00 P.M., Monday-Friday.

. At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **"HIDALGO COUNTY-PEST CONTROL SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 A.M.	**March 04, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, **2009**

18. Bid or Performance Bond and Debarment Certification; Payment under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter

pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within

County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO.: 2009-010-03-04-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR BID
"PEST CONTROL SERVICES"
RFB No.: 2009-010-03-04-ERT

EXHIBIT "A"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO. 2009-010-03-04-ERT
SPECIFICATIONS

SCOPE OF SERVICES:

The purpose of this purchase specification (hereinafter specification) is to place into operation a Comprehensive Pest Control Service. The terms and conditions of these specifications will be incorporated into and become an essential part of the contract between Hidalgo County and the Vendor. The scope of services shall consist of the vendor providing Comprehensive Pest Control Program for all flying or crawling insects, mammals', rodents etc. at designated County Facilities.

REQUIREMENTS/SPECIFICATIONS:

1. The Vendor shall furnish all labor, tools, materials and equipment necessary to accomplish the full treatment of pest control services for all areas and buildings specified herein including all rooms, closets, toilets, kitchens, hallways, stairwells, attics, elevators, plus any other building portion or part not specifically described herein.

2. Full treatment pest control services will include inspection and treatment for rats, mice, roaches, moths, ticks, silverfish, ants, earwigs, fleas, scorpions, spiders, wasps, crickets, flies, centipedes, millipedes and yellow jackets plus any other pests not specifically excluded from the contract both inside and outside. Rat and mouse infestations located in burrows in the ground adjacent to buildings are included. If any pests are discovered by County personnel, the Vendor will respond within 24 hours after notification to correct the situation.

3. When necessary to install rodent bait boxes, the Vendor will supply a written report to the County which indicates the box location, date of installation, and removal.

4. Services will be performed by the Vendor during regular hours of operation in the various buildings, except when special conditions require servicing to be done when a building or area is vacated after regular working hours or on weekends. There will be no additional charge for this service.

5. It is intended that the pest control service will be within Hidalgo County and shall have the option to be award to a "primary" and "secondary" vendor. Exhibit "A & B" lists the Hidalgo County sites to be serviced **with an option to add or delete sites.**

6. Walk through's may be scheduled upon Vendors request.

7. The Vendor shall furnish a copy of their current Structural Pest Control Business License with bid.

8. Prior to beginning work, vendor shall furnish Material Safety Data Sheets for all chemicals used in performance of the service.

9. Additional services include bee eradication and/or termite treatment.

10. Termite checks must also be included and findings provided to the Hidalgo County Buildings and Grounds Department Director; however, termite treatment will be done on an as-needed basis.

11. Termite Inspection/Control Treatment shall be on a per call basis.

12. Material, products and/or methods for termite control shall be in accordance with the State Structural Pest Control Board regulations.

13. Each pesticide product or device shall be registered by the EPA and/or the Texas Department of Agriculture for termite control and shall be approved by the Structural Pest Control Board.

14. Termite Control Work for subterranean Termite Post Construction Treatment, subterranean Termite Pre-Construction, Partial Treatment, and Spot Treatment, shall be in accordance with the Structural Pest Control Act.

15. Contractor shall submit a disclosure document Statement and cost Estimate as outlined by the State of Texas Structural Pest Control Board treatment Standards for Termite Control, to Hidalgo County Buildings and Grounds Department. Before conducting any termite treatment

16. Once Hidalgo County Buildings and Grounds have approved the Disclosure Document Statement and Cost Estimate, a purchase order will be issued by the Hidalgo County Purchasing Agent.

17. The vendor shall furnish all labor, materials, equipment, and supervision necessary for the eradication of bees as per calls referred to it by the Hidalgo County Health Department. It is specifically understood and agreed that all services provided under this agreement must be based upon calls received. On an as needed basis.

VENDOR RESPONSIBILITIES:

1. The Vendor must also inspect site for possible usage of habitat for nocturnal flying mammals, (Bats), without incurring any additional cost.

2. The Vendor is to coordinate all work with the Hidalgo County for the area being treated and with an inspection and service schedule at the start of the treatment program. A County representative must sign a service ticket to authenticate that service was performed at each building.

3. A copy of this signed statement must be included with each monthly invoice.

4. The Vendor is responsible for the implementation of the pest control programs required by this contract. The Vendor is responsible for providing pesticide applicators that have been trained and certified by a properly designated State lead agency as competent to handle and apply the classes of pesticide products necessary to implement the pest control programs required by this contract.

5. The Vendor is further responsible for the pest control programs required under this contract fully complying with the applicable Federal, State, and local pesticide laws and regulations within the legal jurisdiction that the premises covered by this contract are located.

6. The Vendor shall report to Hidalgo County any evidence or conditions conducive to pest infestation, which is not covered in the contract, at the time such condition is first noticed.

7. The Vendor shall provide one call-back service per month at no additional charge to Hidalgo County. Call-back service will be in request by Hidalgo County when previous treatment fails to control the pests specified herein.

8. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply

with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s) or other vendor. In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

VENDOR(S) QUALIFICATIONS:

1. Vendor must have been in the commercial structural pest control business for a minimum of three (3) years.

2. The vendor shall be Licensed and Regulated by the Structural Pest Control Board and Licensed and regulated under the Structural Pest Control Act.

3. Provide documentation of applicable licenses, certification, and/or commercial experience for vendor, Certified Commercial Applicator, and Licensed Commercial Technician when requested by Hidalgo County. Hidalgo County reserves the right to request documentation at any time during the service period.

4. The vendor shall be Licensed and Regulated by the Structural Pest Control Board and Licensed and regulated under the Structural Pest Control Act.

SERVICE SCHEDULE:

1. At mutually agreeable dates, the contract awarded vendor shall meet with Hidalgo County to review and approve scheduling prior to begin service for Hidalgo County.

2. Vendor shall furnish Hidalgo County Buildings and Grounds a monthly schedule of dates and how many times the area was serviced.

3. Vendor shall be prepared to provide tentative dates and a schedule to accomplish the specified work.

4. **Revisions may be made in the event a building is added or deleted from the services.** Due to new Facilities becoming available during the term of this bid, listed sites will change.

5. Vendor will not perform any services or deliver any times until a purchase order number is assigned by the designated employee of the department. Vendor will reference contract number and purchase order number on all invoices submitted to Hidalgo County Auditor's Office. The County will not be held responsible for payment of items/services delivered without authorized purchase orders.

WORK HOURS:

1. All scheduled service shall be performed during the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday.

SPECIAL SERVICE DUE TO RE-INFESTATION:

1. Special service to address re-infestation shall be provided during or after hours, as requested by Hidalgo County.

2. Vendor shall respond to request for special service within 24 hours of notification and shall be provided at no additional cost to Hidalgo County until the infestation is under control or eliminated.

EMERGENCY SERVICE DUE TO RE-INFESTATION:

1. Emergency services due to re-infestation, defined as only those services which Hidalgo County considers to be hazardous or detrimental to employee health or negatively affect Hidalgo County operations, shall be provided under the regular monthly service at no additional cost to Hidalgo County.

2. Vendor shall respond to the request for emergency service and be on-site within four hours of notification by Hidalgo County when request is made between the hours of 8:00 AM and 5:00 PM. Emergency service will only be requested when the above definition is met, otherwise the re-infestation will be requested as a special service.

3. Inside and outside treatment shall include the placement of rat or rodent control bait in and around the building as required. Technician shall place bait in areas or devices that will prevent ingestion by other pets and not accessible to the public.

4. Vendor shall provide on an as-needed basis a minimum amount of two rodent trapping devices per building at no charge to Hidalgo County.

5. Vendor shall determine the type and quantity of chemicals and compounds and ensure that they are used in strict conformance with the manufacturer's instructions and specifically approved for areas in which they are to be used.

6. Vendor shall leave the work area clean and free of materials, debris, and vendor equipment to the satisfaction of the authorized Hidalgo County Representative. Vendor shall remove from the premises and dispose of all chemical containers and packaging used in performance of the service and properly dispose of dead rodents and pest in strict accordance with all applicable federal, state and local laws and regulations.

BUILDING RESTRICTIONS:

Parking:

1. Vendor shall make arrangements with the authorized Hidalgo County Representative prior to offloading equipment at the job site.
2. Vendor shall park only in parking spaces designated by the authorized Hidalgo County Representative.

Restrooms:

1. Restrooms shall not be used for washing of tools and equipment or the mixing and preparation of chemicals.
2. Vendor shall coordinate the mixing and preparation of chemicals with the representative.

Access:

1. Vendor shall make prior arrangements with the authorized representative for access to the building(s) for performance of the service.

TERM OF CONTRACT:

1. The Contract unit prices will remain firm for an initial of one (1) year with Hidalgo County's sole discretion to extend the contract for an additional two (2) year terms under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

CONTRACT PRICE:

1. An individual Bid Price must be submitted for each building listed. Prices must be firm for the entire contract period and each consecutive contract period. Prices shall include travel cost.

2. Additional sites will be priced based on square footage.

DISQUALIFICAITONS OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the

rejection of his/her bid or bids:

1. Evidence of collusion among bidders.

2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.

3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.

4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

5. Failure to comply with the submittals of this specification.

INVOICING:

1. All invoices submitted by Vendor must reference the purchaser order number(s) and contract number on the invoice. Hidalgo County will not pay invoices that are in excess of the amount authorized by the purchase order number.

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 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.

ADDITIONAL INFORMATION:

Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

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 TO (956) 292-7612 OR VIA E-MAIL TO eric.trevino@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, February 25, 2009@ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later *than* **FRIDAY, February 27, 2009 @ 5:00 P.M..**

EXHIBIT "A"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO. 2009-010-03-04-ERT
SERVICE SITE LIST

The following listed sites are to be billed to:

Hidalgo County Building & Grounds
3100 S. Bus. 281, Bldg. D
Edinburg, Texas 78539
Contact: Daniel Flores 956-289-7850, 289-7851, 289-7852 or 289-7855
956-318-2648- fax

1	Administration Building 100 E. Cano Edinburg, Texas	2	Courthouse 100 N. Closner Edinburg, Texas	3	Courthouse, Annex I 100 N. Closner Edinburg, Texas
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	5	Old Juvenile Detention 3100 S. Hwy 281 Edinburg, Texas	6	Precinct No. 3- Office (f/k/a La Mansion) 2401 N. Moorefield Mission, Texas
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	9	Extension Service 410 N. 13th Edinburg, Texas
10	DPS 410 N. 13th Edinburg, Texas	11	Health Department 1304 S. 25th Street Edinburg, Texas	12	McAllen License 300 E. Hackberry McAllen, Texas
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	15	McAllen Health 300 E. Hackberry McAllen, Texas
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	18	JP's, Constable Offices, Health & WIC Clinics 708 N. Edinburg St. Elsa, Texas
19	Health/WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Tx	20	Mission License 722 Breyfogle Mission, Texas	21	Weslaco License 1902 Joe Stephens Weslaco, Texas
22	Community Resource Center/WIC 6th Street San Carlos, Texas	23	Hidalgo Health/WIC Clinic 702 E. Tejano Hidalgo, Texas	24	JP Office 1902 Joe Stephens Weslaco, Texas
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	26	After Care Program (Bill Separately) 1711 N. Bridge Weslaco, Texas	27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Texas	30	430th District Court 111 South 9th Street Edinburg, Texas
31	Community Resource Center 509 E. Earling Road San Juan, Texas	32	Restitution Center (Bill Separately) 1124 N. M Road Edinburg, Texas	33	Horizon Building 224 N. 12 Ave. Edinburg, Texas
34	Bennet Building 216 N. 12 Ave. Edinburg, Texas	35	Adult Probation Facility 3100 S. Bus. 281, Bldg.-B Edinburg, Tx	36	Administration Building (fka K-Mart Bldg) 2802 S. Bus. Hwy 281 Edinburg, Tx
37	JP'S AND CONSTABLES OFFICES 730 Breyfogle Mission, Texas	38	Boy's and Girl's Club 6th St. San Carlos, Texas	39	Progreso Resource Center 5 Miles South Bus. 83 on FM 1015 Progreso, Texas
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas	42	Juvenile Justice Center(approx.140,000 sq. ft) 1001 N. Doolittle Edinburg, Texas
43	HIDTA Task Force -Offices 3100 S. Closner Edinburg, Tx	44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, Tx	45	Buildings and Grounds -Storage (4 Buildings -9964 sq ft total) 3100 S Bus. 281, Bldgs. D-G Edinburg, TX
46	County Clerks- Document Storage (f/n/a Robert Chevrolet) 317 N. Closner Edinburg, Tx	47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, Tx	48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516
49	Election Warehouse 317 N. Closner Edinburg, Tx				

-OTHER COUNTY SITES:

50 **ADDITIONAL COUNTY BUILDINGS (PRICE PER SQ. FT./ MONTH)**	
HIDALGO COUNTY PRECINCT NO. 1 SITES: 1. 1902 Joe Stephens- Weslaco, Texas 2. Precinct No. 1 Parks Office- Delta Lake & shop 3. Precinct No. 1 Shop- 1902 Joe Stephens (Rear), Weslaco, Tx 4. Precinct No. 1 Two (2) each Portable Buildings at Sunrise Hill Park, Weslaco, Tx 5. Sunrise Hill- Pavilion, Weslaco, Tx 6. Veterans Park Facilities, Monte Alto, Tx 7. Collection Site (UNDER CONTRUCTION) North of Sunrise Hill Park, Weslaco Tx	**BILLING ADDRESS:** 1902 Joe Stephens Weslaco, Texas 78596 Contact: Joseph Palacios/Noe Montez 956-968-8733
HIDALGO COUNTY PRECINCT NO. 2 SITES: 1. Corner of State & Birch- 301 E. State - Pharr 2. Corner of State & Corner Office- 329 E. State- Pharr 3. Mechanic Precinct No. 2 Shop- 329 E. State- Pharr 4. Cypress Street- 109 N. Cypress- Pharr 5. Las Milpas- Pharr- 3 Buildings- 6 2 Miles S. 281 6. McAllen Palmer Pavilion- 301 E. Hackberry #R- McAllen 7. McAllen Les Gilmore Kitchen- 301 E. Hackberry #R- McAllen 8. McAllen House- 301 E. Hackberry- #HSE- McAllen 9. Pharr-Lopezville-Rodríguez & Minnesota (RR) 10. Office- El Gato Collection Site- El Gato Road East Of Tower- Alamo	**BILLING ADDRESS:** 301 E. State Pharr, Texas 78577 Contact: Yolanda Cisneros 956-787-1891
HIDALGO COUNTY PRECINCT NO. 3 SITES: 1. Veteran Pavilion- 1 Mile South Inspiration Road- Mission 2. Barbecue House, 1 Mile South Inspiration Road- Mission 3. Los Ebanos Pavilion- Los Ebanos 4. Anzalduas Park Office, 6 Miles South Conway- Mission 5. Hidalgo County Precinct No. 3 Office -724 N. Breyfogle- Mission 6. Hidalgo County Precinct No. 3 Office-7 Mile Line between Iowa and Texan Rd 7. Motor Pool (mechanic shop)- 7 Mile Line between Iowa and Texan Rd	**BILLING ADDRESS:** 724 N. Breyfogle Mission, Texas 78574 Contact Person: Norma Ceballos 956-585-4509
HIDALGO COUNTY PRECINCT NO. 4 SITES: 1. Precinct No. 4 Office- 1102 N. Doolittle- Edinburg Tx 2. Precinct No. 4 Shop Office & Vehicle Service Area- 1102 N. Doolittle-Edinburg, Tx 3. Precinct No. 4 Recovery Center- 1102 N. Doolittle, Edinburg Tx 4. Precinct No. 4 Office -1051 N. Doolittle- Edinburg, Tx	**BILLING ADDRESS:** 1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Gloria Beltran 956-383-3112

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY
REQUEST FOR BID
"PEST CONTROL SERVICES"
RFB: 2009-010-03-04-ERT

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO. 2009-010-03-04-ERT
BID PAGE

Hidalgo County Sites: The following listed sites are to be billed to:

Hidalgo County Building & Grounds
3100 S. Bus. 281, Bldg. D
Edinburg, Texas 78539
Contact: Daniel Flores 956-289-7850, 289-7851,289-7852, 289-7855
956-318-2648 fax

	STES & ADDRESSES	PRICE (per month)		SITES & ADDRESSES	PRICE (per month)		SITES & ADDRESSES	PRICE (per month)
1	Administration Bldg. 100 E. Cano Edinburg, Texas	$	2	Courthouse 100 N. Closner Edinburg, Texas	$	3	Courthouse. Annex I 100 N. Closner Edinburg, Texas	$
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	$	5	Old Juvenile Detention 1300 S. Hwy 281 Edinburg, Texas	$	6	Precinct No. 3-Offices(f/n/a-La Mansion) 2401 N. Moorefield Mission, Texas	$
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	$	8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	$	9	Extension Service 410 N. 13th Edinburg, Texas	$
10	DPS 410 N. 13th Edinburg, Texas	$	11	Health Department 1304 S. 25th Street Weslaco, Texas	$	12	McAllen License 300 E. Hackberry McAllen, Texas	$
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	$	14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	$	15	McAllen Health Clinic 300 E. Hackberry McAllen, Texas	$
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	$	17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	$	18	JP's, Constables offices & Elsa Health/WIC Clinics 708 N. Edinburg St. Elsa, Texas	$
19	Health & WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Texas	$	20	Mission License 722 Breyfogle Mission, Texas	$	21	Weslaco License 1902 Joe Stephens Weslaco, Texas	$
22	Community Resource Center/WIC 6th Street San Carlos, Texas	$	23	Hidalgo Health/WIC Clinics 702 E. Tejano Hidalgo, Texas	$	24	JP Office 1902 Joe Stephens Weslaco, Texas	$
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	$	26	After Care Program(Bill Separately) 1711 N. Bridge Weslaco, Tx	$	27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas	$
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	$	29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Tx	$	30	430th District Court 111 South 9th Street Edinburg, Texas	$
31	Community Resource Center 509 E. Earling Road San Juan, Texas	$	32	Restitution Center(Bill Separately) 1124 N. M Road Edinburg, Tx	$	33	Horizon Building 224 N. 12 Ave. Edinburg, Texas	$
34	Bennet Building 216 N. 12 Ave. Edinburg, Texas	$	35	Adult Probation Facility 3100 S. Bus. 281, Bldg. -B Edinburg, Texas	$	36	Administration Building (fka K-Mart Building) 2802 S. Bus. 281 Edinburg, Texas	$
37	JP'S & Constables offices 730 Breyfogle Mission, Texas	$	38	Boy's and Girl's Club 6th St. San Carlos, Texas	$	39	Progreso Resource Center 5 Mile South Bus. 83 on FM 1015 Progreso, Texas	$
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	$	41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas	$	42	Juvenile Justice Center (approx. 140,000 sq ft.) 1001 N. Doolittle Edinburg, Tx	$

43	HIDTA Task Force -Offices 3100 S. Closner- Edinburg, TX	$	44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, TX	$	45	Buildings and Grounds -Storage (4 Buildings -9964 sq. ft total) 3100 S. Bus. 281, Bldgs. D-G Edinburg, TX	$
46	County Clerks- Document Storage (f/n/a Robert's Chevrolet) 317 N. Closner Edinburg, Tx	$	47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, TX	$	48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516	$
49	Election Warehouse 317 N. Closner Edinburg, Tx	$						

HIDALGO COUNTY PRECINCT NO. 1 SITES:

BILL TO ADDRESS:
1902 Joe Stephens
Weslaco, Texas 78596
Contact: Joseph Palacios 956-968-8733

1.	Precinct No 1 Office 1902 Joe Stephen Weslaco, Texas	$	2.	Precinct No. 1 Parks Office- Delta Lake & Shop	$	3.	Precinct No. 1 Shop- 1902 Joe Stephens (Rear)	$
4.	Precinct No. 1 (Two 2 each) Portable Buildings at Sunrise Hill Park, Weslaco TX.	$	5.	Sunrise Hill-Pavilion Weslaco, Tx	$	6	Veteran Park Facilities Monte Alto, Tx	$
7	Collection Site (Under Construction) North of Sunrise Hill Park, Weslaco, Tx	$						

HIDALGO COUNTY PRECINCT NO. 2 SITES:

BILL TO ADDRESS:
301 E. State
Pharr, Texas 78577
Contact: Yolanda Cisneros 956-787-1891

1	Corner of State & Birch 301 E. State Pharr, Tx	$	2.	Corner of State & Corner Office 329 E. State Pharr, Tx	$	3	Mechanic Precinct No. 2 Shop- 329 E. State Pharr, Tx	$
4	Cypress Street- 109 N. Cypress Pharr, Tx	$	5.	Las Milpas- 3 Buildings 6 ½ Miles S. 281 Pharr, Tx	$	6.	McAllen Palmer Pavilion 301 E. Hackberry #R McAllen, Tx	$
7.	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R McAllen, Tx	$	8.	McAllen House 301 E. Hackberry- #HSE- McAllen, Tx	$	9.	Lopezville Rodriguez & Minnesota (RR) Pharr, Tx	$
10	Office- El Gato Collection Site El Gato Road East of Tower Alamo, Tx	$						

HIDALGO COUNTY PRECINCT NO. 3 SITES:

BILL TO ADDRESS:
724 N. Breyfogle
Mission, Texas78574
Contact Person: Norma Ceballos 956-585-4509

1.	Veteran Pavilion 1 Mile South Inspiration Road- Mission, TX	$	2	Barbecue House, 1 Mile South Inspiration Road- Mission, TX	$	3	Los Ebanos Pavilion- Los Ebanos, TX	$
4.	Anzalduas Park Office 6 Miles South Conway Mission, Tx	$	5	Hidalgo Cty.Pct No. 3 Office 724 N. Breyfogle Mission, TX	$	6.	Hidalgo County Pct. 3 Office 7 Mile Line Between Iowa & Texan Rd. Mission, Tx	$
7.	Motor Pool (mechanic shop) 7 Mile Line between Iowa and Texan Rd Mission, TX	$						

HIDALGO COUNTY PRECINCT NO. 4 SITES:						BILLING ADDRESS: 1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Gloria Beltran 956-383-3112		
1	Hidalgo Cty. Pct. 4 (Office) 1102 N. Doolittle Edinburg, Tx	$	2	Hidalgo Cty. Pct. 4(Shop Office & Vehicle Service Area) 1102 N. Doolittle Edinburg, Tx	$	3	Hidalgo Cty. Pct. 4(Recovery Center) 1102 N. Doolittle Edinburg, Tx	$
4	Hidalgo Cty. Pct. 4 (New Offices) 1101 N. Doolittle Edinburg, Tx	$						

LUMP SUM MONTHLY PRICES AND ADDITIONAL SITES PER SQ/FT	**$**	
TOTAL PRICE PER MONTH- HIDALGO COUNTY SITES:	**$**	
UNIT PRICE FOR THE **ADDITION** OF AN HIDALGO COUNTY SITE:	**$**	**sq. ft.**
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 1:	**$**	**sq. ft.**
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 1 SITE:	**$**	**sq. ft.**
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 2:	**$**	**sq. ft.**
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 2 SITE:	**$**	**sq. ft.**
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 3:	**$**	**sq. ft.**
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 3 SITE:	**$**	**sq. ft.**
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 4:	**$**	**sq. ft**
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 4 SITE:	**$**	**sq. ft**
ADDITIONAL SERVICES:		
	PRICE PER EACH CALL	**TOTAL PRICE**
BEE ERADICATION: 1. Fees for extermination/handling of "live bees" for the County, each call being a "real call" confirmed by the Hidalgo County Buildings and Grounds 2. Fees for calls that do not require extermination/handling of "live bees" for the County each call being a "false call".	$_____ $_____	$_____ $_____
TERMITE TREATMENT:	$_____ **per treatment**	

BIDDER'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR BIDS
"PEST CONTROL SERVICES"
RFB No.: 2009-010-03-04-ERT

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County 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: $_____ General Liability: $

have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 05/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY
REQUEST FOR BID
"PEST CONTROL SERVICES"
RFB: 2009-010-03-04-ERT

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO. 2009-010-03-04-ERT
BID PAGE

Hidalgo County Sites: The following listed sites are to be billed to:

Hidalgo County Building & Grounds
3100 S. Bus. 281, Bldg. D
Edinburg, Texas 78539
Contact: Daniel Flores 956-289-7850, 289-7851,289-7852, 289-7855
956-318-2648 fax

	SITES & ADDRESSES	PRICE (per month)		SITES & ADDRESSES	PRICE (per month)		SITES & ADDRESSES	PRICE (per month)
1	Administration Bldg. 100 E. Cano Edinburg, Texas	$ 40.00	2	Courthouse 100 N. Closner Edinburg, Texas	$ 45.00	3	Courthouse, Annex I 100 N. Closner Edinburg, Texas	$ 45.00
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	$ 30.00	5	Old Juvenile Detention 1300 S. Hwy 281 Edinburg, Texas	$ 30.00	6	Precinct No. 3-Offices(Fn/a-La Mansion) 2401 N. Moorefield Mission, Texas	$ 45.00
7	DFS & JP Offices 1212 S. 25th Edinburg, Texas	$ 30.00	8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	$ 30.00	9	Extension Service 410 N. 13th Edinburg, Texas	$ 30.00
10	DPS 410 N. 13th Edinburg, Texas	$ 30.00	11	Health Department 1304 S. 25th Street Weslaco, Texas	$ 30.00	12	McAllen License 300 E. Huckberry McAllen, Texas	$ 30.00
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	$ 45.00	14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	$ 45.00	15	McAllen Health Clinic 300 E. Hackberry McAllen, Texas	$ 30.00
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	$ 30.00	17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	$ 30.00	18	JP's, Constables offices & Elsa Health/WIC Clinics 708 N. Edinburg St. Elsa, Texas	$ 45.00
19	Health & WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Texas	$ 45.00	20	Mission License 722 Breyfogle Mission, Texas	$ 30.00	21	Weslaco License 1902 Joe Stephens Weslaco, Texas	$ 30.00
22	Community Resource Center-WIC 6th Street San Carlos, Texas	$ 30.00	23	Hidalgo Health/WIC Clinics 702 E. Tejano Hidalgo, Texas	$ 30.00	24	JP Office 1902 Joe Stephens Weslaco, Texas	$ 30.00
25	Delta Bldg. (Old Jail)-Storage Bldg 3109 S. Hwy 281, -C Edinburg, Texas	$ 30.00	26	After Care Program(Bill Separately) 1711 N. Bridge Weslaco, Tx	$ 85.00	27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas	$ 80.00
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	$ 30.00	29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Tx	$ 105.00	30	430th District Court 111 South 9th Street Edinburg, Texas	$ 30.00
31	Community Resource Center 509 E. Earling Road San Juan, Texas	$ 30.00	32	Restitution Center(Bill Separately) 1124 N. M Road Edinburg, Tx	$ 105.00	33	Horizon Building 224 N. 12 Ave. Edinburg, Texas	$ 30.00
34	Bennet Building 210 N. 12 Ave Edinburg, Texas	$ 30.00	35	Adult Probation Facility 3100 S. Bus. 281, Bldg. -B Edinburg, Texas	$ 65.00	36	Administration Building (fka K-Mart Building) 2802 S. Bus. 281 Edinburg, Texas	$ 65.00
37	JP'S & Constables offices 730 Breyfogle Mission, Texas	$ 30.00	38	Boy's and Girl's Club 6th St. San Carlos, Texas	$ 10.00	39	Progreso Resource Center 5 Mile South Bus. 83 on FM 1015 Progreso, Texas	$ 30.00
40	Old Carpenters Shop 219 E. Tioch Edinburg, Texas	$ 10.00	41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas	$ 30.00	42	Juvenile Justice Center (approx. 148,000 sq ft.) 1061 N. Doolittle Edinburg, Tx	$ 275.00

