AI-16106 **2.A.**

Line_Item_Transfer

CC CONSENT

Date:	06/22/2009
Submitted By:	Robert Leal, J.P. 4, 2
Submitted For:	Robert Leal
Department:	J.P. 4, 2
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - J.P. 4/2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-068-001-0-XXX

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

BUDGETARY IMPACT:

551-->748 - $1,500.00; Funding available as of 6/18/09.

Attachments

Link: Line_Item_Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/18/2009 03:38 PM	APRV
2	Norma Silva	Norma Silva	06/18/2009 04:49 PM	APRV
3	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Robert Leal Started On: 06/18/2009 03:21 PM

Final Approval Date: 06/18/2009

DATE: June 19, 2009

DEPARTMENT HEAD: Mary Alice Palacios

DEPARTMENT NAME: Justice of the Peace Mary Alice Palacios

ACCOUNT NUMBER: 9-1100-412-00-068-001-0-

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
661	Minor Office Furniture & Equip.	748	Other Equipment	$1,500.00
			TOTAL	1,500.00

REASON: Office Furniture for two county case managers

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-16102 **2.B.**

Furniture Transfer

CC CONSENT

Date: 06/22/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Budget & Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-14-115-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 06-18-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/18/2009 03:09 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	06/18/2009 04:36 PM	APRV
3	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Angela Garcia Started On: 06/18/2009 02:16 PM

Final Approval Date: 06/18/2009

BUDGET INTRADEPARTMENAL TRANSFER REQUEST

DATE: 06/18/09

DEPARTMENT HEAD: RAUL SILGUERO JR.

DEPARTMENT NAME: BUDGET & MANAGEMENT

ACCOUNT NUMBER: 9-1100-415-14-115-001-0-XXX

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM:		**TO:**		
OBJECT	**OBJECT**	**OBJECT**	**OBJECT**	
CODE	**NAME**	**CODE**	**NAME**	**AMOUNT**
661	MINOR OFFICE FURN.	601	OFFICE SUPPLIES	$3,000.00
			TOTAL	**3,000.00**

REASON: TO PURCHASE FURNITURE <$300.00

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT _____ DATE _____ ATTEST COUNTY CLERK

AI-16034 **2.C.**

Line Item Transfer

CC CONSENT

Date:	06/22/2009
Submitted By:	Blanca Sanchez, CONSTABLE PCT. #1
Submitted For:	Blanca Sanchez
Department:	CONSTABLE PCT. #1
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Constable Pct. #1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-291-001-0-XXX

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

BUDGETARY IMPACT:

601-->529 - $17.85; Funding available as of 6/16/09.

Attachments

Link: Line Item

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/16/2009 01:18 PM	APRV
2	Norma Silva	Norma Silva	06/16/2009 04:32 PM	APRV
3	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Blanca Sanchez Started On: 06/16/2009 11:08 AM

Final Approval Date: 06/18/2009

DATE: June 16, 2009

DEPARTMENT HEAD: Celestino Avila Jr.

DEPARTMENT NAME: Constable Precinct 1 - (291)

ACCOUNT NUMBER: ***9-1100-421-00-291-001-0***

SUBJECT: Budget Line–Item Transfer (s)

Honorable Commissioner's Court of Hidalgo County:

I submit to you for your consideration the following line–item transfers in accordance with Local Government: Code, Chapter 111, Subchapter C.:

FROM:			**TO:**		
OBJECT CODE	**OBJECT NAME**	→	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
601	Office & Computer Supplies	→	529	Surety & Notary Bonds	17.85
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		TOTAL			**$17.85**

REASON(s): Pay for S/H for notary stamps on renewal of one notary bond and two new notary bonds.

Blanca I. Sanchez Chief Deputy
DEPARTMENT HEAD SIGNATURE / DESIGNEE

_____ ___/___/___ _____
APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

COUNTY AUDITOR'S FORM: SFA-CA-017

AI-16019 **2.D.**

Constable Precinct 3 Line Item Transfer

CC CONSENT

Date:	06/22/2009
Submitted By:	Rachel Cavazos, CONSTABLE PCT. #3
Submitted For:	Larry Gallardo
Department:	CONSTABLE PCT. #3
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Constable Pct. #3 (1285)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1285-421-00-293-006-9-XXX

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

BUDGETARY IMPACT:

Available account balance as of 06-18-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/16/2009 01:11 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	06/18/2009 10:43 AM	APRV
3	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Rachel Cavazos Started On: 06/16/2009 08:40 AM

Final Approval Date: 06/18/2009

DATE: June 19, 2009

DEPARTMENT HEAD: Lazaro Gallardo, Jr.

DEPARTMENT NAME: Constable Precinct 3

ACCOUNT NUMBER: 9-1285-421-00-293-006-9-XXX

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
890	LRGVDC - SOLID WASTE PCT 3- OTHER	748	LRGVDC - SOLID WASTE PCT 3 OTHER EQUIPMENT	10.00
			TOTAL	10.00

REASON: WE ARE NEEDING TO COVER THE SHIPPING CHARGES FOR A SURVEILLANCE CAMERA SYSTEM THAT WE ARE TRYING TO ORDER.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-16089 **2.E.**

Budget Line Item Transfer

CC CONSENT

Date:	06/22/2009
Submitted By:	Edna Kirby, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - I.T. Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-00-200-002-0-XXX

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

BUDGETARY IMPACT:

452-->336 - $1,500.00; Funding is available as of 6/18/09.

Attachments

Link: Intra-Dept

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/18/2009 07:48 AM	APRV
2	Norma Silva	Norma Silva	06/18/2009 10:13 AM	APRV
3	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Edna Kirby Started On: 06/17/2009 04:38 PM

Final Approval Date: 06/18/2009

DATE: June 22, 2009

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 9-1100-415-00-200-002-0

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
452	IT COUNTYWIDE-BLDG ADD & RENOV	336	IT COUNTYWIDE-COMPUTER SERVICES	$1,500.00
			TOTAL	$1,500.00

REASON: **Tranfer monies to the correct object code to cover expenses**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-16071 **2.F.**

Budget Line Item Transfer

CC CONSENT

Date:	06/22/2009
Submitted By:	Edna Kirby, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - I.T. Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-00-200-001-0-XXX

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

BUDGETARY IMPACT:

583-->607 $ 100.00; funds available as of 06/18/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/17/2009 01:41 PM	APRV
2	Ana Galvan	Anna Galvan	06/18/2009 09:15 AM	APRV
3	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Edna Kirby Started On: 06/17/2009 11:53 AM

Final Approval Date: 06/18/2009

DATE: June 22, 2009

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 9-1100-415-00-200-001-0

SUBJECT: **Intradepartmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	COMPUTER DEPT-MINOR OFFICE EQUIP	**AMOUNT**
583	INFO TECH-TRAVEL OUT OF COUNTY	607	INFO TECH - HSEHLD & JANITORIAL SUPPLIES	100.00
			TOTAL	**$100.00**

REASON: **Tranfer monies to cover expenses**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-16058 **2.G.**

Budget Line Transfer

CC CONSENT

Date:	06/22/2009
Submitted By:	Edna Kirby, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - I.T. Dept. (1242)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1242-412-00-060-001-0-XXX

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

BUDGETARY IMPACT:

534-->532 $ 15,425.19; funds available as of 06/17/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/17/2009 10:31 AM	APRV
2	Ana Galvan	Anna Galvan	06/17/2009 03:57 PM	APRV
3	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Edna Kirby Started On: 06/17/2009 10:25 AM

Final Approval Date: 06/18/2009

DATE: **June 22, 2009**

DEPARTMENT HEAD: **Renan Ramirez**

DEPARTMENT NAME: **Information Technology Dept.**

ACCOUNT NUMBER: **9-1242-412-00-060-001-0**

SUBJECT: **Intradepartmental Transfer/s in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	COMPUTER DEPT-MINOR OFFICE EQUIP	**AMOUNT**
534	JUSTICE CRT TECH - INTERNET SERVICES	532	JUSTICE CRT TECH-WIRELESS DEVICES	$15,425.19
			TOTAL	**$15,425.19**

REASON: **Tranfer monies to cover expenses**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-16059 **2.H.**

Intradepartmental Transfer- Salary related fringes (workers comp)

CC CONSENT

Date:	06/22/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Elections Department
Department:	BUDGET & MANAGEMENT
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Elections (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-414-00-130-001-0-121

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

BUDGETARY IMPACT:

Available lapsed funding as of 06/17/09. rc

Attachments

Link: Intradepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/17/2009 11:00 AM	APRV
2	JC Carreon	JC Carreon	06/17/2009 12:05 PM	APRV
3	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Rosie Cantu Started On: 06/17/2009 10:29 AM

Final Approval Date: 06/18/2009

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: June 17, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Elections Department

ACCOUNT NUMBER: 9-1100-414-00-130-001-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM Object Code	**Description**	**TO** Object Code	**Description**	**Amount**
121	TEMP F/T EMPLOYEES	260	WORKERS COMP	$ 1,700.00
			TOTAL	**$ 1,700.00**

REASON: Intradepartmental Transfer to fund salary related fringes (workers comp).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

Form DBM-201

AI-15962 **2.I.**

WIC

CC CONSENT

Date:	06/22/2009
Submitted By:	Margarita Gonzalez, WIC
Submitted For:	Norma Longoria
Department:	WIC
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - WIC Adm. (1292)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1292-441-00-350-001-9-XXX

FUNDS AVAILABLE Y/N?: yes MATCHING FUNDS Y/N?: no

BUDGETARY IMPACT:

Funds available as of 6-13-09.

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/11/2009 07:41 AM	APRV
2	Noe Cavazos	NOE CAVAZOS	06/11/2009 05:19 PM	APRV
3	Auditor's Office	Angela Garcia	06/17/2009 10:28 AM	APRV
4	Ana Galvan	Anna Galvan	06/18/2009 11:35 AM	APRV

Form Started By: Margarita Gonzalez Started On: 06/10/2009 03:55 PM

Final Approval Date: 06/18/2009

DATE: June 10, 2009

WIC DIRECTOR: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM

ACCOUNT NUMBER: 9.1292.441.00.350.001.9.-WIC

SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following line-item transfer(s) in accordance with the Local Government Code Chapter 111, Subchapter C.

FROM				TO			
ACCOUNT NUMBER		ACCOUNT NAME		ACCOUNT NUMBER		ACCOUNT NAME	
9.1292.441.00.350.001.9	603	Education& Instruction Supplies	→	9.1292.441.00.350.001.9	601	Office & Computer Supplies	
9.1292.441.00.350.001.9	604	Medical & Lab Supplies	→	9.1292.441.00.350.001.9	601	Office & Computer Supplies	
9.1292.441.00.350.001.9	524	General Insurance	→	9.1292.441.00.350.001.9	811	Licenses & Permits	
9.1292.441.00.350.001.9	524	General Insurance	→	9.1292.441.00.350.001.9	339	Other Professional Services	
9.1292.441.00.350.001.9	524	General Insurance	→	9.1292.441.00.350.001.9	529	Surety & Notary Bonds	

Total:

REASON: To cover expenditures

APPROVED COMMISSIONERS COURT

/ /

Date

ATTEST COUNTY CLERK

AMOUNT	
$	4,000.00
	4,000.00
	200.00
	2,000.00
	100.00
$	10,300.00

AI-15968 **2.J.**

HIDTA

CC CONSENT

Date:	06/22/2009
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Rene Guerra, Criminal District Attorney
Department:	HIDTA
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - H.I.D.T.A. (1252)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1252-412-00-270-012-0-XXX

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

BUDGETARY IMPACT:

439-->540 $ 3,500.00; funds available as of 06/16/09
439-->810 $ 2,000.00; funds available as of 06/16/09

Attachments

Link: Transfer#4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/11/2009 07:44 AM	APRV
2	Ana Galvan	Anna Galvan	06/16/2009 09:23 AM	APRV
3	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Nelda Olivarez Started On: 06/10/2009 04:36 PM

Final Approval Date: 06/18/2009

DATE: June 10, 2009 Transfer Number: 4

DEPARTMENT HEAD: Dora L. Munoz, H.I.D.T.A. Task Force Commander

DEPARTMENT NAME: Hidalgo County HIDTA Task Force

ACCOUNT NUMBER: 9-1252-412-00-270-012-0-xxx ***(U.S. Dept of Treasury)***

SUBJECT: Budget Line-Item Transfers (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer (s) in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM		*TO*		
ACCOUNT NO.(S)	*ACCOUNT NAME*	*ACCOUNT NO.(S)*	*ACCOUNT NAME*	*AMOUNT*
9-1252-412-00-270-012-0- 439	Other R&M Srv	9-1252-412-00-270-012-0- 540	Advertising	3,500.00
9-1252-412-00-270-012-0- 439	Other R&M Srv	9-1252-412-00-270-012-0- 810	Due & Memberships	2,000.00
	TOTAL			**5,500.00**

REASON: TO FUND UNANTICIPATED EXPENDITURES

_____ __/__/__ _____ __/__/__

Dora L. Munoz DATE Attest County Clerk DATE

H.I.D.T.A. Task Force Commander

_____ __/__/__ _____ __/__/__

Budget Officer DATE Approved Commissioners' Court DATE

AI-16004 **2.K.**

Intradepartmental for textbooks

CC CONSENT

Date:	06/22/2009
Submitted By:	Mary Garcia, TAX OFFICE
Submitted For:	Armando Barrera Jr.
Department:	TAX OFFICE
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Tax Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-15-140-001-0-XXX

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

BUDGETARY IMPACT:

603-->640 $ 250.00; funds available as of 06/16/09

Attachments

Link: amended transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/15/2009 11:28 AM	APRV
2	Ana Galvan	Anna Galvan	06/16/2009 10:49 AM	APRV
3	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Mary Garcia Started On: 06/12/2009 04:36 PM

Final Approval Date: 06/18/2009

DATE: June 15, 2009

DEPARTMENT HEAD: Armando Barrera Jr.

DEPARTMENT NAME: Hidalgo County Tax Office

ACCOUNT NUMBER: 9-1100-415-15-140-001-0-XXX

SUBJECT: **Intradepartmental Transfer/s**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME
603	Educational/Inst. Supplies	640	Reference Materials
601	Office & Computer Supplies	607	Household & Janitorial Supplies

TOTAL

REASON: **To purchase textbooks and trash bags (for shredding) of paper at the Auto Licens in Edinburg.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUN**

AMOUNT
$ 250.00
500.00
$ 750.00

e Department

ITY CLERK

AI-16020 **2.L.**

16020 lit 6-16-09 $1,000.00 si

CC CONSENT

Date: 06/22/2009
Submitted By: Mary Garcia, TAX OFFICE
Submitted For: Armando Barrera Jr. RTA
Department: TAX OFFICE
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION
2009 - Tax Office (1246)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1246-415-15-140-003-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available account balance as of 06/17/2009 583->584

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/16/2009 01:11 PM	APRV
2	JC Carreon	JC Carreon	06/17/2009 10:00 AM	APRV
3	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Mary Garcia Started On: 06/16/2009 09:26 AM

Final Approval Date: 06/18/2009

DATE: June 16, 2009

DEPARTMENT HEAD: Armando Barrera Jr.

DEPARTMENT NAME: Hidalgo County Tax Office

ACCOUNT NUMBER: 9-1246-415-15-140-003-0-xxx

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
583	Travel Out-Of-County	584	Registration	1,000.00
			TOTAL	1,000.00

REASON: **To purchase necessary items to operate County office. Need to trans from Special Inventory to cover Registration costs.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-16063 **2.M.**

Intradepartmental Transfer

CC CONSENT

Date: 06/22/2009
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Judge's Office (1287)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1287-465-20-110-070-9-XXX

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

BUDGETARY IMPACT:

890-->640 - $200.00; Funding available as of 6/18/09.

Attachments

Link: Intradepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/17/2009 11:27 AM	APRV
2	Norma Silva	Norma Silva	06/18/2009 09:55 AM	APRV
3	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Erika Reyna — Started On: 06/17/2009 11:09 AM

Final Approval Date: 06/18/2009

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: **June 17, 2009**

DEPARTMENT HEAD: **Judge JD Salinas III**

DEPARTMENT NAME: County Judge's Office

ACCOUNT NUMBER: 9-1287-465-20-110-070-9

CONTACT PERSON: Erika G. Reyna PHONE: 318-2600 x 5028

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
890	Other	640	Reference Materials	200.00
			TOTAL	**200.00**

REASON: Transfer needed for purchase of report.

22-Jun-09

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-16074 **2.N.**

Health Division - Bioterrorism Grant Line Item Trf

CC CONSENT

Date: 06/22/2009
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Health & Human Services Department - Bioterrorism (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009
ACCT. #: 9-1293-441-00-340-013-9-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 06-18-09

Attachments

Link: Bio LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/17/2009 01:57 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	06/18/2009 10:49 AM	APRV
3	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Dan Beltran
Started On: 06/17/2009 01:27 PM

Final Approval Date: 06/18/2009

Date: June 17, 2009
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 9-1293-441-00-340-013 -9 Bioterrorism
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
9-1293-441-00-340-013-9-531	Telephone	9-1293-441-00-340-013-9-350	Other Services	$ 5,000.00
			Amount	$ 5,000.00

Revenue Account
Amount Requested: $ 5,000.00

Reason: Funds needed in the object codes listed above in order to meet anticipated expenditures

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-16057 **2.O.**

Intradepartmental Transfer

CC CONSENT

Date:	06/22/2009
Submitted By:	Rosie Luna, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Safety Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-50-115-059-0-XXX

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

BUDGETARY IMPACT:

603-->613 - $600.00; Funding available as of 6/19/08.
603-->619 - $300.00; Funding available as of 6/19/08.

Attachments

Link: 6/22/09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/17/2009 10:29 AM	APRV
2	Norma Silva	Norma Silva	06/18/2009 09:45 AM	APRV
3	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Rosie Luna Started On: 06/17/2009 10:22 AM

Final Approval Date: 06/18/2009

DATE: June 17, 2009

DEPARTMENT HEAD: Roy Quintanilha

DEPARTMENT NAME: Dept. of Budget and Management Safety Division

ACCOUNT NUMBER: 9-1100-419-50-115-059-0-XXX

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
603	Educational/Instructional Supplies	613	Safety Supplies	$ 600.00
603	Educational/Instructional Supplies	619	Other Miscellaneous Supplies	$ 300.00
		TOTAL		$ 900.00

REASON: **Line Item Transfers are being requested for expected expenditures.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-16028 **2.P.**

Camera transfer

CC CONSENT

Date: 06/22/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Parking Lot Security (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-40-115-069-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 06-18-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/16/2009 01:15 PM	APRV
2	Noe Cavazos	Monica Badillo	06/16/2009 05:01 PM	APRV
3	Veronica Ortiz	Veronica Ortiz	06/18/2009 10:45 AM	APRV
4	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Angela Garcia Started On: 06/16/2009 10:10 AM

Final Approval Date: 06/18/2009

BUDGET INTRADEPARTMENAL TRANSFER REQUEST

DATE: 06/16/09

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: PARKING LOT SECURITY

ACCOUNT NUMBER: 9-1100-419-40-115-069-0-XXX

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM:		**TO:**		
OBJECT	**OBJECT**	**OBJECT**	**OBJECT**	
CODE	**NAME**	**CODE**	**NAME**	**AMOUNT**
583	TRAVEL OUT OF COUNTY	619	OTHER MISC. SUPPLIES	$300.00
			TOTAL	**300.00**

REASON: TO PURCHASE DIGITAL CAMERAS

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT _____ DATE _____ ATTEST COUNTY CLERK

AI-16090 **2.R.**

2009 Pct #1 Sanitation (1100)

CC CONSENT

Date: 06/22/2009
Submitted By: JOANN GONZALEZ, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION
2009 - Pct. #1 San. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-121-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
748-->672 $ 1,500.00; funds available as of 06/18/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/18/2009 07:49 AM	APRV
2	Ana Galvan	Anna Galvan	06/18/2009 10:31 AM	APRV
3	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: JOANN GONZALEZ
Started On: 06/17/2009 04:45 PM
Final Approval Date: 06/18/2009

DATE: June 19, 2009 **MEETING REQUEST DATE:** June 22, 2009

DEPARTMENT HEAD: COMMISSIONER SYLVIA HANDY

DEPARTMENT NAME: PCT #1 SANITATION

ACCOUNT NUMBER: 9-1100-432-00-121-001-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
9	-1100	-432	-00	-121	-001	-0	748	Other Equipment	9	-1100	-432	-00	-121	-001	-0	672	Equip & Veh R&M Suppl	1,500.00
																		1,500.00

REASON: NEEDED TO COVER FUTURE EXPENSES

NOE MONTEZ

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-16090 **2.R.**

2009 Pct #1 Sanitation (1100)

CC CONSENT

Date: 06/22/2009
Submitted By: JOANN GONZALEZ, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION
2009 - Pct. #1 San. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-121-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
748-->672 $ 1,500.00; funds available as of 06/18/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/18/2009 07:49 AM	APRV
2	Ana Galvan	Anna Galvan	06/18/2009 10:31 AM	APRV
3	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: JOANN GONZALEZ
Started On: 06/17/2009 04:45 PM
Final Approval Date: 06/18/2009

DATE: June 19, 2009 **MEETING REQUEST DATE:** June 22, 2009

DEPARTMENT HEAD: COMMISSIONER SYLVIA HANDY

DEPARTMENT NAME: PCT #1 SANITATION

ACCOUNT NUMBER: 9-1100-432-00-121-001-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
9	-1100	-432	-00	-121	-001	-0	748	Other Equipment	9	-1100	-432	-00	-121	-001	-0	672	Equip & Veh R&M Suppl	1,500.00
																		1,500.00

REASON: NEEDED TO COVER FUTURE EXPENSES

NOE MONTEZ

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-16091 **2.S.**

Budget Line-Item Transfer for offices

CC CONSENT

Date:	06/22/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 Adm. (1202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-005-0-XXX

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

BUDGETARY IMPACT:

Funding available as of 06/17/2009
From 581------>604 in the amount $500.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/18/2009 07:49 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	06/18/2009 10:40 AM	APRV
3	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Yolanda Cisneros Started On: 06/17/2009 04:46 PM

Final Approval Date: 06/18/2009

DATE: June 17, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2

ACCOUNT NUMBER: 9-1202-431-00-122-005-0-XXX Administration

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

SUBJECT: **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
581	TRAVEL IN COUNTY	607	HOUSEHOLD & JANITORIAL SUPPLY	$500.00
			TOTAL	$500.00

REASON:
Transfer needed for the continued operation of the department

DEPARTMENT HEAD SIGNATURE

6/17/2009
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16087 **2.T.**

Budget Line-Item Transfer for department

CC CONSENT

Date:	06/22/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 R&B (1202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

Funding available as of 06/18/2009
From 841------->748 in the amount of $5,000.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/18/2009 07:46 AM	APRV
2	JC Carreon	JC Carreon	06/18/2009 12:33 PM	APRV
3	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Yolanda Cisneros Started On: 06/17/2009 04:32 PM

Final Approval Date: 06/18/2009

DATE: June 16, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2

ACCOUNT NUMBER: 9-1202-431-00-122-006-0-XXX Road & Bridge

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

SUBJECT: **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
841	AID TO GOVERNMENT AGENCY	748	OTHER EQUIPMENT	$5,000.00
			TOTAL	**$5,000.00**

REASON:
Transfer needed for expected expenditures for the department.

DEPARTMENT HEAD SIGNATURE

6/16/2009
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16096 **2.U.**

BCAP Transfer (1312) - Las Milpas

CC CONSENT

Date:	06/22/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1312-431-00-122-413-0-XXX

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

BUDGETARY IMPACT:

733-->841 - $6,000.00; Funding available as of 6/18/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/18/2009 09:54 AM	APRV
2	Norma Silva	Norma Silva	06/18/2009 10:43 AM	APRV
3	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Marcie Jackson Started On: 06/18/2009 09:26 AM

Final Approval Date: 06/18/2009

DATE: June 18, 2009

2009
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for BCAP-Precinct 2 (1312)

ACCOUNT NUMBER: 9-1312-431-00-122-413-0-XXX

AI-16096 6/22/09

Contact Person: Marcie Jackson **Ph#:** (956) 787-1891 Ext. 2010

SUBJECT: **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
733	LAS MILPAS SUB-DRAINAGE DITCHES	841	LAS MILPAS SUBD-AID TO GOVT AGENCY	$6,000.00
			TOTAL	6,000.00

REASON:
Transfer from (733)LAS MILPAS SUB-DRAINAGE DITCHES TO (841)LAS MILPAS SUBD-AID TO GOVT AGENCY in the amounts of $6,000.00 to cover future expenses for completion of project.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-15999 **2.V.**

2009 BCAP Transfer (1311)

CC CONSENT

Date:	06/22/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - BCAP (1311)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1311-431-00-122-605-1-XXX

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

BUDGETARY IMPACT:

Available account balance as of 06/18/2009 841->733

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/18/2009 09:52 AM	APRV
2	JC Carreon	JC Carreon	06/18/2009 12:38 PM	APRV
3	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Marcie Jackson Started On: 06/12/2009 01:29 PM

Final Approval Date: 06/18/2009

DATE: June 12, 2009

2009
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for BCAP-Precinct 2 (1311)

ACCOUNT NUMBER: 9-1311-431-00-122-605-1-XXX

AI-15999 6/22/09

Contact Person: Marcie Jackson **Ph#:** (956) 787-1891 Ext. 2010

SUBJECT: **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
841	RED BARN-AID TO GOVT AGENCY	733	RED BARN-DRAINAGE DITCHES	$444.94
			TOTAL	444.94

REASON:
Transfer from (841)RED BARN-AID TO GOVT AGENCY TO (733)RED BARN-DRAINAGE DITCHES in the amounts of $444.94 to cover future expenses for completion of project.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16056 **2.W.**

Pct #3 Transfer

CC CONSENT

Date: 06/22/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 San. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-123-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 06/17/2009 432->431 ; 432->609

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/17/2009 10:23 AM	APRV
2	JC Carreon	JC Carreon	06/17/2009 12:09 PM	APRV
3	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Norma Ceballos Started On: 06/17/2009 09:32 AM

Final Approval Date: 06/18/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: June 22, 2009

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

ACCOUNT NUMBER: 9-1100-432-00-123-001-0

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer's) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
432	Sanitation Pct 3 Equip R&M Service	431	Sanitation Pct 3 R&M Srv. Bldg &Othe	$ 3,000.00
432	Sanitation Pct 3 Equip R&M Service	609	Sanitation Pct 3 Agri. & Landscaping	$ 600.00
			TOTAL	$ 3,600.00

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16039 **2.X.**

Pct #3 Transfer

CC CONSENT

Date: 06/22/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 Parks (1213)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1213-452-00-123-008-0-XXX

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

BUDGETARY IMPACT:

439-->664 $ 5,000.00; funds available as of 06/17/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/16/2009 03:32 PM	APRV
2	Ana Galvan	Anna Galvan	06/17/2009 03:45 PM	APRV
3	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Norma Ceballos Started On: 06/16/2009 02:49 PM

Final Approval Date: 06/18/2009

INTRADEPARTMENTAL TRANSFER **AI-16039**

DATE: June 23, 2009

DEPARTMENT HEAD: Commissioner Joe M. Flores

DEPARTMENT NAME: Hidalgo County Precinct #3 Parks

ACCOUNT NUMBER: 9-1213-452-00-123-008-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer's) in accordance with Local Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME
439	**Other R&M Services**	**664**	**Other Minor Equipment**

TOTAL

REASON: Expected Expenses

DEPARTMENT HEAD SIGNATURE

CC

APPROVED COMMISSIONERS' COURT

ATTEST CC

INTRADEPARTMENTAL TRANSFER **AI-16039**

Government

AMOUNT	
$	5,000.00
$	5,000.00

DATE

)UNTY CLERK

AI-16040 **2.Y.**

Pct 4 Administration Transfer

CC CONSENT

Date: 06/22/2009
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #4 Adm. (1204)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1204-431-00-124-005-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 06-18-09

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/16/2009 03:33 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	06/18/2009 10:46 AM	APRV
3	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Jr. Munoz Started On: 06/16/2009 03:07 PM

Final Approval Date: 06/18/2009

DATE: 06/16/09 **AI#**

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Pct. #4 - Administration

ACCOUNT NUMBER: 9-1204-431-00-124-005-0-XXX

SUBJECT: Intra-departmental Transfer/s

Contact Person: Rumaldo Munoz Jr. **Ph# :** 956-383-3112

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
432	Equip & Veh R&M Srv	412	Cable/Satellite Tv	500.00
661	Minor Office Furn	431	Rpr & Maint Srv Buildings	3,100.00
			TOTAL	3,600.00

REASON: To cover expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-15998 **4.A.**

May 2009 Fee Report

CC CONSENT

Date:	06/22/2009
Submitted By:	Norma Martinez, DISTRICT CLERK
Submitted For:	Norma Martinez
Department:	DISTRICT CLERK
Agenda Category:	Monthly Fee Reports

Information

CAPTION

District Clerk:
Approval of monthly fees report for the month of May 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:
No fiscal impact.

Attachments

Link: DISTRICT CLERK MAY 2009 FEE REPORT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/12/2009 01:42 PM	APRV
2	Ivan Cantu	Ivan Cantu	06/12/2009 02:07 PM	APRV
3	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Norma Martinez — Started On: 06/12/2009 12:13 PM

Final Approval Date: 06/18/2009

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

FOR THE MONTH OF MAY 2009

DISTRICT COURT FEES (LGC 133.151(a)(1)&(a)(2))								
DIVORCE & FAMILY LAW CASES	$ 11,450.00		# OF CASES					
LESS: PARTIAL PAYMENT	$ 65.00	$ 11,385.00	# 253	X $45.00	= $ 11,385.00	1100-207-20-000-051-0-000	$ 11,385.00	
OTHER THAN DIVORCE/FAMILY	$ 14,550.00							
LESS: PARTIAL PAYMENT	$ -	$ 14,550.00	# 291	X $50.00	= $ 14,550.00	1100-207-20-000-052-0-000	$ 14,550.00	
INDIGENT LEGAL SERVICES (LGC 133.152 (a)(1)-(2))								
DIVORCE & FAMILY LAW CASES	$ 280.00							
LESS: PARTIAL PAYMENT	$ -	$ 280.00	# 56	FAMILY X $5.0(	= $ 280.00			
OTHER THAN DIVORCE/FAMILY	$ 900.00							
LESS: PARTIAL PAYMENT	$ -	$ 900.00	# 90	CIVIL X $10.00	= $ 900.00	1100-207-20-000-050-0-000	$ 1,180.00	
JUDICIAL SUPPORT FEE (LGC 133.154) @37.00AFTER 12/1/05			# 15	CASES	= $ 555.00			
JUDICIAL SUPPORT FEE (LGC 133.154) @$42.00AFTER 1/1/08.			# 518	CASES	= $ 21,756.00	1100-207-20-000-055-0-000	$ 22,311.00	
FAMILY PROTECTION FEE (GC 51.961) AFTER 6/15/07@$15.00						1100-341-10-090-011-0-000	$ 2,910.00	
CLERK COST (GC 51.317(b)(1)&(b-1))		$ 27,252.00	$50<=10, $75(11-25), $100(26-100), $125(101-500), $150(501-1000) $200>1000					
OTHER CLERK COST (GC51.317-319)		$ 20,674.00			$ 47,926.00			
TIME PAYMENT (LGC 133.103) @$10.00					$ 1,508.23			
PHOTO & CERTIFIED COPIES (GC 51.318(b)(7)-(8))					$ 7,861.75			
OTHER FEES: REGISTRY ADMINISTRATION FEE (LGC 117.055)					$ 369.90			
REGISTRY ADMINISTRATION INTEREST (LGC 117.054)					$ 2,290.65			
NSF CHECK FEE (LGC 118.141)					$ 60.00			
					TOTAL CLERK'S FEES	1100-341-10-090-001-0-000	$ 60,016.53	
INTEREST EARNED FOR THE MONTH OF MAY 2009						1100-361-11-000-005-0-000	$ 3,014.38	
COURT FEES: DISTRICT ATTORNEY (CCP 102.008)						1100-341-10-090-007-0-000	$ 185.18	
DISTRICT ATTORNEY BOND FORFEITURES COMMISSIONS (GC 41.005)						1100-341-10-090-008-0-000	$ -	
PROTECTIVE ORDER (D.A. FEES, FC 71.04) @$150.00						1100-341-10-000-003-0-000	$ -	
TIME PAYMENT ADMINISTRATION OF JUSTICE (LGC 133.103) @$ 2.50						1100-341-10-090-002-0-000	$ 377.06	
TIME PAYMENT (LGC 133.103) @ $12.50						1100-207-20-000-005-0-000	$ 1,885.28	
LOCAL (CRIMINAL) TRANSACTION FEE (CCP 102.072)@$2.00						1100-341-10-090-003-0-000	$ 2,766.00	
APPELLATE JUD. SYS. FUND (GC 22.2141) @$5.00						1100-207-20-000-001-0-000	$ 2,085.00	
MASTER COURT FEES (14.82gFC) @$7.00						1100-341-10-090-004-0-000	$ -	
JURY FEES (CCP 102.004) @$30.00						1100-341-10-090-006-0-000	$ 5,430.21	
PASPORT EXECUTION FEE @$25.00						1100-341-10-090-013-0-000	$ 64,525.00	
PASPORT PHOTO FEE @$15.00						1100-341-10-090-014-0-000	$ 12,285.00	
SHERIFF FEES (CCP 102.011)		$ 16,715.30						
SHERIFF FEES (HCSO)		$ 4,351.90				1100-342-10-90-001-0-000	$ 21,067.20	
CONSTABLE FEES(CCP 102.011)				PCT. 1		1100-342-10-291-000-0-000	$ -	
				PCT. 2		1100-342-10-292-000-0-000	$ -	
				PCT. 3		1100-342-10-293-000-0-000	$ -	
				PCT. 4		1100-342-10-294-000-0-000	$ -	
				PCT. 5		1100-342-10-295-000-0-000	$ -	
PUBLIC DEFENSE ATTY'S FEES (CCP 26.05)						1100-351-20-090-001-0-000	$ 12,032.79	
FINES (LGC 113.004)						1200-351-10-090-000-0-000	$ 107,096.56	
BOND FORFEITURES (CCP 22.16)						1200-352-10-090-001-0-000	$ -	
COURTHOUSE SECURITY FUND (291.008 LGC/102.017 CCP)						1241-341-10-090-001-0-000	$ 2,903.11	
# _____ CIVIL FILINGS X $5.00					= $ 2,160.00			
# _____ FELON. CONV.X $5.00					= $ 743.11			
# _____ MISD.CONV. X $3.00					= $ -			
COUNTY RECORDS MANAGEMENT & PRESERVATION (GC 51.317/ CCP 102.005)						1238-341-20-090-001-0-000	$ 6,004.26	
# _____ CIVIL FILINGS X $5.00					= $ 2,705.00			
# _____ CRIM CONV. X $22.50					= $ 3,299.26			
DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION (GC 51.317 (b)(4))						1235-341-10-090-000-0-000	$ 3,009.27	
# _____ CIVIL FILINGS X $5.00					= $ 2,692.00			
# - CRIM FILINGS X $2.50					= $ 317.27			
COURT REPORTER SERVICE FEE (GC 51.601) @$15.00						1239-341-10-090-001-0-000	$ 6,646.40	
JUVENILE DELINQUENCY PREVENTION FUND (CCP 102.0171) @$5.00						1240-341-10-090-001-0-000	$ 5.00	
LAW LIBRARY FEES (LGC 323.023) @$30.00						1247-341-10-090-001-0-000	$ 12,930.00	
OTHER COURT FEES:								
CRIMINAL CLERK FEE (CCP ART. 102.005)					$ 5,887.38			
LAW ENFORCEMENT LAB COSTS(CCP ART 42.12 SEC 11)					$ 834.00			
CRIME STOPPERS - ADULT PROBATION DEPT.					$ 73.00			
MOTHERS AGAINST DRUNK DRIVING					$ 319.17			
WOMEN TOGETHER EMERGENCY SHELTER					$ 30.00			
ESTRELLA'S HOUSE					$ 30.00			
ATTORNEY AD-LITEM					$ 3,550.00			
				SUBTOTAL			$ 10,723.55	
				LESS: LAW ENFORCEMENT LAB COSTS			$ (834.00)	
				LESS: CRIME STOPPERS			$ (73.00)	
				LESS: MOTHERS AGAINST DRUNK DRIVING			$ (319.17)	
				LESS: WOMEN TOGETHER EMERGENCY SHELTER			$ (30.00)	
				LESS: ESTRELLA'S HOUSE			$ (30.00)	
				LESS: ATTORNEY AD-LITEM			$ (3,550.00)	
				TOTAL OTHER COURT FEES		1100-341-10-090-005-0-000	$ 5,887.38	