43	HIDTA Task Force -Offices 3100 S. Closner- Edinburg, TX	$ 30.00	44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, TX	$ 30.00	45	Buildings and Grounds –Storage (4 Buildings -9964 sq. ft total) 3100 S. Bus. 281, Bldgs. D-G Edinburg, TX	$ 30.00
46	County Clerks- Document Storage (f/n/a Robert's Chevrolet) 317 N. Closner Edinburg, Tx	$ 30.00	47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, TX	$ 30.00	48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516	$ 45.00
49	Election Warehouse 317 N. Closner Edinburg, Tx	$ 30.00						

HIDALGO COUNTY PRECINCT NO. 1 SITES:

BILL TO ADDRESS:
1902 Joe Stephens
Weslaco, Texas 78596
Contact: Joseph Palacios 956-968-8733

1.	Precinct No 1 Office 1902 Joe Stephen Weslaco, Texas	$ 25.00	2.	Precinct No. 1 Parks Office- Delta Lake & Shop	$ 35.00	3.	Precinct No. 1 Shop- 1902 Joe Stephens (Rear)	$ 15.00
4.	Precinct No. 1 (Two 2 each) Portable Buildings at Sunrise Hill Park, Weslaco TX.	$ 25.00	5.	Sunrise Hill-Pavilion Weslaco, Tx	$ 40.00	6	Veteran Park Facilities Monte Alto, Tx	$ 20.00
7	Collection Site (Under Construction) North of Sunrise Hill Park, Weslaco, Tx	$ 35.00						

HIDALGO COUNTY PRECINCT NO. 2 SITES:

BILL TO ADDRESS:
301 E. State
Pharr, Texas 78577
Contact: Yolanda Cisneros 956-787-1891

1.	Corner of State & Birch 301 E. State Pharr, Tx	$ 25.00	2.	Corner of State & Corner Office 329 E. State Pharr, Tx	$ 25.00	3.	Mechanic Precinct No. 2 Shop- 329 E. State Pharr, Tx	$ 25.00
4.	Cypress Street- 109 N. Cypress Pharr, Tx	$ 25.00	5.	Las Milpas- 3 Buildings 6 ½ Miles S. 281 Pharr, Tx	$ 35.00	6.	McAllen Palmer Pavilion 301 E. Hackberry #R McAllen, Tx	$ 15.00
7.	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R McAllen, Tx	$ 15.00	8.	McAllen House 301 E. Hackberry- #HSE- McAllen, Tx	$ 15.00	9.	Lopezville Rodriguez & Minnesota (RR) Pharr, Tx	$ 25.00
10	Office- El Gato Collection Site El Gato Road East of Tower Alamo, Tx	$ 25.00						

HIDALGO COUNTY PRECINCT NO. 3 SITES:

BILL TO ADDRESS:
724 N. Breyfogle
Mission, Texas78574
Contact Person: Norma Ceballos 956-585-4509

1.	Veteran Pavilion 1 Mile South Inspiration Road- Mission, TX	$ 30.00	2.	Barbecue House, 1 Mile South Inspiration Road- Mission, TX	$ 30.00	3.	Los Ebanos Pavilion- Los Ebanos, TX	$ 30.00
4	Anzalduas Park Office 6 Miles South Conway Mission, Tx	$ 30.00	5.	Hidalgo Cty.Pct No. 3 Office 724 N. Breyfogle Mission, TX	$ 30.00	6.	Hidalgo County Pct. 3 Office 7 Mile Line Between Iowa & Texan Rd. Mission, Tx	$ 30.00
7.	Motor Pool (mechanic shop) 7 Mile Line between Iowa and Texan Rd Mission, TX	$ 30.00						

HIDALGO COUNTY PRECINCT NO. 4 SITES:						BILLING ADDRESS: 1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Gloria Beltran 956-383-3112		
1	Hidalgo Cty. Pct. 4 (Office) 1102 N. Doolittle Edinburg, Tx	$ 25.00	2	Hidalgo Cty. Pct. 4(Shop Office & Vehicle Service Area) 1102 N. Doolittle Edinburg, Tx	$ 25.00	3	Hidalgo Cty. Pct. 4(Recovery Center) 1102 N. Doolittle Edinburg, Tx	$ 15.00
4	Hidalgo Cty. Pct. 4 (New Offices) 1101 N. Doolittle Edinburg, Tx	$ 25.00						

LUMP SUM MONTHLY PRICES AND ADDITIONAL SITES PER SQ/FT	$		
TOTAL PRICE PER MONTH- HIDALGO COUNTY SITES:	$ 2,130.00		
UNIT PRICE FOR THE **ADDITION** OF AN HIDALGO COUNTY SITE:	$ .02	sq. ft.	MIN. $40.00
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 1:	$ 195.00	sq. ft.	
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 1 SITE:	$ .02	sq. ft.	MIN. $40.00
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 2:	$ 230.00	sq. ft.	
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 2 SITE:	$ .02	sq. ft.	MIN. $40.00
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 3:	$ 210.00	sq. ft.	
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 3 SITE:	$ .02	sq. ft.	MIN. $40.00
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 4:	$ 90.00	sq. ft	
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 4 SITE:	$ .02	sq. ft	MIN. $40.00
ADDITIONAL SERVICES:			

	PRICE PER EACH CALL	TOTAL PRICE
BEE ERADICATION: 1. Fees for extermination/handling of "live bees" for the County, each call being a "real call" confirmed by the Hidalgo County Buildings and Grounds	$ 150.00	$ 150.00
2. Fees for calls that do not require extermination/handling of "live bees" for the County each call being a "false call".	$ 50.00	$ 50.00
TERMITE TREATMENT: 2.60/LINEAR FOOT		$ 225.00 MIN. per treatment

BIDDER'S NAME: MID VALLEY PEST CONTROL

ADDRESS: 8002 CURRY RD.

CITY/STATE/ZIP CODE: EDINBURG TX 78542

PHONE NUMBER: 956-383-2651 FAX NUMBER: 956-287-7717

E-MAIL ADDRESS: BenitoCamposJR.@SBCGLOBAL.NET

AUTHORIZED SIGNATURE: Benito Campos Jr.

PRINTED NAME: BENITO CAMPOS JR. TITLE: OWNER

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF [illegible]

THIS CERTIFICATE [illegible]SSUED AS A MATTER OF INFORMATION ONLY AND CONFER[illegible] NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PRODUCER

GSM Insurors-San Antonio
P O Box 1478
Rockport TX 78382
Phone: 361-729-5414 Fax: 361-729-3817

INSURED

Mid Valley Pest Control
Benito Campos dba
8002 E Curry Rd
Edinburg TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: StarNet 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	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	PSP000557302	09/26/08	09/26/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 5000 $ 1000000 $ 2000000 $ 2000000
		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 is named as additional insured on the general liability policy if required by written contract.

CERTIFICATE HOLDER

HIDALG3

Hidalgo County
Fax#956-292-7612
Attn: Sandra Montalvo
2802 S. Closner Blvd
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIR[illegible] DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRIT[illegible] NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO S[illegible] IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS [illegible] REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Nancy Zacontz

© ACORD CORPORATION

Allstate
You're in good hands.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/17/08

PRODUCER
Hector Dominguez / Agent
2005 N Conway Ave Ste A
Mission, Texas 78572

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
Benito Campos
DBA Mid Valley Pest Control
8002 E Curry Rd
Edinburg, Tx 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Allstate Auto Commercial	
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 [X] 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					
		[ ] ANY AUTO	048875930	09/22/2008	09/22/2009	COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$ 300,000
		[X] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$ 500,000
		[ ] HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$ 500,000
		[ ] 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	$
		OTHER				E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Pest Control

CERTIFICATE HOLDER
Hidalgo County
2802 S Closner Blvd
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 15 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 Hector Dominguez

ACORD 25 (2001/08)

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S3-2

ACORD CERTIFICATE OF LIABILITY INSURANCE

12/12/2008

PRODUCER
IES E. CAPT
IES E. CAPT & ASSOCIATES
O. BOX 126

Juan, TX 78589-0126

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 BENITO CAMPOS JR. DBA MID VALLEY PEST CONTROL
8002 CURRY ROAD

EDINBURG, TX 78539

INSURER A: TEXAS MUTUAL INS COMPANY
INSURER B:
INSURER C:
INSURER D:
INSURER E:

VERAGES

HE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING NY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR AY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH OLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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				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 LIABILITY				EACH OCCURRENCE	$
OCCUR / CLAIMS MADE				AGGREGATE	$
					$
DEDUCTIBLE					$
RETENTION $					$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY WORKERS' COMP	SBP0001173978200611O2	12/12/2008	12/12/2009	X WC STATU-TORY LIMITS / OTH-ER	
				E.L. EACH ACCIDENT	$1,000,000
				E.L. DISEASE - EA EMPLOYEE	$1,000,000
				E.L. DISEASE - POLICY LIMIT	$1,000,000
OTHER					

FAXED DEC 12 2008 @ 2:17PM

SCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

ERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER:

HIDALGO COUNTY PURCHASING DEPT
2802 S. BUSINESS HIGHWAY 281

EDINBURG TX 78539-
(956)318-2626 Ext.
FAX# (956) 292-7912
ATTN: SANDRA MONTALVO

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 James E Capt

CORD 25-S (7/97)

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222 Hanmore Blvd
Harlingen, Texas 78550

04/16/09

Purchasing Department
County of Hidalgo
2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Attn: Letty

Dear Letty,

Thank you for allowing us the opportunity to submit a proposal for the pest management at your facilities

We have rejected the awarded bid for Bee Eradication because pricing was for a package bid. Orkin reserves the right to: reject any or all of bid submitted and further reserves the right to design the evaluation criteria to be used in approval. Orkin determines it is in its best interest to do so.

If you have any questions, please feel free to contact me at 956-423-7192.

Sincerely,

John Zamora
Orkin Pest Control



ORKIN INC.

FACSIMILE TRANSMITTAL COVER SHEET

TRANSMITTED TO:

Office: County of Hidalgo Purchasing Dept

Attention To: Lethy

Telephone No:

FAX No: 956 - 292-7612

TRANSMITTED FROM:

Orkin Inc. - 222 Hanmore Blvd Harlingen, TX 78550

Telephone No.: (956) 423-7192

Fax No.: (956) 412-1532

Name: John Zamora

Date Transmitted: 4-16-09

Number of pages: 2

Comments: Thank you!

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
9-1100-419-40-220-001-0-425	GEN GOVT BLDG-PEST CONTROL	25,000.00	25,000.00	2,120.00	2,397.00	20,483.00	18.07
9-1100-421-00-280-001-0-425	SHERIFF-PEST CONTROL	5,000.00	5,000.00	.00	.00	5,000.00	.00
9-1100-423-21-280-002-0-425	JAIL-PEST CONTROL	12,000.00	12,000.00	3,375.00	1,125.00	7,500.00	37.50
9-1100-432-00-121-001-0-425	SANITATION PCT.1-PEST CONTROL	250.00	250.00	100.00	20.00	130.00	48.00
9-1100-432-00-122-001-0-425	SANITATION PCT.2-PEST CONTROL	250.00	250.00	60.00	.00	190.00	24.00
9-1100-432-00-124-001-0-425	SANITATION PCT.4-PEST CONTROL	.00	300.00	100.00	20.00	180.00	40.00
9-1100-441-00-340-001-0-425	HEALTH ADM-PEST CONTROL	2,000.00	2,000.00	.00	.00	2,000.00	.00
1100 GENERAL FUND		**44,500.00**	**44,800.00**	**5,755.00**	**3,562.00**	**35,483.00**	**20.80**
1200 R&B COUNTYWIDE							
9-1200-431-00-122-004-0-425	CO SHOP-PEST CONTROL	240.00	240.00	100.00	.00	140.00	41.67
1200 R&B COUNTYWIDE		**240.00**	**240.00**	**100.00**	**.00**	**140.00**	**41.67**
1201 R&B PRECINCT 1							
9-1201-431-00-121-004-0-425	PCT.1 RD ADM-PEST CONTROL	225.00	225.00	40.00	40.00	145.00	35.56
9-1201-431-00-121-005-0-425	PCT.1 P/U RD-PEST CONTROL	1,000.00	1,000.00	70.00	20.00	910.00	9.00
1201 R&B PRECINCT 1		**1,225.00**	**1,225.00**	**110.00**	**60.00**	**1,055.00**	**13.88**
1202 R&B PRECINCT 2							
9-1202-431-00-122-005-0-425	PCT.2 RD ADM-PEST CONTROL	500.00	500.00	40.00	80.00	380.00	24.00
9-1202-431-00-122-006-0-425	PCT.2 P/U RD-PEST CONTROL	300.00	300.00	40.00	20.00	240.00	20.00
1202 R&B PRECINCT 2		**800.00**	**800.00**	**80.00**	**100.00**	**620.00**	**22.50**
1203 R&B PRECINCT 3							
9-1203-431-00-123-004-0-425	PCT.3 RD ADM-PEST CONTROL	500.00	620.00	115.00	.00	505.00	18.55
1203 R&B PRECINCT 3		**500.00**	**620.00**	**115.00**	**.00**	**505.00**	**18.55**
1204 R&B PRECINCT 4							
9-1204-431-00-124-005-0-425	PCT.4 RD ADM-PEST CONTROL	240.00	240.00	200.00	40.00	.00	100.00
9-1204-431-00-124-007-0-425	PCT.4 P/U RD-PEST CONTROL	500.00	610.00	460.00	80.00	70.00	88.52
1204 R&B PRECINCT 4		**740.00**	**850.00**	**660.00**	**120.00**	**70.00**	**91.76**
1211 PARKS PRECINCT 1							
9-1211-452-00-121-013-0-425	PARKS PCT.1-PEST CONTROL	900.00	900.00	180.00	60.00	660.00	26.67
1211 PARKS PRECINCT 1		**900.00**	**900.00**	**180.00**	**60.00**	**660.00**	**26.67**
1212 PARKS PRECINCT 2							
9-1212-452-00-122-008-0-425	PARKS PCT.2-PEST CONTROL	1,500.00	2,030.00	770.00	.00	1,260.00	37.93

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1212 PARKS PRECINCT 2							
1212 PARKS PRECINCT 2		**1,500.00**	**2,030.00**	**770.00**	**.00**	**1,260.00**	**37.93**
1213 PARKS PRECINCT 3							
9-1213-452-00-123-008-0-425	PARKS PCT.3-PEST CONTROL	2,000.00	2,000.00	240.00	240.00	1,520.00	24.00
1213 PARKS PRECINCT 3		**2,000.00**	**2,000.00**	**240.00**	**240.00**	**1,520.00**	**24.00**
1292 WIC							
9-1292-441-00-350-001-9-425	WIC ADM-PEST CONTROL	.00	4,875.00	175.00	.00	4,700.00	3.59
1292 WIC		**.00**	**4,875.00**	**175.00**	**.00**	**4,700.00**	**3.59**
1295 JUVENILE PROBATION POST-ADJUDICATION FAC							
9-1295-423-00-330-028-0-425	WESL B/C-PEST CONTROL	1,500.00	1,500.00	1,000.00	200.00	300.00	80.00
1295 JUVENILE PROBATION POST-ADJUDICATION FAC		**1,500.00**	**1,500.00**	**1,000.00**	**200.00**	**300.00**	**80.00**
1297 ADULT PROBATION							
9-1297-423-00-320-005-9-425	RESTITUTION CTR-PEST CONTROL	.00	720.00	180.00	180.00	360.00	50.00
9-1297-423-00-320-020-9-425	SATF-PEST CONTROL	.00	1,020.00	120.00	240.00	660.00	35.29
1297 ADULT PROBATION		**.00**	**1,740.00**	**300.00**	**420.00**	**1,020.00**	**41.38**
9 YEAR		**53,905.00**	**61,580.00**	**9,485.00**	**4,762.00**	**47,333.00**	**23.14**

AI-15017 **22.A.5.**

Selection of Architects and/or Engineers for Renovations, Repairs, Remodeling

CC REGULAR

Date:	04/21/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

A. Overview and status of current and/or future County projects requested (i.e. County Clerk & District Clerk renovations) through either job order contractors or construction services providers (i.e. trades, temporary materials and labor awarded vendors);

B. Pursuant to Texas Occupations Code, Title 6, Subtitle A, Chapter 1001, Subchapter A, .053, recommending the selection and engagement of architects and/or engineers by precinct utilizing the County's approved "pools" and established statutory protocol for compliance of the following:
1. Public works that require electrical or mechanical engineering if the projected/estimated expense for the complete project is $8,001.00 or more; and,
2. Public works that does not require electrical or mechanical engineering if the projected/estimated expense for the complete project is $20,001.00 or more.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** County Wide

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

BUDGETARY IMPACT:

For funding availability please see the attached 2009 Expense Report for object code 334, dated as of 4-16-09.

Attachments

Link: Occupational Code

Link: 2009 Expansion Pool of Architects

Link: 2009 Pool of Architects

Link: 2009 Pool of Engineers

Link: 2009 Exp Rpt for Obj 334 4-16-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department (Originator)	Marty Salazar	04/16/2009 11:03 AM	APRV
2	Budget & Management	Veronica Lopez	04/16/2009 11:17 AM	APRV
3	Dale Kennan	Dale Kennan	04/16/2009 01:52 PM	APRV
4	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Marty Salazar

Started On: 04/14/2009 04:08 PM

Final Approval Date: 04/17/2009

OCCUPATIONS CODE

TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES

SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES

CHAPTER 1001. ENGINEERS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 1001.001. SHORT TITLE. This chapter may be cited as The Texas Engineering Practice Act.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.002. DEFINITIONS. In this chapter:

(1) "Board" means the Texas Board of Professional Engineers.

(2) "Engineer" means a person licensed to engage in the practice of engineering in this state.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.003. PRACTICE OF ENGINEERING. (a) In this section:

(1) "Design coordination" includes the review and coordination of technical submissions prepared by others, including the work of other professionals working with or under the direction of an engineer with professional regard for the ability of each professional involved in a multidisciplinary effort.

(2) "Engineering survey" includes any survey activity required to support the sound conception, planning, design, construction, maintenance, or operation of an engineered project. The term does not include the surveying of real property or other activity regulated under Chapter 1071.

(b) In this chapter, "practice of engineering" means the performance of or an offer or attempt to perform any public or private service or creative work, the adequate performance of which requires engineering education, training, and experience in applying special knowledge or judgment of the mathematical, physical, or engineering sciences to that service or creative work.

(c) The practice of engineering includes:

(1) consultation, investigation, evaluation, analysis, planning, engineering for program management, providing an expert engineering opinion or testimony, engineering for testing or evaluating materials for construction or other engineering use, and mapping;

(2) design, conceptual design, or conceptual design coordination of engineering works or systems;

(3) development or optimization of plans and specifications for engineering works or systems;

(4) planning the use or alteration of land or water or the design or analysis of works or systems for the use or alteration of land or water;

(5) responsible charge of engineering teaching or the teaching of engineering;

(6) performing an engineering survey or study;

(7) engineering for construction, alteration, or repair of real property;

(8) engineering for preparation of an operating or maintenance manual;

(9) engineering for review of the construction or installation of engineered works to monitor compliance with drawings or specifications;

(10) a service, design, analysis, or other work performed for a public or private entity in connection with a utility, structure, building, machine, equipment, process, system, work, project, or industrial or consumer product or equipment of a mechanical, electrical, electronic, chemical, hydraulic, pneumatic, geotechnical, or thermal nature;

(11) providing an engineering opinion or analysis related to a certificate of merit under Chapter 150, Civil Practice and Remedies Code; or

(12) any other professional service necessary for the planning, progress, or completion of an engineering service.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003. Amended by Acts 2003, 78th Leg., ch. 1276, Sec. 14A.001(a), eff. Sept. 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 259, Sec. 1, eff. September 1, 2005.

Sec. 1001.004. LEGISLATIVE PURPOSE AND INTENT; LIBERAL CONSTRUCTION OF CHAPTER. (a) The legislature recognizes the vital impact that the rapid advance of knowledge of the mathematical, physical, and engineering sciences as applied in the practice of engineering has on the lives, property, economy, and security of state residents and the national defense.

(b) The purpose of this chapter is to:

(1) protect the public health, safety, and welfare;

(2) enable the state and the public to identify persons authorized to practice engineering in this state; and

(3) fix responsibility for work done or services or acts performed in the practice of engineering.

(c) The legislature intends that:

(1) the privilege of practicing engineering be entrusted only to a person licensed and practicing under this chapter;

(2) only a person licensed under this chapter may:

(A) engage in the practice of engineering;

(B) be represented in any way as any kind of "engineer"; or

(C) make any professional use of the term "engineer"; and

(3) this chapter be strictly complied with and enforced.

(d) This chapter shall be liberally construed to carry out the intent of the legislature.

(e) This chapter does not:

(1) prevent a person from identifying the person in the name and trade of any engineers' labor organization with which the person is affiliated;

(2) prohibit or otherwise restrict a person from giving testimony or preparing an exhibit or document for the sole purpose of being placed in evidence before an administrative or judicial tribunal, subject to the board's disciplinary powers under

Subchapter J regarding negligence, incompetency, or misconduct in the practice of engineering;

(3) repeal or amend a law affecting or regulating a licensed state land surveyor; or

(4) affect or prevent the practice of any other legally recognized profession by a member of the profession who is licensed by the state or under the state's authority.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003. Amended by Acts 2003, 78th Leg., ch. 1168, Sec. 1, eff. Sept. 1, 2003.

Sec. 1001.005. APPLICATION OF SUNSET ACT. The Texas Board of Professional Engineers is subject to Chapter 325, Government Code (Texas Sunset Act). Unless continued in existence as provided by that chapter, the board is abolished and this chapter expires September 1, 2015.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003. Amended by Acts 2003, 78th Leg., ch. 1168, Sec. 2, eff. Sept. 1, 2003.

SUBCHAPTER B. EXEMPTIONS

Sec. 1001.051. LIMITATION ON EXEMPTION. An exemption under this subchapter applies only to a person who does not offer to the public to perform engineering services.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003. Amended by Acts 2003, 78th Leg., ch. 1168, Sec. 2, eff. Sept. 1, 2003.

Sec. 1001.052. EMPLOYEE OF LICENSE HOLDER. A person who is an employee or subordinate of an engineer is exempt from the licensing requirements of this chapter if the person's practice does not include responsible charge of design or supervision.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.053. PUBLIC WORKS. The following work is exempt from this chapter:

(1) a public work that involves electrical or

mechanical engineering, if the contemplated expense for the completed project is $8,000 or less;

(2) a public work that does not involve electrical or mechanical engineering, if the contemplated expense for the completed project is $20,000 or less; or

(3) road maintenance or improvement undertaken by the commissioners court of a county.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003. Amended by Acts 2003, 78th Leg., ch. 273, Sec. 1, eff. June 18, 2003.

Sec. 1001.054. FEDERAL OFFICER OR EMPLOYEE. An officer or employee of the United States is exempt from the licensing requirements of this chapter during the time the officer or employee is engaged in the practice of engineering for the United States in this state.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.055. MECHANICAL, ELECTRICAL, OR OTHER EQUIPMENT. (a) A person is exempt from the licensing requirements of this chapter if the person is installing, operating, repairing, or servicing a locomotive or stationary engine, steam boiler, diesel engine, internal combustion engine, refrigeration compressor or system, hoisting engine, electrical engine, air conditioning equipment or system, or mechanical, electrical, electronic, or communications equipment or apparatus.

(b) This exemption does not permit a person to:

(1) sign an engineering plan or specification if the person is not an engineer; or

(2) use the term "engineer" or "engineering" in any manner prohibited by this chapter.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.056. CONSTRUCTION OR REPAIR OF AND PLANS FOR CERTAIN BUILDINGS. (a) A person, sole proprietorship, firm, partnership, joint stock association, or private corporation is exempt from the licensing requirements of this chapter if:

(1) a representation that engineering services have been or will be offered to the public is not made or implied; and

(2) the person or entity is erecting, constructing, enlarging, altering, or repairing or is drawing plans or specifications for:

(A) a private dwelling;

(B) apartments not exceeding eight units for each building in the case of one-story buildings;

(C) apartments not exceeding four units for each building and having a maximum height of two stories;

(D) a garage or other structure pertinent to a building described by Paragraph (A), (B), or (C);

(E) a private building to be used exclusively for:

(i) farm, ranch, or agricultural purposes; or

(ii) storage of raw agricultural commodities; or

(F) a building having no more than one story that:

(i) is not a building exempt from the licensing requirements of this chapter under Section 1001.053 or subject to Section 1001.407;

(ii) has a total floor area of not more than 5,000 square feet; and

(iii) does not contain a clear span between supporting structures greater than 24 feet on the narrow side.

(b) If a structure described by Subsections (a)(2)(F)(i) and (ii) contains unsupported spans greater than 24 feet, only the trusses, beams, or other roof supporting members must be engineered or pre-engineered.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.057. EMPLOYEE OF PRIVATE CORPORATION OR BUSINESS ENTITY. (a) This chapter shall not be construed to apply to the activities of a private corporation or other business entity, or the activities of the full-time employees or other personnel under

the direct supervision and control of the business entity, on or in connection with:

(1) reasonable modifications to existing buildings, facilities, or other fixtures to real property not accessible to the general public and which are owned, leased, or otherwise occupied by the entity; or

(2) activities related only to the research, development, design, fabrication, production, assembly, integration, or service of products manufactured by the entity.

(b) A person who claims an exemption under this section and who is determined to have directly or indirectly represented the person as legally qualified to engage in the practice of engineering or who is determined to have violated Section 1001.301 may not claim an exemption until the 10th anniversary of the date the person made that representation.

(c) This exemption does not prohibit:

(1) a licensed professional engineer who intends to incorporate manufactured products into a fixed work, system, or facility that is being designed by the licensee on public property or the property of others from requiring the manufacturer to have plans or specifications signed and sealed by a licensed professional engineer; or

(2) the board from requiring, by rule, that certain manufactured products delivered to or used by the public must be designed and sealed by a licensed professional engineer, if necessary to protect the public health, safety, and welfare.

(d) For purposes of this section, "products manufactured by the entity" also includes computer software, firmware, hardware, semiconductor devices, and the production, exploration, and transportation of oil and gas and related products.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003. Amended by Acts 2003, 78th Leg., ch. 1168, Sec. 3, eff. Sept. 1, 2003.

Sec. 1001.058. EMPLOYEE OF CERTAIN UTILITIES OR AFFILIATES. (a) A regular full-time employee of a privately owned public utility or cooperative utility or of the utility's affiliate

is exempt from the licensing requirements of this chapter if the employee:

(1) performs services exclusively for the utility or affiliate; and

(2) does not have the final authority to approve, or the ultimate responsibility for, engineering designs, plans, or specifications that are to be:

(A) incorporated into fixed works, systems, or facilities on the property of others; or

(B) made available to the public.

(b) A person who claims an exemption under this section and who is determined to have directly or indirectly represented the person as legally qualified to engage in the practice of engineering or who is determined to have violated Section 1001.301 may not claim an exemption until the 10th anniversary of the date the person made that representation.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003. Amended by Acts 2003, 78th Leg., ch. 1168, Sec. 4, eff. Sept. 1, 2003.

Sec. 1001.059. QUALIFIED SCIENTISTS. A qualified scientist engaged in scientific research and investigation of the physical or natural sciences is exempt from the licensing requirements of this chapter. This exemption includes the usual work and activities of a meteorologist, seismologist, geologist, chemist, geochemist, physicist, or geophysicist.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.060. SOIL AND WATER CONSERVATION. Agricultural work performed in carrying out soil and water conservation practices is exempt from this chapter.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.061. TELEPHONE COMPANIES. (a) An operating telephone company, an affiliate of the company, or an employee of the company or affiliate is exempt from this chapter with respect to any plan, design, specification, or service that relates strictly

to the science and art of telephony.