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT
PAGE 2 OF 3
FOR THE MONTH OF MAY 2009

CONSOLIDATED COURT COST(LGC133.102)	1/1/04 FEL@$133.00 A&B MISD@$83.00 MISD@$40.00 9/1/97-12/31/03 (CCP102.075(a)) FEL@$80.00 A&B MISD@40.00 MISD@$17.00	1100-207-20-000-015-0-000	$ 18,156.08
CRIMINAL JUSTICE FEES (CCP 102.51)	PRIOR 8/31/97 FEL @ $20.00 MISD @ $10.00	1100-207-20-000-003-0-000	$ 63.09
BREATH ALCOHOL TESTING (CCP 102.016)	9/1/91-8/31/97 @$30.00	1100-207-20-000-006-0-000	$ 4.56
COMPREHENSIVE REHABILITATION (CCP 102.81)	9/1/91-8/31/97 @$25.00	1100-207-20-000-008-0-000	$ 78.86
LAW ENFORCE EDUC. FUND(GC 415.082)	PRIOR 8/29/93@ $1.00, 8/30/93-8/31/95 @$1.50 9/1/95-8/31/97@ $3.50	1100-207-20-000-011-0-000	$ 7.05
CRIME STOPPERS (CCP 102.013) @ $2.00	9/1/89-8/31/97 @$2.00	1100-207-20-000-014-0-000	$ 6.31
ABUSED CHILDREN'S COUNSELING (CCP 37.072)		1100-207-20-000-016-0-000	$ -
JUVENILE CRIME & DELIQUENCY(CCP 102.075 (m))	9/1/97-8/31/01 @$0.25, 9/1/01-12/31/03 @$0.50	1100-207-20-000-007-0-000	$ 4.91
FUGITIVE APPREHENSION FUND (CCP 102.19)	9/1/97-12/31/03 @$5.00	1100-207-20-000-009-0-000	$ 55.54
CRIME VIC. COMP. FUND (CCP 56.55)	9/1/85-8/31/93 FEL @$20.00 MISD @$15.00 9/1/93-12/31/03 FEL @$45.00 MISD @$35.00	1100-207-20-000-017-0-000	$ 578.28
JUDICIAL&COURT PERSON. TRAINING (GC 56.001)	9/1/85-8/30/99 @$1.00, 8/31/99-12/31/03 @$2.00	1100-207-20-000-027-0-000	$ 22.49
CORRECTIONAL MGMT INST OF TX (CCP 102.075(n))	9/1/01-12/31/03 @ $0.50	1100-207-20-000-029-0-000	$ 3.99
STATE AGENCY ARREST FEES (CCP 102.011, LGC 133.104)			
DPS: @ $35.00		1100-207-20-000-019-0-000	$ 692.38
TABC: @ $35.00		1100-207-20-000-020-0-000	$ -
P& W: @ $35.00		1100-207-20-000-021-0-000	$ -
DNA TESTING FEE (CCD 102.020,GC 411.1471(a)(1) or (a)(2) $250.00, GC 411.1471(a)(3) $50.00)		1100-207-20-000-030-0-000	$ 1,087.93
JUVENILE PROBATION DIVERSION FUND (FC ART 54.0411) @ $20.00		1100-207-20-000-033-0-000	$ -
JURY SERVICE FUND (SB 1704) @$4.00		1100-207-20-000-053-0-000	$ 511.27
JUDICIAL SUPPORT FEE - **STATE** -(LGC 133.105) @$3.40		1100-207-20-000-054-0-000	$ 613.27
JUDICIAL SUPPORT FEE - **COUNTY** -(LGC 133.105) @$0.60		1100-341-10-090-009-0-000	$ 74.01
STATE TRAFFIC FEE (TRC 542.4031)	AFTER 9/1/03 @$30.00	1100-207-20-000-035-0-000	$ -
NONDISCLOSURE FEE (GC 411.081(d)-(h)) # 6 cases	AFTER 9/1/03 @$28.00	1100-207-20-000-037-0-000	$ 168.00
EXPUNGMENT OF OFFENSES FOR MINORS (CCP 102.006 AND GC103.021)	AFTER 1/1/06@$30.00	1100-341-10-090-010-0-000	$ -
DRUG COURT FEE-COUNTY (CCP 102.0178) AFTER 6/15/07		1100-341-10-090-012-0-000	$ 1,046.27
DRUG COURT FEE-STATE (CCP 102.0178) AFTER 6/15/07		1100-207-20-000-058-0-000	$ 1,046.27
EMS TRAUMA FUND (CCP 102.0185 PC CHAP.49)	AFTER 1/1/04 @$100.00	1100-207-20-000-038-0-000	$ 2,586.04
Indigent Defense Representation Fund (LGC 133.107)	AFTER 1/1/08 @$ 2.00	1100-207-20-000-059-0-000	$ 189.73
COUNTY CHILD ABUSE PREVENTION FUND (CCP 102.0186)	AFTER 1/1/06@$100.00	1234-341-10-090-000-0-000	$ 113.69
MENTAL HEALTH EXPERTS COMPENSATION		1100-360-00-000-000-0-000	$ -
RESTITUTION FEE / **STATE** (CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
RESTITUTION FEE / **COUNTY** (CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
DUE TO GENERAL (95' COMPTROLLER AUDIT)		1100-360-00-000-000-0-000	$ -
TOTAL FEES COLLECTED FOR PAYMENT TO COUNTY TREASURER		1100-227-30-000-019-0-000	$ 409,597.63

TOTAL CASH RECEIVED			$ 403,125.57
LESS:	AMOUNT PAID TO COUNTY TREASURER	$ 409,597.63	
	AMOUNT DUE TO COUNTY TREASURER	$ -	
	AMOUNT OVERPAID TO COUNTY TREASURER	$ -	
	OTHER DISBURSEMNTS	$ 2,661.00	
	TOTAL DISBURSEMENTS		$ 412,258.63
	NET AMOUNT AVILABLE FOR DEPOSIT TO CLERK'S FEE ACCOUNT		$ (9,133.06)

PROOF:

AMOUNT RECEIVED:		$ 1,670.50
AMOUNT LIQ.:		$ (293.00)
PARTIAL PAYMENT:	DISTRICT & FAMILY LAW CASES	$ 65.00
PARTIAL PAYMENT:	OTHER THAN DIVORCE/FAMILY LAW CASES	$ -
PARTIAL PAYMENT:	INDIGENT LEGAL SERVICE FEE	$ -
CRIME STOPPERS (ADULT PROBATION):		$ 73.00
LAW ENFORCEMENT LAB COSTS (DPS):		$ 834.00
MOTHERS AGAINST DRUNK DRIVING		$ 319.17
WOMEN TOGETHER EMERGENCY SHELTER		$ 30.00
ESTRELLA'S HOUSE		$ 30.00
ATTORNEY AD-LITEM		$ 3,550.00
ADULT PROBATION:		$ (15,411.73)
SHORTAGE/OVERAGE		$ -
	NET AMOUNT	$ (9,133.06)

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT
PAGE 3 OF 3
FOR THE MONTH OF MAY 2009

REMITTANCES TO COUNTY TREASURER:

	DATE	CHECK NUMBER	AMOUNT	TREASURER REC #
CIVIL1)	04/14/09	36886	$ 6,063.38	127842
CIVIL2)	05/11/09	36978	$ 6,535.00	128574
CIVIL3)	05/14/09	36993	$ 44,756.90	128743
CIVIL4)	05/26/09	37011	$ 44,603.00	129119
CIVIL5)	06/02/09	37013	$ 11,070.00	129118
CIVIL6)	06/03/09	37028	$ 59,581.24	129179
CIVIL7)		0	$ 45,983.18	0
CIVIL8)	06/03/09	37037	$ 20,615.00	129205
CIVIL9)		0	$ -	0
CRM1)	04/01/09	36863	$ 6,883.25	127745
CRM2)	04/14/09	36887	$ 22,532.83	127843
CRM3)	05/18/09	36998	$ 15,434.00	128837
CRM4)	05/20/09	37000	$ 22,084.25	128847
CRM5)	06/02/09	37012	$ 39,301.91	129121
CRM6)	06/03/09	37031	$ 20,903.69	129176
CRM7)	06/03/09	37029	$ 15,896.00	129177
CRM8)	06/03/09	37030	$ 17,253.00	129178
CRM9)			$ 10,101.00	0
CRM10)			$ -	
TOTAL AMOUNT OF REMITTANCES			**$ 409,597.63**	

PREPARED BY: _____ 6/5/09
BOOKKEEPER DATE

REVIEWED BY: _____ 6/5/09
ACCOUNTANT DATE

THIS REPORT HAS been PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

_____ 6/12/09
INTERNAL AUDIT

_____ 6/12/09
DISTRICT CLERK SIGNATURE DATE

THIS REPORT IS DUE IN THE COUNTY AUDITOR BEFORE THE FIFTH (5) WORKING DAY OF THE FOLLOWING MONTH.

COUNTY AUDITOR'S FORM ARS-DC-002, 01/2006

AI-16041 **5.A.**

Pipeline Permits

CC CONSENT

Date:	06/22/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

North Alamo Water Supply:
1. Install a 6" waterline w/ 12" PVC casing approximately 50' north of Curry Road on the east and west side of 3rd Street - Encore Ranches Subdivision.
2. Install a 1" waterline w/ 2" PVC casing approximately 120' north of Curry Road on the east and west side of 3rd Street - Encore Ranches Subdivision.
3. Install a 1" waterline w/ 2" PVC casing approximately 280' north of Curry Road on the east and west side of 3rd Street - Encore Ranches Subdivision.
4. Install a 1" waterline w/ 2" PVC casing approximately 430' north of Curry Road on the east and west side of 3rd Street - Encore Ranches Subdivision.
5. Install a 1" waterline w/ 2" PVC casing approximately 580' north of Curry Road on the east and west side of 3rd Street - Encore Ranches Subdivision.
6. Install a 1" waterline w/ 2" PVC casing approximately 750' north of Curry Road on the east and west side of 3rd Street - Encore Ranches Subdivision.
7. Install a 1" waterline w/ 2" PVC casing approximately 900' north of Curry Road on the east and west side of 3rd Street - Encore Ranches Subdivision.
8. (Gloria Gallegos) Install a 2" waterline Lot 15, Mile 16 Subdivision located on Mile 16 North NSW of FM 88- 3/4 Service Connection.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:
NO BUDGETARY IMPACT

Attachments

Link: PIPELINE PERMIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/16/2009 03:36 PM	APRV
2	Dale Kennan	Dale Kennan	06/17/2009 03:52 PM	APRV

3	Auditor's Office	06/18/2009 04:55 PM	NEW
Form Started By: Sandra Garcia		Started On: 06/16/2009 03:16 PM	
Final Approval Date: 06/18/2009			

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 23 day of JUNE, 2009 does by these presents GRANT, GIVE AND RELINQUISH TO:

NORTH ALAMO WATER SUPPLY

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 6 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- North Alamo Water Supply: Install a 6" waterline w/ 12" PVC casing approximately 50' north of Curry Road on the east and west side of 3rd Street - Encore Ranches Subdivision.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a WATER line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 23 day of JUNE, 2009 does by these presents GRANT, GIVE AND RELINQUISH TO:

NORTH ALAMO WATER SUPPLY

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 1 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- North Alamo Water Supply: Install a 1" waterline w/ 2" PVC casing approximately 120' north of Curry Road on the east and west side of 3rd Street - Encore Ranches Subdivision.
- North Alamo Water Supply: Install a 1" waterline w/ 2" PVC casing approximately 280' north of Curry Road on the east and west side of 3rd Street - Encore Ranches Subdivision.
- North Alamo Water Supply: Install a 1" waterline w/ 2" PVC casing approximately 430' north of Curry Road on the east and west side of 3rd Street - Encore Ranches Subdivision.
- North Alamo Water Supply: Install a 1" waterline w/ 2" PVC casing approximately 580' north of Curry Road on the east and west side of 3rd Street - Encore Ranches Subdivision.
- North Alamo Water Supply: Install a 1" waterline w/ 2" PVC casing approximately 750' north of Curry Road on the east and west side of 3rd Street - Encore Ranches Subdivision.
- North Alamo Water Supply: Install a 1" waterline w/ 2" PVC casing approximately 900' north of Curry Road on the east and west side of 3rd Street - Encore Ranches Subdivision.

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THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 23 day of JUNE, 2009 does by these presents GRANT, GIVE AND RELINQUISH TO:

NORTH ALAMO WATER SUPPLY

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 2 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

North Alamo Water Supply: (Gloria Gallegos) Install a 2" waterline Lot 15, Mile 16 Subdivision located on Mile 16 North NSW of FM 88- 3/4 Service Connection.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a WATER line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

6. In the event that the Commissioners' Court of Hidalgo County gives the Permittee permission to cut, burrow and bore beneath the said public road or roadway, the Permittee will replace the road in the same condition as it was, which will require a refill of the ditch caused by installation of the pipe, tamping, and a waiting period of approximately sixty (60) days to allow for proper settling and then a replacement of the surface, if required. The Permittee will notify the County Commissioner of the Precinct in which the construction project is located upon the completion of the refill above mentioned and the County Commissioner will make such inspections as he deems necessary at that time, at the expiration of said sixty (60) day period and after resurfacing has been made to determine if the work has been done properly. Permittee will comply with such requirements in replacing said road as the County Commissioner concerned may require.

7. In the event Hidalgo County, Texas, the State Department of Highways and Public Transportation or any other municipality then constructing, reconstructing, maintaining or any other municipality then constructing, reconstructing, maintaining and operating said public road should, in the orderly course of its construction, reconstruct and/or repairing and maintaining of said road, deem it advisable to relocate said pipeline or to have same removed from said right of way entirely, then the Permittee covenants and obligates itself to remove and relocate said pipeline or to remove same entirely from right of way at its own expense, such removal or relocation to be done at the will and pleasure of the County of Hidalgo, Texas, the State Highways and Public Transportation or any other municipality that may be constructing, maintaining and operating said public road, which convenants, obligations and agreements shall be binding on Permittee, its successors and assigns and should Permittee, upon being given fifteen (15) days written notice to remove or relocate said pipelines by and of the aforementioned agencies, then the agency constructing, reconstructing, maintaining and operating said public road may thereupon remove same and be absolved and any responsibility and liability resulting from damage to said pipeline or injuries to Permittee, its successors and assigns as a result of removing same. By the acceptance of this granting of permission to lay, construct and maintain said pipelines, Permittee fully assumes responsibility and obligates itself to perform in its entirely the convenants, obligations and requirements hereinbefore set out.

8. It is understood and agreed that in the event a leak should develop in said pipeline, and upon being notified by the County of Hidalgo, Texas, acting, through any of its authorized agents and representatives, the Permittee will immediately repair and/or replace the injured or damaged section of said pipeline without delay.

9. It is expressly understood and agreed that no representation is made that the County of Hidalgo, Texas is the owner in fee or holder of an easement over and across the public road right of way in question and under consideration, and Permittee shall fully satisfy itself of the right to enter upon said land for the purposes of laying, constructing and maintaining of said pipeline so far as the fee owner thereof is concerned. The County of Hidalgo, Texas shall be by Permittee hold blameless from any damages or injuries occasioned by the entry and acts of Permittee as a result of the construction, maintenance and operation of said pipeline, and Permittee assumes full responsibility and liability for any damages or injuries arising or occasioned therefrom. In the event that legal action is brought against the County of Hidalgo with regard to such entry and acts of Permittee, the Permittee agrees to defend such action at its own cost and agrees to pay all court costs and attorney's fees incident thereto.