(b) This exemption includes the use of a job title or personnel classification by a person included under Subsection (a) if the person does not use:

(1) the title or classification in connection with an offer to the public to perform engineering services; and

(2) a name, title, or word that tends to convey the impression that a person not licensed under this chapter is offering to the public to perform engineering services.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.062. CERTAIN EMPLOYEES WORKING FROM ENGINEER'S PLANS. (a) A regular full-time employee of a private business entity who is engaged in erecting, constructing, enlarging, altering, repairing, rehabilitating, or maintaining an improvement to real property in accordance with plans or specifications that have an engineer's seal is exempt from this chapter.

(b) This exemption includes the use of a job title or personnel classification by the employee if the employee does not use the title or classification in connection with an offer to the public to perform engineering services.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.063. ARCHITECTS, LANDSCAPE ARCHITECTS, AND INTERIOR DESIGNERS. This chapter or a rule adopted under this chapter does not prevent or otherwise restrict a person licensed as an architect under Chapter 1051, a landscape architect under Chapter 1052, or an interior designer under Chapter 1053 from performing an act, service, or work that is within the definition of the person's practice under those chapters.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.064. STATE LAND SURVEYORS. A licensed state land surveyor is exempt from this chapter in performing a state land surveyor's duties.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.065. EMPLOYEES OF INSTITUTIONS OF HIGHER EDUCATION. (a) In this section, "institution of higher education" and "private or independent institution of higher education" have the meanings assigned by Section 61.003, Education Code.

(b) An employee of an institution of higher education or a private or independent institution of higher education who is performing research or instructional work within the scope of the person's employment by the institution is exempt from the licensing requirements of this chapter.

Acts 2003, 78th Leg., ch. 1276, Sec. 14A.002(a), eff. Sept. 1, 2003.

Sec. 1001.066. CERTAIN NASA-RELATED ACTIVITIES. This chapter does not:

(1) apply to a business entity or the business entity's employees to the extent that the entity's products or services consist of space vehicles or space services provided to, or space technology transfer programs required by, the National Aeronautics and Space Administration; or

(2) prohibit the use of the term "engineer" or "engineering" in a job title or personnel classification by an employee described by Subdivision (1) to the extent that the use of the title or classification is related to activities described by that subdivision.

Added by Acts 2003, 78th Leg., ch. 1168, Sec. 5, eff. Sept. 1, 2003.

SUBCHAPTER C. TEXAS BOARD OF PROFESSIONAL ENGINEERS

Sec. 1001.101. BOARD MEMBERSHIP. (a) The Texas Board of Professional Engineers consists of nine members appointed by the governor with the advice and consent of the senate as follows:

(1) six engineers; and

(2) three members who represent the public.

(b) Appointments to the board shall be made without regard to the race, color, disability, sex, religion, age, or national origin of the appointee.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003. Amended by Acts 2003, 78th Leg., ch. 1168, Sec. 6, eff. Sept. 1,

2003.

Sec. 1001.102. MEMBER ELIGIBILITY. (a) A person may not be a public member of the board if the person or the person's spouse:

(1) is registered, certified, or licensed by a regulatory agency in the field of engineering;

(2) is employed by or participates in the management of a business entity or other organization regulated by or receiving money from the board;

(3) owns or controls, directly or indirectly, more than a 10 percent interest in a business entity or other organization regulated by or receiving money from the board; or

(4) uses or receives a substantial amount of tangible goods, services, or money from the board other than compensation or reimbursement authorized by law for board membership, attendance, or expenses.

(b) An engineer member of the board must:

(1) be a citizen of the United States and a resident of this state for at least 10 years before the date of appointment; and

(2) have been engaged in the practice of engineering for at least 10 years before the date of appointment.

(c) For purposes of Subsection (b)(2), a person who has graduated from an approved engineering school may be considered to have engaged in the practice of engineering for two years.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003. Amended by Acts 2003, 78th Leg., ch. 1168, Sec. 7, eff. Sept. 1, 2003.

Sec. 1001.103. MEMBERSHIP AND EMPLOYEE RESTRICTIONS. (a) In this section, "Texas trade association" means a cooperative and voluntarily joined statewide association of business or professional competitors in this state designed to assist its members and its industry or profession in dealing with mutual business or professional problems and in promoting their common interest.

(a-1) A person may not be a member of the board and may not be a board employee employed in a "bona fide executive, administrative, or professional capacity," as that phrase is used for purposes of establishing an exemption to the overtime provisions of the federal Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.), and its subsequent amendments, if:

(1) the person is an officer, employee, or paid consultant of a Texas trade association in the field of engineering; or

(2) the person's spouse is an officer, manager, or paid consultant of a Texas trade association in the field of engineering.

(b) A person may not be a member of the board or act as the general counsel to the board if the person is required to register as a lobbyist under Chapter 305, Government Code, because of the person's activities for compensation on behalf of a profession related to the operation of the board.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003. Amended by Acts 2003, 78th Leg., ch. 1168, Sec. 8, eff. Sept. 1, 2003.

Sec. 1001.104. TERMS; VACANCY. (a) Board members serve staggered six-year terms, with the terms of one-third of the members expiring each odd-numbered year.

(b) If a vacancy occurs during a member's term, the governor shall appoint a replacement to fill the unexpired term.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.105. PARTICIPATION OF PUBLIC MEMBERS. (a) The board by majority vote may limit the participation of public members in evaluating license applications.

(b) This section does not apply to the evaluation of license applications at an official meeting of the board.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.106. GROUNDS FOR REMOVAL. (a) It is a ground for removal from the board that a member:

(1) does not have at the time of taking office the qualifications required by Sections 1001.101 and 1001.102;

(2) does not maintain during service on the board the qualifications required by Sections 1001.101 and 1001.102;

(3) is ineligible for membership under Section 1001.102 or 1001.103;

(4) cannot, because of illness or disability, discharge the member's duties for a substantial part of the member's term; or

(5) is absent from more than half of the regularly scheduled board meetings that the member is eligible to attend during a calendar year without an excuse approved by a majority vote of the board.

(b) The validity of an action of the board is not affected by the fact that it is taken when a ground for removal of a board member exists.

(c) If the executive director has knowledge that a potential ground for removal exists, the executive director shall notify the presiding officer of the board of the potential ground. The presiding officer shall then notify the governor and the attorney general that a potential ground for removal exists. If the potential ground for removal involves the presiding officer, the executive director shall notify the next highest ranking officer of the board, who shall then notify the governor and the attorney general that a potential ground for removal exists.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003. Amended by Acts 2003, 78th Leg., ch. 1168, Sec. 9, eff. Sept. 1, 2003.

Sec. 1001.107. PER DIEM. A board member is entitled to receive a per diem as set by the General Appropriations Act for each day that the member engages in the business of the board.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003. Amended by:

Acts 2007, 80th Leg., R.S., Ch. 837, Sec. 1, eff. September 1, 2007.

Sec. 1001.108. OFFICERS. The governor shall designate a member of the board as the presiding officer of the board to serve in that capacity at the will of the governor. The board shall elect annually from its members an assistant presiding officer, a treasurer, and a secretary.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003. Amended by Acts 2003, 78th Leg., ch. 1168, Sec. 10, eff. Sept. 1, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 837, Sec. 2, eff. September 1, 2007.

Sec. 1001.110. MEETINGS. The board shall hold at least two regular meetings each year. Special meetings shall be held at the time provided by the board's bylaws.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.111. FILING OF OATH. Before assuming the duties of office, each board member shall file with the secretary of state a copy of the constitutional oath of office taken by the member.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.112. TRAINING. (a) A person who is appointed to and qualifies for office as a member of the board may not vote, deliberate, or be counted as a member in attendance at a meeting of the board until the person completes a training program that complies with this section.

(b) The training program must provide the person with information regarding:

(1) this chapter;

(2) the programs operated by the board;

(3) the role and functions of the board;

(4) the rules of the board, with an emphasis on the rules that relate to disciplinary and investigatory authority;

(5) the current budget for the board;

(6) the results of the most recent formal audit of the board;

(7) the requirements of:

(A) the open meetings law, Chapter 551, Government Code;

(B) the public information law, Chapter 552, Government Code;

(C) the administrative procedure law, Chapter 2001, Government Code; and

(D) other laws relating to public officials, including conflict-of-interest laws; and

(8) any applicable ethics policies adopted by the board or the Texas Ethics Commission.

(c) A person appointed to the board is entitled to reimbursement, as provided by the General Appropriations Act, for the travel expenses incurred in attending the training program regardless of whether the attendance at the program occurs before or after the person qualifies for office.

Added by Acts 2003, 78th Leg., ch. 1168, Sec. 11, eff. Sept. 1, 2003.

SUBCHAPTER D. BOARD PERSONNEL

Sec. 1001.151. PERSONNEL. (a) The board shall employ clerical or other assistants as necessary to perform the board's work.

(b) A salary paid under this section may not exceed the salary paid for similar work in other departments.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.152. CAREER LADDER PROGRAM; PERFORMANCE EVALUATIONS. (a) The executive director or the executive director's designee shall develop an intra-agency career ladder program. The program must require intra-agency posting of each nonentry level position with the board at least 10 days before the date of any public posting.

(b) The executive director or the executive director's designee shall develop a system of annual performance evaluations of the board's employees based on measurable job tasks. All merit pay authorized by the executive director must be based on the system

established under this subsection.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.153. DIVISION OF RESPONSIBILITIES. The board shall develop and implement policies that clearly separate the policy-making responsibilities of the board and the management responsibilities of the executive director and the staff of the board.

Added by Acts 2003, 78th Leg., ch. 1168, Sec. 12, eff. Sept. 1, 2003.

Sec. 1001.154. QUALIFICATIONS AND STANDARDS OF CONDUCT INFORMATION. The executive director or the executive director's designee shall provide to members of the board and to board employees, as often as necessary, information regarding the requirements for office or employment under this chapter, including information regarding a person's responsibilities under applicable laws relating to standards of conduct for state officers or employees.

Added by Acts 2003, 78th Leg., ch. 1168, Sec. 12, eff. Sept. 1, 2003.

Sec. 1001.155. EQUAL EMPLOYMENT OPPORTUNITY POLICY; REPORT. (a) The executive director or the executive director's designee shall prepare and maintain a written policy statement that implements a program of equal employment opportunity to ensure that all personnel decisions are made without regard to race, color, disability, sex, religion, age, or national origin.

(b) The policy statement must include:

(1) personnel policies, including policies relating to recruitment, evaluation, selection, training, and promotion of personnel, that show the intent of the board to avoid the unlawful employment practices described by Chapter 21, Labor Code; and

(2) an analysis of the extent to which the composition of the board's personnel is in accordance with state and federal law and a description of reasonable methods to achieve compliance with state and federal law.

(c) The policy statement must:

(1) be updated annually;

(2) be reviewed by the Commission on Human Rights for compliance with Subsection (b)(1); and

(3) be filed with the governor's office.

Added by Acts 2003, 78th Leg., ch. 1168, Sec. 12, eff. Sept. 1, 2003.

Sec. 1001.156. INFORMATION ON STATE EMPLOYEE INCENTIVE PROGRAM. The executive director or the executive director's designee shall provide to board employees information and training on the benefits and methods of participation in the state employee incentive program under Subchapter B, Chapter 2108, Government Code.

Added by Acts 2003, 78th Leg., ch. 1168, Sec. 12, eff. Sept. 1, 2003.

SUBCHAPTER E. BOARD POWERS AND DUTIES

Sec. 1001.201. GENERAL POWERS AND DUTIES. (a) The board shall administer and enforce this chapter.

(b) The board may spend money for any purpose the board considers reasonably necessary for the proper performance of its duties under this chapter.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.202. RULES. The board may adopt and enforce any rule or bylaw necessary to perform its duties, govern its proceedings, and regulate the practice of engineering.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.203. RULES RESTRICTING ADVERTISING OR COMPETITIVE BIDDING. (a) The board by rule shall prescribe standards for compliance with Subchapter A, Chapter 2254, Government Code.

(b) Except as provided by Subsection (a), the board may not adopt rules restricting advertising or competitive bidding by a license holder except to prohibit false, misleading, or deceptive

practices.

(c) In its rules to prohibit false, misleading, or deceptive practices, the board may not include a rule that:

(1) restricts the use of any medium for advertising;

(2) restricts the use of a license holder's personal appearance or voice in an advertisement;

(3) relates to the size or duration of an advertisement by the license holder; or

(4) restricts the license holder's advertisement under a trade name.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003. Amended by Acts 2003, 78th Leg., ch. 1168, Sec. 13, eff. Sept. 1, 2003.

Sec. 1001.2035. RULES ON CONSEQUENCES OF CRIMINAL CONVICTION. The board shall adopt rules and guidelines as necessary to comply with Chapter 53.

Added by Acts 2003, 78th Leg., ch. 1168, Sec. 14, eff. Sept. 1, 2003.

Sec. 1001.204. FEES. (a) The board shall establish the following fees in amounts reasonable and necessary to cover the costs of administering this chapter:

(1) license fee;

(2) annual and late renewal fees;

(3) reciprocal license fee;

(4) duplicate license fee;

(5) engineer-in-training certificate fee;

(6) roster of engineers fee;

(7) examination fee;

(8) registration fee for engineering firm; and

(9) inactive status fee.

(b) Fee revenue may not exceed the amount reasonable and necessary to administer this chapter.

(c) General revenue of the state may not be used to pay the costs of administering this chapter in an amount that exceeds the amount of fees received under this chapter.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003. Amended by Acts 2003, 78th Leg., ch. 1168, Sec. 15, eff. Sept. 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 259, Sec. 2, eff. September 1, 2005.

Sec. 1001.205. REDUCED FEES: ELDERLY, DISABLED, INACTIVE STATUS. (a) For purposes of this section, a person is disabled if the person has a mental or physical impairment that substantially limits the ability of the person to earn a living as an engineer, other than an impairment caused by a current addiction to the use of alcohol or an illegal drug or controlled substance.

(b) The board by rule may adopt reduced license fees and annual renewal fees for engineers who are:

(1) at least 65 years of age; or

(2) disabled and not actively engaged in the practice of engineering.

(c) A person entitled to reduced fees under Subsection (b)(2) shall notify the board that the person has resumed the active practice of engineering not later than the 15th day after the date the person resumes active practice.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.206. FEE INCREASE. (a) The fee for a license under this chapter, for the annual renewal of that license, and for a reciprocal license under this chapter is increased by $200.

(b) Of each fee increase collected, $50 shall be deposited in the foundation school fund and $150 shall be deposited in the general revenue fund.

(c) The fee increase imposed by Subsection (a) does not apply to an engineer who:

(1) meets the qualifications for an exemption under Section 1001.057 or 1001.058 but does not claim that exemption;

(2) is disabled as described by Section 1001.205;

(3) is on inactive status as provided by Section 1001.355; or

(4) is 65 years of age or older.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003. Amended by Acts 2003, 78th Leg., ch. 1168, Sec. 16, eff. Sept. 1, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 837, Sec. 3, eff. September 1, 2007.

Sec. 1001.207. STANDARDS OF CONDUCT AND ETHICS. The board may establish standards of conduct and ethics for engineers in keeping with the purposes and intent of this chapter and to ensure strict compliance with and enforcement of this chapter.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.208. ROSTER OF ENGINEERS. (a) The board shall prepare and publish a roster of persons, including business entities, licensed, registered, certified, or enrolled by the board. The roster shall include the name, business address, and other identifying information required by board rule.

(b) The board shall make the roster available to the public without cost in an online computer database format.

(c) The board shall provide a physical copy of the roster on request and may charge a reproduction and shipping fee for providing a physical copy of the roster.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.209. REGISTER OF APPLICANTS. The board shall maintain a register of license applications that shows:

(1) the name, age, and residence of each applicant;

(2) the date of the application;

(3) the applicant's place of business;

(4) the applicant's educational and other qualifications;

(5) whether an examination was required;

(6) whether the applicant was issued or denied a license;

(7) the date of board action; and

(8) any other information the board considers

necessary.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.210. CONTINUING EDUCATION PROGRAMS. (a) The board shall recognize, prepare, or administer continuing education programs for its license holders. A license holder must participate in the programs to the extent required by the board to keep the person's license.

(b) The board may not require a license holder to obtain more than 15 hours of continuing education annually. The board shall permit a license holder to certify at the time the license is renewed that the license holder has complied with the board's continuing education requirements.

(c) The board shall permit a license holder to receive continuing education credit for educational, technical, ethical, or professional management activities related to the practice of engineering, including:

(1) successfully completing or auditing a course sponsored by an institution of higher education;

(2) successfully completing a course certified by a professional or trade organization;

(3) attending a seminar, tutorial, short course, correspondence course, videotaped course, or televised course;

(4) participating in an in-house course sponsored by a corporation or other business entity;

(5) teaching a course described by Subdivisions (1)-(4);

(6) publishing an article, paper, or book on the practice of engineering;

(7) making or attending a presentation at a meeting of a technical or engineering management society or organization or writing a paper presented at such a meeting;

(8) participating in the activities of a professional society or association, including serving on a committee of the organization; and

(9) engaging in self-directed study.

(d) A license holder may not receive more than five

continuing education credit hours annually for engaging in self-directed study.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003. Amended by Acts 2003, 78th Leg., ch. 1168, Sec. 17, eff. Sept. 1, 2003.

Sec. 1001.211. RECORDS. (a) The board shall maintain a record of its proceedings.

(b) The board's records shall be available to the public at all times.

(c) The board's records are prima facie evidence of the proceedings of the board set forth in the records. A transcript of the records certified by the secretary of the board under seal is admissible in evidence with the same effect as if it were the original.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.212. CONFIDENTIALITY OF CERTAIN INFORMATION RELATED TO LICENSE APPLICATION. (a) A statement made by a person providing a reference for an applicant and other pertinent information compiled by or submitted to the board relating to an applicant for a license under this chapter is privileged and confidential.

(b) Information described by Subsection (a) may be used only by the board or its employees or agents who are directly involved in the application or licensing process. The information is not subject to discovery, subpoena, or other disclosure.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.213. SUBPOENA. (a) The board may request and, if necessary, compel by subpoena:

(1) the attendance of a witness for examination under oath; and

(2) the production for inspection or copying of records, documents, and other evidence relevant to the investigation of an alleged violation of this chapter.

(b) The board, acting through the attorney general, may

bring an action to enforce a subpoena issued under Subsection (a) against a person who fails to comply with the subpoena.

(c) Venue for an action brought under Subsection (b) is in a district court in:

(1) Travis County; or

(2) the county in which the board may hold a hearing.

(d) The court shall order compliance with the subpoena if the court finds that good cause exists to issue the subpoena.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.214. TECHNOLOGY POLICY. The board shall develop and implement a policy requiring the executive director and board employees to research and propose appropriate technological solutions to improve the board's ability to perform its functions. The technological solutions must:

(1) ensure that the public is able to find information about the board on the Internet;

(2) ensure that persons who want to use the board's services are able to:

(A) interact with the board through the Internet; and

(B) access any service that can be provided effectively through the Internet; and

(3) be cost-effective and developed through the board's planning processes.

Added by Acts 2003, 78th Leg., ch. 1168, Sec. 18, eff. Sept. 1, 2003.

Sec. 1001.215. NEGOTIATED RULEMAKING AND ALTERNATIVE DISPUTE RESOLUTION POLICY. (a) The board shall develop and implement a policy to encourage the use of:

(1) negotiated rulemaking procedures under Chapter 2008, Government Code, for the adoption of board rules; and

(2) appropriate alternative dispute resolution procedures under Chapter 2009, Government Code, to assist in the resolution of internal and external disputes under the board's jurisdiction.

(b) The board's procedures relating to alternative dispute resolution must conform, to the extent possible, to any model guidelines issued by the State Office of Administrative Hearings for the use of alternative dispute resolution by state agencies.

(c) The board shall designate a trained person to:

(1) coordinate the implementation of the policy adopted under Subsection (a);

(2) serve as a resource for any training needed to implement the procedures for negotiated rulemaking or alternative dispute resolution; and

(3) collect data concerning the effectiveness of those procedures, as implemented by the board.

Added by Acts 2003, 78th Leg., ch. 1168, Sec. 18, eff. Sept. 1, 2003.

Sec. 1001.216. JOINT ADVISORY COMMITTEE ON THE PRACTICE OF ENGINEERING AND ARCHITECTURE. (a) The Joint Advisory Committee on the Practice of Engineering and Architecture is an advisory committee to the board and to the Texas Board of Architectural Examiners. The advisory committee consists of:

(1) three members of the board and one practicing architectural engineer appointed by the board; and

(2) three members of the Texas Board of Architectural Examiners and one practicing architect appointed by that board.

(b) Members of the advisory committee serve staggered six-year terms with the terms of one or two members appointed by the board and one or two members appointed by the Texas Board of Architectural Examiners expiring each odd-numbered year.

(c) The advisory committee shall meet at least twice a year.

(d) The advisory committee shall work to resolve issues that result from the overlap between activities that constitute the practice of engineering and those that constitute the practice of architecture. The advisory committee shall assist each agency in protecting the public rather than advancing the interests of either agency or the profession it regulates.

(e) The advisory committee shall issue advisory opinions to the board and to the Texas Board of Architectural Examiners on

matters relating to the practice of engineering and the practice of architecture, including:

(1) opinions on whether certain activities constitute the practice of engineering or the practice of architecture;

(2) specific disciplinary proceedings initiated by either agency; and

(3) the need for persons working on particular projects to be licensed by the board or registered by the Texas Board of Architectural Examiners.

(f) If the advisory committee issues an advisory opinion to the board or the Texas Board of Architectural Examiners on a matter, that agency shall notify the committee of the final action taken with regard to the matter. The advisory committee shall consider the action taken by the agency on the matter in any advisory opinion subsequently issued by the committee on a related matter.

(g) The board and the Texas Board of Architectural Examiners shall enter into a memorandum of understanding regarding the advisory committee that includes the composition and purpose of the committee.

Added by Acts 2003, 78th Leg., ch. 1168, Sec. 18, eff. Sept. 1, 2003.

SUBCHAPTER F. CONSUMER INTEREST INFORMATION AND COMPLAINT PROCEDURES

Sec. 1001.251. CONSUMER INTEREST INFORMATION. (a) The board shall prepare information of consumer interest describing the regulatory functions of the board and the procedures by which consumer complaints are filed with and resolved by the board.

(b) The board shall make the information available to the public and appropriate state agencies.

(c) The board shall maintain on the board's Internet website:

(1) information regarding the procedure for filing a complaint with the board; and

(2) a form that a person may use to file a complaint with the board.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Amended by Acts 2003, 78th Leg., ch. 1168, Sec. 19, eff. Sept. 1, 2003.

Sec. 1001.252. GENERAL RULES REGARDING COMPLAINT INVESTIGATION AND DISPOSITION. (a) The board shall adopt rules that permit the board to receive and investigate a confidential complaint against a license holder or other person who may have violated this chapter. The board shall maintain the confidentiality of the complaint during the investigation.

(b) The board by rule shall specify:

(1) the manner by which a person may contact the board for assistance in filing a complaint;

(2) the place at which a complaint must be filed;

(3) the proper form of a complaint; and

(4) the information that must be included in a complaint.

(c) The board's procedures must permit a member of the public who desires to file a complaint to:

(1) speak to an investigator on the staff of the board if the person desires to do so; or

(2) easily and conveniently access the board's complaint process without being required to speak to an investigator on the staff of the board if the person does not desire to speak to an investigator.

(d) The board shall consider any written grievance against a license holder or other person filed with the board as a complaint.

(e) A complaint must include information sufficient for the board to determine whether it has the authority to resolve the complaint. A complaint that contains sufficient information for the board to commence an investigation is not required to include all of the information necessary for the board to determine the validity of the complaint.

(f) On receipt of a complaint, the board shall determine whether the board has the authority to resolve the complaint. If the board does not have the authority to resolve the complaint, the board shall dismiss the complaint. If the board has the authority to resolve the complaint, the board shall initiate a disciplinary

proceeding against the person who is the subject of the complaint.

(g) The board by rule shall prescribe a method for prioritizing complaints for purposes of complaint investigation. In establishing priorities:

(1) a complaint that alleges an action that could potentially harm the public takes precedence over a complaint that does not allege an action that could potentially harm the public; and

(2) with regard to complaints that do not allege an action that could potentially harm the public, a complaint filed by a member of the public takes precedence over a complaint filed by the staff of the board.

(h) The board's staff is responsible for conducting all phases of complaint investigation, including gathering evidence necessary to determine the validity of the complaint.

(i) The board may employ or contract with advisors, consultants, engineers, or other persons to provide technical assistance in investigations and disciplinary proceedings. Except for an action involving fraud, conspiracy, or malice, a person whose services are obtained by the board under this subsection is immune from civil liability and may not be subjected to a suit for damages for any investigation, report, recommendation, statement, evaluation, finding made, or other action taken in the course of performing the person's official duties.

(j) The board's staff shall regularly report to the board on each complaint dismissed by board staff, including:

(1) the name of the complainant;

(2) the name of the person who is the subject of the complaint;

(3) the basis of the complaint; and

(4) the reason for the dismissal of the complaint.

(k) Except as provided by Subsection (l), a complaint filed with the board is public information.

(l) For any complaint determined to be frivolous or without merit, the complaint and other enforcement case information related to that complaint are confidential. The information may be used only by the board or by its employees or agents directly involved in

the enforcement process for that complaint. The information is not subject to discovery, subpoena, or other disclosure.

(m) In this section, "frivolous complaint" means a complaint that the executive director and investigator, with board approval, determined:

(1) was made for the purpose of harassment; and

(2) does not demonstrate harm to any person.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003. Amended by Acts 2003, 78th Leg., ch. 1168, Sec. 20, eff. Sept. 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 259, Sec. 3, eff. September 1, 2005.

Sec. 1001.253. COMPLAINT INFORMATION. (a) The board shall:

(1) assign a number to each complaint filed with the board; and

(2) ensure that each phase of the processing of a complaint is appropriately documented.

(b) The board shall maintain a file on each written complaint filed with the board. The file must include:

(1) the name of the person who filed the complaint;

(2) the date the complaint is received by the board;

(3) the subject matter of the complaint;

(4) the name of each person contacted in relation to the complaint;

(5) a summary of the results of the review or investigation of the complaint; and

(6) an explanation of the reason the file was closed, if the board closed the file without taking action other than to investigate the complaint.

(c) The board shall provide to the person filing the complaint and to each person who is a subject of the complaint a copy of the board's policies and procedures relating to complaint investigation and resolution.

(d) The board, at least quarterly and until final disposition of the complaint, shall notify the parties to the

complaint of the status of the complaint unless the notice would jeopardize an undercover investigation.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003. Amended by Acts 2003, 78th Leg., ch. 1168, Sec. 20, eff. Sept. 1, 2003.

Sec. 1001.254. STATISTICAL ANALYSIS OF COMPLAINTS. (a) The board shall develop and maintain a complaint tracking system to monitor the processing of complaints filed with the board.

(b) The board shall include with the board's annual financial report under Section 2101.011, Government Code, a statistical analysis of the complaints filed with the board during the preceding year, including:

(1) the number of complaints filed;

(2) a categorization of complaints filed according to the basis of the complaint and the number of complaints in each category;

(3) the number of complaints filed by board staff;

(4) the number of complaints filed by persons other than board staff;

(5) the average length of time required to resolve a complaint;

(6) the number of complaints resolved and the manner in which they were resolved, including:

(A) the number of complaints dismissed and the reasons for dismissal; and

(B) the number of complaints resulting in disciplinary action, the disciplinary action taken, and whether the disciplinary action taken was imposed by stipulation, agreed settlement, consent order, default, or order following a contested case hearing; and

(7) the number of complaints filed that are unresolved, the number of those complaints filed by board staff, the number of those complaints filed by persons other than board staff, and the average length of time that the unresolved complaints have been on file.