10. Permittee, in consideration of the County of Hidalgo, Texas granting and permitting the installation, construction, laying and maintaining the aforedescribed pipeline over, along or across County's public road as hereinbefore before set forth, agrees to defray the expense of a supervisor designated by the Commissioner of the Precinct in which said roads are situated, which said supervisor, acting as the agent of the County, shall have the right, during the construction, laying installation or in maintenance thereof of said pipeline, to assure the County that said work of constructing, laying or maintaining of said line,

including the removal and replacement, is all done in accordance with the provisions of the permit, and failure of Permittee to so perform as provided therein shall constitute grounds, at the election of Permitter, to terminate this contract and agreement instantly.

11. This permit will expire approximately (1) year to the day it was approved through the County Commissioners Court of Hidalgo County, Texas.

WITNESS our hands this the _____ Day of _____, 20_____.

_____
COUNTY JUDGE

_____
COMMISSIONER, PRECINCT NO. 1

_____
COMMISSIONER, PRECINCT NO. 2

_____
COMMISSIONER, PRECINCT NO. 3

_____
COMMISSIONER, PRECINCT NO. 4

_____ of Permittee, _____
(Printed Name of Agent) (Company Name)

_____
(Address / Phone / Fax)

in the aforementioned permit, does hereby accept the granting of same upon the terms, conditions and agreements, covenants and obligations as set forth therein, and agrees that same shall be fully binding upon the Permittee, its successors and assigns.

WITNESS my hand this the _____ Day of _____, 20_____.

BY: _____
Signature

_____
Title

STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared JUAN D. SALINAS, County Judge of Hidalgo County, Texas and SILVIA HANDY, HECTOR PALACIOS, JOE M. FLORES and OSCAR L. GARZA Commissioners of Hidalgo County, Texas known to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2009.

_____
Notary Public, State of Texas

My Commission Expires:

STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared _____, Agent of _____ known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of this said _____ a corporation, and that he executed the same as the act of such corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

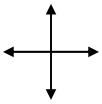
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2009.

_____
Notary Public, State of Texas

My Commission Expires:

SKETCH OF LOCATION

N



(ORIGINALS TO FOLLOW)

AI-16017 **6.A.**

TAX OFFICE REFUNDS
CC CONSENT

Date: 06/22/2009
Submitted By: Hilda Fuentes, TAX OFFICE
Submitted For: Hilda Fuentes
Department: TAX OFFICE
Agenda Category: Tax Refunds

Information

CAPTION

Acct#	Property Owner	Payer	Amt.
N0400.00.002.0009.00	Sylvia Escobar	Countrywide	$8794.04

BACKGROUND

Fiscal Impact

Attachments

Link: Frnt pg
Link: Accts pg
Link: Escobar

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/16/2009 08:16 AM	APRV
2	Perla Lopez	Perla Lopez	06/16/2009 02:51 PM	APRV
3	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Hilda Fuentes — Started On: 06/16/2009 08:07 AM

Final Approval Date: 06/18/2009

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

June 8, 2009

The Honorable J.D Salinas III
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of overpayments or erroneous payments over $ 2500.00 dollars.

I respectfully request that the Commissioner's Court approve the enclosed application for a tax refund based on an adjustment approved by the Hidalgo County Appraisal District Office.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

Very truly yours,

Armando Barrera, Jr. RTA

Abj: mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufracio, CPA

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

ACCOUNT NUMBER	PROPERTY OWNER	PAYER	AMOUNT
1.N0400.00.002.0009.00	SYLVIA ESCOBAR	COUNTRYWIDE	$ 8,794.04

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
SYLVIA ESCOBAR PAID BY: COUNTRYWIDE

Present mailing address *(number and street)*
2915 BOX

City, town or post office, state, ZIP code
ALAMO, TX 78516-2701

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): NELCO LOT 9 & E1/2 LOT 10 BLK 2

Step 2: Describe the property

Address or location of property:

R244726

Account number of property:

N0400.00.002.0009.00

Tax receipt number:

OR 13025622

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	1/9/ / 09	$ 16242.01	$ 8794.04
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 8794.04

Taxpayer's reason for refund *(attach supporting documentation)*: OVERPAYMENT 0900917A

Mortgage Nbrs → R244726- LN #85291263 $913.42 & R507848- LN#22066218 $7880.62

MM

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here Signature Betty Singleton Tax Tech II **Date of application for tax refund** 3-10-09

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: JE 6-1-09

sign here Authorized officer — Date 6/4/09

sign here Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date 5-1-09

5/18

AI-16073 **7.A.**

JPCA Membership Dues

CC CONSENT

Date: 06/22/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Submitted For: Constable Pct. #2
Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Pct. #2:
Requesting approval to pay 2009 membership dues to JPCA of Texas Inc. in the amount of $60.00 for Constable Gilbert Alaniz, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Req. #156892
New membership, not a renewal

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-292-001-0-810
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

$60.00 available balance in Requistion #00156892 as of 06/17/09.
$240.00 available balance in account as of 06/17/09.

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/17/2009 01:55 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/17/2009 04:07 PM	APRV
3	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Angela Garcia Started On: 06/17/2009 12:14 PM

Final Approval Date: 06/18/2009

Requisition #
156892

JPCA of Texas Inc.
Judge Kaye Phillips Secretary/Treasurer
P. O. Box 518
Plainview, Tx 79072
806-291-5201

Membership Application

Last Name: Alaniz **First** Gilbert **MI:** ____ **Title:** Constable

County: Hidalgo **Precinct:** 2 **Place:** ____

Office Address: 523 S Standard

City: San Juan **State:** TX **Zip:** 78589

Office Phone #: (956) 783-4604 **Office Fax #:** (956) 781-3515

Email Address: gilbert.AlanizPct2@yahoo.com **Association District Number:** ____

Judge	$60.00	J. P. Clerk	$35.00		
Constable	$60.00	Individual	$40.00		
Deputy	$35.00	Life Member	$400.00		
Constable Clerk	$35.00	Corporate Vendorship – (See Corporate Package For Complete Details)		Gold -	$2,000.00
				Platinum -	$1,500.00
				Bronze -	$1,000.00

Check if new member ✓

Complete and Mail to: **Judge Kaye Phillips**
JPCA Secretary - Treasurer
P. O. Box 518

11092007

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Gilbert Chato Alaniz, do hereby state that my membership in the J.P.C.A., on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE: [signature] DATE: 6-16-09

TITLE: Constable Pct. 2

Before me Ofelia Ortiz, a Notary Public, appeared Gilbert "Chato" Alaniz and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

OFELIA ORTIZ
Notary Public
State of Texas
My Commission Expires
June 13, 2010
SEAL

[signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

AI-16029 **7.B.**

Membership Dues

CC CONSENT

Date:	06/22/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Submitted For:	Lydia Barrientos
Department:	BUDGET & MANAGEMENT

Information

CAPTION

County Court at Law #3:
1. Requesting approval to reimburse David T. Marroquin the amount of $170.00 for payment of 2009 membership dues to the National Guardianship Association for dues paid from personal funds, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

2. Requesting approval to reimburse David T. Marroquin the amount of $25.00 for payment of 2009 membership dues to the Texas Guardianship Certification Board for dues paid from personal funds, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1243-412-00-023-002-0-810

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

BUDGETARY IMPACT:

Available balance as of 06/16/09: $500.00

Attachments

Link: Guardianship Certification Board

Link: National Guardianship Association

Link: Certificates

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/16/2009 01:16 PM	APRV
2	Sylvia Solis	Sylvia Solis	06/18/2009 11:24 AM	APRV
3	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Angela Garcia — Started On: 06/16/2009 10:12 AM

Final Approval Date: 06/18/2009

Guardianship Certification Board

205 W. 14th Street, Suite 600, Tom C. Clark Bldg, Austin, Texas 78701

$25.00 Application Fee Must accompany this application

Certification Application Form

1. Name	**Marroquin** Last	David First	T. M.I.	Suffix	2. Date of Birth	09/19/1948 mm/dd/yyyy	
3. Provisional Certification	If you are provisionally certified at the time you file this application, check here ☐ and provide continuing education information under question #9.				Provisional Certification Number		
4. Address (both home and work addresses must be provided)	Home	**100 E Kerria** Street	McAllen City	Tx State	78501 Zip	956-687-4274 Phone	
	Work	**100 N. Closner 3rd Floor** Street or P.O. Box	Edinburg City	Tx State	78539 Zip	956-318-2385 Phone	
	dtmarroquin@yahoo.com Email Address		Other Phone (e.g.,cell) 956-432-0448			956-292-7649 FAX	
5. Contact Preference	Mail: ☐ Home XXX Work (if both, or neither, is selected, Board-related mailings will be sent to work address) XXX E-Mail: If this box is selected, Board staff will communicate with you by e-mail, except when notice by U.S. mail is required.						

6. Education

High School	**Mercedes HS** High School Name	Mercedes, Texas High School Location	05/1967 Graduation Date: mm/yyyy				
	Or Equivalency Type		Date: mm/yyyy				
College or University	Name and Location of School	Dates Attended From Mo	From Yr	To Mo	To Yr	Degree	Major
	UT Pan American, Edinburg Tx	08	71	08	74	**BS**	**Criminal Justice**

7. Work Experience (provide at least 10 years of experience. Attach separate sheet if necessary)

Start Date Mo	Start Date Yr	Leave Date Mo	Leave Date Yr	Employer:	Location:
04	05	Current		Hidalgo County Probate Court	100 N. Closner, 3rd Floor, Edinburg, Tx 78539

Describe experience: **Probate Court Investigator and visitor. Visit wards at home and institutions and primary liaison person between the court and state and local agencies and institutions.**

Start Date Mo	Start Date Yr	Leave Date Mo	Leave Date Yr	Employer: Social Security Administration	Location: McAllen, Texas
11	74	05	01		

Describe experience: Interviewed and completed applications for Social Security, Supplemental Security Income benefits and Medicare. Also worked as a supervisor and public relations. Did training for new employees.

Start Date Mo	Start Date Yr	Leave Date Mo	Leave Date Yr	Employer:	Location:

Describe experience:

8. Exams/ Certification

Texas Exam			Center for Guardianship Certification Exam		
Passed? XX Yes ☐ No	Date Taken	Date Expect to Take	Passed? XX Yes ☐ No	Date Taken	Date Expect to Take

	CGC Registered Guardian: CGC Certification Date 05/31/2009 In good standing? XX Yes ☐ No

9. Continuing Education (provide only if you are provisionally certified when you file this application)

If you answered "Yes" to question #3, provide the following information on courses you took during the period you were provisionally certified, and provide verification of attendance for each course. (Attach separate sheet if necessary.)

date of course	sponsor	name and location of course	total hours	ethics hours	legislative update hours

10. Have you ever been adjudged guilty of or entered a plea of no contest in return for a grant of deferred adjudication to any felony or misdemeanor other than juvenile offenses or misdemeanor traffic offenses?

Note: Answer yes even if your plea resulted in a probation or deferred adjudication that was successfully completed and subsequently dismissed.

Driving While Intoxicated is NOT considered a traffic offense and should be reported.

XX No ☐ Yes – Provide a certified copy of the charging instrument, judgment, and disposition, including dates, charges, court, court location, and any other pertinent information.

11. Have you ever been relieved of responsibilities as a guardian by a court, employer, or client for actions involving fraud, moral turpitude, misrepresentation, material omission, misappropriation, theft conversion or breach of fiduciary duty?

XX No ☐ Yes – Provide details on separate sheet.

12. Have you ever been found civilly liable in an action, or settled a claim, involving allegations of fraud, misrepresentation, material omission, misappropriation, moral turpitude, theft, conversion, or breach of fiduciary duty on your part?

XX No ☐ Yes – Provide details on separate sheet.

13. Have you ever been denied certification, or had your certification revoked or suspended in Texas or any other jurisdiction requiring certification, registration or licensure to provide guardianship services?

XX No ☐ Yes – Provide details on separate sheet.

I certify under penalty of perjury that the information provided in this application is true and correct. I have read and understand the Guardianship Certification Board's Rules Governing Guardianship Certification and Minimum Standards for Guardianship Services and agree to comply with the current and subsequent Rules and Minimum Standards. I understand that the fee submitted with this application is non-refundable. I understand that if I am certified, I will have a continuing obligation under Rule X(c) and (d) of the Rules Governing Guardianship Certification to notify the Board if there is a change in circumstances.

(Must be signed before a Notary Public) Signature: _____ Date: 6/4/09

State of TEXAS County of Hidalgo

Subscribed and sworn to before me on June 4, 2009.

_____

Notary Public, State of TEXAS

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

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, David T. Marroquin, do hereby state that my membership in the Texas Guardianship Certification Board on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE: _____ DATE: 6/12/09

TITLE: Probate Court Investigator

Before me Lydia Barrientes, a Notary Public, appeared David T. Marroquin and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

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

(S E A L)

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

Membership Application

National Guardianship Association

174 Crestview Drive, Bellefonte, PA 16823-8516
Toll Free: 877-326-5992 / Email: info@guardianship.org / www.guardianship.org

I AM APPLYING FOR: (see descriptions on reverse)

✓ INDIVIDUAL Membership ___ORGANIZATION Membership ___FAMILY/VOLUNTEER/RETIRED Membership

The membership year runs from January 1 - December 31. Membership dues are payable by January 1 each year.

Please complete the following information as an individual member *OR* as the primary contact for an organization. (Organizations paying for additional memberships should also submit just the information section of this form for each additional person.) If you are applying as a family or volunteer guardians, or as a retired guardian, please complete all the information that seems appropriate.

Name (please print): David T. Marroquin Title Probate Court Investigator

Company/Organization/Agency Name: Hidalgo County Probate Court

Address: 100 N. Closner, 3rd Floor

City: Edinburg State: Texas Zip: 78501

Phone: 956-318-2385 Fax: 956-292-7649 Email: dtmarroquin@yahoo.com

Website: _____ I ✓ am / ___ am not a member of a state guardianship association.

***Notice:** NGA's leadership strongly encourages you to supply your email and fax information so NGA can provide you with increased communication and greater value for your membership dollar. By completing this information you are agreeing to accept electronic notices and news as part of your membership. Providing your email address for use by NGA is not the same as signing up for the Listserv, a member benefit that allows members to communicate with each other. In turn, NGA pledges to respect your privacy and will do its utmost to protect you from unsolicited communications by third parties.*

I AM EMPLOYED IN (check one):

__ For-Profit Business __ Non-Profit Organization __ Government Agency ✓ Court System
__ Retired Guardian __ Not Employed in Guardianship Profession __ Other (_____)

PLEASE DESCRIBE THE TYPE OF SERVICES YOU PROVIDE: (check all that apply)

__ Guardian of Person __ Legal Services __ Representative Payee
__ Guardian of Estate __ Rehabilitation Services __ Day Treatments
__ Guardian of Minor __ Fiduciary __ Judge/Judicial
__ Case Management __ Residential Care ✓ Other (Probate Court Investigator)

SPECIAL INTEREST GROUPS:

NGA plans to develop special communication opportunities for those with similar areas of interest related to guardianship. To help us identify the most prevalent interest areas, please designate your primary interest area from the list below:

__ Legal Issues ✓ Judicial Issues
✓ Health Care Issues ✓ Regulations and Legislative Issues
✓ Advocacy Issues __ Other special interest areas for: _____

DUES PAYMENT: (Note: Our Federal ID # is 36-3591860)

Please allow 7 to 10 business days for your application to be processed following receipt by the NGA Business Office.

✓ $170 - Individual Membership

___$250 - Organization Membership, plus ____ additional members of my organization @ $100 each

(Organizations paying for additional memberships should also submit the information section of this form for each additional person.)

___$ 50 - Family, Volunteer, or Retired Membership

$ 170.00 TOTAL DUES PAYMENT ENCLOSED

TO APPLY BY MAIL: Send application and check/money order payable to NGA
To NGA Business Office, 174 Crestview Drive, Bellefonte, PA 16823

TO APPLY BY FAX: Fax application and credit card information
To NGA Records Office Fax Number: 814-355-2452

Credit Card Information: _____Visa _____MasterCard

Print Name on Card:_____ Account No.:_____

Expiration Date:_____ Signature:_____

4/10/09-sgt

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, David T. Marroquin, do hereby state that my membership in the National Guardianship Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE: _____ DATE: 6/12/08

TITLE: Probate Court Investigator

Before me Lydia Barrientes a Notary Public, appeared David T. Marroquin and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

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

(S E A L)

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

LYDIA BARRIENTES
COURT COORDINATOR
956-318-2365

YOLANDA HERNANDEZ
ASSISTANT COORDINATOR
956-318-2365

OSCAR DE LA CRUZ
BAILIFF / INTERPRETOR
956-318-2388

ROLAND P. QUINTANILLA
COURT REPORTER
956-318-2387

HOMERO GARZA
PROBATE COURT JUDGE
HIDALGO COUNTY
100 NORTH CLOSNER, RM 110
P.O. BOX 58
EDINBURG, TEXAS 78540

FAX TRANSMITTAL SHEET

DATE: June 17, 2009

TO: Sylvia Solis

COMPANY/DEPARTMENT: _____

FAX NUMBER: 292-7035

NUMBER OF PAGES INCLUDING COVER SHEET: _____

FROM: Lydia Barrientes
Probate Court

MESSAGE: _____

06/17/2009 10:56 9563182387 HIDALGDCTYPROBATECRT PAGE 02

CENTER for GUARDIANSHIP CERTIFICATION

Center for Guardianship Certification

David T. Marroquin

has been certified as a National Certified Guardian by the Center for Guardianship Certification

The mission of the Center for Guardianship Certification (CGC) is to promote the guardianship certification program by identifying those individuals who are involved in guardianship issues and who meet levels of knowledge and expertise in guardianship services to be identified to the public as a National Certified Guardian (NCG).