Added by Acts 2003, 78th Leg., ch. 1168, Sec. 21, eff. Sept. 1, 2003.

Sec. 1001.255. PUBLIC PARTICIPATION. The board shall develop and implement policies that provide the public with a reasonable opportunity to appear before the board and to speak on any issue under the jurisdiction of the board.

Added by Acts 2003, 78th Leg., ch. 1168, Sec. 21, eff. Sept. 1, 2003.

SUBCHAPTER G. LICENSE REQUIREMENTS

Sec. 1001.301. LICENSE REQUIRED. (a) A person may not engage in the practice of engineering unless the person holds a license issued under this chapter.

(b) Except as provided by Subsection (f), a person may not, unless the person holds a license issued under this chapter, directly or indirectly use or cause to be used as a professional, business, or commercial identification, title, name, representation, claim, asset, or means of advantage or benefit any of, or a variation or abbreviation of, the following terms:

(1) "engineer";

(2) "professional engineer";

(3) "licensed engineer";

(4) "registered engineer";

(5) "registered professional engineer";

(6) "licensed professional engineer"; or

(7) "engineered."

(c) Except as provided by Subsection (f), a person may not directly or indirectly use or cause to be used an abbreviation, word, symbol, slogan, or sign that tends or is likely to create an impression with the public that the person is qualified or authorized to engage in the practice of engineering unless the person holds a license and is practicing under this chapter.

(d) A person may not receive any fee or compensation or the promise of any fee or compensation for engaging in the practice of engineering unless the person holds a license issued under this chapter.

(e) A person, sole proprietorship, firm, partnership, association, or corporation that engages in or offers or attempts to engage in conduct described by this section is conclusively presumed to be engaged in the practice of engineering.

(f) Notwithstanding the other provisions of this chapter, a regular employee of a business entity who is engaged in engineering activities but is exempt from the licensing requirements of this chapter under Sections 1001.057 or 1001.058 is not prohibited from using the term "engineer" on a business card, cover letter, or other form of correspondence that is made available to the public if the person does not:

(1) offer to the public to perform engineering services; or

(2) use the title in any context outside the scope of the exemption in a manner that represents an ability or willingness to perform engineering services or make an engineering judgment requiring a licensed professional engineer.

(g) Subsection (f) does not authorize a person to use a term listed in Subsections (b)(2)-(6) or a variation or abbreviation of one of those terms.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003. Amended by Acts 2003, 78th Leg., ch. 1168, Sec. 22, eff. Sept. 1, 2003.

Sec. 1001.302. LICENSE ELIGIBILITY REQUIREMENTS. (a) An applicant for a license under this chapter must submit evidence satisfactory to the board showing at least that the applicant has:

(1) graduated from:

(A) an engineering curriculum approved by the board as having satisfactory standing; or

(B) an engineering or related science curriculum at a recognized institution of higher education, other than a curriculum approved by the board under Paragraph (A);

(2) passed the examination requirements prescribed by the board; and

(3) engaged in the active practice of engineering for at least:

(A) four years, if the applicant graduated from a curriculum described by Subdivision (1)(A); or

(B) eight years, if the applicant graduated from a curriculum described by Subdivision (1)(B).

(b) To satisfy the requirement of Subsection (a)(3), an applicant must submit a specific record showing engineering work of a character satisfactory to the board indicating that the applicant is competent to be placed in responsible charge of that work.

(c) For purposes of determining an applicant's qualifications under Subsection (a)(3), the board may not consider as active practice in engineering work:

(1) engineering teaching;

(2) the mere execution, as a contractor, of work designed by an engineer; or

(3) the supervision, as a foreman or superintendent, of the construction of work designed by an engineer.

(d) A person is not eligible to be licensed as an engineer unless the person is of good character and reputation.

(e) A person who has the necessary license qualifications described by this chapter is eligible for the license regardless of whether the person is practicing at the time the person applies for the license.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003. Amended by Acts 2003, 78th Leg., ch. 1276, Sec. 14A.003(a), eff. Sept. 1, 2003.

Sec. 1001.303. APPLICATION FOR LICENSE. (a) An applicant for a license under this chapter must submit an application on a form prescribed and provided by the board.

(b) The application must contain:

(1) personal information about the applicant, as required by board rule;

(2) a description of the applicant's education;

(3) a detailed summary of the applicant's actual engineering work;

(4) a description of any engineering license or registration previously issued to the applicant and any denial,

revocation, or suspension of an engineering license or registration held by the applicant;

(5) a description of any criminal offense of which the applicant has been convicted; and

(6) at least three references from engineers having personal knowledge of the applicant's character, reputation, general suitability for a license, and engineering experience.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003. Amended by Acts 2003, 78th Leg., ch. 1168, Sec. 23, eff. Sept. 1, 2003.

Sec. 1001.304. EXAMINATION. (a) The board shall administer examinations to determine the qualifications of applicants for a license.

(b) The board shall prescribe the scope of the examination and the methods of procedure with special reference to an applicant's ability to design and supervise engineering works to ensure the safety of life, health, and property.

(c) On payment of the examination fee, the board shall administer an oral or written examination to a qualified applicant at a time and place determined by the board.

(d) The board by rule shall ensure that the examination is administered to applicants with disabilities in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.), and its subsequent amendments.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003. Amended by Acts 2003, 78th Leg., ch. 1168, Sec. 24, eff. Sept. 1, 2003.

Sec. 1001.305. WAIVER OF EXAMINATION REQUIREMENT. The board by rule may waive all or part of the examination requirement for an applicant for the issuance or reissuance of a license. The board may not waive the requirement unless the board first determines that:

(1) the applicant possesses sufficient qualifications to justify the waiver; and

(2) issuing or reissuing the license to the applicant

does not pose a threat to the public health, safety, or welfare.
Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.306. EXAMINATION RESULTS. (a) Not later than the 30th day after the date a person takes a licensing examination under this chapter, the board shall notify the person of the results of the examination.

(a-1) If the examination is graded or reviewed by a testing service:

(1) the board shall notify the person of the results of the examination not later than the 14th day after the date the board receives the results from the testing service; and

(2) if notice of the examination results will be delayed for longer than 90 days after the examination date, the board shall notify the person of the reason for the delay before the 90th day.

(b) The board may require a testing service to notify a person of the results of the person's examination.

(c) If requested in writing by a person who fails a licensing examination administered under this chapter, the board shall furnish the person with an analysis of the person's performance on the examination.

(d) Examination results reported under this section must include a numerical score and an indication of whether the person passed or failed the examination.
Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.
Amended by Acts 2003, 78th Leg., ch. 1168, Sec. 25, eff. Sept. 1, 2003.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 837, Sec. 4, eff. September 1, 2007.

Sec. 1001.307. REEXAMINATION. The board may permit reexamination of an applicant on payment of an appropriate reexamination fee in an amount set by the board.
Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.308. ISSUANCE OF LICENSE. (a) On payment of the license fee, the board shall issue a license authorizing the practice of engineering to an applicant who, in the board's opinion, has met all the requirements of this subchapter.

(b) A license shall:

(1) show the full name of the license holder;

(2) have a serial number; and

(3) be signed by the presiding officer and the secretary of the board under the board's seal.

(c) A license is evidence that the person named on the license is entitled to all rights and privileges of an engineer.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.309. CERTIFICATION OR ENROLLMENT OF ENGINEERS-IN-TRAINING. (a) The board shall certify or enroll as an engineer-in-training an applicant who meets the requirements of Subsection (b) if the applicant is otherwise qualified.

(b) The board shall consider as minimum evidence that an applicant is qualified for certification or enrollment as an engineer-in-training if the applicant:

(1) complies with the education and character requirements of Section 1001.302; and

(2) has passed the board's eight-hour written examination in the fundamentals of engineering.

(c) The fee for an engineer-in-training certificate or enrollment must accompany the application.

(d) The certification or enrollment of an engineer-in-training is valid for eight years.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.310. TEMPORARY OR PROVISIONAL LICENSE. (a) The board by rule may adopt standards and procedures for issuing a temporary or provisional license under this chapter.

(b) The board may issue a provisional license to an applicant currently licensed in another jurisdiction who seeks a license in this state and who:

(1) has been licensed in good standing as an engineer

for at least two years in another jurisdiction, including a foreign country, that has licensing requirements substantially equivalent to the requirements of this chapter;

(2) has passed a national or other examination recognized by the board relating to the practice of engineering; and

(3) is sponsored by a person licensed by the board under this chapter with whom the provisional license holder will practice during the time the person holds a provisional license.

(c) The board may waive the requirement of Subsection (b)(3) for an applicant if the board determines that compliance with that subsection would be a hardship to the applicant.

(d) A provisional license is valid until the date the board approves or denies the provisional license holder's application for a license. The board shall issue a license under this chapter to the provisional license holder if:

(1) the provisional license holder is eligible to be licensed under Section 1001.311(b); or

(2) the provisional license holder meets the following requirements:

(A) the provisional license holder passes an examination that tests the provisional license holder's knowledge and understanding of the laws and rules relating to the practice of engineering in this state;

(B) the board verifies that the provisional license holder meets the academic and experience requirements for a license under this chapter; and

(C) the provisional license holder satisfies any other licensing requirements under this chapter.

(e) The board must approve or deny a provisional license holder's application for a license not later than the 180th day after the date the provisional license is issued. The board may extend the 180-day period if the results of an examination have not been received by the board before the end of that period.

(f) The board may establish a fee for provisional licenses in an amount reasonable and necessary to cover the cost of issuing the license.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003. Amended by Acts 2003, 78th Leg., ch. 1168, Sec. 25, eff. Sept. 1, 2003.

Sec. 1001.311. APPLICATION BY NONRESIDENT. (a) A person who holds a license or certificate of registration issued by another state or a foreign country may apply for a license in this state.

(b) The board may waive any prerequisite to obtaining a license for an applicant after reviewing the applicant's credentials and determining that the applicant holds a license issued by another jurisdiction that has licensing requirements substantially equivalent to those of this state.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003. Amended by Acts 2003, 78th Leg., ch. 1168, Sec. 25, eff. Sept. 1, 2003.

Sec. 1001.312. REPLACEMENT LICENSE. The board, subject to board rules, may issue a new license to replace a license that is lost, destroyed, or mutilated.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

SUBCHAPTER H. LICENSE RENEWAL

Sec. 1001.351. ANNUAL RENEWAL REQUIRED. (a) The board shall provide for the annual renewal of a license or registration issued under this chapter.

(b) The board by rule may adopt a system under which licenses and registrations expire on various dates during the year. For the year in which the license or registration expiration date is changed, the board shall prorate license or registration fees on a monthly basis so that each license or registration holder pays only that portion of the license or registration fee that is allocable to the number of months during which the license or registration is valid. On renewal of the license or registration on the new expiration date, the total license or registration renewal fee is payable.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Amended by Acts 2003, 78th Leg., ch. 1168, Sec. 26, eff. Sept. 1, 2003.

Sec. 1001.352. NOTICE OF LICENSE EXPIRATION. Not later than the 30th day before the date a person's license is scheduled to expire, the board shall send written notice of the impending expiration to the person at the person's last known address according to the records of the board.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.
Amended by Acts 2003, 78th Leg., ch. 1168, Sec. 27, eff. Sept. 1, 2003.

Sec. 1001.353. PROCEDURE FOR RENEWAL. (a) A person who is otherwise eligible to renew a license may renew an unexpired license by paying the required annual renewal fee to the board before the expiration date of the license. A person whose license has expired may not engage in activities that require a license until the license has been renewed.

(b) A person whose license has been expired for 90 days or less may renew the license by paying to the board the required annual renewal fee, a late renewal fee, and any applicable increase in fees as required by Section 1001.206.

(c) A person whose license has been expired for more than 90 days but less than two years may renew the license by paying to the board the required annual renewal fee, a late renewal fee, and any applicable increase in fees as required by Section 1001.206 for each delinquent year or part of a year.

(d) A person whose license has been expired for two years or more may not renew the license. The person may obtain a new license by complying with the requirements and procedures, including the examination requirements, for obtaining an original license.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.
Amended by Acts 2003, 78th Leg., ch. 1168, Sec. 27, eff. Sept. 1, 2003.
Amended by:

Acts 2005, 79th Leg., Ch. 259, Sec. 4, eff. September 1, 2005.

Sec. 1001.354. RENEWAL OF EXPIRED LICENSE BY OUT-OF-STATE PRACTITIONER. (a) A person who was licensed in this state, moved to another state, and is currently licensed and has been in practice in the other state for the two years preceding the date of application may obtain a new license without reexamination.

(b) The person must pay to the board a fee that is equal to two times the normally required renewal fee for the license.

Added by Acts 2003, 78th Leg., ch. 1168, Sec. 28, eff. Sept. 1, 2003.

Sec. 1001.355. INACTIVE STATUS. (a) An engineer may request inactive status at any time. A license holder on inactive status may not practice engineering.

(b) A license holder on inactive status must pay an annual fee set by the board.

(c) A license holder on inactive status is not required to:

(1) comply with the continuing education requirements adopted by the board; or

(2) take an examination for reinstatement to active status.

(d) To return to active status, a license holder on inactive status must:

(1) file with the board a written notice requesting reinstatement to active status;

(2) pay the fee for the annual renewal of the license and the fee increase required by Section 1001.206; and

(3) provide evidence satisfactory to the board that the person has complied with the continuing education requirements adopted by the board.

Added by Acts 2003, 78th Leg., ch. 1168, Sec. 28, eff. Sept. 1, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 837, Sec. 5, eff. September 1, 2007.

SUBCHAPTER I. PRACTICE OF ENGINEERING

Sec. 1001.401. USE OF SEAL. (a) On receiving a license, a

license holder shall obtain a seal in a design authorized by the board, showing the license holder's name and the legend "Licensed Professional Engineer" or "Registered Professional Engineer."

(b) A plan, specification, plat, or report issued by a license holder for a project to be constructed or used in this state must include the license holder's seal placed on the document. A license holder is not required to use a seal required by this section if the project is to be constructed or used in another state or country.

(c) A person may not place a seal on a document if the license of the license holder named on the seal has expired or has been suspended or revoked.

(d) A license holder is not required to use a seal under this section for a project for which the license holder is not required to hold a license under an exemption provided by Subchapter B.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 259, Sec. 5, eff. September 1, 2005.

Acts 2007, 80th Leg., R.S., Ch. 837, Sec. 6, eff. September 1, 2007.

Sec. 1001.402. ENFORCEMENT BY CERTAIN PUBLIC OFFICIALS. A public official of the state or of a political subdivision of the state who is responsible for enforcing laws that affect the practice of engineering may accept a plan, specification, or other related document only if the plan, specification, or other document was prepared by an engineer, as evidenced by the engineer's seal.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.403. PROFESSIONAL IDENTIFICATION. A person licensed under this chapter shall use the term "Engineer," "Professional Engineer," or "P.E." in the professional use of the person's name on a sign, directory, listing, document, contract, pamphlet, stationery, advertisement, signature, or another similar written or printed form of identification.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.404. ELIGIBILITY FOR APPOINTED STATE POSITION. An engineer is eligible to hold any appointive engineering position with the state.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.405. PRACTICE BY BUSINESS ENTITY; REGISTRATION. (a) In this section, "business entity" includes a sole proprietorship, firm, partnership, corporation, or joint stock association.

(b) A business entity may not engage in the practice of engineering in this state unless:

(1) the business entity is registered with the board; and

(2) the practice is carried on only by engineers.

(c) A business entity may register under this section by filing an application with the board on a form provided by the board. In addition to any other information required by board rule, the application must list the name and address of each officer or director of the business entity and each engineer who engages in the practice of engineering on behalf of the business entity.

(d) The registration of a business entity issued under this section expires on the first anniversary of the date the registration is issued. The registration may be renewed by the filing of an updated application under Subsection (c).

(e) A business entity may not represent to the public that it is engaged in the practice of engineering under any business name or use or cause to be used the term "engineer," "engineering," "engineering services," "engineering company," "engineering, inc.," "professional engineers," "licensed engineer," "registered engineer," "licensed professional engineer," "registered professional engineer," or "engineered," or any abbreviation or variation of those terms, or directly or indirectly use or cause to be used any of those terms in combination with other words, letters, signs, or symbols as a part of any sign, directory, listing, contract, document, pamphlet, stationery, advertisement, signature, or business name unless:

(1) the business entity is registered under this

section;

(2) the business entity is actively engaged in the practice of engineering; and

(3) each service, work, or act performed by the business entity that is part of the practice of engineering is either personally performed by an engineer or directly supervised by an engineer who is a regular full-time employee of the business entity.

(f) This section does not prohibit an engineer from performing engineering services on a part-time basis.

(g) Notwithstanding the other provisions of this section, the board by rule may provide that a business entity that has not previously registered with the board and that is engaged in the practice of engineering in violation of Subsection (b) is not subject to disciplinary action for the violation if the business entity registers with the board not later than the 30th day after the date the board gives written notice to the business entity of the registration requirement. This subsection does not apply to a business entity whose registration has expired.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003. Amended by Acts 2003, 78th Leg., ch. 1168, Sec. 29, eff. Sept. 1, 2003.

Sec. 1001.406. GRADUATE ENGINEERS. (a) A graduate of a university recognized by the American Association of Colleges and Universities who has a degree from an engineering program accredited by the Accreditation Board for Engineering and Technology (ABET) has the right to:

(1) disclose any college degree received by the person; and

(2) use the term "graduate engineer" on the person's stationery or business cards or in personal communications of any character.

(b) A graduate engineer who is employed in a firm registered under this chapter and who is working under the direct supervision of a licensed professional engineer may use the term "engineer" on the person's stationery or business cards or in personal

communications of any character.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003. Amended by Acts 2003, 78th Leg., ch. 1168, Sec. 30, eff. Sept. 1, 2003.

Sec. 1001.407. CONSTRUCTION OF CERTAIN PUBLIC WORKS. The state or a political subdivision of the state may not construct a public work involving engineering in which the public health, welfare, or safety is involved, unless:

(1) the engineering plans, specifications, and estimates have been prepared by an engineer; and

(2) the engineering construction is to be performed under the direct supervision of an engineer.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

SUBCHAPTER J. PROHIBITED PRACTICES AND DISCIPLINARY PROCEDURES

Sec. 1001.451. DISCIPLINARY POWERS OF BOARD. On a determination that a ground for disciplinary action exists under Section 1001.452, the board may:

(1) deny an application for a license;

(2) revoke, suspend, or refuse to renew a license;

(3) probate the suspension of a license; or

(4) formally or informally reprimand a license holder.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.452. GROUNDS FOR DISCIPLINARY ACTION. A person is subject to disciplinary action under Section 1001.451 for:

(1) a violation of this chapter or a board rule;

(2) fraud or deceit in obtaining a license;

(3) a documented instance of retaliation by an applicant against an individual who has served as a reference for that applicant;

(4) gross negligence, incompetency, or misconduct in the practice of engineering; or

(5) a failure to timely provide plans or specifications to the Texas Department of Licensing and Regulation as required by Article 9102, Revised Statutes.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.4525. PROBATION. (a) If a person's license suspension is probated, the board may require the person to:

(1) report regularly to the board on matters that are the basis of the probation;

(2) limit practice to the areas prescribed by the board; or

(3) continue or review professional education until the person attains a degree of skill satisfactory to the board in those areas that are the basis of the probation.

(b) The board by rule shall adopt written guidelines to ensure that probation is administered consistently.

Added by Acts 2003, 78th Leg., ch. 1168, Sec. 31, eff. Sept. 1, 2003.

Sec. 1001.4526. RESTITUTION. (a) Subject to Subsection (b), the board may order a person licensed or registered under this chapter to pay restitution to a consumer as provided in an agreement resulting from an informal settlement conference instead of or in addition to imposing an administrative penalty under this chapter.

(b) The amount of restitution ordered as provided in an agreement resulting from an informal settlement conference may not exceed the amount the consumer paid to the person for a service regulated by this chapter. The board may not require payment of other damages or estimate harm in a restitution order.

Added by Acts 2003, 78th Leg., ch. 1168, Sec. 31, eff. Sept. 1, 2003.

Sec. 1001.4527. RECUSAL OF BOARD MEMBER. (a) A board member who participated in the investigation of a complaint or in informal settlement negotiations regarding the complaint:

(1) may not vote on the matter at a board meeting related to the complaint; and

(2) shall state at the meeting why the member is prohibited from voting on the matter.

(b) A statement under Subsection (a)(2) shall be entered

into the minutes of the meeting.

Added by Acts 2003, 78th Leg., ch. 1168, Sec. 31, eff. Sept. 1, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 837, Sec. 7, eff. September 1, 2007.

Sec. 1001.453. REVIEW OF LICENSE HOLDER'S STATUS. (a) The board by rule may review the status of a license holder the board believes:

(1) may have been issued a license through fraud or error; or

(2) may constitute a threat to the public health, safety, or welfare.

(b) The board may suspend or revoke a license held by a person whose status is reviewed under this section.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.454. RIGHT TO HEARING. (a) If the board proposes to suspend or revoke a person's license, the person is entitled to a hearing.

(b) Proceedings for the suspension or revocation of a license are governed by Chapter 2001, Government Code.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.455. APPEAL OF LICENSE REVOCATION. A person whose license has been revoked may file suit to annul or vacate the board's order revoking the license. The person may file the suit in the district court of the county in which:

(1) the person resides; or

(2) the alleged conduct that is the ground for revocation occurred.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.456. REISSUANCE OF REVOKED LICENSE. The board may reissue a license to a person whose license has been revoked if the board has sufficient reason to reissue the license. At least

six board members must vote for reissuance of the license. A new license may be issued in accordance with board rules.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

SUBCHAPTER K. ADMINISTRATIVE PENALTY

Sec. 1001.501. IMPOSITION OF ADMINISTRATIVE PENALTY. The board may impose an administrative penalty on a person who violates this chapter or a rule adopted or order issued under this chapter.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.502. AMOUNT OF ADMINISTRATIVE PENALTY. (a) The amount of an administrative penalty may not exceed $3,000 for each violation. Each day a violation continues or occurs is a separate violation for purposes of imposing a penalty.

(b) The amount of the penalty shall be based on:

(1) the seriousness of the violation, including:

(A) the nature, circumstances, extent, and gravity of the prohibited act; and

(B) the hazard or potential hazard created to the health, safety, or economic welfare of the public;

(2) the economic harm to property or the environment caused by the violation;

(3) the history of previous violations;

(4) the amount necessary to deter a future violation;

(5) efforts or resistance to efforts to correct the violation; and

(6) any other matter that justice may require.

(c) The board may include in the amount of the penalty the actual costs of investigating and prosecuting the violation.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.503. OPTIONS FOLLOWING DECISION: PAY OR APPEAL. (a) Not later than the 30th day after the date the board's order becomes final, the person shall:

(1) pay the administrative penalty;

(2) pay the penalty and file a petition for judicial review contesting the occurrence of the violation, the amount of

the penalty, or both; or

(3) without paying the penalty, file a petition for judicial review contesting the occurrence of the violation, the amount of the penalty, or both.

(b) Within the 30-day period, a person who acts under Subsection (a)(3) may:

(1) stay enforcement of the penalty by:

(A) paying the penalty to the court for placement in an escrow account; or

(B) giving to the court a supersedeas bond that is approved by the court and that is:

(i) for the amount of the penalty; and

(ii) effective until judicial review of the board's order is final; or

(2) request the court to stay enforcement of the penalty by:

(A) filing with the court an affidavit of the person stating that the person is financially unable to pay the penalty and is financially unable to give the supersedeas bond; and

(B) giving a copy of the affidavit to the executive director by certified mail.

(c) If the executive director receives a copy of an affidavit under Subsection (b)(2), the executive director may file with the court a contest to the affidavit not later than the fifth day after the date the copy is received.

(d) The court shall hold a hearing on the facts alleged in the affidavit as soon as practicable and shall stay enforcement of the penalty on finding that the alleged facts are true. The person who files an affidavit has the burden of proving that the person is financially unable to pay the penalty or give a supersedeas bond.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.504. COLLECTION OF PENALTY. If the person does not pay the administrative penalty and the enforcement of the penalty is not stayed, the executive director may refer the matter to the attorney general for collection.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.505. DETERMINATION BY COURT. (a) If a court sustains the determination that a violation occurred, the court may uphold or reduce the amount of the administrative penalty and order the person to pay the full or reduced penalty.

(b) If a court does not sustain the determination that a violation occurred, the court shall order that an administrative penalty is not owed.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.506. REMITTANCE OF PENALTY AND INTEREST. (a) If, after judicial review, the administrative penalty is reduced or not imposed by the court, the court shall:

(1) order the appropriate amount, plus accrued interest, be remitted to the person if the person paid the penalty; or

(2) order the release of the bond:

(A) if the person gave a supersedeas bond and the penalty is not upheld by the court; or

(B) after the person pays the penalty if the person gave a supersedeas bond and the penalty is reduced.

(b) The interest paid under Subsection (a)(1) is at the rate charged on loans to depository institutions by the New York Federal Reserve Bank. The interest shall be paid for the period beginning on the date the penalty is paid and ending on the date the penalty is remitted.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.507. DISPOSITION OF PENALTY. The part of an administrative penalty that represents the costs incurred by the board in investigating and prosecuting the violation may be appropriated only to the board to reimburse the board for performance of its regulatory functions.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.508. ADMINISTRATIVE PROCEDURE. (a) A proceeding under this subchapter is subject to Chapter 2001,

Government Code.

(b) The board shall adopt rules of procedure for imposing an administrative penalty. The rules must conform to the requirements of Chapter 2001, Government Code.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

SUBCHAPTER L. OTHER PENALTIES AND ENFORCEMENT PROVISIONS

Sec. 1001.551. INJUNCTION. (a) In addition to any other action authorized by law, the board may bring an action in the board's name to enjoin a person from violating this chapter or a board rule.

(b) An action under this section must be brought in a district court of Travis County.

(c) To sustain an action under this section, the board is not required to allege or prove that:

(1) an adequate remedy at law does not exist; or

(2) substantial or irreparable damage would result from the continued violation.

(d) In an action for an injunction under this section, the defendant may assert and prove as a complete defense to the action that the board deprived the defendant of a license by a board action or proceeding that was:

(1) arbitrary or capricious;

(2) contrary to law; or

(3) conducted without due process of law.

(e) Either party to an action under this section may appeal to the appellate court with jurisdiction of the action.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.552. CRIMINAL PENALTY. (a) A person commits an offense if the person:

(1) engages in the practice of engineering without being licensed or exempted from the licensing requirement under this chapter;

(2) violates this chapter;

(3) presents or attempts to use as the person's own the license or seal of another; or

(4) gives false evidence of any kind to the board or a board member in obtaining a license.

(b) An offense under this section is a Class A misdemeanor.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.553. REPORT OF VIOLATION. A public official shall report a violation of this chapter to the proper authorities.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.554. PRESENTATION OF COMPLAINTS BY BOARD; ASSISTANCE AT TRIAL. (a) A member of the board may present to a prosecuting officer a complaint relating to a violation of this chapter.

(b) The board through its members, officers, counsel, and agents and subject to the control of the prosecuting officer may assist in the trial of a case involving an alleged violation of this chapter.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.555. ATTORNEY GENERAL AS LEGAL ADVISOR; REPRESENTATION BY ATTORNEY GENERAL. (a) The attorney general shall:

(1) act as legal advisor of the board;

(2) provide legal assistance to the board as necessary to enforce this chapter and make it effective; and

(3) represent the board in an action brought to enforce this chapter.

(b) This section does not affect the duties of local prosecuting officers.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

Sec. 1001.556. APPEAL BOND. The board is not required to give an appeal bond in a cause arising under this chapter.

Added by Acts 2001, 77th Leg., ch. 1421, Sec. 1, eff. June 1, 2003.

SUBCHAPTER M. ADVISORY OPINIONS

Sec. 1001.601. BOARD ADVISORY OPINIONS. (a) On its own

initiative or at the request of any interested person, the board shall prepare a written advisory opinion about:

(1) an interpretation of this chapter; or

(2) the application of this chapter to a person in regard to a specified existing or hypothetical factual situation.

(b) The board shall respond to requests for opinions within 180 days unless the board affirmatively states the board's reason:

(1) for not responding to the request within 180 days; or

(2) for not responding to the request at all.

Added by Acts 2003, 78th Leg., ch. 1168, Sec. 32, eff. Sept. 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 259, Sec. 6, eff. September 1, 2005.

Sec. 1001.602. MAINTENANCE OF OPINIONS; SUMMARY. The board shall:

(1) number and classify each advisory opinion issued under this subchapter; and

(2) annually compile a summary of the opinions in a single reference document that is available on the Internet.

Added by Acts 2003, 78th Leg., ch. 1168, Sec. 32, eff. Sept. 1, 2003.

Sec. 1001.603. ATTORNEY GENERAL'S OPINIONS. The authority of the board to issue an advisory opinion under this subchapter does not affect the authority of the attorney general to issue an opinion as authorized by law.

Added by Acts 2003, 78th Leg., ch. 1168, Sec. 32, eff. Sept. 1, 2003.

Sec. 1001.604. RELIANCE ON ADVISORY OPINION. It is a defense to prosecution or to imposition of a civil penalty that a person reasonably relied on a written advisory opinion of the board relating to:

(1) the provision of the law the person is alleged to have violated; or

(2) a fact situation that is substantially similar to the fact situation in which the person is involved.

Added by Acts 2003, 78th Leg., ch. 1168, Sec. 32, eff. Sept. 1, 2003.

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

ACCEPTANCE DATE: MARCH 11, 2009 | ACCEPTANCE OPENING TIME: 9:30 A.M.

DESCRIPTION OF RFQ: "EXPANSION OF ARCHITECTURAL SERVICES-HIDALGO COUNTY"

RFQ NO: 2009-098-03-11-CGV

RFQ NO.	NAME OF COMPANY	Acknowledge Receipt	Addendum (If Applicable)
1.	TAG International Austin, Texas	√√√	N/A
2.	Rike Ogen Figueroa Allex Architects, McAllen, Texas	√√√	N/A
3.	Alamo Architects San Antonio, Texas	√√√	N/A
4.	Megamorphosis Inc. Harlingen, Texas	√√√	N/A
5.			
6.			
7.			
8.			
9.			
10.			

HIDALGO COUNTY PURCHASING DEPARTMENT

RFQ-REFERRAL EXPANSION POOL

DESCRIPTION OF RFQ: "EXPANSION OF ARCHITECTURAL SERVICES-HIDALGO COUNTY"	RFQ NO: 2009-098-03-11CGV
RFQ ACCEPTANCE DATE: MARCH 11, 2009	ACCPETANCE OPENING TIME: 9:30 A.M.
PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: MARCH 24, 2009 THROUGH FEBRUARY 9, 2010.	

AREA OF SPECIALIZATION

RFQ#	NAME OF COMPANY	Design and Construction of Multi-level Parking structures	Pre-Design Services	Space Planning	Needs Assessment	ADA Compliance	Code Analysis	Master Planning	Design for New Construction	Design for Alterations / Renovations	Interior Design	Programming	Forensic Studies	Cost Estimating	Other
#01	TAG INTERNATIONAL 3160 BEE CAVE RD. # 200 AUSTIN, TX 78746 Bruce Jackson AIA, Partner		X						X	X	X	X		X	
#02	RIKE OGDEN FIGUEROA ALLEX ARCHITECTS, INC. 1007 WALNUT AVE., McALLEN, TX 78501 Luis Figueroa, AIA, Principal luis@rofainc.com 956-686-7771		X	X	X	X			X	X	X			X	
#03	ALAMO ARCHITECTS 1512 South Flores San Antonio, Texas 78204 210-227-2612 Gerald E. Lammers, Principal jerry@alamoarchitects.com	X	X	X	X	X	X	X	X		X	X		X	
#04	MEGAMORPHOSIS, INC. 1409 N. Stuart Place Rd. Harlingen, Texas 78550 Ph.: 956-425-1779 Fax: 956-425-5886 Margaret F. Jorn, President mega@megarmorhposisdesign.net		X	X		X			X	X	X	X		X	

RFQ-REFERRAL POOL
ARCHITECTURAL SERVICES
HIDALGO COUNTY
PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: FEBRUARY 9, 2009 THROUGH FEBRUARY 9, 2010.

		AREAS OF SPECIALIZATION													
RFQ#	NAME OF COMPANY	Design and Construction of Multi-level Parking structures	Pre-Design Services	Space Planning	Needs Assessment	ADA Compliance	Code Analysis	Master Planning	Design for New Construction	Design for Alterations/Resnovations	Interior Design	Programming	Forensic Studies	Cost Estimating	Other
#01	GIGNAC & Associates, LLP 222 E. Van Buren, Ste. 102 Harlingen, TX 78550 Attn: Raymond Gignac, Principal (956) 365-4820 Fax: (956) 365-4821 E-mail: rgignac@gignac-associates.com	X	X	X	X	X	X	X	X	X	X				
#02	V-A ARCHITECTS Reynaldo Vargas, Architect, Inc. 2029 Industrial Drive Mc Allen, TX 78504 Attn: Reynaldo Vargas, AIA, Architect/President (956) 631-2242 Fax: (956) 686-7916 E-mail: vaarchi@aol.com	X	X	X	X	X	X	X	X	X	X		X	X	
#03	**Milnet Architectural Services** 608 S. 12th Street McAllen, TX 78501 Attn: Rodolfo R. Molina Jr., AIA, Principal (956) 688-5656 Fax: (956) 687-9289 E-mail: milnet@swbell.net	X	X	X	X	X	X	X	X	X	X	X			
#04	Dannenbaum Engineering Company 1109 Nolana Loop Suite 208 McAllen, Tx 78504 Ph: 956-682-3677	X	X	X	X	X	X	X	X	X	X		X	X	

#05	Alcocer Garcia Associates Design 1333 East Jasmine Ave. McAllen, Tx 78501 edo@agadc.com, george@agadc.com	X	X	X	X	X	X	X	X	X	X		X		
#06	**IDEA Group, Inc.** 1409 Galveston Ave. Mc Allen, TX 78501 Attn: Jesus Bustos, Principal (956) 686-6806 Fax: (956) 686-5704 E-mail: ideagrp95@sbcglobal.net		X	X		X		X	X	X	X		X		
#07	**AMTECH Building Sciences, Inc.** 2708 N. 10th St., Suite C, PMB #371 McAllen, TX 78501 Attn: Michael D. Hovar, AIA (956) 686-3095 Fax: (956) 686-2233 mida@architectos.com	X	X		X		X		X	X			X		
#08	**Mata Villarreal Garcia Design Group, LLP** 201 S. 10th St. Suite 2 Mc Allen, TX 78501 Attn: Fernando Mata, AIA, Principal (956) 631-1945 Fax: (956) 631-1968 E-mail: fmata@mvgdesign.us			X					X	X	X	X			
#09	**ERO International, LLP** 300 South 8th Street Mc Allen, TX 78501 Attn: Eli R. Ochoa, PE, AIA (956) 661-0400 Fax: (956) 661-0401 E-mail: eochoa@erointernational.com WEB: www.erointernational.com	X	X	X	X	X	X	X	X	X	X	X	X	X	
#10	**Gomez Mendez Saenz, Inc.** 1150 Paredes Line Road Brownsville, TX 78521 Attn: Rudy V. Gomez, AIA, AICP, President		X	X	X	X	X	X	X	X	X	X	X	X	

	Ph.: (956) 546-0110 Fax: (956) 546-0196 E-mail: rudyg.gms@bizrgv.rr.com														
#11	**Di Stefano/Santopetro Architect, INC.** 729 N. Ware Road, Suite 105 McAllen, TX 78501 Attn: Joseph M. Santopetro, AIA, Principal Ph.: (956) 683-1958 Fax: (956) 683-1965 E-mail: j.santopetro@dsarchitectsinc.com	X	X	X		X	X	X	X	X	X	X	X	X	

HIDALGO COUNTY
PROFESSIONAL ENGINEERING POOL

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 9, 2009 through February 9, 2010

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#01	**R E Garcia and Associates** 116 N. 12th Avenue Edinburg, TX 78541-3501 Attn: Raul E. Garcia, P.E., R.P.L.S. (956) 381-1061 Fax: (956) 381-1280 E-mail: regaassoc@aol.com	X					X		X	
#02	**Salinas Engineering & Associates** 2221 Daffpdo; Ave. McAllen, TX 78501 Attn: David Omar Salinas, P.E., M.S.E.E. (956) 682-9081 Fax: (956) 686-1489 Dsalinas.sea@sbcglobal.net	X	X				X		X	
#03	**Halff Associates, Inc.** 500 W. Military Suite 100 McAllen, TX 78503 Attn: Robert L. Saenz, P.E., C.F.M. (956) 664-0286 Fax: (956) 664-0282 rsaenz@halff.com	X	X		X	X	X	X	X	
#04	**Millennium Engineers Group, Inc.** 705 Dawson Drive Edinburg, Texas 78539 Attn: Raul Palma, P.E. (956) 383-8522 Fax: (956) 383-0295 E-mail: meg@megengineers.com	X		X			X		X	Construction Materials Testing
#05	**M Garcia Engineering** 400 Nolana Suite D McAllen, Texas 78504 Attn: Mariano Garcia, P.E. (956) 687-9421 Fax: 687-3211 E-Mail: mariano@mgarciaengineering.com	X								
#06	**Ambiotec Civil Engineering Group, Inc.** 5420 Paredes Line Road. Brownsville, TX 78526 Attn: Vicente Mendez, P.E., R.P.L.S. (956) 548-9333 Fax: (956) 548-9399 E-mail: vmendez@ambiotec.com	X					X			
#07	**Hinojosa Engineering, Inc.** 108 W. 18TH Street Mission, Texas 78572 Attn: Ricardo Hinojosa, P.E. -President (956) 581-0143 Fax: (956) 581-2074 E-mail: hinojosaenginc@aol.com; rhinojosa@heningineering.com Website: www.hengineering.com	X	X							

HIDALGO COUNTY
PROFESSIONAL ENGINEERING POOL

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 9, 2009 through February 9, 2010

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#08	**Gilbert J. Guerra Engineering, LLC d/b/a Rio Delta Engineering** 921 South 10th Edinburg, TX 78539 Attn: Gilbert J. Guerra, P.E. (956) 380-5152 Fax: (956) 380-5083 E-mail: riodelta2004@yahoo.com	X								
#09	**Quintanilla, Headley and Associates, Inc.** 124 E. Stubs St. Edinburg, Texas 78539 Attn: Alfonso Quintanilla, P.E., President (956) 381-6480 Fax: (956) 381-0527 E-mail: quintanillaheadley@sbcglobal.net	X							X	
#10	**Cruz-Hogan Consultants, Inc.** 605 E. Violet Avenue, Suite 5 McAllen, Texas 78504 Attn: Ronnie Cruz, P.E. (956) 682-5022 Fax: (956) 682-5089 E-Mail: Ronnie@cruzhogan.net	X					X			Water & Wastewater Treatment Collection & Distribution
#11	**Civil Systems Engineering, Inc.** P. O. Box 572373 (9894 Bissonnet Street, Suite 404) Houston, TX 77257 Attn: Daren Li, President (713) 782-3811 Fax: (713) 782-3812 E-mail: dli@cseengineers.com Web: www.cseengineers.com	X					X		X	GIS Applications
#12	**Cook-Joyce, Inc.** 812 West 11th Street Austin, Texas 78701 Attn: J. Brian Dudley, Sr., P.E. (512) 474-9097 Fax: (512) 474-8463 E-mail: brian.dudley@cook-joyce.com Web: www.cook-joyce.com	X					X			
#13	**Izaguirre Engineering Group, LLc.** 7413 N. La Homa Rd. Mission, TX 78574 Attn: Gilberto A. Gracia, P.E.	X					X		X	
#14	**Rodriguez Engineering** 5602 East Iowa Rd. Edinburg, Texas 78539 Attn: Mr. Leo L. Rodriguez, Jr., P.E./R.P.L.S. -President (956) 491-1013 Fax: 380-2775 E-mail: atm1963@hotmail.com	X							X	

HIDALGO COUNTY
PROFESSIONAL ENGINEERING POOL

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 9, 2009 through February 9, 2010

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#15	**Javier Hinojosa Engineering** 416 E. Dove Avenue McAllen, Texas 78504 Attn: Javier Hinojosa, P.E., Owner (956) 668-1588 Fax: (956) 994-8102 E-mail: javhin@rgv.rr.com	X								
#16	**L&G Engineering** 2100 W. Expressway 83 Mercedes, Texas 78570 Attn: Jacinto Garza, President (956) 565-9813 Fax: (956) 565-9018 E-mail: jacinto@lgengineers.com	X		X			X		X	
#17	**S&B Infrastructure, Ltd.** 5408 North 10th Street McAllen, Texas 78504 Attn: Daniel O. Rios, P.E., Senior Vicd-President (956) 926-5000 Fax: (956) 994-0427 E-mail: dorios@sbinfra.com	X	X		X	X	X	X	X	-GIS Services and Database Development -Funding Liaison and Funding Application Preparation -Public Involvement -Water/Wastewater -Design-Build (Roadway, Facilities) -NPDES Engineering/Documentation -Disaster Mitigation / Damage Assessment -Economic Analysis (Benefit-Cost) -Railway Planning -Construction Management/Inspection
#18	**Melden and Hunt, Inc.** 115 W. Mcintyre St. Edinburg, TX 78541 Attn: Fred L. Kurth, President (956) 381-0981 Fax: (956) 381-1839 fkurth@meldenandhunt.com	X								
#19	**Noe Garza Engineers, Inc.** 208 West Ferguson, Unit 2 Pharr, TX 78577 Attn: Noe Garza, President (956) 783-1207 Fax: (956) 783-1209 E-mail: Lydia.rodriguez@ngeinc.net	X	X							
#20	**DOS Logistics** P.O. Box 8337 212 W. 3RD St. Weslaco, Texas 78596 Attn: Eric C. Ybarra, President (956) 968-8800 Fax: (956) 447-8194 E-mail: ericybarra@doslogistics.com Web: www.doslogistics.com	X	X				X		X	

HIDALGO COUNTY
PROFESSIONAL ENGINEERING POOL

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 9, 2009 through February 9, 2010

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#21	**Vanguard Engineering** 2201 Northgate Drive Weslaco, TX 78596 Attn: Victor H. Garcia, P.E. (956) 5145086 Fax: (956) 514-5036 E-mail: vgarcia@vanguardeng.com	X	X	X					X	
#22	**DBR Engineering Consultants, Inc.** 7001 North 10th Street McAllen, TX 78504 Attn: Brian C. Uhlrich, P.E. (956) 683-1640 Fax: (956) 683-1903 E-mail: buhlrich@dbrinc.com				X	X		X		
#23	**J. E. Saenz & Associates, Inc.** 211 E. Wisconsin Edinburg, Texas 78539 Attn: Jose E. Saenz, President (956) 383-2984 Fax: (956) 383-3736 E-mail: jacalifa@jesaenz.com; eddie@jesaenz.com	X							X	
#24	**TEDSI Infrastructure Group** 1201 E. Expressway 83 Mission, Texas 78572 Attn: Jesse Salinas, Principal (956) 424-7898 Fax: (956) 424-7022 E-mail: jsalinas@tedsi.com Web: www.tesdi.com	X					X		X	
#25	**Dannenbaum Engineering Company - McAllen, LLC** 1109 Nolana Loop, Suite 208 McAllen, Texas 78504 Attn: Louis H. Jones, Jr., P.E., Vice-President (956) 682-3677 Fax: (956) 682-3677 E-mail: southtexas@dannenbaum.com Web: www.dannenbaum.com	X	X				X		X	
#26	**LJA Engineering & Surveying, Inc.** 2929 Briarpark Drive, Suite 600 Houston, TX 77042 Attn: David Quebedeaux, P.E. (713) 953-5200 Fax: (713) 953-5026 E-mail: dquebedeaux@ljaengineering.com	X								

HIDALGO COUNTY
PROFESSIONAL ENGINEERING POOL

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 9, 2009 through February 9, 2010

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#27	**R. Gutierrez Engineering Corporation** 130 East Park Pharr, Texas 78577 Attn: Ramiro Gutierrez, P.E., President (956) 782-2557 Fax: (956) 782-2558 E-mail: office@rgutierrezengineering.com ;rguteng@sbcglobal.net	X							X	
#28	**Guzman & Munoz Engineering and Surveying, Inc.** 1100 E. Jasmine, Ste. 107 McAllen, TX 78501 Attn: Jose L. Munoz, President (956) 682-3812 Fax: (956) 682-3813 E-mail: jmunoz@gmes.biz	X	X		X				X	
#29	**KK Engineering Consultant** 410 E. Dove Ave. McAllen, Texas 78504 Attn: Kambiz S. Khademi, PE, President/Owner (956) 630-2125 Fax: (956) 630-2219 E-mail: kkhademi@sbcglobal.net	X								
#30	**SAMES, Inc.** 2606 Woods Drive Edinburg, TX 78539 Attn: Sam Maldonado, Principal (956) 702-8880 Fax: (956) 702-8883 E-mail: sam@samengineering-surveying.com	X	X						X	
#31	**TERRACON CONSULTANTS** 1506 Mid-Cites Drive Pharr, Texas 78577 Attn: Jorge A. Flores, P.G. (956) 283-8254 Fax: (956) 283-8279 E-Mail: jaflores@terracon.com			X			X			-Construction Materials Testing -Facilities

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
9-1100-415-00-115-002-0-334	CO WIDE ADM-ARCH & ENG SRV	220,000.00	220,000.00	.00	.00	.00	100.00
9-1100-419-40-220-001-0-334	GEN GOVT BLDG-ARCH & ENG SRV	6,500.00	.00	.00	.00	6,500.00	.00
9-1100-429-30-115-029-0-334	TRAFFIC ENGINEERING-ARCH & ENG SRV	105,275.00	62,750.00	5,000.00	5,000.00	37,525.00	64.36
9-1100-432-00-122-001-0-334	SANITATION PCT.2-ARCH & ENG SRV	4,000.00	.00	.00	.00	4,000.00	.00
9-1100-432-00-123-001-0-334	SANITATION PCT.3-ARCH & ENG SRV	85,000.00	68,103.62	4,621.77	4,621.77	12,274.61	85.56
9-1100-432-00-124-001-0-334	SANITATION PCT.4-ARCH & ENG SRV	30,000.00	100.00	.00	.00	29,900.00	.33
1100 GENERAL FUND		**450,775.00**	**350,953.62**	**9,621.77**	**9,621.77**	**90,199.61**	**79.99**
1200 R&B COUNTYWIDE							
9-1200-431-00-260-001-0-334	R-O-W DEPT-ARCH & ENG SRV	2,000.00	.00	.00	.00	2,000.00	.00
1200 R&B COUNTYWIDE		**2,000.00**	**.00**	**.00**	**.00**	**2,000.00**	**.00**
1201 R&B PRECINCT 1							
9-1201-431-00-121-005-0-334	PCT.1 P/U RD-ARCH & ENG SRV	28,734.00	25,534.00	.00	.00	3,200.00	88.86
9-1201-431-00-121-007-0-334	PCT.1 LATERAL ROAD-ARCH & ENG SRV	250.00	.00	.00	.00	250.00	.00
1201 R&B PRECINCT 1		**28,984.00**	**25,534.00**	**.00**	**.00**	**3,450.00**	**88.10**
1202 R&B PRECINCT 2							
9-1202-431-00-122-006-0-334	PCT.2 P/U RD-ARCH & ENG SRV	82,336.22	31,336.22	.00	.00	51,000.00	38.06
1202 R&B PRECINCT 2		**82,336.22**	**31,336.22**	**.00**	**.00**	**51,000.00**	**38.06**
1203 R&B PRECINCT 3							
9-1203-431-00-123-005-0-334	PCT.3 P/U RD-ARCH & ENG SRV	21,200.00	1,200.00	.00	.00	20,000.00	5.66
9-1203-431-00-123-025-0-334	PCT.3 ROADWAY SYS STUDY-ARCH & ENG SRV	2,038.63	2,038.63	.00	.00	.00	100.00
1203 R&B PRECINCT 3		**23,238.63**	**3,238.63**	**.00**	**.00**	**20,000.00**	**13.94**
1204 R&B PRECINCT 4							
9-1204-431-00-124-007-0-334	PCT.4 P/U RD-ARCH & ENG SRV	21,710.00	2,300.00	.00	.00	19,410.00	10.59
9-1204-431-00-124-008-0-334	PCT.4 LATERAL ROAD-ARCH & ENG SRV	5,000.00	.00	.00	.00	5,000.00	.00
1204 R&B PRECINCT 4		**26,710.00**	**2,300.00**	**.00**	**.00**	**24,410.00**	**8.61**
1212 PARKS PRECINCT 2							
9-1212-452-00-122-008-0-334	PARKS PCT.2-ARCH & ENG SRV	9,000.00	.00	.00	.00	9,000.00	.00
1212 PARKS PRECINCT 2		**9,000.00**	**.00**	**.00**	**.00**	**9,000.00**	**.00**
1310 BORDER COLONIA ACCESS PROGRAM							
9-1310-431-00-121-394-0-334	PCT.1-RAMOSVILLE-ENG&ARCH SRV	266.50	.00	.00	.00	266.50	.00
9-1310-431-00-121-397-0-334	PCT.1-SAENZ-ENG&ARCH SRV	403.10	.00	.00	.00	403.10	.00
9-1310-431-00-121-401-0-334	PCT.1-SUNRISE HILL/J.OLIVAREZ-ENG&ARCH S	571.06	.00	.00	.00	571.06	.00
9-1310-431-00-121-402-0-334	PCT.1-SUNRISE HILL/R.GUERRA-ENG&ARCH SRV	506.88	.00	.00	.00	506.88	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1310 BORDER COLONIA ACCESS PROGRAM							
9-1310-431-00-121-403-0-334	PCT.1-SUNRISE HILL/R.GONZALEZ-ENG&ARCH S	506.88	.00	.00	.00	506.88	.00
9-1310-431-00-121-404-0-334	PCT.1-TROPICAL FARMS/SAMOA-ENG&ARCH SRV	2,237.28	.00	.00	.00	2,237.28	.00
9-1310-431-00-122-070-0-334	PCT.2-COUNTRY LIVING-ENG&ARCH SRV	110.40	.00	.00	.00	110.40	.00
9-1310-431-00-122-496-0-334	PCT.2-CAMPO ALTO/VISTA CIR E-ENG&ARCH SR	887.00	.00	.00	.00	887.00	.00
9-1310-431-00-122-497-0-334	PCT.2-CAMPO ALTO/VISTA CIR W-ENG&ARCH SR	887.00	.00	.00	.00	887.00	.00
9-1310-431-00-122-520-0-334	PCT.2-PLUMOSA VILLAGE-ENG&ARCH SRV	8,050.00	.00	.00	.00	8,050.00	.00
9-1310-431-00-122-535-0-334	PCT.2-S TOWER EST/SAN ANGELO-ENG&ARCH SR	3,967.50	.00	.00	.00	3,967.50	.00
9-1310-431-00-122-536-0-334	PCT.2-S TOWER EST/SAN DIEGO-ENG&ARCH SRV	3,081.00	.00	.00	.00	3,081.00	.00
9-1310-431-00-123-065-0-334	PCT.3-N COUNTRY EST/DIOSA-ENG&ARCH SRV	352.37	.00	352.37	352.37	.00	100.00
9-1310-431-00-123-066-0-334	PCT.3-N COUNTRY EST 2/EARTH-ENG&ARCH SRV	352.37	.00	352.37	352.37	.00	100.00
9-1310-431-00-123-462-0-334	PCT.3-BASHAM 16/EXT CO RD-ENG&ARCH SRV	617.02	.00	617.02	617.02	.00	100.00
9-1310-431-00-123-465-0-334	PCT.3-CARLOS LEAL 2-ENG&ARCH SRV	1,998.33	.00	.00	.00	1,998.33	.00
9-1310-431-00-124-081-0-334	PCT.4-ACACIA-ENG&ARCH SRV	560.28	560.28	.00	.00	.00	100.00
9-1310-431-00-124-086-0-334	PCT.4-BAR 2/CACTUS-ENG&ARCH SRV	280.30	280.30	.00	.00	.00	100.00
9-1310-431-00-124-087-0-334	PCT.4-BAR 2/MESQUITE-ENG&ARCH SRV	280.30	280.30	.00	.00	.00	100.00
9-1310-431-00-124-088-0-334	PCT.4-BAR 5/ELIZABETH-ENG&ARCH SRV	278.29	278.29	.00	.00	.00	100.00
9-1310-431-00-124-089-0-334	PCT.4-BAR 5/ELAINE-ENG&ARCH SRV	323.44	323.44	.00	.00	.00	100.00
9-1310-431-00-124-090-0-334	PCT.4-BAR 5/YVONNE-ENG&ARCH SRV	323.44	323.44	.00	.00	.00	100.00
9-1310-431-00-124-094-0-334	PCT.4-EVANGELINE/ADAM-ENG&ARCH SRV	140.23	140.23	.00	.00	.00	100.00
9-1310-431-00-124-095-0-334	PCT.4-EVANGELINE/DESERT-ENG&ARCH SRV	140.23	140.23	.00	.00	.00	100.00
9-1310-431-00-124-096-0-334	PCT.4-EVANGELINE/G.MOLINA-ENG&ARCH SRV	140.23	140.23	.00	.00	.00	100.00
9-1310-431-00-124-097-0-334	PCT.4-FAYSVILLE-ENG&ARCH SRV	327.79	327.79	.00	.00	.00	100.00
9-1310-431-00-124-102-0-334	PCT.4-LOS TERRAZOS-ENG&ARCH SRV	402.28	402.28	.00	.00	.00	100.00
9-1310-431-00-124-103-0-334	PCT.4-MEADOW LANDS/TERRY-ENG&ARCH SRV	170.86	170.86	.00	.00	.00	100.00
9-1310-431-00-124-113-0-334	PCT.4-SEMINARY EST-ENG&ARCH SRV	298.28	298.28	.00	.00	.00	100.00
9-1310-431-00-124-460-0-334	PCT.4-RANCHO NUEVO/N BARRADA-ENG&ARCH SR	30.51	30.51	.00	.00	.00	100.00
1310 BORDER COLONIA ACCESS PROGRAM		**28,491.15**	**3,696.46**	**1,321.76**	**1,321.76**	**23,472.93**	**17.61**
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
9-1311-431-00-121-019-1-334	AGUA DULCE-ENG & ARCH SRV	177.18	62.99	114.19	114.19	.00	100.00
9-1311-431-00-121-066-0-334	BAR #3-ENG & ARCH SRV	1,129.25	.00	1,129.25	1,129.25	.00	100.00
9-1311-431-00-121-071-1-334	BARBOSA LOPEZ #1-ENG & ARCH SRV	550.83	195.82	355.01	355.01	.00	100.00
9-1311-431-00-121-103-1-334	BERNAL HEIGHTS #1-ENG & ARCH SRV	153.03	.00	153.03	153.03	.00	100.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
9-1311-431-00-121-105-1-334	BERNAL-ENG & ARCH SRV	284.33	.00	284.33	284.33	.00	100.00
9-1311-431-00-121-150-1-334	CHAPA III-ENG & ARCH SRV	105.24	31.79	57.64	57.64	15.81	84.98
9-1311-431-00-121-230-1-334	DIMAS #3-ENG & ARCH SRV	287.70	102.28	185.42	185.42	.00	100.00
9-1311-431-00-121-244-0-334	EL MESQUITE-ENG & ARCH SRV	393.25	139.80	253.45	253.45	.00	100.00
9-1311-431-00-121-245-1-334	EL MONTE-ENG & ARCH SRV	437.99	155.71	282.28	282.28	.00	100.00
9-1311-431-00-121-318-1-334	HIGH LAND-ENG & ARCH SRV	422.14	.00	422.14	422.14	.00	100.00
9-1311-431-00-121-368-0-334	LA BLANCA HEIGHTS-ENG & ARCH SRV	2,305.34	.00	.00	.00	2,305.34	.00
9-1311-431-00-121-391-0-334	LA PALMA S/D-ENG & ARCH SRV	666.14	236.81	429.33	429.33	.00	100.00
9-1311-431-00-121-392-0-334	LA PALOMA #1-ENG & ARCH SRV	1,690.30	.00	.00	.00	1,690.30	.00
9-1311-431-00-121-495-0-334	NORTH CAPISALLO-ENG & ARCH SRV	260.70	92.70	168.00	168.00	.00	100.00
9-1311-431-00-121-509-1-334	OLD REBEL HEIGHTS-ENG & ARCH SRV	2,316.13	.00	.00	.00	2,316.13	.00
9-1311-431-00-121-571-0-334	PUESTA DEL SOL-ENG & ARCH SRV	1,022.35	363.45	658.90	658.90	.00	100.00
9-1311-431-00-121-631-0-334	ROSEDALE HEIGHTS-ENG & ARCH SRV	2,631.69	.00	.00	.00	2,631.69	.00
9-1311-431-00-121-865-1-334	DIMAS #1-ENG & ARCH SRV	277.24	98.56	178.68	178.68	.00	100.00
9-1311-431-00-121-897-1-334	MEL GRAY-ENG & ARCH SRV	3,847.86	.00	.00	.00	3,847.86	.00
9-1311-431-00-122-240-1-334	EL CHARRO #2-ENG & ARCH SRV	8,855.10	8,855.10	.00	.00	.00	100.00
9-1311-431-00-122-252-0-334	ELDORA GARDENS-ENG & ARCH SRV	1,354.80	1,354.80	.00	.00	.00	100.00
9-1311-431-00-122-253-0-334	SANTANA SUBD/ELDORA RD-ENG & ARCH SRV	5,709.92	.00	.00	.00	5,709.92	.00
9-1311-431-00-122-406-1-334	LAS BRISAS-ENG & ARCH SRV	57,982.80	.00	.00	.00	57,982.80	.00
9-1311-431-00-122-412-0-334	LAS HACIENDAS-ENG & ARCH SRV	1,699.83	.00	1,699.83	1,699.83	.00	100.00
9-1311-431-00-122-484-1-334	MORNING SUN-ENG & ARCH SRV	2,110.80	2,110.80	.00	.00	.00	100.00
9-1311-431-00-122-557-1-334	PENTECOSTAL-ENG & ARCH SRV	1,881.50	1,881.50	.00	.00	.00	100.00
9-1311-431-00-122-580-1-334	RSW UNIT # 1-ENG & ARCH SRV	3,536.68	3,536.68	.00	.00	.00	100.00
9-1311-431-00-122-596-0-334	RANCHO ESCONDIDO-ENG & ARCH SRV	4,829.44	.00	.00	.00	4,829.44	.00
9-1311-431-00-122-605-1-334	RED BARN-ENG & ARCH SRV	2,126.04	1,063.02	1,063.02	1,063.02	.00	100.00
9-1311-431-00-122-620-0-334	ROADRUNNER #2-ENG & ARCH SRV	6,839.36	.00	6,839.36	6,839.36	.00	100.00
9-1311-431-00-122-693-0-334	SOUTH SIDE VILLAGE-ENG & ARCH SRV	903.70	903.70	.00	.00	.00	100.00
9-1311-431-00-122-740-0-334	TINY ACRES-ENG & ARCH SRV	1,664.10	1,664.10	.00	.00	.00	100.00
9-1311-431-00-122-767-1-334	VAL BAR ESTATES-ENG & ARCH SRV	1,475.60	1,475.60	.00	.00	.00	100.00
9-1311-431-00-123-014-1-334	ACEVEDO S/D #4-ENG & ARCH SRV	18,591.20	4,379.10	8,758.20	8,758.20	5,453.90	70.66
9-1311-431-00-123-015-0-334	ACOSTA S/D-ENG & ARCH SRV	7,819.90	5,525.86	.00	.00	2,294.04	70.66
9-1311-431-00-123-042-0-334	AMBER LAND S/D-ENG & ARCH SRV	329.26	.00	329.26	329.26	.00	100.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
9-1311-431-00-123-072-0-334	BARNEY GROVES S/D-ENG & ARCH SRV	893.34	.00	432.69	432.69	460.65	48.44
9-1311-431-00-123-141-0-334	CASA DE LOS VECINOS-ENG & ARCH SRV	10,112.25	.00	1,970.65	1,970.65	8,141.60	19.49
9-1311-431-00-123-152-1-334	CHULA VISTA ACRES-ENG & ARCH SRV	2,028.80	571.57	.00	.00	1,457.23	28.17
9-1311-431-00-123-247-0-334	EL PARAISO S/D-ENG & ARCH SRV	4,674.00	.00	.00	.00	4,674.00	.00
9-1311-431-00-123-250-0-334	EL SOL S/D #1-ENG & ARCH SRV	5,604.07	.00	1,216.19	1,216.19	4,387.88	21.70
9-1311-431-00-123-251-0-334	EL SOL S/D #2-ENG & ARCH SRV	3,436.91	.00	3,051.57	3,051.57	385.34	88.79
9-1311-431-00-123-267-1-334	EZEQUIEL ACEVEDO JR S/D#2-ENG & ARCH SRV	463.57	.00	463.57	463.57	.00	100.00
9-1311-431-00-123-312-0-334	HAVANA S/D-ENG & ARCH SRV	4,232.29	1,884.85	.00	.00	2,347.44	44.53
9-1311-431-00-123-325-1-334	HILDA S/D #3-ENG & ARCH SRV	1,915.35	1,163.91	.00	.00	751.44	60.77
9-1311-431-00-123-350-0-334	JESSAN S/D-ENG & ARCH SRV	466.24	172.04	.00	.00	294.20	36.90
9-1311-431-00-123-384-1-334	LA HOMA RD N S/D-ENG & ARCH SRV	7,536.24	.00	.00	.00	7,536.24	.00
9-1311-431-00-123-385-1-334	LA HOMA RD S S/D-ENG & ARCH SRV	31,541.56	2,294.60	4,589.20	4,589.20	24,657.76	21.82
9-1311-431-00-123-427-1-334	LOS EBANOS S/D-ENG & ARCH SRV	5,628.74	4,036.90	.00	.00	1,591.84	71.72
9-1311-431-00-123-488-1-334	MUNOZ ESTATES-ENG & ARCH SRV	6,622.70	2,949.37	.00	.00	3,673.33	44.53
9-1311-431-00-123-498-1-334	NORTH CROSS ESTATES-ENG & ARCH SRV	560.89	.00	560.89	560.89	.00	100.00
9-1311-431-00-123-784-1-334	VILLA CAPRI S/D-ENG & ARCH SRV	409.14	.00	409.14	409.14	.00	100.00
9-1311-431-00-123-837-0-334	WALTON S/D-ENG & ARCH SRV	284.90	.00	284.90	284.90	.00	100.00
9-1311-431-00-123-911-0-334	RESUB PLAT JIMENEZ S/D-ENG & ARCH SRV	2,424.86	1,286.29	.00	.00	1,138.57	53.05
9-1311-431-00-124-070-0-334	BAR VI-ENG & ARCH SRV	2,894.20	750.00	.00	.00	2,144.20	25.91
9-1311-431-00-124-128-0-334	CALMA ESTATES-ENG & ARCH SRV	335.00	335.00	.00	.00	.00	100.00
9-1311-431-00-124-129-0-334	CALMA ESTATES #2-ENG & ARCH SRV	477.50	477.50	.00	.00	.00	100.00
9-1311-431-00-124-130-0-334	CALMA ESTATES #3-ENG & ARCH SRV	1,252.90	305.00	.00	.00	947.90	24.34
9-1311-431-00-124-155-0-334	CITRUS CITY LAKE-ENG & ARCH SRV	1,591.50	.00	.00	.00	1,591.50	.00
9-1311-431-00-124-167-0-334	COLONIA BIG 5-ENG & ARCH SRV	3,545.04	.00	.00	.00	3,545.04	.00
9-1311-431-00-124-363-1-334	L & R GARZA-ENG & ARCH SRV	1,805.25	831.25	.00	.00	974.00	46.05
9-1311-431-00-124-482-0-334	MORNING SIDE ESTATES-ENG & ARCH SRV	263.10	.00	.00	.00	263.10	.00
9-1311-431-00-124-541-0-334	PALMA S/D #1-ENG & ARCH SRV	4,011.25	1,857.25	.00	.00	2,154.00	46.30
9-1311-431-00-124-543-0-334	PALMA S/D #2-ENG & ARCH SRV	3,839.15	1,771.75	.00	.00	2,067.40	46.15
9-1311-431-00-124-585-1-334	RAMBO ESTATES-ENG & ARCH SRV	1,937.10	893.00	.00	.00	1,044.10	46.10
9-1311-431-00-124-612-0-334	RENA RAE S/D-ENG & ARCH SRV	3,836.60	2,365.50	.00	.00	1,471.10	61.66
9-1311-431-00-124-785-0-334	VILLA DEL MUNDO-ENG & ARCH SRV	23.08	.00	.00	.00	23.08	.00
9-1311-431-00-124-793-0-334	WARE COUNTY-ENG & ARCH SRV	1,167.00	279.00	.00	.00	888.00	23.91