M. Jean Krahn, NMG
Committee Chairperson

Beth Upshaw Mathews, NMG
President

May 31, 2011
Expiration Date

This certificate signifies that the recipient is nationally certified through the Center for Guardianship Certification

TEXAS GUARDIANSHIP CERTIFICATION BOARD

205 WEST 14TH STREET, SUITE 600 • TOM C. CLARK BUILDING • AUSTIN, TEXAS 78701
P. O. BOX 12066 • AUSTIN, TEXAS 78711-2066
512/463-1625 • FAX 512/463-1648

CHAIR
JUDGE GLADYS BURWELL, Galveston
VICE CHAIR
LEAH COHEN, Austin

PROGRAM DIRECTOR
LESLEY MARTIN ONDRECHEN

June 9, 2009

David T. Marroquin
Hidalgo County Probate Court
100 N. Closner, 3rd Floor
Edinburg, Texas 78539

Dear Mr. Marroquin:

On behalf of the Texas Guardianship Certification Board, I am pleased to inform you that you have met the qualifications for certification. You are hereby certified to provide guardianship services in this state.

Certificate Number G-09-0239
Issued June 9, 2009
Expires June 9, 2011

Please remember to include your certificate number on all papers filed with a court (Rule X(e)). In order to avoid a gap in certification and to avoid paying a late fee, you must apply for re-certification at least 90 days before your certificate expires (Rule V (d)). You must meet the continuing education requirements established by the Board (Rule VII(b)), and you must provide certain information to the Board no later than January 31 of each year (Rule X(f) and (g)).

Information, including rules and minimum standards for guardianship services, is available from the Board's website, www.courts.state.tx.us/gcb/gcbhome.asp. If you have any questions or concerns, please contact me.

Sincerely,

Lesley Martin Ondrechen
Director, Guardianship Certification Program

06/17/2009 10:56 9563182387 HIDALGOCTYPRODBATECRT PAGE 03

AI-16101 **8.A.**

Blue Cross Blue Shield Health Insurance Claims
CC CONSENT

Date: 06/22/2009
Submitted By: Flora Vazquez, WORKERS' COMPENSATION
Department: WORKERS' COMPENSATION
Agenda Category: Budget and Management

Information

CAPTION

1. Approval to transfer $ 705,590.35 to Hidalgo County Health Insurance Claims bank account for Blue Cross Blue Shield Health Insurance claims for periods:

05/16-22/2009	$ 199,633.64
05/23-29/2009	$ 215,788.51
06/01-05/2009	$ 290,168.20
TOTAL:	$ 705,590.35

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Fiscal Impact

Attachments

Link: 05-16-2009 to 05-22-2009
Link: 05-23-2009 to 05-29-2009
Link: 06-01-2009 to 06-05-2009
Link: Certification

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/18/2009 01:08 PM	APRV
2	Dale Kennan	Dale Kennan	06/18/2009 02:29 PM	APRV
3	Auditor's Office		06/18/2009 04:55 PM	NEW
Form Started By: Flora Vazquez			Started On: 06/18/2009 11:27 AM	
Final Approval Date: 06/18/2009				



BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **05-16-2009 THRU 05-22-2009**

SECTION	
0001-0011	**HIDALGO COUNTY**
0002-0012	**HEADSTART**
0003-0013	**APPRAISAL DISTRICT**
0004-0014	**COMMUNITY SERVICE**
0005-0015	**DRAINAGE DISTRICT**
9001-9002	**COBRA**
0006-0016	**RETIREE**

TOTALS

$	149,891.21
$	29,486.02
$	5,222.49
$	1,463.35
$	5,434.55
$	1,034.70
$	7,101.32
$	199,633.64



BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **05-23-2009 THRU 05-29-2009**

SECTION		
0001-0011	HIDALGO COUNTY	$ 163,724.72
0002-0012	HEADSTART	$ 28,130.58
0003-0013	APPRAISAL DISTRICT	$ 3,129.24
0004-0014	COMMUNITY SERVICE	$ 4,504.36
0005-0015	DRAINAGE DISTRICT	$ 6,475.94
9001-9002	COBRA	$ 4,437.37
0006-0016	RETIREE	$ 5,386.30
	TOTALS	$ 215,788.51

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **06-01-2009 THRU 06-05-2009**

SECTION			
0001-0011	HIDALGO COUNTY	$	188,209.82
0002-0012	HEADSTART	$	43,595.68
0003-0013	APPRAISAL DISTRICT	$	11,667.05
0004-0014	COMMUNITY SERVICE	$	1,401.13
0005-0015	DRAINAGE DISTRICT	$	36,207.06
9001-9002	COBRA	$	2,044.23
0006-0016	RETIREE	$	7,043.23
	TOTALS	$	290,168.20

HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF: **May 16, 2009 thru June 5, 2009.**

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$ 705,590.35**

1). Hidalgo County
2). Hidalgo County Headstart Program
3). Hidalgo County Community Service Agency
4). Hidalgo County Urban County Program
5). Hidalgo County Drainage District #1
6). Hidalgo County Appraisal District

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 05/16/09 to 06/05/09 is $ 705,590.35.

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of June 22, 2009.

I hereby approve this reimbursement and I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Hidalgo County Community Service Agency, Hidalgo County Urban Program and Hidalgo County Appraisal District.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were received by my department and deposited to the Hidalgo County Treasurer's Office and credited to the corresponding salary account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.

Nora Vazquez — 06/18/2009
Employee Benefits Manager — Date

Budget Officer — Date

Commissioner's Court Approval — Date

AI-16078 **9.A.**

Payment Request of R. Gutierrez Engineering Invoices
CC CONSENT

Date: 06/22/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Purchasing Department

Information

CAPTION

Precinct #2:
Presentation, discussion, consideration, acceptance, and approval of request for payment on the following invoice(s) submitted by R. Gutierrez Engineering Corporation, (C-08-381-09-16) contracted project engineer, subject to Auditor's review and processing procedures completed and authority for County Treasurer to issue payment/check:

INVOICE#	INVOICE DATE	PROJECT	AMOUNT
2698	06/10/2009	McColl Rd II (Dicker-OrangeWood)	$5,266.14
2699	06/10/2009	Red Barn Subdivision	$1,512.39
2700	06/10/2009	Eldora Gardens Subdivision	$ 621.27

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-028-0-731
FUNDS AVAILABLE Y/N?: Y/Pending MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
PO #593650 Funding available in the amount of $44,812.32 as of 06/17/2009 (PO Increase included)

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-605-1-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
PO #619888 Funding available in the amount of $6,000.00 as of 06/17/2009.

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-252-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT

BUDGETARY IMPACT:

PO #613163 Funding available in the amount of $8,000.00 as of 06/17/2009.

Attachments

Link: Invoice #2698 McColl Rd

Link: PO Increase McColl Rd

Link: Invoice #2699 Red Barn

Link: Invoice #2700 Eldora Gardens

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/18/2009 07:40 AM	APRV
2	Budget & Management	Veronica Lopez	06/18/2009 07:45 AM	APRV
3	Roland Garcia	Rolando Garcia	06/18/2009 02:31 PM	APRV
4	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Yolanda Cisneros Started On: 06/17/2009 02:03 PM

Final Approval Date: 06/18/2009

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2698
Wednesday, June 10, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG06.019c McColl Road II (Dicker - Orangewood) Const. Staking

Project Manager: Luis Nava
Professional Services for the Period: 04/01/2009 to 05/31/2009

Billing Group: 01 *Phased Fixed Fee*

Construction Staking (Dicker to Orangewood)

Contract #: *C-06-251-08-15 (WA#3)(PO#593650)*

Billing Fee: $5,266.14

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
April 2009	2,397.32	100.00	2,397.32	0.00	2,397.32
May 2009	2,868.82	100.00	2,868.82	0.00	2,868.82
		Total Phases:			***$5,266.14***

INVOICE RECEIVED BY:
Esmeralda Molina ON 6·11·09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 6·10·09

Phase Billing Totals: ***$5,266.14***

Billing Group Subtotal: 5,266.14

Project Totals:

****** Total Project Invoice Amount:*** ***$5,266.14***

Ramiro Gutierrez
President

593650
9-1202-431-00-122-028-0-731
Req. #120591

R. Gutierrez
Engineering Corporation

McColl Road II

Construction Staking Hourly Charges

DATE	HOURS WORKED BY DATE										
Employee Name:	**D. Cantu**	**M. Lopez**	**D. Vasquez**	**E. Rodriguez**	**M. Huitron**	**R. Garza**	**H. Flores**	**J. Uribe, Sr.**	**L. Nava**	**R. Gutierrez**	**Total Due for Month**
1-Apr-2009											
2-Apr-2009											
3-Apr-2009											
4-Apr-2009											
5-Apr-2009											
6-Apr-2009											
7-Apr-2009											
8-Apr-2009											
9-Apr-2009											
10-Apr-2009											
11-Apr-2009											
12-Apr-2009											
13-Apr-2009											
14-Apr-2009							2.5			1.0	
15-Apr-2009											
16-Apr-2009			4.0	4.0			2.5			2.0	
17-Apr-2009											
18-Apr-2009											
19-Apr-2009											
20-Apr-2009											
21-Apr-2009											
22-Apr-2009											
23-Apr-2009											
24-Apr-2009											
25-Apr-2009											
26-Apr-2009											
27-Apr-2009											
28-Apr-2009	8.0	8.0									
29-Apr-2009			3.0	3.0			2.0			1.0	
30-Apr-2009			3.5	3.5							
Total Hours Worked:	8.0	8.0	10.5	10.5	0.0	0.0	7.0	0.0	0.0	4.0	
Hourly Salary:	$9.94	$14.00	$9.94	$14.00	$25.98	$23.71	$17.00	$21.15	$44.24	$89.42	
Overhead Multiplier:	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37	
Monthly Salary Paid:	$188.46	$265.44	$247.36	$348.39	$0.00	$0.00	$282.03	$0.00	$0.00	$847.70	
Fee Earned (Salary+10%):	$207.31	$291.98	$272.09	$383.23	$0.00	$0.00	$310.23	$0.00	$0.00	$932.47	$2,397.32

R. Gutierrez
Engineering Corporation

McColl Road II

Construction Staking Hourly Charges

DATE	HOURS WORKED BY DATE										
Employee Name:	D. Cantu	M. Lopez	D. Vasquez	E. Rodriguez	M. Huitron	R. Garza	H. Flores	J. Uribe, Sr.	L. Nava	R. Gutierrez	Total Due for Month
1-May-2009											
2-May-2009											
3-May-2009											
4-May-2009											
5-May-2009			2.0	2.0			2.0				
6-May-2009			7.0	7.0			4.0			1.0	
7-May-2009	1.5	1.5	10.0	10.0						1.0	
8-May-2009			8.0	8.0						1.0	
9-May-2009											
10-May-2009											
11-May-2009											
12-May-2009			2.0	2.0							
13-May-2009											
14-May-2009											
15-May-2009											
16-May-2009											
17-May-2009											
18-May-2009											
19-May-2009											
20-May-2009											
21-May-2009											
22-May-2009											
23-May-2009											
24-May-2009											
25-May-2009											
26-May-2009											
27-May-2009											
28-May-2009											
29-May-2009											
30-May-2009											
31-May-2009											
Total Hours Worked:	1.5	1.5	29.0	29.0	0.0	0.0	6.0	0.0	0.0	3.0	
Hourly Salary:	$9.94	$14.00	$9.94	$14.00	$25.98	$23.71	$17.00	$21.15	$44.24	$89.42	
Overhead Multiplier:	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37	
Monthly Salary Paid:	$35.34	$49.77	$683.18	$962.22	$0.00	$0.00	$241.74	$0.00	$0.00	$635.78	
Fee Earned (Salary+10%):	$38.87	$54.75	$751.49	$1,058.44	$0.00	$0.00	$265.91	$0.00	$0.00	$699.35	$2,868.82

R. Gutierrez Engineering Corporation

June 11, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: McColl Road II (Dicker to Orangewood) Construction Staking – Invoice ENG06.019c

Dear Commissioner Palacios:

I am submitting an invoice for the construction administration and staking for the above referenced project. This project is billed on an hourly basis per employee. I am providing a breakdown of the hours worked for the months of April and May 2009.

If you have any questions, please call Ramiro or myself at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation — Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: McColl Road II Construction Staking
PROJECT NO.: ENG06.019c
DATE: June 11, 2009

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	X OTHER: INVOICE
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	06/10/2009	Invoice No. 2698 w/ backup
1	06/11/2009	Cover Letter

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	X FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

RECEIVED
JUN 11 2009

Copy Distribution: file

Received by:

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgutierrezengineering.com

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Precinct #2
Contact Name: Yoli Cisneros
Telephone # (956) 787-1891

Purchase Order Number: 593650
Increase # 06 for this Purchase Order
Procurement Method:

- ☐ Contract # C-06-251-08-15
- ☐ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ☐ Quotes over $1,000.00 (verbal quotes)
- ☐ Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: 234443
Vendor Name: R. Gutierrez Engineering Corp
Address: 130 E. Park Avenue
Pharr, Texas 78577

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		$ 40,000.00
1	Each	CONSTRUCTION STAKING **AFTER APPROVAL PLEASE SEND TO AUITORS' OFFICE TO THE ATTENTION OF LUPITA GARZA** **THANK YOU!**	$15,000.00	$15,000.00
		Amount of Increase Request		$15,000.00
		TOTAL AMOUNT		***$125,000.00***

Account Number: ***9-1202-431-00-122-028-0-731***

Reason: This is to cover the basic contract and additional services for the McColl Road II Project.
CONSTRUCTION STAKING
ON GOING PROJECT

Authorization: _____ 06/17/2009
Department Head — Date

Reviewed by: _____ _____
Purchasing Department — Date

Approved By: _____ _____
Purchasing Agent — Date

Approved By: _____ _____
Hidalgo County Auditor — Date

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2699
Wednesday, June 10, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG08.024g Red Barn Subdivision
Construction Administration and Staking

Project Manager: Luis Nava
Professional Services for the Period: 05/01/2009 to 05/31/2009

Billing Group: 01 *Phased Fixed Fee*

Construction Administration and Staking

Contract #: *C-08-381-09-16(WA#7)(PO#619888)*

Billing Fee: $5,993.91

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
March 2009	2,855.63	100.00	2,855.63	2,855.63	0.00
April 2009	1,625.89	100.00	1,625.89	1,625.89	0.00
May 2009	1,512.39	100.00	1,512.39	0.00	1,512.39
			Total Phases:		***$1,512.39***

INVOICE RECEIVED BY:
Esmeralda Molina ON 6-11-09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 6-10-09

Phase Billing Totals: ***$1,512.39***

Billing Group Subtotal: 1,512.39

Project Totals:

*** ***Total Project Invoice Amount:*** ***$1,512.39***

Ramiro Gutierrez
President

619888
9-1202-431-00-122-605-4-841
Req. #151798

ENG08.024g

Red Barn Subdivision
Construction Staking Hourly Charges

May 2009

Breakdown by Position/Title

Position/Title	Total Hours Worked	Contract Hourly Rate	Overhead Multiplier	Monthly Salary Paid	Fee Earned (Salary + 10%)
Principal	0.0	$ 282.92	1.0000	$ -	$ -
Project Manager	0.0	$ 202.09	1.0000	$ -	$ -
Senior Engineer	0.0	$ 145.50	1.0000	$ -	$ -
Engineer/RPLS	0.0	$ 113.17	1.0000	$ -	$ -
Graduate Engineer	0.0	$ 97.00	1.0000	$ -	$ -
Senior Engineering Tech	0.0	$ 84.08	1.0000	$ -	$ -
CADD-Design Technician	2.0	$ 67.26	1.0000	$ 134.52	$ 147.97
Clerical	0.0	$ 61.44	1.0000	$ -	$ -
Survey Crew	9.0	$ 137.82	1.0000	$ 1,240.38	$ 1,364.42
				Total Due for the Month	**$ 1,512.39**

R. Gutierrez Engineering Corporation

June 11, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Red Barn Subdivision Construction Staking – Invoice
ENG08.024g

Dear Commissioner Palacios:

I am submitting an invoice for the construction staking for the above referenced project. This project is billed on an hourly basis per position/title. I am providing a breakdown of the hours worked for the month of May 2009.