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2		**262,483.24**	**58,454.95**	**36,340.12**	**36,340.12**	**167,688.17**	**36.11**
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
9-1312-431-00-121-063-0-334	BALLI ESTATES-ENG & ARCH SRV	42,960.23	30,062.00	12,898.23	12,898.23	.00	100.00
9-1312-431-00-121-120-0-334	BRENDA GAY-ENGINEERING & ARCHITECT SERVI	8,802.91	8,802.91	.00	.00	.00	100.00
9-1312-431-00-121-148-0-334	CHAPA NORTH-ENG & ARCH SRV	6,866.64	4,501.64	2,365.00	2,365.00	.00	100.00
9-1312-431-00-121-149-0-334	CHAPA SOUTH-ENG & ARCH SRV	6,074.64	3,933.64	2,141.00	2,141.00	.00	100.00
9-1312-431-00-121-181-0-334	COLONIA SAENZ-ENGINEERING & ARCH SERVIC	5,365.41	3,219.25	2,146.16	2,146.16	.00	100.00
9-1312-431-00-121-185-0-334	COLONIA WHALEN ROAD-ENG & ARCH SRV	9,991.52	6,992.89	2,998.63	2,998.63	.00	100.00
9-1312-431-00-121-215-0-334	DE ANDA SUBDIVISION-ENG & ARCH SRV	5,147.76	3,397.76	1,750.00	1,750.00	.00	100.00
9-1312-431-00-121-220-1-334	DELTA WEST SUBDIVISION-ENG & ARCH SRV	28,466.19	20,093.28	8,372.91	8,372.91	.00	100.00
9-1312-431-00-121-228-1-334	DIAZ SUBDIVISION-ENG & ARCH SRV	5,171.37	3,621.06	1,550.31	1,550.31	.00	100.00
9-1312-431-00-121-232-0-334	COLONIA BOYCE-ENGINEERING & ARCHIT SERVI	10,771.64	6,462.98	4,308.66	4,308.66	.00	100.00
9-1312-431-00-121-319-0-334	HIGH POINT SUBDIVISION-ENG & ARCH SRV	9,702.00	5,340.00	4,362.00	4,362.00	.00	100.00
9-1312-431-00-121-362-0-334	L & P-ENGINEERING & ARCHITECT SERVICES	9,445.97	.00	.00	.00	9,445.97	.00
9-1312-431-00-121-387-0-334	LA MESA SUBDIVISION-ENG & ARCH SRV	16,810.69	11,335.69	5,475.00	5,475.00	.00	100.00
9-1312-431-00-121-423-0-334	LOS CASTILLOS ESTATES-ENG & ARCH SERVICE	6,526.69	6,526.69	.00	.00	.00	100.00
9-1312-431-00-121-461-0-334	MID-VALLEY ESTATES-ENG & ARCH SRV	18,801.76	12,977.76	5,824.00	5,824.00	.00	100.00
9-1312-431-00-121-687-0-334	SO. PALM GARDENS EST.#1-ENG & ARCH SRV	4,704.16	3,295.01	1,409.15	1,409.15	.00	100.00
9-1312-431-00-121-688-0-334	SO. PALM GARDENS EST.#2-ENG & ARCH SR	3,891.04	2,543.04	1,348.00	1,348.00	.00	100.00
9-1312-431-00-121-779-0-334	VALLEY VIEW ESTATES-ENG & ARCH SERVICES	11,602.31	6,961.39	4,640.92	4,640.92	.00	100.00
9-1312-431-00-121-790-0-334	VILLAGE GROVE #2-ENG & ARCH SRV	3,379.10	2,031.10	1,348.00	1,348.00	.00	100.00
9-1312-431-00-121-804-0-334	WES-MER SUBDIVISION-ENG & ARCH SRV	7,179.31	5,025.52	2,153.79	2,153.79	.00	100.00
9-1312-431-00-121-855-0-334	ASH COUNTY-ENG & ARCH SRV	10,430.01	6,793.60	3,636.41	3,636.41	.00	100.00
9-1312-431-00-121-860-0-334	CHAPA #2-ENGINEERING & ARCHITECT SERVICE	27,465.46	27,465.46	.00	.00	.00	100.00
9-1312-431-00-121-895-0-334	MARY ANN-ENGINEERING & ARCHITECT SERVICE	19,891.96	11,935.18	7,956.78	7,956.78	.00	100.00
9-1312-431-00-121-896-0-334	MCKEE #1-ENG & ARCH SRV	9,837.08	6,375.08	3,462.00	3,462.00	.00	100.00
9-1312-431-00-122-154-0-334	CITRIANA VILLAGE SUBD-ENG & ARCH SRV	44,375.45	.00	.00	.00	44,375.45	.00
9-1312-431-00-122-262-0-334	ESPERANZA ESTATES SUBD-ENG & ARCH SRVS	18,648.61	18,648.61	.00	.00	.00	100.00
9-1312-431-00-122-413-0-334	LAS MILPAS SUBD-ENGINEER & ARCHITECT SRV	6,963.17	3,481.59	3,481.58	3,481.58	.00	100.00
9-1312-431-00-122-454-0-334	MCCOLL ESTATES SUBD-ENG & ARCH SERVICES	6,650.73	6,650.73	.00	.00	.00	100.00
9-1312-431-00-122-460-1-334	MESQUITE ACRES SUBD-ENGINEER & ARCH SRVS	20,675.95	.00	.00	.00	20,675.95	.00
9-1312-431-00-122-465-1-334	MILLER RESUB LOT A SUBD -ENG & ARCH SRVS	12,643.31	12,643.31	.00	.00	.00	100.00
9-1312-431-00-122-596-0-334	RANCHO ESCONDIDO SUBD-ENG & ARCH SRV	41,627.62	.00	.00	.00	41,627.62	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
9-1312-431-00-122-890-0-334	LOS ENCINOS #1SUBD-ENGINEER & ARCH SRV	7,829.76	1,565.95	6,263.81	6,263.81	.00	100.00
9-1312-431-00-122-891-0-334	LOS ENCINOS #2 SUBD-ENG & ARCH SERVICES	20,175.28	4,035.07	16,140.21	16,140.21	.00	100.00
9-1312-431-00-122-900-0-334	MORNINGSIDE SOUTH SUBD-ENG & ARCH SRVS	33,142.82	.00	.00	.00	33,142.82	.00
9-1312-431-00-122-937-0-334	ALDAMAS SUBD 1 & 2-ENG & ARCH SERVICES	47,521.38	.00	.00	.00	47,521.38	.00
9-1312-431-00-122-940-0-334	SUNDOWNERS RTMNT CTR SUB-ENG & ARCH SRVS	19,424.96	5,438.99	13,985.97	13,985.97	.00	100.00
9-1312-431-00-123-055-0-334	ARIEL HINOJOSA SUBD-ENG&ARCH SRV	6,441.05	6,441.05	.00	.00	.00	100.00
9-1312-431-00-123-079-0-334	BASHAM #14-ENG & ARCH SRV	10,922.74	10,922.74	.00	.00	.00	100.00
9-1312-431-00-123-082-0-334	BASHAM #18-ENG & ARCH SRV	7,386.65	7,386.65	.00	.00	.00	100.00
9-1312-431-00-123-141-0-334	CASA DE LOS VECINOS-ENG & ARCH SRV	47,555.98	23,777.99	23,777.99	23,777.99	.00	100.00
9-1312-431-00-123-234-0-334	DUDE HILL #1-ENG & ARCH SRV	7,748.48	7,748.48	.00	.00	.00	100.00
9-1312-431-00-123-324-0-334	HILDA SUBDIVISION #2-ENG & ARCH SRV	8,041.66	8,041.66	.00	.00	.00	100.00
9-1312-431-00-123-380-0-334	LA HOMA GROVE ESTATES-ENG & ARCH SR	13,714.72	2,742.94	10,971.78	10,971.78	.00	100.00
9-1312-431-00-123-397-0-334	LA SUENA SUBDIVISION-ENG & ARCH SRV	15,797.56	15,797.56	.00	.00	.00	100.00
9-1312-431-00-123-421-0-334	LOMA LINDA HEIGHTS-ENG & ARCH SRV	57,495.76	28,747.88	28,747.88	28,747.88	.00	100.00
9-1312-431-00-123-470-1-334	MONICA ACRES-ENG & ARCH SRV	4,801.90	4,801.90	.00	.00	.00	100.00
9-1312-431-00-123-536-0-334	PALM LAKE ESTATES #1-ENG & ARCH SRV	39,604.25	39,604.25	.00	.00	.00	100.00
9-1312-431-00-123-591-0-334	RAMON LEAL SUBDIVISION-ENG & ARCH SRV	7,608.82	1,521.76	6,087.06	6,087.06	.00	100.00
9-1312-431-00-123-780-1-334	VEREDA TROPICAL-ENG & ARCH SRV	6,404.18	6,404.18	.00	.00	.00	100.00
9-1312-431-00-124-274-0-334	FOSTER SUBDIVISION-ENG & ARCH SRVS	12,221.88	4,888.75	7,333.13	7,333.13	.00	100.00
9-1312-431-00-124-300-0-334	HACIENDA DE LOS VEGAS-ENG & ARCH SRV	9,980.74	3,992.30	5,988.44	5,988.44	.00	100.00
9-1312-431-00-124-329-0-334	HOEN DRIVE SUBD-ENG & ARCH SRV	50,272.49	20,109.00	30,163.49	30,163.49	.00	100.00
9-1312-431-00-124-401-0-334	LAKEVIEW SUBDIVISION-ENG & ARCH SRV	41,514.00	41,514.00	.00	.00	.00	100.00
9-1312-431-00-124-406-0-334	LAS BRISAS-ENG & ARCH SRV	19,525.00	11,715.00	7,810.00	7,810.00	.00	100.00
9-1312-431-00-124-657-0-334	SEMINARY VILLAGE SUBD-ENG & ARCH SRV	18,854.00	11,312.40	7,541.60	7,541.60	.00	100.00
9-1312-431-00-124-752-0-334	TRENTON TERRACE-ENG & ARCH SRV	30,342.40	18,205.44	12,136.96	12,136.96	.00	100.00
9-1312-431-00-124-844-0-334	COL ESPERANZA #1-ENG & ARCH SRV	8,383.98	3,353.59	5,030.39	5,030.39	.00	100.00
9-1312-431-00-124-882-0-334	LA FLOR ESTATES-ENG & ARCH SRV	8,192.91	3,277.16	4,915.75	4,915.75	.00	100.00
9-1312-431-00-124-883-0-334	LA FLOR GARDENS-ENG & ARCH SRV	8,192.91	3,277.16	4,915.75	4,915.75	.00	100.00
9-1312-431-00-124-886-0-334	LABORSITA-ENG & ARCH SRV	5,348.64	2,139.46	3,209.18	3,209.18	.00	100.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**1,015,317.59**	**539,880.48**	**278,647.92**	**278,647.92**	**196,789.19**	**80.62**
1315 TXDOT PROJECTS							
9-1315-433-00-000-018-0-334	TXDOT DRAINAGE-FM2128-ARCH & ENG SRV	53,317.00	.00	.00	.00	53,317.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1315 TXDOT PROJECTS							
1315 TXDOT PROJECTS		**53,317.00**	**.00**	**.00**	**.00**	**53,317.00**	**.00**
1331 CERT OF OBLIG,SERIES 2001							
9-1331-431-00-123-010-0-334	CO,2001-PCT.3-ARCH & ENG SRV	15,294.69	15,294.69	.00	.00	.00	100.00
1331 CERT OF OBLIG,SERIES 2001		**15,294.69**	**15,294.69**	**.00**	**.00**	**.00**	**100.00**
1334 CERT OF OBLIG,SERIES 2004							
9-1334-419-40-220-009-0-334	CO,2004-B&G ADM BLDG-ARCH & ENG SRV	9,897.00	9,897.00	.00	.00	.00	100.00
9-1334-432-00-123-022-0-334	CO,2004-PCT.3 LANDFILL-ARCH & ENG SRV	44,960.00	44,960.00	.00	.00	.00	100.00
1334 CERT OF OBLIG,SERIES 2004		**54,857.00**	**54,857.00**	**.00**	**.00**	**.00**	**100.00**
9 YEAR		**2,052,804.52**	**1,085,546.05**	**325,931.57**	**325,931.57**	**641,326.90**	**68.76**

AI-15087 **22.B.1.**

Pct 1-CORRECTED-WA# 2-Dos Logistics Inc.-C-08-389-10-28 & Invoice No. 01.08PA

CC REGULAR

Date:	04/21/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 1

Information

CAPTION

A. Presentation for consideration, discussion, and approval of (CORRECTED) Work Authorization #2 in the amount of $58,056.74 with DOS LOGISTICS, INC. to provide engineering services in connection with Contract No. C-08-389-10-28 -"ON-CALL VARIOUS ROAD and BRIDGE and C.I.P. Projects" for (Re-aligning and paving of Mile 1 North to the existing Drainage Ditch and Pecan Avenue from Mile 1 East to the cul de sac along with providing necessary Drainage Improvments) within Hidalgo County Precinct No. 1. and, in a related matter;

B. Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 01.08 PA in the amount of $22,717.86 submitted by Dos Logistics, Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection to contract #C-08-389-10-28 & (Corrected) WA#2 (PO# 618144) for: "ON-CALL for VARIOUS ROAD and BRIDGE and/or C.I.P. Projects" (on an as needed basis) for Hidalgo County Pct. 1 (Re-aligning and paving of Mile 1 North to the existing Drainage Ditch and Pecan Avenue from Mile 1 East to the cul de sac along with providing necessary Drainage Improvments) within Hidalgo County Precinct No. 1.

BACKGROUND

(Corrected) WA# 2-Dos Logistics Inc-C-08-389-10-28
Invoice No. 01.08 PA-Dos Logisitics Inc.

Fiscal Impact

FISCAL YEAR: 2009	**ACCT. #:** 9-1336-431-00-121-041-0-731
FUNDS AVAILABLE Y/N?: Y	**MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available for PO #618144 $58,055.00 as of 4-16-09 for Dos Logistics, Inc. in relation to WA #2. The corrected WA #2, pending approval, will require a PO increase in order to reflect the correct WA #2 amount of $58,056.74.

Available acct balance as of 4-16-09 $175,026.91.

Attachments

Link: CORRECTED-WA# 2-Dos Logistics Inc

Link: Invoice No. 01.08PA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2009 02:34 PM	APRV
2	Budget & Management	Veronica Lopez	04/16/2009 03:55 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/16/2009 04:43 PM	APRV
4	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Letty Saenz

Started On: 04/16/2009 01:27 PM

Final Approval Date: 04/17/2009

HIDALGO COUNTY

Professional Engineering Services
Contract #C-08-389-10-28

CORRECTED
WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **DOS LOGISTICS, INC.**, professional engineer of Weslaco, Texas, hereinafter called **"Engineer".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide engineering services as it pertains to the following:

RE-ALIGNING AND PAVING OF MILE 1 NORTH TO THE EXISTING DRAINAGE DITCH AND PECAN AVENUE FROM MILE 1EAST TO THE CUL DE SAC ALONG WITH PROVIDING NECESSARY DRAINAGE IMPROVEMENTS.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "A"*** – ***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 $ 58,056.74.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B".**

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 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. **9-1336-431-00-121-041-0-731**
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 .

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 1 Commissioner Sylvia S. Handy as to content and detail of this (Corrected) Work Authorization # 2.

HIDALGO COUNTY
COMMISSIONER PRECINCTNO. 1

BY: _____
Sylvia Handy, County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2009.

THE ENGINEER:
DOS LOGISTICS, INC.

BY:_____
Eric C. Ybarra

THE OWNER:
HIDALGO COUNTY

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

ATTEST:

_____
by: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" -	Service to be Provided by the Engineer
ATTACHMENT "B" -	Payment/ Fee Schedule
ATTACHMENT "C" -	Insurance Requirements provided by Engineer
ATTACHMENT "D" -	Work Authorization Form

ATTACHMENT "A"

Services to be Provided by the Engineer

The project will consist of data collection, preliminary engineering analysis, engineering design, bidding assistance, and construction administrative services for re-aligning and paving of Mile 1 East from Mile 4 North to the existing Drainage Ditch and Pecan Avenue from Mile 1 East to the CUL DE SAC along with providing necessary drainage improvements.

The project is divided into six phases, Preliminary Engineering and Design, Final Design, Construction Phase Services, QA/QC Services, and Special Services.

The Data Collection Services includes compilation of engineering and related data.

The Preliminary Engineering and Design phase will provide the general data collection, and develop the Preliminary Engineering plans to the schematic level, and will include typical roadway sections, locations and sizes of drainage structures at roadway and irrigation canal crossings, and related information to provide information for Final Design. This phase will develop the proposed plans to the 30-percent level required for completed plans, specifications and estimates (PS&E).

The Final Design Phase will include all plans and specifications needed to go out for construction. This section of the project will be developed to complete PS&E, for use by the County.

PHASE 1 Data Collection

A. Engineering

1. Proposed plans and calculations for outfall drainage.
2. LIDAR and aerial photos when available.
3. County/City design requirements.
4. Plans for other projects impacted by proposed roadway.

PHASE II Preliminary Engineering and Design

A. Preliminary Engineering

1. Confirm route selection and limits of work.
2. Prepare project roadway layout and drainage area map.
3. Prepare basic hydrologic & hydraulic calculations based on County requirements.

4. Determine structure sizing and limits of pavement repair on crossing structures.

5. Develop hydraulic model of project.

6. Develop preliminary Engineers Opinion of Construction Cost estimates.

7. County Review.

I. Preliminary Design Plans (30%)

a. Prepare General Drawings
b. Prepare Plan and Profile Schematic
c. Preliminary plan and profile for roadway and drainage structures
d. Preliminary hydraulic calculations sheets
e. Preliminary typical section sheets
f. Submit for county Review and approval prior to final design

PHASE II FINAL DESIGN

1. Drainage Design

The Engineer shall perform drainage design for the proposed improvements to existing facilities within the **Project**. The design of drainage improvements shall conform to the **Project** design criteria, and when possible, the standard designs required by the Owner (City, County, or State) of any associated roadways. These designs shall in all respects combine the application of sound engineering principles, and shall submitted to the applicable City, County, State, and/or Federal agencies for approval. If additional geotechnical borings or geotechnical engineering is required, the Engineer will request additional funds in the form of a supplemental agreement to this work authorization.