If you have any questions, please call Ramiro or myself at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation — Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: Red Barn Subd Const. Staking
PROJECT NO.: ENG08.024g
DATE: June 11, 2009

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS ___ PLANS ___ SHOP DRAWINGS ___ CD
___ CHANGE ORDER ___ SAMPLES ___ PAYMENT REQUEST X OTHER: INVOICE
___ BID TABULATION ___ CONTRACT DOCUMENTS ___ RECORD DRAWINGS ___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	06/10/2009	Invoice No. 2699 w/ breakdown
1	06/11/2009	Cover Letter

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE ___ APPROVED AS NOTED ___ FOR YOUR RECORDS
___ FOR APPROVAL ___ APPROVED AS SUBMITTED ___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE ___ RETURN FOR CORRECTIONS ___ RESUBMIT FOR APPORVAL
___ AS REQUESTED X FOR FURTHER PROCESSING ___ ON LOAN
___ FOR REVIEW AND COMMENT ___ FOR SIGNATURE ___ OTHER

COMMENTS:

RECEIVED
JUN 11 2009

Copy Distribution: file

Received by:

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2700
Wednesday, June 10, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG08.024e Eldora Gardens Subdivision
Construction Administration and Staking

Project Manager: Luis Nava
Professional Services for the Period: 05/01/2009 to 05/31/2009

Billing Group: 01 Phased Fixed Fee

Construction Administration and Staking

Contract #: *C-08-381-09-16(WA#5)(PO#613163)*

Billing Fee: $7,985.93

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
January 2009	151.60	100.00	151.60	151.60	0.00
March 2009	3,623.86	100.00	3,623.86	3,623.86	0.00
April 2009	3,589.20	100.00	3,589.20	3,589.20	0.00
May 2009	621.27	100.00	621.27	0.00	621.27
			Total Phases:		***$621.27***

INVOICE RECEIVED BY:
Esmeralda Molina ON 6.11.09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 6.10.09

Phase Billing Totals: ***$621.27***

Billing Group Subtotal: 621.27

Project Totals:

*** ***Total Project Invoice Amount:*** ***$621.27***

Ramiro Gutierrez
President

613163
9-1202-431-00-122-252-0-841
Req. #143866

ENG08.024e

Eldora Gardens Subdivision
Construction Staking Hourly Charges

May 2009

Breakdown by Position/Title

Position/Title	Total Hours Worked	Contract Hourly Rate	Overhead Multiplier	Monthly Salary Paid	Fee Earned (Salary + 10%)
Principal	0.0	$ 282.92	1.0000	$ -	$ -
Project Manager	0.0	$ 202.09	1.0000	$ -	$ -
Senior Engineer	0.0	$ 145.50	1.0000	$ -	$ -
Engineer/RPLS	0.0	$ 113.17	1.0000	$ -	$ -
Graduate Engineer	0.0	$ 97.00	1.0000	$ -	$ -
Senior Engineering Tech	0.0	$ 84.08	1.0000	$ -	$ -
CADD-Design Technician	2.25	$ 67.26	1.0000	$ 151.34	$ 166.47
Clerical	0.0	$ 61.44	1.0000	$ -	$ -
Survey Crew	3.0	$ 137.82	1.0000	$ 413.46	$ 454.81
				Total Due for the Month	**$ 621.27**

R. Gutierrez Engineering Corporation

June 11, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Eldora Gardens Subdivision Construction Staking – Invoice
ENG08.024e

Dear Commissioner Palacios:

I am submitting an invoice for the construction staking for the above referenced project. This project is billed on an hourly basis per position/title. I am providing a breakdown of the hours worked for the month of May 2009.

If you have any questions, please call Ramiro or myself at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation — Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: Eldora Gardens Subd Const. Staking
PROJECT NO.: ENG08.024e
DATE: June 11, 2009

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___ AS REQUESTED X FOR FURTHER PROCESSING ___ ON LOAN
___ FOR REVIEW AND COMMENT ___ FOR SIGNATURE ___ OTHER

COMMENTS:

RECEIVED
JUN 11 2009

Copy Distribution: file

Received by:

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgutierrezengineering.com

AI-15926 **9.B.**

Request for Home Depot Commercial Account
CC CONSENT

Date:	06/22/2009
Submitted By:	Ovidio Gonzalez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Presentation for discussion, consideration and approval of Home Depot Commercial Account request form(s) submitted by Elected Officials/Department Heads/Agency and/or Program Directors:
1. Buildings and Grounds

BACKGROUND

Please see attached documents.

Fiscal Impact

FISCAL YEAR: ACCT. #: 9-1100-419-40-220-00X-0-XXX

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

BUDGETARY IMPACT:

Purchases will be done on an "as needed basis". Funding will need to be verified at time of requisition. Please see attached 2009 Expense Report for Buildings and Grounds for the available balances as of 6/17/09.

Attachments

Link: BG Home Depot 6.15.09

Link: AI14857 Commercial Account Policy

Link: 2009 B&G Exp Rpt as of 6-17-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/16/2009 03:00 PM	APRV
2	Budget & Management	Veronica Lopez	06/16/2009 03:28 PM	APRV
3	Dale Kennan	Dale Kennan	06/17/2009 02:10 PM	APRV
4	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Ovidio Gonzalez Started On: 06/09/2009 03:24 PM

Final Approval Date: 06/18/2009

COMMERCIAL ACCOUNT REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a commercial account for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

Department:	BUILDINGS & GROUNDS
Commercial Acct Requested:	HOME DEPOT
Billing Address:	P.O.BOX 1356 EDINBURG,TX 78539
Number of Cards (if applicable)	
Commercial Acct Manager:	ALMA R. YBARRA This person can not have use of the account
	ALMA.YBARRA @CO.HIDALGO.TX.US
Phone Number:	**County Email:**
Hidalgo Co Acct Number:	9-1100-419-40-220-001-0-
Requested By:	DANIEL FLORES

Sign & Print Elected Official Supervisor/Director

On behalf of my department, I hereby request the commercial account for the following department. I understand that the account is to be used for the purpose of obtaining county related items for the designated Hidalgo County department for which the account is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Commercial Account Administrator: _____

Account Received by Dept on: _____ Date Returned/Cancelled: _____

Account Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

RECEIVED
04 2009
10:15AM

User Name	DOB	User ID *(6 digits)*	*DBM Use Only* License Verification	*Purchasing Dept. Use Only* Training Date & Signed Commercial Acct Policy
ADAME,JAVIER	04-01-49	099562		
CASTILLO,JOSE	04-04-62	058823		
CASTRO,RAMIRO	05-01-59	064823		
CHAVARRIA,JOSE	08-22-75	167037		

USER NAME	DOB	USE ID
FLORES, DANIEL	07-03-60	101788
GALLARDO, SEVERIANO	11-20-59	166138
GARATE, RAMON	01-24-51	052434
GARCIA, MANUEL	06-17-54	089532
GARZA, HOMER	06-30-60	158798
GARZA, SEFERINO	02-22-63	144584
GUERRA, DANIEL	03-27-67	089567
HARALSON, JOHN	01-05-56	167762
HERRERA, PABLO	11-15-62	167991
LUNA, MARTIN	01-11-50	103209
MARTINEZ, DAVID	04-27-68	058092
MONTES, MARIO	09-28-52	085413
PALACIOS, JAVIER	04-29-59	139165
RAZO, JUAN	12-13-56	157767
RODRIGUEZ, FERNANDO	05-01-70	024961
RUBIO, SILVESTRE	11-27-61	149071
SALINAS, ROGELIO	04-13-47	137995
VILLALPANDO, DOMINGO	07-12-57	052639
CRUZ, MIKE	06-02-66	095117
DE LA CRUZ, ENRIQUE	01-24-43	046054
ESPINOZA, RAMIRO	06-06-61	173355
ESQUIVEL, PAUL	12-13-65	148296

AI-14857 **22.A.5.**

Commercial Account Policy
CC REGULAR

Date: 04/07/2009
Submitted By: Ovidio Gonzalez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Discussion, consideration and action in connection with adopting and approving the proposed draft of the Hidalgo County Commercial Account use Policy, Guidelines and Procedures.

BACKGROUND

Please see attached Commercial Account Policy.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/02/2009 01:43 PM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 01:48 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/02/2009 02:02 PM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Ovidio Gonzalez Started On: 04/01/2009 03:03 PM
Final Approval Date: 04/03/2009

HIDALGO COUNTY, TEXAS ADMINISTRATIVE POLICY MANUAL	Procedure: C.1 Page: *i* Date Authorized: 03/31/2009 Supersedes:

DRAFT FOR DISCUSSION PURPOSES ONLY

COMMERCIAL ACCOUNT USE POLICY, GUIDELINES, AND PROCEDURES
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DRAFT FOR DISCUSSION PURPOSES ONLY

COMMERCIAL ACCOUNT USE POLICY, GUIDELINES, AND PROCEDURES

1.00 REFERENCE

Form C.1.1 Commercial Account Request Form
Form C.1.2 Commercial Account Purchases Log
Form C.1.3 Commercial Account Cardholder/Card User Acknowledgement
Form C.1.4 Commercial Account Manager Acknowledgment
Form C.1.5 Dispute Form

All forms are located on the "County Policies and Forms" page on the County's intranet.

2.00 BACKGROUND

Hidalgo County's Commercial Account Program (the "Program") has been established to provide a convenient, efficient means to purchase commodities from vendors and to reduce costs associated with the purchasing process. The "Program" is designed to empower employees to purchase items needed for official County business and is an enhancement to the purchasing process and a delegation of the purchasing authority. The use of a Commercial Account is a privilege that is granted to selected employees by Commissioners' Court. Certain responsibilities are associated with this privilege.

On March 31, 2009, the Hidalgo County Commissioners' Court approved the Commercial Account Use Policy, Guidelines, and Procedures. The commercial account use policies, procedures, and guidelines set forth below are applicable to Hidalgo County Public Officials (Elected Officials, Appointed Officials, and Department Heads) and employees.

The purpose of this policy is to provide rules, guidance, and procedures for the use of commercial accounts. Public Officials may enact a more restrictive policy regarding usage of commercial accounts for their respective Office/Department.

Hidalgo County's Purchasing Agent, as the Commercial Account Administrator, is responsible for the countywide management of the commercial account program and ensures that departments follow all State and County laws, policies, guidelines, and procedures relating to the purchasing function. Each Public Official and Commercial Account Manager is responsible for the management of the commercial account in his department.

3.00 DEFINITIONS

"Billing period" means the monthly cycle during which transactions are posted. This cycle might not coincide with an actual calendar month.

"Central Commercial Account Statement" means the County's consolidated billing statement that lists all cardholder/card user transactions.

"Commercial Account Administrator" is the Purchasing Agent who administers the countywide Commercial Account Program and serves as the liaison between the Commercial Account Manager,

authorized users and the Commercial Account Issuer. The Commercial Account Administrator will coordinate the acquisition and distribution of all commercial accounts.

"Commercial Account Cardholder" means an employee authorized by Commissioners' Court to make purchases for official county business with a commercial account.

"Commercial Account Card User" means an employee who has been authorized to use a Commercial Account Group Card.

"Commercial Account Issuer" is the company that issues the commercial account and sends out the commercial account monthly billing statements.

"Commercial Account Group Card" means a card issued to a department as opposed to an individual. The Commercial Account Group Card may only be utilized by authorized Commercial Account Card Users with a valid county issued identification card.

"Commercial Account Manager" is an Hidalgo County employee that coordinates the Commercial Account Program for a department.

"Commercial Account Billing Statement" means the monthly statement for a Cardholder or Group Card that lists all transactions made during the billing period.

"Commercial Account" means a credit card issued by a Commercial Account Issuer.

"Disputed Item" means a transaction appearing on the commercial account statement that the Commercial Account Cardholder or Card User did not authorize.

"Reconciliation" means the process of verifying, approving and settling transactions.

"Transaction" means a purchase or charge to an account.

"Transaction Limit" means:

a. "Single Transaction Limit" - the maximum amount of a single transaction.
b. "Monthly Transaction Limit" - the maximum amount of all transactions during the billing period.

4.00 POLICIES, GUIDELINES, AND PROCEDURES

4.01 COMMERCIAL ACCOUNT ADMINISTRATION

1. **Commercial Account Administrator:** The Commercial Account Administrator shall be assigned responsibility for administering the countywide Commercial Account Program. The Purchasing Agent shall serve as the Commercial Account Administrator. Duties may be assigned to a designee, however ultimate responsibility for the administration of the Program remains with the Purchasing Agent. The Commercial Account Administrator's responsibilities include the following:

A. Informs commercial account issuers about commercial account policy requirements that need to be met by the commercial account issuer (i.e. requiring commercial account cardholders/card users to present purchase order and identification at time of purchase, appearance of commercial account card etc.)
B. Reviews requests for commercial accounts from Public Officials and Commercial Account Managers and requests approval for the issuance of commercial accounts from Commissioners' Court;
C. Maintains master list of all commercial accounts, Commercial Account Managers, Commercial Account Cardholders and Card Users.
D. Receives commercial account cards from the Commercial Account Issuer and issues commercial account cards to Commercial Account Managers;
E. Provides training to Commercial Account Managers, Commercial Account Cardholders and Card Users regarding the proper use of the commercial account in accordance with this policy;
F. Assists the Commercial Account Managers and/or Commercial Account Cardholders and Card Users with settling commercial account disputes;
G. Ensures compliance with the policy by reviewing purchases monthly on a sample basis;
H. Monitors the Commercial Account for late fees or finance charges;
I. Reviews the Commercial Account Policy, Guidelines, and Procedures at least annually and presents recommendations for improvement to Commissioners' Court for approval; and
J. Is responsible for other duties as outlined by this policy.

2. **Commercial Account Manager:** Public Officials shall assign the responsibility for administering the Commercial Account Program for their respective office/department to a Commercial Account Manager. Responsibilities of the Commercial Account Manager include the following:

A. Receives training upon designation as a Commercial Account Manager and annually thereon regarding administration of the Commercial Account Program and responsibilities from the Commercial Account Administrator;
B. Maintains abreast of the Commercial Account Use and Hidalgo County Purchasing policies, guidelines, and procedures;
C. Submits requests for commercial account cards to the Commercial Account Administrator;
D. Distributes commercial account cards to Commercial Account Cardholders and Card Users;
E. Documents on a commercial account release/return log the date the commercial account card was released/returned by Commercial Account Cardholders and Card Users and the name of the Commercial Account Cardholders and Card Users;
F. Reviews commercial account purchases in detail on a monthly basis to ensure that purchases are appropriate and made in accordance with this policy;
G. Identifies, documents, and reports authorized user's violations to the Commercial Account Administrator and County Auditor.
H. Reviews commercial account billing statements and recommends approval of payment to the Public Official;

I. Ensures commercial accounts cards are stored in a secure location while not in use; and
J. Is responsible for other duties as outlined by this policy.

3. **Commercial Account Cardholder and Card User:** Commercial Account Cardholders and Card Users are those individuals authorized by Commissioners' Court to make purchases with a commercial account in accordance with this policy. Commercial Account Cardholders and Card Users responsibilities include the following:

   A. Maintains abreast of the Commercial Account Use and Hidalgo County Purchasing policies, guidelines, and procedures;
   B. Obtains and safeguards original itemized receipts for all commercial account purchases;
   C. Documents commercial account purchases on ***Form C.1.2 Commercial Account Purchases Log;***
   D. Makes and certifies all commercial account purchases were for official county business;
   E. Ensures commercial accounts are secured safely while in their possession;
   F. Notifies the Commercial Account Manager promptly of any improper use of the commercial account; and
   G. Is responsible for other duties as outlined by this policy.

4. **Commercial Account Issuer:** The Commercial Account Issuer is responsible for issuing commercial account cards, investigating and settling reported disputes, and sending out monthly commercial account billing statements. The Commercial Account Issuer is also responsible for ensuring that a valid purchase order and identification card is presented by each authorized user at the time a purchase is made.

4.02 GENERAL PROVISIONS

1. **Commercial Account to be Used for Official County Business Only**
   A. The Commercial Account is only to be used by authorized employees for authorized official County business transactions made in accordance with this Policy.
   B. Authorized employees shall not lend the commercial account to anyone else.
   C. Any unusual activity or charge from an outside source that occurs on a commercial account must be immediately reported to the Commercial Account Issuer, Commercial Account Administrator, and Commercial Account Manager for immediate resolution.

2. **Commercial Account Unallowable Uses**

   Examples of unauthorized use include, but are not limited to:
   A. Personal purchases of any kind
   B. Cash advances through banks or ATMS, cash refunds, gift Cards/gift Certificates, cashier's checks, or other equivalents of cash
   C. Interdepartmental charges
   D. Contracted services or 1099 reportable vendors
   E. Purchases for the construction of capital assets (i.e. land, new and existing buildings)
   F. Purchases of capital equipment
   G. Purchases of weapons (regardless of cost) and ammunition

H. Purchases of alcoholic beverages
I. Purchases of food/meals
J. Purchases of decorations (e.g. flowers, holiday related decorations, etc.)
K. Purchases of computer hardware and/or software
L. Purchase of materials/services from any member of the authorized user's immediate family
M. Purchases that violate established contractual agreements and/or county policies

3. Commercial Account Purchases Subject to Purchasing Laws and Policies

The Commercial Account does not replace requirements to comply with existing State or County laws, policies, guidelines, and procedures relating to the purchasing function. It is designed to be an enhancement to the purchasing and payment processes.

4. Sufficient Funds

Sufficient funds must be available in the adopted budget before any expenditure with a commercial account is made.

5. Authorized Users

A. Only full-time employees authorized by Commissioners' Court as a Commercial Account Cardholder or Card User shall have access and use to a commercial Account. Requests for commercial accounts must be presented by the Commercial Account Administrator to Commissioners' Court for approval (see Section 4.04).
B. If a Cardholder's name appears on the card, only that person is authorized to use that card. It is not permitted to allow anyone other than the Cardholder to use a card to make purchases.
C. A Group Card may be used by employees authorized by Commissioners' Court in the designated department. Only those individuals with a valid County identification card shall be permitted to use Group Cards.
D. The Commercial Account Administrator, and Commercial Account Managers shall not be authorized to make purchases utilizing a commercial account and may not be issued a commercial account. These individuals are responsible for managing the Commercial Account Program.

6. Training

A. The Commercial Account Administrator must provide face-to-face training to Commercial Account Managers regarding their responsibilities as Commercial Account Managers.
B. The Commercial Account Administrator must provide face-to-face training to Commercial Account Cardholders and Card Users regarding the Commercial Account Use Policy, Guidelines, and Procedures and the Hidalgo County Purchasing Policies and Procedures before a commercial account card is issued. Commercial account cards shall not be released until the training is provided.
C. The Commercial Account Administrator shall provide the training on a yearly basis to existing Commercial Account Cardholders, Commercial Account Card Users, and Commercial Account Managers. The Commercial Account shall maintain evidence of the training in the form of a sign-in sheet.

DRAFT FOR DISCUSSION PURPOSES ONLY

7. **Merchant Codes, Credit Limits, Single and Monthly Transaction Limits**
   A. Each commercial account shall have pre-established merchant codes, credit limits, and limit on daily and monthly # of transactions. The Commercial Account Administrator is responsible for ensuring these codes and limits are established and maintained.
   B. Commissioners' Court will set the single transaction limit and monthly transaction limit. In no case will either limit exceed the approved monthly maximum credit limit.
   C. The monthly maximum credit limit on any single Commercial Account may not exceed $3,000 (see exception below).
   D. Requests for increases (credit limits, and limit on daily and monthly # of transactions) with proper justification shall be submitted to the Commercial Account Administrator in writing for review. The Commercial Account Administrator shall obtain approval from Commissioners' Court before increasing limits to the commercial account.
   E. The Commercial Account Administrator shall review commercial account activity and recommend changes to the established limits based on account use to Commissioners' Court.
   F. Commercial Account Cardholders and Card Users are specifically prohibited from splitting transactions into multiple charges to circumvent transaction limits.
   G. The monthly transaction limit is a function of the billing cycle of the Commercial Account and is not necessarily the same as a calendar month. If a card is "maxed out" new credit will become available only in the normal processing cycle in which the monthly bill is received, reconciled, approved, audited, and paid.

8. **Appearance of Card**
   A. The commercial account, when possible, should be a unique color to reduce the risk of being accidentally used as a personal credit card.
   B. All issued commercial accounts will have the "Hidalgo County" embossed on the second line of the card. The first line will reflect the cardholder's name or the group card (department) name.
   C. The Commercial Account Administrator shall write "Ask for County ID" on the back of all commercial accounts.

9. **Lost or Theft of Commercial Account**
   A. Commercial Account Cardholders or Card Users shall immediately report loss or theft of the commercial account to the Commercial Account Issuer, Commercial Account Manager and their supervisor. A request should be made to cancel/deactivate the commercial account card. Prompt action will reduce the liability for fraudulent charges.
   B. The Commercial Account Manager shall immediately confirm the phone call made by the Commercial Account Cardholder and/or Card Users by written notification to the Commercial Account Issuer via mail or fax, with copies to the Commercial Account Administrator. The date of the phone report of the lost or stolen card should be included in the written notification.
   C. The Commercial Account Administrator shall maintain the written notification for a minimum of 4 years in accordance with the Texas State Library and Archives Commission records retention schedule.

D. The Commercial Account Administrator will promptly make a request for a new commercial account card from the Commercial Account Issuer.

E. If the lost or stolen commercial account card is subsequently found, the commercial account card shall be immediately returned to the Commercial Account Administrator for destruction.

10. Important Numbers

Questions regarding the Commercial Account Use and or Purchasing Policy, Guidelines, and Procedures can be directed to the Commercial Account Administrator at 318-2626 ext. 4879.

4.03 REBATES AND/OR NON-MONETARY AWARDS OR PRIZES

1. Authorized users should take advantage of rebates when offered by vendors. Rebates must benefit Hidalgo County, never the individual authorized user.
2. Commercial Account Managers shall submit all rebates to the Hidalgo County Treasurer's Office for deposit to the general ledger account number from which the original expenditure was made. Rebates should be deposited immediately but no later than the 7th work day from the date the rebates were received.
3. If a vendor and/or Commercial Account Issuer send a check to the individual Commercial Account Cardholder or Card User, the check should be endorsed by the individual and provided to the Commercial Account Manager for submittal to the County Treasurer's Office and deposit to the applicable general ledger account number.
4. If the vendor and/or Commercial Account Issuer send the individual Commercial Account Cardholder or Card User a rebate coupon to be applied to future purchases, the rebate should be applied only to purchases for the benefit of the department making the original purchase.
5. Use of coupons, rebates or rewards programs that offer free items or promotional items for the benefit of the Commercial Account Cardholder or Card User are not allowed (e.g. An Office Supply vendor rewards program that allows a customer to earn free items based on accumulated points/dollars spent).

4.04 OBTAINING A COMMERCIAL ACCOUNT CARD

1. Upon approval of the Public Official, the Commercial Account Manager shall submit requests for a commercial account to the Commercial Account Administrator using ***Form C.1.1 Commercial Account Request Form***. If the Department is overseen by the County Executive Officer, the form shall be submitted to the County Executive Officer for approval prior to submittal to the Commercial Accounts Administrator.
2. Each commercial account shall have pre-established merchant codes, credit limits, and limit on daily and monthly # of transactions. Requests for changes to these limits shall be submitted for review to the Commercial Account Administrator. If the Department is overseen by the County Executive Officer, the form shall be submitted to the County Executive Officer for approval prior to submittal to the Commercial Accounts Administrator.

3. The Commercial Account Administrator shall review ***Form C.1.1 Commercial Account Request Form*** for proper completion. After review, the Commercial Account Administrator shall request approval for issuance of a commercial account or changes to the card's limits from Commissioners' Court.
4. The Commercial Account Administrator will notify the Commercial Account Cardholders/Card Users and Commercial Account Manager upon receipt of the commercial account card.
5. Before issuance of a card, the commercial Account Administrator shall:
   A. Provide face-to-face training to the Commercial Account Cardholder and Card Users as required by this Policy. The Commercial Account shall maintain evidence of the training in the form of a sign-in sheet.
   B. Require the Commercial Account Cardholder and/or Card Users to sign ***Form C.1.3 Commercial Account Cardholder Acknowledgement*** and the Commercial Account Manager to sign ***Form C.1.4 Commercial Account Manager Acknowledgment*** acknowledging that they have read and agree to comply with Commercial Account Use and Hidalgo County Purchasing Policy, Guidelines, and Procedures. Original agreements shall be maintained by the Commercial Account Administrator.

4.05 MAKING AND DOCUMENTING PURCHASES

1. **Purchase Order** - A purchase order must be established for each purchase made with a commercial account. The purchase order should be opened in the name of the Commercial Account Issuer. The purchase order amount should be set based on the monetary and transaction limits established for the card and projected expenditures. This will help ensure that expenditures do not exceed available funds. Furthermore, Commercial Account Cardholders/Users must present a valid purchase order to the vendor when making purchases.
2. **Quotes** - Quotes in accordance with the Hidalgo County's Purchasing Policies and Procedures should be obtained and documented. Written quotes and notes on verbal quotes should be retained for a minimum of 4 years in accordance with the Texas State Library and Archives Commission records retention schedule.
3. **Sales Tax** - Hidalgo County, as a governmental agency, is a tax-exempt organization. When making purchases, the Commercial Account Cardholder/Card User should notify the vendor of the County's tax-exempt status. The Hidalgo County tax exempt number should be located on the front of the commercial account card. If the vendor requests an actual Tax Exempt form, one may be obtained from the Purchasing Department. If a tax is charged inappropriately, the Commercial Account Manager should immediately present a tax exemption form to the vendor, and receive a credit for the unnecessary tax.
4. **County Issued Identification Card** – Commercial Account Cardholders/Users must present a county issued identification card when making purchases.
5. **Original receipts** - When making a purchase, the Cardholder/Card User shall obtain an original itemized receipt. The receipt must contain the vendor's name, date of purchase, itemized description of the purchase, per unit price, and extended price. The cardholder/card user shall sign and date the receipt.
6. **Shipping Documents** – The Cardholder/Card User must provide the vendor/supplier with the appropriate shipping information. All goods must be shipped to an official Hidalgo County

business location/address. The Commercial Account Manager shall verify that goods were shipped to an official Hidalgo County business location/address.

7. **Purchases Log** - ***Form C.1.2 Commercial Account Purchases Log*** and original itemized receipts shall be maintained for each commercial account issued for audit trail purposes and to facilitate reconciliation and account verification.
   A. The purchases log shall contain the following:
      1. date of purchase;
      2. receipt number;
      3. date goods were delivered/received by the department;
      4. name of the purchaser (cardholder/card user);
      5. vendor name;
      6. dollar value of purchase;
      7. purchase order number;
      8. method in which goods were received (shipped or picked up in person);
      9. work order number (if applicable);
      10. general ledger account number to which purchases should be charged;
      11. column for the Commercial Account Manager to check-off his/her detailed monthly reconciliation to the Commercial Account billing statement and note the billing statement date;
      12. signature line for the authorized user(s) to certify purchase was for official business use and made in accordance with Commercial Account Use Policy, Guidelines, and Procedures and the Hidalgo County Purchases Policy and Procedures, and goods were received by the Department ;
      13. signature line for the Commercial Account Manager to certify his/her review and recommended approval for payment and purchases were made in accordance with Commercial Account Use Policy, Guidelines, and Procedures and the Hidalgo County Purchases Policy and Procedures; and
      14. signature line for the Department Head to approve payment and certify that to his/her best knowledge all purchases were made in accordance with Commercial Account Use Policy, Guidelines, and Procedures and the Hidalgo County Purchases Policy and Procedures.
   B. The Commercial Account Cardholders and Card Users shall forward ***Form C.1.2 Commercial Account Purchases Log*** to the Commercial Account Manager at least once a month.
8. **Monitoring Card Activity** – Certain Public Officials, Commercial Account Managers, and the Commercial Account Administrator will have access to view and monitor card activity. This review can occur at any time; however, should be made at a minimum on a monthly basis by the Commercial Account Administrator and Commercial Account Manager.

4.06 PAYMENT AND RECONCILIATION

1. All commercial account charges will be billed directly to and paid directly by the County. The Commercial Account Issuer cannot directly accept any monies from any other individual. Therefore, any personal charges billed to the County will be considered misappropriation of County funds.

2. The Commercial Account Manager shall reconcile the ***Form C.1.2 Commercial Account Purchases Log*** to the original itemized receipts, receiving/shipping documents, and the monthly commercial account billing statement within 5 work days of receipt of the commercial account billing statement. The Commercial Account Manager shall place a check mark and the billing statement date should be recorded on the purchase transaction log next to the reconciled items. If an item is entered on a purchase transaction log, but has not yet appeared on the monthly billing statement, that item simply remains open and the statement date column is left blank.
3. The Commercial Account Manager will verify that required information is entered on the ***Form C.1.2 Commercial Account Purchases Log*** by the Commercial Account Cardholders and Card Users.
4. Original itemized receipts shall be attached to a sheet of paper in the order that they appear in the commercial account billing statement. Cardholders and Card Users are responsible for submitting all receipts. If a Cardholder or Card User has lost or misplaced a receipt, he/she is responsible for obtaining a copy of the receipt from the vendor. The County will not pay for transactions that do not have proper documentation that is acceptable by the County Auditor. The Cardholder and/or Card User may be held responsible for payment of all transactions that do not have proper documentation as required by this Policy. Frequent losses of receipts may result in disciplinary action. The Commercial Account Cardholder/Card User may also be required to pay charges with his/her own personal funds.
5. The Commercial Account Cardholder/Card User shall certify receipt of the goods ***on Form C.1.2 Commercial Account Purchases Log***. Payment cannot be made until the Cardholder/Card User confirms and certifies receipt of the goods.
6. The Commercial Account Manager will verify that original itemized receipts were submitted for each purchase and purchases were made in compliance with the Commercial Account Policy, Guidelines, and Procedures and the Hidalgo County Purchasing Policy and Procedures.
7. The Commercial Account Manager should note discrepancies and forward the discrepancies to the Commercial Account Administrator and the County Auditor's Accounts Payable Section.
8. The Commercial Account Manager shall ensure that sufficient funds are available in the adopted budget to pay for the commercial account purchases.
9. The Commercial Account Manager shall make every attempt to ensure balances are paid in full each month (see resolution of disputed charges).
10. Once the commercial account billing statement is reconciled, the Commercial Account Manager shall forward the commercial account billing statement(s), original itemized receipts, original receiving/shipping documents, and ***Form C.1.2 Commercial Account Purchases Log*** to the County Auditor's Accounts Payable Section. Commercial billing statements should be submitted no later than five (5) working days following receipt of the commercial account billing statement.
11. If the commercial account billing statement cannot be reconciled between the Commercial Account Manager and the Commercial Account Cardholder/Card User, then the Commercial Account Manager shall notify the Commercial Account Administrator in writing of disputes submitted to a vendor and/or Commercial Account Issuer for any amounts that are determined to be in error. The Commercial Account Manager shall deliver to the County Auditor's Accounts Payable Division an annotated copy of the commercial account billing

statement showing amounts in dispute with a request for nonpayment on the undisputed amounts.

4.07 RETURNS, EXCHANGES, CREDITS, AND OTHER DISPUTED CHARGES

1. It is the responsibility of the Authorized Users to know the vendor's return policy.
2. The Cardholder and/or Card User are responsible for contacting the vendor/commercial account issuer when problems with a purchased item arise and for arranging a return for credit or exchange (i.e. billed amount includes sales tax, the statement contains a charge not recognized by the authorized user, billing statement includes duplicate charges from vendor, the item received was an incorrect item, and item was damaged or defective, etc.).
3. The Cardholder/Card User and Commercial Account Manager shall immediately file a written dispute with the Commercial Account Issuer by completing ***Form C.1.5 Dispute Form,*** which documents the following:

   A. Cardholder Name/Group Card Name (also include Card User name);
   B. Account No.;
   C. Merchant Name
   D. Transaction Date;
   E. Posting Date;
   F. Reference No.;
   G. Description of Merchandise;
   H. Transaction Amount; and
   I. Reason of dispute.

4. The Cardholder and/or Card User shall immediately notify the Commercial Account Manager when a return for credit or exchange will be arranged with a vendor.
5. If items need to be exchanged, the Cardholder or Card User is responsible for returning the items to the vendor and obtaining a replacement as soon as possible. A notation shall be made on ***Form C.1.2 Commercial Account Purchases Log*** that payment shall not be made until actual goods are received.
6. If the purchased items need to be returned, the Cardholder or Card User should send the items back to the vendor and a credit to the commercial account immediately be requested. If the vendor agrees to issue a credit, it should be noted on the ***Form C.1.2 Commercial Account Purchases Log*** and a copy of any credit memo, along with proper supporting documentation, be attached to the purchases log.
7. The Commercial Account Manager shall verify that a credit appears on the subsequent billing statement. If a credit does not appear, the Commercial Account Manager should immediately contact the Commercial Account Issuer and/or vendor in order that proper credit be given.
8. Authorized users shall not accept cash, rain checks, gift cards, and/or gifts certificates, or any other equivalent of cash instead of a vendor credit.
9. The Commercial Account Manager shall inform the Commercial Account Administrator of disputed charges within two calendar days of the finding. Communication shall be in writing by forwarding the original ***Form C.1.5 Dispute Form.***

10. The Commercial Account Administrator shall maintain copies of the original ***Form C.1.5 Dispute Form*** for a minimum of 4 years in accordance with the Texas State Library and Archives Commission records retention schedule.

4.08 LATE FEES OR FINANCE CHARGES

Commercial accounts must be kept current to avoid interest and/or finance charges. Continuous assessment of late fees and/or finance charges on a commercial account may result in revocation of the commercial account.

4.09 COMMERCIAL ACCOUNT SECURITY

1. The Commercial Account Manager shall maintain a list of approved commercial account cards and authorized users for his/her department. The Commercial Account Manager should note on the list the names of the authorized users for each Commercial Account issued as a Group Account. List shall be physically secured.
2. The Commercial Account Manager shall maintain all commercial accounts safe and secure.
3. The Commercial Account Manager shall only release commercial account cards to authorized users when needed to make a purchase. The Commercial Account Manager shall document on a log the date the Commercial Account was released/returned and the name of the authorized user to which the card was released.
4. Authorized employees shall not share their commercial accounts.
5. The Commercial Account Administrator shall maintain the name and number of the Commercial Account Issuer representative.
6. The Commercial Account Administrator shall maintain a list of approved Commercial Account Cardholders, Card Users and the Commercial Account Manager assigned to the commercial account. The list shall include the authorized merchant codes, credit limits, and limit on daily # of transactions. List shall be physically secured.
7. The Commercial Account Administrator shall submit an updated list to the County Auditor's Accounts Payable Division by the 5th workday of the following month.

4.10 COMMERCIAL ACCOUNT MAINTENANCE

Changes to an authorized user's name should be immediately reported in writing by the Commercial Account Manager to the Commercial Account Administrator.

4.11 CANCELING/REVOKING A COMMERCIAL ACCOUNT

1. The Commercial Account Manager shall immediately notify the Commercial Account Administrator in writing when:
   A. an authorized user is transferred to another county department;
   B. an authorized user's employment with the county is terminated; or
   C. an authorized user's privilege to utilize a commercial account is revoked.
2. The written notification shall include:
   A. a request to cancel the commercial account;
   B. the reasons for canceling the commercial account;
   C. identify the commercial account card number; and

D. authorized user(s) name.

3. Upon written notification, the Commercial Account Administrator shall request from the Commercial Account Issuer that the commercial account be cancelled and/or deactivated. The request shall be made in writing. The Commercial Account Administrator shall maintain the written request on file for a minimum of 4 years in accordance with the Texas State Library and Archives Commission records retention schedule.
4. Authorized users shall surrender the commercial account card to the Commercial Account Manager. The Commercial Account Manager shall surrender the commercial account card to the Commercial Account Administrator and the commercial account card shall be destroyed. The Commercial Account Administrator shall maintain records indicating when the commercial account card was destroyed for a minimum of 4 years in accordance with the Texas State Library and Archives Commission records retention schedule.