2. Roadway Design

The Engineer shall perform roadway design for any intersecting roadway approaches to the proposed improvements of the **Project**. The design of theses roadways shall conform to the Project design criteria, and when possible, the standard designs required by the Owner (City, County, or State) of the associated roadways. These designs shall in all respects combine the application of sound engineering principles, and shall submitted to the applicable City, County, State, and/or Federal agencies for approval.

3. Bridge Design

The **Engineer** shall perform bridge design required for any roadway crossings to the proposed improvements to the existing channels and/or proposed channels of the **Project**. The design of these bridges shall conform to the **Project** design criteria, required by the Owner (City, County, or State), of any associated bridge structure and/or roadway, and the requirements set forth by the latest version of the American Association of State Highway and Transportation Officials (AASHTO), "Standard Specifications for Highway Bridges". These designs shall in all respects combine the application of sound engineering principles with a high degree of economy, and shall submitted to the applicable City, County, State, and/or Federal agencies for approval.

4. Plans, Specifications & Estimates (PS&E)

i. The **Engineer** shall prepare contract drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents shall in all respects combine the application of sound engineering principles, and shall be submitted to the applicable City, County, State and/or Federal agencies for approval.

ii. All final plan sheets shall be developed by the Engineer, on 24" x 36" reproducible, 4 mil, double-matte, white, opaque film.

iii. Graphics files shall be developed by the Engineer in AutoCADD design file format, and must plot consistent with the reproducible plots submitted.

iv. **Plan Sheets** Plan sheets developed by the Engineer shall include, but not be limited to, title sheet, typical sections, sequence of construction, traffic control (as applicable), specification data (including schedules for minimum sampling and testing), estimate and quantity, plan-profile, channel details, roadway details (as applicable), bridge and culvert details, hydraulic details, and standards. (Standards may be used from governing entities, but must be signed and dated by the Project Engineer of responsible supervision as being applicable to the Project.)

v. **Specifications.** Whenever possible, the Engineer shall use for roadways and bridges the latest version of the Texas Department of Transportation's Standard Specification for Construction and Maintenance of Highways, Streets and Bridges. Other specifications may be developed by the Engineer, but must incorporate, to the extent possible, references to standard requirements of AASHTO design and AASHTO testing procedures.

vi. **Estimates.** The Engineer shall 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.

5. **Construction Phase Services.** The Engineer shall provide engineering services for each authorized construction contract of the Project. Specific engineering work activities, tasks, and/or special services to be provided by the Engineer will include:

   a) **Construction Bidding**
   The Engineer shall prepare the documents for all necessary copies of approved plan, specifications, notices to bidders, and proposals.

   Note: Services for assistance in advertising for each authorized construction contract for the Project action on the bid proposals received, and the preparation of formal contract documents for the award of each construction contract will be performed by the Engineer

   b) **Project Site Representation**
   The Engineer shall prepare the documents for all necessary copies of approved plan, specifications, notices to bidders, and proposals.

      1. In general, the Engineer shall provide the engineering support and data required for consultation and advisement to the Owner, and protect the Owner against defects and deficiencies in the work of the Contractor.

      2. Monthly Reports. The Engineer shall provide the engineering support and data required to monitor the Contractor's progress on a monthly basis. This information will be utilized for the development of the monthly progress report to be provided to the Owner.

      3. Contractor Payment. The Engineer shall take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the Contractor.
      Note: The Engineer is not responsible for actual payments to Contractor

      4. The Engineer will provide Project site representation of the authorized construction contract as follows:

         a. Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction at least one time per month for the purpose of monitoring the Constractor's progress and conformance to the construction contract plans and specifications.

         b. Resident Engineer. If authorized by the Owner, the Engineer will furnish the services of a Resident Engineer and/or

construction representative(s) for continuous on-the-site representation. If the Owner requests the Engineer provide the services of the Resident Engineer, this will be considered special services and will require a supplemental agreement to this work authorization.

5. **Miscellaneous Technical Activities**

a) **Shop Drawings**. The Engineer shall review and check all shop or working drawing furnished by the Contractor. If an individual shop or working drawing requires more than two (2) reviews, then all additional reviews by the Engineer will be considered special services.

b) **Control of Materials & Equipment**. The Engineer shall review inspection reports of all materials and equipment furnished/used by the Contractor as follows:

a. Review all laboratory, shop and mill tests of materials and equipment for compliance with the contract specifications.

b. Review Project record testing and/or independent assurance testing reports as outlined in the contract specifications.

c) **Change Orders**. When applicable, the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change order, which may be required due to actual field conditions encountered or new requirements directed by the Owner. If the change order will be considered as special services.

CORRECTED
ATTACHMENT "B"
Fee Breakdown

For and in consideration of the **Services** attached to this Agreement and to be rendered by the Engineer, the Owner shall pay the Engineer the Fee as defined in this Agreement, and as more particularly identified as follows:

Basic Services Fee	=	$ 58,056.74
Engineering	=	9% of the Services Fee
Geotechnical	=	2 ½ % of the Services Fee

CORRECTED

Preliminary Construction Cost Estimate

Hidalgo County Precinct No. 1 Re-Aligning and Paving of Mile 1 North to the existing drainage ditch and Pecan Avenue from Mile 1 East to the CUL DE SAC along with providing necessary Drainage improvements.

Prepared By Dos Logistics, Inc.

A. Mile 1 East

1.	Prepare Right of Way	35.51	STA	@	$	375.00=	$ 13,316.25
2.	2" Asphalt Concrete Paving	9434	SY	@	$	20.00=	$188,680.00
3.	PRIME COAT (MC-30)	1415	GAL	@	$	3.50=	$ 4,952.50
4.	Flexbase (New base)(12")	3669	CY	@	$	30.00=	$110,070.00
5.	Lime Treated Flexbase (6")	11006	SY	@	$	3.75=	$ 41,272.50
6.	18" Culvert Pipe	220	LF	@	$	35.00=	$ 7,700.00
7.	24" Culvert Pipe	100	LF	@	$	45.00=	$ 4,500.00
8.	30" Culvert Pipe	100	LF	@	$	60.00=	$ 6,000.00
9.	36" Culvert Pipe	100	LF	@	$	80.00=	$ 8,000.00
10.	Headwall	2	EA	@	$	4,000.00=	$ 8,000.00
11.	Concrete Rip Rap	40	CY	@	$	310.00=	$ 12,400.00
12.	Roadside Ditches	7075	LF	@	$	3.50=	$ 24,762.50
13.	Driveway Repair	22	EA	@	$	1,250.00=	$ 27,500.00
14.	Striping	7075	LF	@	$	0.50=	$ 3,537.50
15.	Asphalt Pavement Repair	30	SY	@	$	35.00=	$ 1,050.00
16.	Signage	2	EA	@	$	350.00=	$ 700.00
17.	Trench Safety	520	LF	@	$	2.50=	$ 1,300.00
18.	Storm Water Pollution Prevention	1	LS	@	$	20,000.00=	$ 20,000.00
19.	Utility Relocation	1	LS	@	$	2,500.00=	$ 2,500.00
20.	Pipe Removal	440	LF	@	$	10.00=	$ 4,400.00
21.	Remove/Replace Existing Mailboxes	12	EA	@	$	350.00=	$ 4,200.00
22.	Barricade, Signs and Traffic Handling	2	MO	@	$	5,000.00=	$ 10,000.00

10% Contingency	:	**$ 50,484.13**
Engineering Fee	:	**$ 45,435.71**
Geotechnical	:	**$ 12,621.03**
Total	:	**$ 613,382.12**

DL, INC.
DOS LOGISTICS, INC.

Bill To:
Hidalgo County
100 E. Cano, 4th Floor
Edinburg, Texas 78539

DATE : March 18, 2009

INVOICE # 01.08 PA

ATTN: Accounts Payable

Contract No. C-08-389-10-28
PO No. 618144

DESCRIPTION	CONTRACT AMOUNT	% COMPLETED TO DATE	PAID TO DATE	CURRENT AMOUNT DUE	REMAINING BALANCE
Professional Engineering Services "On-Call Engineering Services"					
Pecan Avenue and Miller					
Engineering Services	$45,435.71	50%		$22,717.86	$22,717.85
Geotechnical	$12,621.03				$12,621.03
TOTAL	**$58,056.74**				**$35,338.88**
			TOTAL DUE	**$22,717.86**	

THANK YOU FOR YOUR BUSINESS!

AI-15057 **22.C.1.**

Change Order #2 with OG Construction Company for Tower Drainage Project/ #C-08-399-02-09

CC REGULAR

Date:	04/21/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval of construction Change Order No. 2 (an increase) in the amount of $12,006.00 with OG Construction Company, awarded vendor for: Tower Road Drainage Project reflecting additional changes to 9 items which will leave the storm sewer prepared for future storm sewer connections including authority for County Judge to execute document.

BACKGROUND

Purchase Order Increase is @ Purchasing Department to reflect Change Order No.2.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-031-0-733

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

BUDGETARY IMPACT:

(Previous account was 9-1202-431-00-122-031-0-733)
Funding available in the amount of $588,337.67 as of 04/15/2009

PO#618129 will have to be reclassified from 1202 Fund to 1339 Fund.

Attachments

Link: Change Order No.2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2009 11:30 AM	APRV
2	Budget & Management	Veronica Lopez	04/16/2009 01:35 PM	APRV
3	Roland Garcia	Rolando Garcia	04/17/2009 03:09 PM	APRV
4	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Yolanda Cisneros Started On: 04/15/2009 03:41 PM

Final Approval Date: 04/17/2009

CHANGE ORDER NUMBER TWO (2)

PROJECT: Tower Road Drainage

DATE OF ISSUANCE: March 25, 2009 **EFFECTIVE DATE:** March 25, 2009

OWNER: HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No.: C-08-399-02-09

CONTRACTOR: OG Construction Co.
222 W University Drive
Edinburg, TX 78539

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. Item 464 I8" RCP Rubber Gasket was reduced by 78 LF
2. Item 464 30" RCP Rubber Gasket was increased by 78 LF
3. Item 465 a Ty "C" Concrete Inlet was Added
4. Item 467 a Safety End Treatment 18" (4:1) was eliminated
5. Item 464 Needs to lower 13' feet deep 122 LF of 24" RCP Rubber Gasket
6. Item 464 Needs to lower 7' feet deep 77 LF of 24" RCP Rubber Gasket
7. Item 465 Concrete manhole break
8. Item 465 Inlet needs to be extended in depth 7'
9. Item 465 Inlet needs to be extended in depth 2'

Reason for Change Order: 1. All the above mentioned items have been changed to leave the storm sewer prepared for future storm sewer connections.

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 569,005.57		Original Contract Time for Substantial Completion: 105 calendar days or dates
Net Changes from previous Change Order $ 6,666.50		Net change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 575,672.07		Contract Time prior to this Change Order Substantial Completion: 105 calendar days or dates
Net Increase (decrease) of this Change Order $ 12,006.00		Net Increase (decrease) of this Change Order 10 calendar days
Contract Price with all approved Change Orders $ 587,678.07	Net % Increase (decrease) from original contract price. 3.30 %	Contract Time with all approved Change Orders Substantial Completion: 115 calendar days or dates

RECOMMENDED:
By: _____ P.E.
Engineer (Authorized Signature)
Date: 4/3/09

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 3/6/09

CHANGE ORDER NO. 2 TABULATION
HIDALGO COUNTY PRECINCT NO. 2
TOWER ROAD DRAINAGE
CONTRACT NUMBER:C-08-399-02-09

Item Number	Original Plan Quantity	Change Order #1 Quantities	Change Order #2 Quantities	Unit	Item Description	Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1	Change in Contract Cost of C.O.#2	Revised Contract Cost after C.O.#2
	SHIPON										
*400	959.00	979.00	979.00	CY	Cement Stabilized Backfill	$ 20.00	$ 19,180.00	400.00	19,580.00	0.00	19,580.00
*400	397.70	407.70	407.70	SY	Cut & Restore Pavement	$ 36.10	$ 14,356.97	361.00	14,717.97	0.00	14,717.97
*402	5,762.00	5,762.00	5,762.00	LF	Trench Excavation Protection	$ 1.25	$ 7,202.50	0.00	7,202.50	0.00	7,202.50
464	1,561.00	1,612.00	1,534.00	LF	RC Pipe (CL III)(18")	$ 29.50	$ 46,049.50	1,504.50	47,554.00	(2,301.00)	45,253.00
464	2,183.00	2,183.00	2,183.00	LF	RC Pipe (CL III)(24")	$ 33.90	$ 74,003.70	0.00	74,003.70	0.00	74,003.70
464	1,200.00	1,200.00	1,278.00	LF	RC Pipe (CL III)(30")	$ 54.50	$ 65,400.00	0.00	65,400.00	4,251.00	69,651.00
464	1,182.00	1,182.00	1,182.00	LF	RC Pipe (CL III)(36")	$ 65.50	$ 77,421.00	0.00	77,421.00	0.00	77,421.00
464	1,229.00	1,229.00	1,229.00	LF	RC Pipe (CL III)(42")	$ 90.10	$ 110,732.90	0.00	110,732.90	0.00	110,732.90
465	40.00	40.00	41.00	EA	Inlet (Compl)Ty "C"	$ 3,100.00	$ 124,000.00	0.00	124,000.00	3,100.00	127,100.00
465	5.00	7.00	7.00	EA	Manhole (Compl) Ty "A"	$ 2,200.50	$ 11,002.50	4,401.00	15,403.50	0.00	15,403.50
*467	1.00	1.00	0.00	EA	Safety End Treatment (18")(4:1)	$ 600.00	$ 600.00	0.00	600.00	(600.00)	0.00
*467	2.00	2.00	2.00	EA	Safety End Treatment (18")(3:1)	$ 700.00	$ 1,400.00	0.00	1,400.00	0.00	1,400.00
*506	252.00	252.00	252.00	SY	Construction Exits (Ty II)(Install)	$ 15.50	$ 3,906.00	0.00	3,906.00	0.00	3,906.00
*506	252.00	252.00	252.00	SY	Construction Exits (Ty II)(Remove)	$ 5.50	$ 1,386.00	0.00	1,386.00	0.00	1,386.00
*506	1,668.00	1,668.00	1,668.00	LF	Temp Sediment Control Fence	$ 2.25	$ 3,753.00	0.00	3,753.00	0.00	3,753.00
4035	90.00	90.00	90.00	LF	RC Low Head Pressr Pipe (CL III)(18 IN)	$ 22.35	$ 2,011.50	0.00	2,011.50	0.00	2,011.50
4035	80.00	80.00	80.00	LF	RC Low Head Pressr Pipe (CL III)(24 IN)	$ 32.50	$ 2,600.00	0.00	2,600.00	0.00	2,600.00
4035	1.00	1.00	1.00	EA	Stand Pipe (24 IN)	$ 4,000.00	$ 4,000.00	0.00	4,000.00	0.00	4,000.00
464	0.00	0.00	122.00	LF	Lower to 13' -24" RCP	$ 18.00	$ -	0.00	0.00	2,196.00	2,196.00
464	0.00	0.00	77.00	LF	Lower to 8'- 24" RCP	$ 10.00	$ -	0.00	0.00	770.00	770.00
465	0.00	0.00	1.00	EA	Manhole break concrete	$ 600.00	$ -	0.00	0.00	600.00	600.00
465	0.00	0.00	1.00	EA	7" Inlet extension in depth	$ 3,100.00	$ -	0.00	0.00	3,100.00	3,100.00
465	0.00	0.00	1.00	EA	2" Inlet extension in depth	$ 890.00	$ -	0.00	0.00	890.00	890.00
							$ -	0.00	0.00	0.00	0.00
						Total Roadway :	$ 569,005.57	$ 6,666.50	$ 575,672.07	$ 12,006.00	$ 587,678.07
						TOTAL BASE AMOUNTS:	$ 569,005.57	$ 6,666.50	$ 575,672.07	$ 12,006.00	$ 587,678.07

R. Gutierrez Engineering Corporation

Transmittal Form

130 E. Park Ave. - Pharr, Texas 78577 - Telephone: 956 - 782 - 2557 - Fax: 956 - 782 - 2558

TO: HIDALGO COUNTY PCT #2
COMM. PALACIOS

FROM: LUIS NAVA
SUBJECT: TOWER ROAD DRAINAGE C.O. #2
PROJECT NO.: ENG06.019B
DATE: 4-6-2009

WE ARE SENDING YOU ___ ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	___ OTHER
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1		CHANGE ORDER #2
1		C.O. #2 TABULATION SHEET

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	___ FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

RECEIVED
APR - 7 2009

Copy Distribution file

Received by:

AI-15065 **22.C.2.**

Pct 2 -McColl Road Irrigation Siphon -Request for approval of certificate of completion and final payment

CC REGULAR

Date:	04/21/2009
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 2

Information

CAPTION

Presentation for discussion, consideration, acceptance & approval of the following: Certificate of Project Completion, Request for Final Payment in the amount of $153,445.23 and Request for Retainage Release in the amount of $25,802.82 from McAllen Construction, Inc. (contracted vendor) for "Hidalgo County Precinct No. 2 -Construction of McColl Road Irrigation Canal Siphon" and as certified for payment by project engineer, R. Gutierrez Engineering Corp., with authority for auditor to issue payment after review, audit and processing procedures completed. C-08-334-11-12

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-028-0-733

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

BUDGETARY IMPACT:

P.O. No. 615845 will need a PO increase for Change Order No.1

Available balance is $5,300.00 in account 9-1202-431-00-122-028-0-733.

Attachments

Link: CERTIFICATE OF COMPLETION

Link: FINAL PAYMENT

Link: RETAINAGE RELEASE

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2009 11:36 AM	APRV
2	Budget & Management	Veronica Lopez	04/16/2009 01:37 PM	APRV
3	Roland Garcia	Rolando Garcia	04/17/2009 04:25 PM	APRV
4	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Moises Salazar Started On: 04/15/2009 04:21 PM

Final Approval Date: 04/17/2009

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 31 DAY OF March 2009, A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: April 1, 2009
OWNER: Hidalgo County Precinct No.2 CONSTRUCTION CONTRACTOR: McAllen Construction. OF THE CITY OF McAllen STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF McColl Road Irrigation Siphon

CONTRACT-NO.: C-08-334-11-12 located in or near the City/Pct. of Pct. 2

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   None

2. That the sum of 0 dollars and 00 /100 dollars ($ 0.00), deducted from the final payment of the Contractor

3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.	Amount of Original Contract	$511,466.00
	Present Amount of Contract	$516,056.30
	Total Amount of earned to date	$516,056.30
	Less: previous payments	$336,808.25
	Balance	$179,248.05
	Authorized deductions	$ 00.000.00
	AMOUNT OF FINAL PAYMENT	$179,248.05

6. That the final payment in the amount of $ One hundred seventy nine thousand two hundred forty eight dollars and five cents ($ 179,248.05) is now due and payable.

P.E.
Engineer's Signature

CONCURRED BY:

McAllen Construction, Inc.
CONTRACTOR'S NAME

BY: _____

TITLE: Contract Administrator

CONCURRED BY:

_____
Hidalgo County

APPLICATION FOR FINAL PMT

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: McAllen Construction (CONTRACTOR)
Contract: C-08-334-11-12
Project: McColl Road Irrigation Siphon
OWNER's Contract No. C-08-334-11-12 ENGINEER's Project No. ENG03.024b
For Work accomplished through the date of: 26-Mar-2009

1.	Original Contract Price:		$ 511,466.00
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 4,590.30
3.	Current Contract Price (1 plus 2):		$ 516,056.30
4.	Total completed and stored to date:		$ 516,056.30
5.	Retainage (per Agreement):		
	5% of completed Work:	$ 25,802.82	
	10% of stored material:	$ -	
	Total Retainage:		$ 25,802.82
6.	Total completed and stored to date less retainage (4 minus 5):		$ 490,253.48
7.	Less previous Application for Payments:		$ (336,808.25)
8.	Balance to Finish:		$ -
9.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):**		$ 153,445.23

615845
9-1202-431-00-122-028-0-733
REQ. #146088

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through FINAL PMT inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 27-Mar-09 McAllen Construction
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 31st day of March 2009

EMMA MARTINEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 01-22-2012

Notary Public
My Commission expires: 01-22-2012

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 27-Mar-09 R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By: P.E. 4/1/09

INVOICE RECEIVED BY:
ON 4/7/09
GOODS/SERVICES RECEIVED BY:
ON 4/7/09

Schedule of Values

Contractor Name:	McAllen Construction
Starting Date:	26-Jan-2009
Project Ending Date:	11-Apr-2009
Retainage Percent:	5%

Application:	FINAL PMT
Application Date:	27-Mar-2009
Period To:	28-Feb-2009
Engineer Firm	R. Gutierrez Eng. Corp.

Summary

Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Final Application	Retainage for Final App	Payment for Final Application	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
C-08-334-11-12	McColl Road Irrigation Siphon	$ 511,466.00	$ 516,056.30	$ 46,406.40	$ 2,320.32	$ 44,086.08	$ 308,128.60	$ 15,406.43	$ 292,722.17	$ 161,521.30	$ 8,076.07	$ 153,445.23	$ 516,056.30	$ 25,802.82	$ 490,253.48	$ 336,808.25	$ -
	TOTALS:	$ 511,466.00	$ 516,056.30	$ 46,406.40	$ 2,320.32	$ 44,086.08	$ 308,128.60	$ 15,406.43	$ 292,722.17	$ 161,521.30	$ 8,076.07	$ 153,445.23	$ 516,056.30	$ 25,802.82	$ 490,253.48	$ 336,808.25	$ -

Contractor Name:	McAllen Construction
Starting Date:	26-Jan-2009
Project Ending Date:	11-Apr-2009
Engineer's / County Project Desc:	McColl Road Irrigation Siphon

Application:	FINAL PMT
Application Date:	27-Mar-2009
Period To:	26-Mar-2009
Engineer's / County Project No.:	ENG03.024b

			Original Schedule Value			Change Order #1 Revised Schedule Value			Application #1			Application #2			Final Application				Balance To Finish	
Item No.	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
	BASE BID ITEMS																			
132	Embankment (Dens. Cont.)(Ty C)	CY	$ 12.00	4,038.00	$ 48,456.00	$ 12.00	4,038.00	$ 48,456.00		-	$ -	2,100.00	2,100.00	$ 25,200.00	1,938.00	4,038.00	$ 23,256.00	$ 48,456.00	0.000	$ -
400	Cement Stabilized Backfill	CY	$ 60.00	571.00	$ 34,260.00	$ 60.00	571.00	$ 34,260.00	89.44	89.44	$ 5,366.40	481.56	571.00	$ 28,893.60		571.00	$ -	$ 34,260.00	0.000	$ -
400	Cement-Gravel-Sand Bedding	CY	$ 45.00	357.00	$ 16,065.00	$ 45.00	357.00	$ 16,065.00		-	$ -	357.00	357.00	$ 16,065.00		357.00	$ -	$ 16,065.00	0.000	$ -
402	Trench Excavation Protection	LF	$ 105.00	506.00	$ 53,130.00	$ 105.00	506.00	$ 53,130.00	144.00	144.00	$ 15,120.00	362.00	506.00	$ 38,010.00		506.00	$ -	$ 53,130.00	0.000	$ -
420	Concrete (CL C)(Concrete Collar)	CY	$ 500.00	22.00	$ 11,000.00	$ 500.00	22.00	$ 11,000.00		-	$ -	22.00	22.00	$ 11,000.00		22.00	$ -	$ 11,000.00	0.000	$ -
432	Concrete Riprap (CL B)(5")	CY	$ 475.00	273.00	$ 129,675.00	$ 475.00	273.00	$ 129,675.00		-	$ -		-	$ -	273.00	273.00	$ 129,675.00	$ 129,675.00	0.000	$ -
466	Concrete Headwall (Cast-in-Place)	EA	$ 40,000.00	2.00	$ 80,000.00	$ 40,000.00	2.00	$ 80,000.00		-	$ -	2.00	2.00	$ 80,000.00		2.00	$ -	$ 80,000.00	0.000	$ -
496	Remove Structure (Conc Box Culvert)	LF	$ 50.00	80.00	$ 4,000.00	$ 50.00	80.00	$ 4,000.00		-	$ -		-	$ -	80.00	80.00	$ 4,000.00	$ 4,000.00	0.000	$ -
*4035	RCLHPP (72")(ASTM C-361)(CL D-25) (USBR TY R-4 Joints)	LF	$ 180.00	648.00	$ 116,640.00	$ 180.00	648.00	$ 116,640.00	144.00	144.00	$ 25,920.00	504.00	648.00	$ 90,720.00		648.00	$ -	$ 116,640.00	0.000	$ -
4035	RCLHPP (72")(ASTM C-361)(CL D-25) (USBR TY R-4 Joints) (Install Only)	LF	$ 60.00	304.00	$ 18,240.00	$ 60.00	304.00	$ 18,240.00		-	$ -	304.00	304.00	$ 18,240.00		304.00	$ -	$ 18,240.00	0.000	$ -
4035	RCLHPP (18")(CL-III) W/ TIE IN	LF	$ -	0.00	$ -	$ 69.55	66.00	$ 4,590.30		-	$ -		-	$ -	66.00	66.00	$ 4,590.30	$ 4,590.30	0.000	$ -
	TOTAL BASE BID ITEMS				$ 511,466.00			$ 516,056.30			$ 46,406.40			$ 308,128.60			$ 161,521.30	$ 516,056.30		$ -

Printed Name: Javier Gutierrez Date: 27-Mar-2009

Signature:

APPLICATION FOR RETAINAGE RELEASE

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: McAllen Construction (CONTRACTOR)
Contract: C-08-334-11-12
Project: McColl Road Irrigation Siphon
OWNER's Contract No. C-08-334-11-12 ENGINEER's Project No. ENG03.024b
For Work accomplished through the date of: 26-Mar-2009

1.	Original Contract Price:		$ 511,466.00
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 4,590.30
3.	Current Contract Price (1 plus 2):		$ 516,056.30
4.	Total completed and stored to date:		$ 516,056.30
5.	Retainage (per Agreement):		
	0% of completed Work:	$ -	
	10% of stored material:	$ -	
	Total Retainage:		$ -
6.	Total completed and stored to date less retainage (4 minus 5):		$ 516,056.30
7.	Less previous Application for Payments:		$ (490,253.48)
8.	Balance to Finish:		$ -
9.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):**		$ 25,802.82

RETAINAGE

Accompanying Documentation:

9-1202-206-00-000-014-0-000

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through RETAINAGE RELEASE inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 27-Mar-09

McAllen Construction
CONTRACTOR

By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 1st day of April 2009

Notary Public
My Commission expires: 3/2/11

LEO GONZALEZ
Notary Public, State of Texas
My Commission Expires 3/2/2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 27-Mar-09

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

By: _____ P.E. 4/6/09

INVOICE RECEIVED BY:
_____ ON 4/6/09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 4/07/09

AI-15099 **22.C.3.**

Supplemental Agreement No. 1 for LJ Drainage Project
CC REGULAR

Date:	04/21/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Precinct #2

Information

CAPTION

Requesting approval of Supplemental Agreement No.1 to Work Authorization No. 10 for professional engineering service of Topographic and Parcels Surveys by and between Hidalgo County and R. Gutierrez Engineering Corporation Contract No. C-08-381-09-16 dated September 16, 2008 for L J Drainage Project.

BACKGROUND

PO #620378 for Work Authorization #10 approved on CCM of 03/24/2009 AI-14634 21/C/1/A.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-038-0-XXX

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

BUDGETARY IMPACT:

Increase of Work Authorization #10, from $49,000.00 to $85,500.00 (a difference of $36,500.00).
Available balance in object 711 & 733 is $11,200.00 & $18,600.00 respectively (total of $29,800.00) as of 04/17/2009.
Additional funding is pending tansfer (AI-15103) in the amount of $6,700.00, to facilitate the needed PO increase on PO# 620378.

Attachments

Link: Supplemental Agreement1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/17/2009 08:32 AM	APRV
2	Dale Kennan	Dale Kennan	04/17/2009 11:44 AM	APRV
3	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 04/16/2009 04:54 PM

Final Approval Date: 04/17/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
TO WORK AUTHORIZATION NO. 10
Contract No. C-08-381-09-16

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. 10 to Contract No. C-08-381-09-16, on the 24th day of March 2009, to provide professional engineering and surveying services for Topographic Surveying & Data Collection and Boundary Surveying for use in developing a proposed drainage improvement project, and it has now become necessary to revise the scope of work to include additional services;

WHEREAS, in Work Authorization No. 10, the estimated cost for services under the Work Authorization are not to exceed $49,000.00, 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. 10 as follows:

1. The scope of services is supplemented by adding the following:
   The ENGINEER will develop survey parcels with metes and bounds for the existing Hidalgo County Irrigation District No. 2 easement or right-of-way between Tower Road and the Alamo Drain. There is an estimated 15 parcels to be added to the project.

2. The scope of services is further supplemented by adding the following:
   The ENGINEER will provide a digital terrain model (DTM) of the existing drain ditch along with cross-sections at 100-foot intervals in digital format for use in developing a HEC-RAS computer model.

3. The estimated cost for services under this Work Authorization is not to exceed $85,500.00.

4. Except as amended by this Supplemental Agreement, the remaining provisions of the Agreement are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the ENGINEER and OWNER have caused this Supplemental Agreement to Work Authorization No. 10, for Professional Engineering Services to be executed as of the ____ day of _____ 2009.

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

AI-14978 **22.D.1.**

Requesting Approval of WA#3 for Professional Appraisal Services
CC REGULAR

Date:	04/21/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 3 (with an estimated cost of $1,250.00) for "Drainage easement and temporary work easement out of Lot 54, La Homa Ranch Citrus Groves Subd. Unit #1, Hidalgo County" with Professional Appraisal Services, Inc., to provide appraisal services to Hidalgo County Precinct No. 3. C-08-166-07-08

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-123-069-0-733

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

BUDGETARY IMPACT:

Available account balance of $119,192.90 as of 4/16/09.

Attachments

Link: WA#3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/16/2009 07:48 AM	APRV
2	Perla Lopez	Perla Lopez	04/16/2009 08:55 AM	APRV
3	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Rocio Villarreal Started On: 04/08/2009 01:34 PM

Final Approval Date: 04/17/2009

HIDALGO COUNTY

Professional Appraisal Services
Contract No. C-08-166-07-08
Work Authorization Form

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and "**Professional Appraisal Services, Inc.**", professional appraiser Hidalgo County, Texas, hereinafter called "**Appraiser**".

PART 1. SCOPE OF WORK

The purpose of this work authorization is for the **Appraiser** to provide appraisal services for: **one (1) parcel identified as a drainage easement and temporary work easement out of Lot 54, La Homa Ranch Citrus Groves Subdivision, Unit #1, Hidalgo County, Texas (Leonardo Garcia property to be identified as Parcel No. 1). The appraisal will include a partial acquisition of a drainage easement as well as a temporary work easement. Both acquisitions will come from a larger property. The appraisal report will be prepared in a narrative format. Fees and report formats will be based on the above referenced contract. Amendments to the original Scope of Work will be based on Section 7 and Exhibit B of the contract (Section 7. Amendments and Section B fee schedule).**

PART 2. ESTIMATED COST

The estimated cost for services under this work authorization is **$1,250**. This amount is based upon the costs outlined in the above referenced contract. The Type of Service is an appraisal of "Land, Residence or Small Commercial, no damages" and the price per parcel is $1,250.

PART 3. PAYMENT

Compensation and payment to the appraiser for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 3 shall be funded through funding source:
Account No. 2-1339-431-00-123-069-0-733
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 project or scopes of the work.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGMENT AND CONFIRMATION

Acknowledgment and confirmation by Hidalgo County Right of Way Department, Jose N. Pena, Director, as to content and detail of this Work Authorization No. 3.

HIDALGO COUNTY RIGHT OF WAY

BY:_____
Joe n. Pena, Right of Way Director

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 _____, 2009.

THE APPRAISER:	**THE OWNER:**
PROFESSIONAL APPRAISAL SERVICES, INC.	**HIDALGO COUNTY**
_____	_____
John H. Malcom, Jr., President	Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A"	Service to be Provided by the Appraiser
ATTACHMENT "B"	Payment / Fee Schedule
ATTACHMENT "C"	Insurance Requirements provided by Appraiser

ATTACHMENT "A" - SERVICE TO BE PROVIDED BY APPRAISER

Type of Service:	Right of Way Acquisition Appraisal
Number of Parcels:	One parcel
Project:	Moore Field Road - Drainage Outfall parcel
Type Acquisition:	Partial taking for drainage easement and temporary work easement.
Report Type:	Report format acceptable to Hidalgo County Right of Way Department
Owner Contact:	Certified letter
No. Copies:	5 copies
Delivery:	Reasonable period as specified by Hidalgo County Right of Way Department and Professional Appraisal Services, Inc.

ATTACHMENT "B" - PAYMENT AND FEE SCHEDULE

Type of Service	Fee Schedule
Land, residence or small commercial, no damages	$1,250/parcel
Residence with damages	$1,850/parcel
Small commercial w/damages	$2,550/parcel
Large commercial with/without damages	by agreement
Whole taking, land only, single parcel	$1,550/parcel
Whole taking, commercial up to box retail	$3,550/parcel
Revised reports (no change in date of appraisal)	$300/parcel
Update appraisals (w/in 14 months of original)	½ original fee
Condemnation Hearings	
Hourly Rates in 2008 Hourly Rates in 2009	$175/hour $200/hour

Work Authorization No. 2 will include a partial acquisition of 1 parcel. No damages are indicated and the fee for the appraisal is $1,250.

Report revisions are $300/parcel (if needed) and updated reports are ½ of the original fee (if needed). Condemnation hearing and preparation will be billed at $175/hour, if needed.

ATTACHMENT "C" - INSURANCE REQUIREMENTS PROVIDED BY APPRAISER

INSURANCE REQUIREMENTS ARE ON FILE WITH THE

HIDALGO COUNTY PURCHASING DEPARTMENT

AI-15082 **22.E.1.**

Pct 4-WA#2-MEG-C-08-472-03-24 & Invoice no. 7084-QHA-C-08-477-12-09 Drainage Improvement Project Pct#4

CC REGULAR

Date:	04/21/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

A. Presentation for consideration, discussion, acceptance and approval of Work Authorization No. 2 in the amounts of $ 4,505.31 from Millennium Engineers Group, Inc. for "Geotechnical Engineering Services and Construction Material Testing" within Hidalgo County Pct. No. 4, in connection with Contract No. C-08-472-03-24 for (North Alamo Road).

B. Presentation for discussion, consideration, acceptance and approval of request for payment#4 for Invoice No. 7084 in the amount of $85,000.00 submitted by Quintanilla, Headley & Associates Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection to contract #C-08-477-12-09 (PO#614261) for engineering services to “San Carlos Drainage Improvements” projects (On An As Needed Basis) Work Authorization No. 1 within Hidalgo County Precinct No. 4.

BACKGROUND

Work Authorizaton No. 2- Millennium Engineerg Goup, Inc
Invoice No. 7084 - Quintanilla, Headley & Associates, Inc.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Available balance as of 4-17-09 $87,089.17

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-0XX-0-719

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

BUDGETARY IMPACT:

PO# 614261 available balance as of 4-17-09 $740,000; funding available as of 4-17-09
Available balance for the following programs:
049 $275,000
050 $ 67,500
051 $125,000

Reference C-08-477-12-09 PO#614261 Est Parcels 300@2,500 $750,000

Pmt#	Invoice	Amount	Surveys	AI#	Date
1	7010	10,000	4	13349	1/20/09
2	7065	12,500	5	14647	3/24/09
3	7081	62,500	25	14971	4/14/09
4	7084	85,000	34	15082	4/21/09
			68 of 300	23%	

Attachments

Link: WA#2-MEG-C-08-472-03-24

Link: Invoice no. 7084-QHA

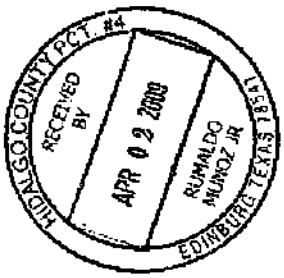
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2009 02:19 PM	APRV
2	Budget & Management	Veronica Lopez	04/16/2009 03:53 PM	APRV
3	Manuel Chapa	Manuel Chapa	04/17/2009 02:23 PM	APRV
4	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Letty Saenz Started On: 04/16/2009 11:11 AM

Final Approval Date: 04/17/2009

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-472-03-24
Work Authorization Form



WORK AUTHORIZATION NO. 2

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, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg , Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide

Geotechnical Engineering Services and Construction Materials Testing for Hidalgo County North Alamo Road. Projects are located in Precinct # 4.

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 **$4,505.31.**
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. **2** shall be funded through funding source:
Account No. 9-1204-431-00-124-007-0-731
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct # 4**, Commissioner Oscar Garza as to content and detail of this **Work Authorization No. 2**

HIDALGO COUNTY
COMMISSINER PRECINCT NO. 4 – Oscar Garza

BY Oscar L. Garza Jr.

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 _____, 2009.

THE ENGINEER:

By: Raul Palma

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" - Cost Proposal

EXHIBIT "A"
SERVICES TO BE PROVIDED BY THE OWNER/COUNTY

The following provides an outline of the services to be provided by the **Owner** in the development of **Projects** (as defined and more particularly indentified in **EXHIBIT "B"** attached to this Agreement).

General

The Owner will provide to the **Engineer** the following:

(1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the projects.

(5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

EXHIBIT "B"
SCOPE OF SERVICES
TO BE PROVIDED BY THE ENGINEER

The services to be provided by the ENGINEER in providing geotechnical engineering services, construction materials testing services, construction inspection services and environmental services for Hidalgo County 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 assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.

(4) Review all material designs as requested by the OWNER and/or project design engineer.

(5) Furnish the OWNER all necessary reports for construction and maintenance projects.

(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects

ATTACHMENT "C"

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

ATTACHMENT "D"

"Proposal"

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Proposal

Date	Proposal No.
3/31/2009	09-67

Name / Address
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 785418

		Project	
Description	Qty	Cost	Total
NORTH ALAMO ROAD			
Atterberg Limits	3	59.00	177.00
Gradation (Dry)	1	45.00	45.00
Washed Sieve Analysis	1	50.00	50.00
Standard Proctor	3	175.00	525.00
Field Density (Soils)	18	20.00	360.00
Asphalt Density (In-Place, Nuclear)	3	22.00	66.00
Asphalt Density (In-Place, Cores)	10	20.00	200.00
Wet Ball Mill	1	160.00	160.00
Asphalt Cores	10	50.00	500.00
Extraction, Grad. and % Asphalt	1	225.00	225.00
Bituminous Mix Theoretical SPG	1	55.00	55.00
Bituminous Compacted Specimen SPG (Lab Density)(3 Ea)	1	20.00	20.00
Stability	1	85.00	85.00
Vehicle Trip Charge	9	30.00	270.00
Engr. Technician	16.25	39.25	637.81
Engr. Technician (Concrete)	0	42.00	0.00
Engr. Technician (Asphalt)	7.25	42.00	304.50
Test Report	10	30.00	300.00
Clerical/Administrative	5	40.00	200.00
Project Management & Coordination	5	65.00	325.00

We thank you for your prompt payment. Please remit to the above address.

Total $4,505.31

County of Hidalgo Pct. #4

Commissioner Oscar L. Garza Jr.
1051 N. Doolittle Road
Edinburg Texas 78542-0337

HIDALGO COUNTY PCT #4 RECEIVED BY APR 0 2 2009 RUMALDO MUNOZ JR EDINBURG TEXAS 78541

MEMO

DATE: APRIL 02, 2009
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: WORK AUTHORIZATION #2 "NORTH ALAMO ROAD"
C-08-472-03-24

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING WORK AUTHORIZATION **#2** IN THE AMOUNT OF **$4,505.31** FOR **MILLENNIUM ENGINEERS GROUP, INC.** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM ACCOUNT # **9-1204-431-00-124-007-0-731**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES

Leticia Saenz

From: Rumaldo Munoz [rumaldo.munoz@co.hidalgo.tx.us]
Sent: Tuesday, April 14, 2009 10:40 AM
To: leticia.saenz@co.hidalgo.tx.us
Subject: Place W.O. #2 Millennium on CC
Attachments: Picture.jpg; Picture 001.jpg; Picture 002.jpg; Picture 003.jpg; Picture 004.jpg; Picture 005.jpg; Picture 006.jpg; Picture 007.jpg; Picture 008.jpg

Here is W.O. #2 for Millennium we talked about earlier, please place and the next CC.

Munoz

Quintanilla, Headley & Associates, Inc.
124 E. Stubbs St.
Edinburg, TX 78539

DATE	INVOICE #
4/9/2009	7084

BILL TO

Hidalgo County Precinct No. 4
Rumaldo Muñoz, Jr.
1051 N. Doolittle Road
Edinburg, Texas 78542



DESCRIPTION	AMOUNT
PROJECT: SAN CARLOS DRAINAGE IMPROVEMENTS RIGHT OF WAY SURVEYING	85,000.00
WORK AUTHORIZATION No. 1 CONTRACT # C-08-477-12-09 PURCHASE ORDER #: 614261	
PAYMENT REQUEST No. 4	
DESCRIPTION: SURVEY PARCELS 1. NORTH BRANCH DRAIN: PARCELS 27 AND 28 @ $2,500.00=$5,000.00 2. SAN CARLOS DRAIN: PARCELS 1 THRU 16 @ $2,500.00=$40,000.00 3. SCHUNIOR DRAIN: PARCELS 1 THRU 16 @$2,500.00=$40,000.00	
TOTAL AMOUNT DUE $85,000.00	
	0.00

9-1339-431-00-124-049-0-719 $ 5,000.00
9-1339-431-00-124-050-0-719 $ 40,000.00
9-1339-431-00-124-051-0-719 $ 40,000.00

Pct. # 1&4
Pur. Req. # 14491
P.O. # 614261

INVOICE RECEIVED BY: _____ on 4-14-09
GOODS/SERVICES RECEIVED BY: _____ on 4-14-09

Thank you for your business!

Total $85,000.00

Purchase Order

COUNTY OF HIDALGO

PO#: 614261

DATE: 12/11/08

VENDOR: 151024 REQ:00144913

Email:

BUYER:

Phone:

SHIP TO: HIDALGO CO. PCT 4

QUINTANILLA, HEADLEY AND ASSOCIATES, INC
124 EAST STUBBS STREET
EDINBURG TX 78539

1102 N. DOOLITTLE RD.
EDINBURG TX 78539

Vendor Acct:

CONTACT:

SITE: HIDALGO CO. PCT 4

Special Instructions: PCT REQ# 1571

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES AND RECEIPTED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		CONTRACT # C-08-477-12-09		
1	LOT	WORK AUTHORIZATION #1 WITH A PROPOSED FEE OF $750,000.00 FOR SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT (ROW SURVEYING OF 300 ESTIMATED PARCELS) WITHIN HIDALGO COUNTY PRECINCT NO.4, IN CONNECTION TO CONTRACT NO. C-08-477-12-09. APROVED C.C. OF 12/09/08 AGENDA ITEM A1-02638	750,000.00	750,000.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
			Total	750,000.00

****

For Hidalgo County use only

9-1204-431-00-124-036-0-719 750,000.00

9 719

Approved _____

9-1339-431-00-124-049-0-719 $275,000.00

9-1339-431-00-124-050-0-719 $ 75,000.00

9-1339-431-00-124-051-0-719 $125,000.00

9-1339-431-00-124-052-0-719 $250,000.00

9-1339-431-00-124-053-0-719 $ 25,000.00

Authorized by: Marcus R. Salazar

County of Hidalgo Pct. 4

Commissioner Oscar L. Garza Jr.
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: APRIL 14, 2009
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. #7084: CONTRACT #08-477-12-09

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE **#7084** IN THE AMOUNT OF **$85,000.00** UNDER WORK AUTHORIZATION #1 FOR **QUINTANILLA, HEADLEY & ASSOCIATES, INC.,** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM PURCHASE ORDER **#614261,**
ACCOUNT #s **9-1339-431-00-124-049-0-719 $ 5,000.00**
9-1339-431-00-124-050-0-719 $40,000.00
9-1339-431-00-124-051-0-719 $40,000.00

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES
ATTACHMENTS: Inv., 7084, P.O. 614261

Leticia Saenz

From: Rumaldo Munoz [rumaldo.munoz@co.hidalgo.tx.us]
Sent: Tuesday, April 14, 2009 3:59 PM
To: leticia.saenz@co.hidalgo.tx.us
Subject: Place inv # 7084 on next CC
Attachments: Picture 002.jpg; Picture 001.jpg; Picture.jpg

Please place the attached inv on the next CC.

Thanks Munoz

AI-15093 **22.F.1.**

Approval-Final Contracts-Road Construction-Red Barn & El Charro #2 Subdivisions

CC REGULAR

Date:	04/21/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	CAP Pct.2

Information

CAPTION

A. Presentation for discussion, consideration and approval of final negotiated construction contract (awarded by CC on 03-09-09) for C-CAP-09-002-04-21 Red Barn Subdivision between Hidalgo County and Homero Alvarez, dba, Alvarez Construction.

B. Presentation for discussion, consideration and approval of final negotiated construction contract (awarded by CC on 03-24-09) for C-CAP-09-001-04-21 EL Charro #2 Subdivision between Hidalgo County and Homero Alvarez, dba, Alvarez Construction.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-431-00-122-605-1-XXX

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

BUDGETARY IMPACT:

Red Barn Subdivision
For funding availablity, please see attached Expenditure Summary as of 04/17/09.

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-431-00-122-240-1-XXX

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

BUDGETARY IMPACT:

El Charro #2 Subdivision
For funding availablity, please see attached Expenditure Summary as of 04/17/09.

Attachments

Link: contract- El Charro

Link: contract Red Barn

Link: el charro#2 exp summ

Link: Red Barn Exp Summ

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/17/2009 03:14 PM	APRV
2	Budget & Management	Veronica Lopez	04/17/2009 03:16 PM	APRV
3	Roland Garcia	Rolando Garcia	04/17/2009 03:54 PM	APRV
4	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Yvette Islas

Started On: 04/16/2009 02:07 PM

Final Approval Date: 04/17/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-09-001-04-21

This Agreement, entered into this 21st day of April, 2009 by and between Hidalgo County (hereinafter called the "OWNER," and, Alvarez Construction, of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

ROAD AND DRAINAGE CONSTRUCTION OF EL CHARRO SUBDIVISION

~~Hereinafter called the project, for the sum of~~ One Hundred Ninety Four Thousand Three Hundred Dollars and Fifty Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by R. Gutierrez Engineering Corporation, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 75 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $200.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, _____, 2009.

CONTRACTOR:_____
Print Name & Title: _____
Name of Firm: Alvarez Construction
_____
Address: 613 Ferguson Rd
Donna, TX 78537
Fed I.D. #/SS #: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____day of _____,

2009, by _____Of and on behalf of_____
(Title) (A corporation)

_____
Notary Public-Signature

APPROVED AS TO FORM:

BY: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Juan D. Salinas III, County Judge

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-09-002-04-21

This Agreement, entered into this 21st day of April, 2009 by and between Hidalgo County (hereinafter called the "OWNER," and, Alvarez Construction, of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

ROAD AND DRAINAGE CONSTRUCTION OF RED BARN SUBDIVISION(S)

Hereinafter called the project, for the sum of Fourteen Thousand Four Hundred Eighty Nine Dollars and Fifty Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by R. Gutierrez Engineering Corporation, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 15 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $200.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, _____, 2009.

CONTRACTOR:_____
Print Name & Title: _____
Name of Firm: Alvarez Construction
_____
Address: 613 Ferguson Rd
Donna, TX 78537
Fed I.D. #/SS #: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____day of _____,

2009, by _____ Of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

APPROVED AS TO FORM:

BY: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Juan D. Salinas III, County Judge

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
9-1311-431-00-122-240-1-312	EL CHARRO #2-INDIRECT COST	1,003.11	.00	274.05	274.05	729.06	27.32
9-1311-431-00-122-240-1-334	EL CHARRO #2-ENG & ARCH SRV	8,855.10	8,855.10	.00	.00	.00	100.00
9-1311-431-00-122-240-1-339	EL CHARRO #2-OTHER PROF SRV	5,292.75	5,292.75	.00	.00	.00	100.00
9-1311-431-00-122-240-1-731	EL CHARRO #2-ROADS	188,676.24	.00	.00	.00	188,676.24	.00
9-1311-431-00-122-240-1-733	EL CHARRO #2-DRAINAGE DITCHES	182,237.96	.00	.00	.00	182,237.96	.00
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2		**386,065.16**	**14,147.85**	**274.05**	**274.05**	**371,643.26**	**3.74**
9 YEAR		**386,065.16**	**14,147.85**	**274.05**	**274.05**	**371,643.26**	**3.74**

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
9-1311-431-00-122-605-1-312	RED BARN-INDIRECT COST	1,000.43	.00	274.05	274.05	726.38	27.39
9-1311-431-00-122-605-1-334	RED BARN-ENG & ARCH SRV	2,126.04	1,063.02	1,063.02	1,063.02	.00	100.00
9-1311-431-00-122-605-1-339	RED BARN-OTHER PROF SRV	429.74	429.74	.00	.00	.00	100.00
9-1311-431-00-122-605-1-733	RED BARN-DRAINAGE DITCHES	17,370.82	1,747.52	.00	.00	15,623.30	10.06
9-1311-431-00-122-605-1-841	RED BARN-AID TO GOVT AGENCY	26,276.02	22,202.85	.00	.00	4,073.17	84.50
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2		**47,203.05**	**25,443.13**	**1,337.07**	**1,337.07**	**20,422.85**	**56.73**
9 YEAR		**47,203.05**	**25,443.13**	**1,337.07**	**1,337.07**	**20,422.85**	**56.73**

AI-15067 **22.G.1.**

Aapproval to exercise-One (1) Yr. Extension for All-temp Heating & Cooling and Air-Plus Heating & Cooling

CC REGULAR

Date:	04/21/2009		
Submitted By:	Rocio Villarreal, PURCHASING DEPT.		
Submitted For:	Rocio Villarreal		
Department:	PURCHASING DEPT.		
Agenda Category:	Purchasing Department	**Purchasing only:**	Community Service Agency

Information

CAPTION

A. Requesting authority to exercise the additional one year extension as provided under current contract for "Repairs, Replacement and/or Retrofit Central Heating and/or Cooling System" for Hidalgo County Community Service Agency, under the same rates, terms, and conditions with All-Temp Heating & Cooling Effective: 05/23/09-05/22/09

B. Requesting authority to exercise the additional one year extension as provided under current contract for "Repairs, Replacement and/or Retrofit Central Heating and/or Cooling System" for Hidalgo County Community Service Agency, under the same rates, terms, and conditions with Air-Plus Heating & Cooling. Effective: 05/23/09-05/22/09

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

CSA funds will be utilized for these extensions.

Attachments

Link: Air Plus Heating & Cooling 1 Yr Extension Letter

Link: All-temp heating & Cooling 1 Yr Extension Letter

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2009 11:42 AM	APRV
2	Budget & Management	Veronica Lopez	04/16/2009 01:41 PM	APRV
3	Veronica Lopez	Veronica Lopez	04/16/2009 03:30 PM	APRV
4	Auditor's Office		04/17/2009 05:08 PM	NEW
Form Started By: Rocio Villarreal			Started On: 04/15/2009 04:29 PM	

Final Approval Date: 04/17/2009

PURCHASING DEPARTMENT
County Of Hidalgo

April 15, 2009

Mr. Leocadio Guerrerro
Air-Plus Heating & Cooling, Inc.
711 E. Wisconsin Rd.
Edinburg, Texas 78539

(956) 381-5461

Re: C-07-026-05-22- Repairs, Replacement and/or retrofit of Central Heating and/or Cooling Systems for Hidalgo County Community Service Agency

Dear Mr. Guerrerro:

Commissioners' Court will take applicable action (Tuesday, April 21, 2009) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current agreement (under the same rates, terms and conditions). Effective date of renew/extension is of May 23, 2009. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Thursday, April 16, 2009, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 ext. 4868. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager

PURCHASING DEPARTMENT
County Of Hidalgo

April 15, 2009

Marce Elizalde, Owner
All-Temp Heating & Cooling
PO Box 78516
Alamo, Texas 78516

(956) 702-8077

Re: C-07-026A-05-22- Repairs, Replacement and/or Retrofit Central Heating and/or Cooling System for Hidalgo County Community Service Agency

Dear Ms. Elizalde:

Commissioners' Court will take applicable action (Tuesday, April 21, 2009) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current agreement (under the same rates, terms and conditions). Effective date of renew/extension is of May 23, 2009. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Thursday, April 16, 2009, 5:00 p.m., via facsimile to (956) 956-318-2629.

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Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager

PURCHASING DEPARTMENT
County Of Hidalgo

April 15, 2009

Mr. Leocadio Guerrero (956) 381-5461
Air-Plus Heating & Cooling, Inc.
711 E. Wisconsin Rd.
Edinburg, Texas 78539

Re: C-07-026-05-22- Repairs, Replacement and/or retrofit of Central Heating and/or Cooling Systems for Hidalgo County Community Service Agency

Dear Mr. Guerrero:

Commissioners' Court will take applicable action (Tuesday, April 21, 2009) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current agreement (under the same rates, terms and conditions). Effective date of renew/extension is of May 23, 2009. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Thursday, April 16, 2009, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: 04/16/09

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PURCHASING DEPARTMENT
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Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager

AI-15053 **22.G.2.**

Requesting authority for Additional One Year with Air Plus Heating & Cooling, Inc.

CC REGULAR

Date:	04/21/2009		
Submitted By:	Rocio Villarreal, PURCHASING DEPT.		
Submitted For:	Rocio Villarreal		
Department:	PURCHASING DEPT.		
Agenda Category:	Purchasing Department	**Purchasing only:**	Community Service Agency

Information

CAPTION

Requesting authority to exercise the additional one year extension as provided under current contract for "Purchase and Disposal of Window Air Condition Units" for Hidalgo County Community Service Agency, under the same rates, terms, and conditions with Air Plus Heating & Cooling, Inc. Effective: 05/16/09-05/15/10.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

CSA funds will be utilized for this extension.

Attachments

Link: Air Plus Heating & Cooling 1 Yr Extension

Link: back-up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2009 11:22 AM	APRV
2	Budget & Management	Veronica Lopez	04/16/2009 11:27 AM	APRV
3	Veronica Lopez	Veronica Lopez	04/16/2009 03:30 PM	APRV
4	Auditor's Office		04/17/2009 05:08 PM	NEW

Form Started By: Rocio Villarreal — Started On: 04/15/2009 03:32 PM

Final Approval Date: 04/17/2009

PURCHASING DEPARTMENT
County Of Hidalgo

April 14, 2009

Mr. Leocadio Guerrero (956) 381-5461
Air-Plus Heating & Cooling, Inc.
711 E. Wisconsin Rd.
Edinburg, Texas 78539

Re: C-07-025-05-15-Purchase and Disposal of Window Air Condition Units for Hidalgo County Community Service Agency

Dear Mr. Guerrero:

Commissioners' Court will take applicable action (Tuesday, April 21, 2009) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current agreement (under the same rates, terms and conditions). Effective date of renew/extension is of May 16, 2009. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Thursday, April 16, 2009, 5:00 p.m., via facsimile to (956) 956-318-2629.

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