4.12 RECORDS RETENTION

1. Commercial account records must be maintained for a minimum of 4 years in accordance with the Texas State Library and Archives Commission records retention schedule.
2. Commercial Account Managers and the Commercial Account Administrator will be responsible for original commercial account documentation maintained by his/her Department. All original commercial account program documentation shall be stored in a central location within the department (i.e. dispute forms, commercial account request forms, vendor documentation, quotes, written quotes, notes on verbal quotes, other miscellaneous notes, etc.)
3. Commercial Account documentation should be filed alphabetically by Fiscal Year, Commercial Account Name, Month, and Cardholder/Card User name.
4. Commercial Account Manager and Commercial Account Administrator will work closely with County Clerk to coordinate the collection of commercial account documents for storage, retrieving documents, and ultimately destroying documents once they have met the retention period.

4.13 SANCTIONS FOR INNAPPROPRIATE USE OF A COMMERCIAL ACCOUNT

1. The Commercial Account Administrator will work with the Department's Public Official and Commercial Account Manager to initiate sanctions for misuse of the commercial account. Sanctions will be imposed on a case by case basis and may include one or a combination of the following disciplinary actions:

   A. Formal written reprimand from the Commercial Account Administrator with copies to the Public Official, Commercial Account Manager, and Executive Officer (if applicable).
   B. Minor infraction findings may require retraining;
   C. Revocation of the right to use the commercial account (If a commercial account has been revoked for cause, it is unlikely that it will be reinstated);
   D. Termination of employment and/or prosecution;
   E. Reimbursement to Hidalgo County for unauthorized purchases and any administrative costs associated with the unauthorized purchase (The Commercial Account Administrator

and Commercial Account Manager will jointly assist with the arrangements for repayment);

F. Payroll deduction as reimbursement of any unauthorized purchases and of any administrative costs associated with any unauthorized purchase (The Commercial Account Administrator and Commercial Account Manager will jointly assist with the arrangements for repayment);
G. Transfer of duty that does not involve or require the use of a commercial account; or
H. Other discipline as authorized by the Public Official and/or County Executive Officer.

4.14 COUNTY AUDITOR RIGHT TO EXERCISE DISCRETION

1. The County Auditor may, at his or her sole discretion, authorize an exception to requirements set forth in this Commercial Account Use Policy, based on extenuating circumstances presented by the appropriate, responsible Public Official. Any exception granted by the County Auditor is to be applied on a case-by case basis and does not set precedent for future policy unless it has been formally adopted by Commissioners' Court.

2. The County Auditor may conduct random audits of the commercial account use. The primary purpose of the audit is to ensure that commercial account program policy, guidelines, and procedures are being followed.

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							
9-1100-419-40-220-001-0-112	GEN GOVT BLDG-DEPT HEADS	63,882.00	.00	27,495.00	27,495.00	36,387.00	43.04
9-1100-419-40-220-001-0-113	GEN GOVT BLDG-REG F/T EMPLOYEES	2,128,252.68	.00	875,331.45	875,331.45	1,252,921.23	41.13
9-1100-419-40-220-001-0-115	GEN GOVT BLDG-PERM -LONGEVITY PAY	21,420.00	.00	9,126.82	9,126.82	12,293.18	42.61
9-1100-419-40-220-001-0-211	GEN GOVT BLDG-HEALTH INSURANCE	353,940.00	.00	158,840.88	158,840.88	195,099.12	44.88
9-1100-419-40-220-001-0-212	GEN GOVT BLDG-LIFE INSURANCE	2,295.00	.00	933.74	933.74	1,361.26	40.69
9-1100-419-40-220-001-0-220	GEN GOVT BLDG-FICA	167,970.38	.00	67,709.92	67,709.92	100,260.46	40.31
9-1100-419-40-220-001-0-230	GEN GOVT BLDG-RETIREMENT	199,757.28	.00	82,258.24	82,258.24	117,499.04	41.18
9-1100-419-40-220-001-0-250	GEN GOVT BLDG-UNEMPLOYMENT COMP	10,990.00	.00	4,560.35	4,560.35	6,429.65	41.50
9-1100-419-40-220-001-0-260	GEN GOVT BLDG-WORKERS COMP	67,484.16	.00	27,843.85	27,843.85	39,640.31	41.26
9-1100-419-40-220-001-0-334	GEN GOVT BLDG-ARCH & ENG SRV	6,500.00	.00	.00	.00	6,500.00	.00
9-1100-419-40-220-001-0-339	GEN GOVT BLDG-OTHER PROF SRV	5,000.00	.00	.00	.00	5,000.00	.00
9-1100-419-40-220-001-0-343	GEN GOVT BLDG-LAUNDRY & DRY CLEANING	51,000.00	9,155.25	24,956.76	24,956.76	16,887.99	66.89
9-1100-419-40-220-001-0-346	GEN GOVT BLDG-HAULING & FREIGHT SERVICES	3,000.00	.00	.00	.00	3,000.00	.00
9-1100-419-40-220-001-0-350	GEN GOVT BLDG-OTHER SERVICES	2,000.00	.00	.00	.00	2,000.00	.00
9-1100-419-40-220-001-0-411	GEN GOVT BLDG-WATER/SEWERAGE	125,000.00	.00	45,121.52	45,121.52	79,878.48	36.10
9-1100-419-40-220-001-0-412	GEN GOVT BLDG-CABLE/SATELLITE TV	1,500.00	.00	.00	.00	1,500.00	.00
9-1100-419-40-220-001-0-413	GEN GOVT BLDG-ELEC SURVEILL & SECURITY	20,000.00	5,071.25	.00	.00	14,928.75	25.36
9-1100-419-40-220-001-0-421	GEN GOVT BLDG-DISPOSAL	8,000.00	1,848.15	3,123.54	3,123.54	3,028.31	62.15
9-1100-419-40-220-001-0-424	GEN GOVT BLDG-LAWN CARE	5,000.00	.00	.00	.00	5,000.00	.00
9-1100-419-40-220-001-0-425	GEN GOVT BLDG-PEST CONTROL	25,000.00	12,192.20	3,837.00	3,837.00	8,970.80	64.12
9-1100-419-40-220-001-0-431	GEN GOVT BLDG-BLDG&OTHR STRUC R&M SRV	513,000.00	267,574.48	139,198.69	139,198.69	106,226.83	79.29
9-1100-419-40-220-001-0-432	GEN GOVT BLDG-EQUIP&VEH R&M SRV	31,629.26	8,824.99	1,755.11	1,755.11	21,049.16	33.45
9-1100-419-40-220-001-0-434	GEN GOVT BLDG-VEHICLE R&M SERVICE	4,370.74	1,895.55	2,475.19	2,475.19	.00	100.00
9-1100-419-40-220-001-0-439	GEN GOVT BLDG-OTHER R&M SRV	3,000.00	.00	910.00	910.00	2,090.00	30.33
9-1100-419-40-220-001-0-442	GEN GOVT BLDG-EQUIP & VEHICLE RENTALS	30,000.00	4,557.82	3,384.22	3,384.22	22,057.96	26.47
9-1100-419-40-220-001-0-452	GEN GOVT BLDG-BLDG ADD & RENOVATIONS CON	160,000.00	56,631.95	37,494.63	37,494.63	65,873.42	58.83
9-1100-419-40-220-001-0-529	GEN GOVT BLDG-SURETY & NOTARY BONDS	200.00	.00	.00	.00	200.00	.00
9-1100-419-40-220-001-0-531	GEN GOVT BLDG-TELEPHONE	10,000.00	.00	2,296.05	2,296.05	7,703.95	22.96
9-1100-419-40-220-001-0-532	GEN GOVT BLDG-WIRELESS DEVICES	15,000.00	2,193.41	5,514.93	5,514.93	7,291.66	51.39
9-1100-419-40-220-001-0-535	GEN GOVT BLDG-POSTAGE	800.00	.00	7.96	7.96	792.04	1.00
9-1100-419-40-220-001-0-540	GEN GOVT BLDG-ADVERTISING	8,000.00	.00	806.10	806.10	7,193.90	10.08
9-1100-419-40-220-001-0-550	GEN GOVT BLDG-PRINTING & BINDING	3,500.00	.00	.00	.00	3,500.00	.00
9-1100-419-40-220-001-0-581	GEN GOVT BLDG-TRAVEL IN COUNTY	7,500.00	.00	.00	.00	7,500.00	.00
9-1100-419-40-220-001-0-583	GEN GOVT BLDG-TRAVEL OUT OF COUNTY	10,000.00	.00	.00	.00	10,000.00	.00
9-1100-419-40-220-001-0-584	GEN GOVT BLDG-REGISTRATION FEES	6,000.00	.00	.00	.00	6,000.00	.00
9-1100-419-40-220-001-0-601	GEN GOVT BLDG-OFFICE & COMPUTER SUPPLIES	18,000.00	1,444.38	1,961.26	1,961.26	14,594.36	18.92

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
9-1100-419-40-220-001-0-602	GEN GOVT BLDG-PAPER SUPPLIES	.00	.00	.00	.00	.00	.00
9-1100-419-40-220-001-0-604	GEN GOVT BLDG-MEDICAL & LAB SUPPL	4,000.00	282.91	.00	.00	3,717.09	7.07
9-1100-419-40-220-001-0-605	GEN GOVT BLDG-CLOTHING & UNIFORMS	8,000.00	.00	.00	.00	8,000.00	.00
9-1100-419-40-220-001-0-607	GEN GOVT BLDG-HSEHLD & JANITORIAL SUPPL	180,353.00	56,206.26	45,298.35	45,298.35	78,848.39	56.28
9-1100-419-40-220-001-0-608	GEN GOVT BLDG-HOUSEHOLD & INSTITUTIONAL	100.00	100.00	.00	.00	.00	100.00
9-1100-419-40-220-001-0-609	GEN GOVT BLDG-AGRI & LANDSCAPING SUPPL	35,000.00	344.56	2,268.23	2,268.23	32,387.21	7.47
9-1100-419-40-220-001-0-613	GEN GOVT BLDG-SAFETY SUPPLIES	14,000.00	2,955.63	1,740.57	1,740.57	9,303.80	33.54
9-1100-419-40-220-001-0-619	GEN GOVT BLDG-OTHER MISC SUPPLIES	1,000.00	.00	.00	.00	1,000.00	.00
9-1100-419-40-220-001-0-621	GEN GOVT BLDG-NATURAL GAS	2,500.00	.00	464.55	464.55	2,035.45	18.58
9-1100-419-40-220-001-0-622	GEN GOVT BLDG-ELECTRICITY	900,000.00	.00	432,428.57	432,428.57	467,571.43	48.05
9-1100-419-40-220-001-0-623	GEN GOVT BLDG-BOTTLED GAS	6,000.00	1,319.70	105.33	105.33	4,574.97	23.75
9-1100-419-40-220-001-0-626	GEN GOVT BLDG-GASOLINE/DIESEL	49,957.13	.00	.00	.00	49,957.13	.00
9-1100-419-40-220-001-0-630	GEN GOVT BLDG-FOOD	3,000.00	.00	.00	.00	3,000.00	.00
9-1100-419-40-220-001-0-631	GEN GOVT BLDG-BOTTLED WATER	4,000.00	373.00	627.00	627.00	3,000.00	25.00
9-1100-419-40-220-001-0-640	GEN GOVT BLDG-REFERENCE MATERIALS	1,000.00	.00	.00	.00	1,000.00	.00
9-1100-419-40-220-001-0-661	GEN GOVT BLDG-MINOR OFFICE FURN & EQUIP	20,454.00	.00	.00	.00	20,454.00	.00
9-1100-419-40-220-001-0-663	GEN GOVT BLDG-SMALL TOOLS	2,001.95	204.82	1,775.88	1,775.88	21.25	98.94
9-1100-419-40-220-001-0-664	GEN GOVT BLDG-OTHER MINOR EQUIPMENT	35,000.00	2,459.45	4,419.09	4,419.09	28,121.46	19.65
9-1100-419-40-220-001-0-665	GEN GOVT BLDG-MINOR COMPUTER EQUIPMENT	10,000.00	997.00	.00	.00	9,003.00	9.97
9-1100-419-40-220-001-0-666	GEN GOVT BLDG-MINOR OFFICE FURNITURE	546.00	.00	263.00	263.00	283.00	48.17
9-1100-419-40-220-001-0-667	GEN GOVT BLDG-MINOR SOFTWARE	3,000.00	.00	.00	.00	3,000.00	.00
9-1100-419-40-220-001-0-671	GEN GOVT BLDG-BLDG&OTHR STRUC R&M SUPPL	207,500.00	43,881.58	63,034.98	63,034.98	100,583.44	51.53
9-1100-419-40-220-001-0-672	GEN GOVT BLDG-EQ&VEH R&M SUPPLIES	61,963.59	4,138.20	3,253.80	3,253.80	54,571.59	11.93
9-1100-419-40-220-001-0-679	GEN GOVT BLDG-OTHER R&M SUPPLIES	35,000.00	3,686.18	11,327.60	11,327.60	19,986.22	42.90
9-1100-419-40-220-001-0-681	GEN GOVT BLDG-VEHICLE R&M SUPPLIES	3,268.62	1,236.24	2,032.38	2,032.38	.00	100.00
9-1100-419-40-220-001-0-682	GEN GOVT BLDG-GASOLINE/DIESEL	20,042.87	17,267.27	2,715.02	2,715.02	60.58	99.70
9-1100-419-40-220-001-0-683	GEN GOVT BLDG-LUBRICANTS	.00	.00	.00	.00	.00	.00
9-1100-419-40-220-001-0-684	GEN GOVT BLDG-TIRES & TUBES	1,765.84	441.24	1,324.40	1,324.40	.20	99.99
9-1100-419-40-220-001-0-739	GEN GOVT BLDG-OTHER STRUCTURES	47,000.00	585.47	1,514.71	1,514.71	44,899.82	4.47
9-1100-419-40-220-001-0-741	GEN GOVT BLDG-VEHICLES	121,547.00	.00	121,547.00	121,547.00	.00	100.00
9-1100-419-40-220-001-0-742	GEN GOVT BLDG-HEAVY EQUIPMENT	100,000.00	.00	.00	.00	100,000.00	.00
9-1100-419-40-220-001-0-745	GEN GOVT BLDG-COMPUTER EQUIPMENT	4,500.00	1,088.00	.00	.00	3,412.00	24.18
9-1100-419-40-220-001-0-810	GEN GOVT BLDG-DUES & MEMBERSHIPS	400.00	.00	.00	.00	400.00	.00
9-1100-419-40-220-001-0-851	GEN GOVT BLDG-TAXES	3,000.00	53.85	872.37	872.37	2,073.78	30.87
9-1100-419-40-220-001-0-855	GEN GOVT BLDG-LATE FEES,PENALTIES & FINA	2,000.00	30.00	1,165.70	1,165.70	804.30	59.79
9-1100-419-40-220-001-0-890	GEN GOVT BLDG-OTHER	1,000.00	.00	226.00	226.00	774.00	22.60

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							
001		**5,977,891.50**	**509,040.79**	**2,225,347.74**	**2,225,347.74**	**3,243,502.97**	**45.74**
9-1100-419-40-220-002-0-113	BLDG MINOR ST-REG F/T EMPLOYEES	289,825.00	.00	124,247.45	124,247.45	165,577.55	42.87
9-1100-419-40-220-002-0-115	BLDG MINOR ST-LONGEVITY PAY	3,960.00	.00	1,680.50	1,680.50	2,279.50	42.44
9-1100-419-40-220-002-0-211	BLDG MINOR ST-HEALTH INSURANCE	45,804.00	.00	20,993.50	20,993.50	24,810.50	45.83
9-1100-419-40-220-002-0-212	BLDG MINOR ST-LIFE INSURANCE	297.00	.00	123.75	123.75	173.25	41.67
9-1100-419-40-220-002-0-220	BLDG MINOR ST-FICA	22,253.46	.00	9,428.74	9,428.74	12,824.72	42.37
9-1100-419-40-220-002-0-230	BLDG MINOR ST-RETIREMENT	26,409.97	.00	11,358.68	11,358.68	15,051.29	43.01
9-1100-419-40-220-002-0-250	BLDG MINOR ST-UNEMPLOYMENT COMP	1,469.00	.00	629.45	629.45	839.55	42.85
9-1100-419-40-220-002-0-260	BLDG MINOR ST-WORKERS COMP	16,540.10	.00	6,866.03	6,866.03	9,674.07	41.51
9-1100-419-40-220-002-0-343	BLDG MINOR ST-LAUNDRY & DRY CLEANING	8,000.00	5,575.06	1,424.94	1,424.94	1,000.00	87.50
9-1100-419-40-220-002-0-583	BLDG MINOR ST-TRAVEL OUT OF COUNTY	3,000.00	.00	.00	.00	3,000.00	.00
9-1100-419-40-220-002-0-584	BLDG MINOR ST-REGISTRATION FEES	1,000.00	.00	.00	.00	1,000.00	.00
9-1100-419-40-220-002-0-626	BLDG MINOR ST-GASOLINE/DIESEL	14,000.00	.00	.00	.00	14,000.00	.00
9-1100-419-40-220-002-0-640	BLDG MINOR ST-REFERENCE MATERIALS	2,000.00	.00	.00	.00	2,000.00	.00
9-1100-419-40-220-002-0-663	BLDG MINOR ST-SMALL TOOLS	1,943.58	.00	1,943.58	1,943.58	.00	100.00
9-1100-419-40-220-002-0-664	BLDG MINOR ST-OTHER MINOR EQUIPMENT	6,000.00	.00	3,042.86	3,042.86	2,957.14	50.71
9-1100-419-40-220-002-0-672	BLDG MINOR ST-EQ&VEH R&M SUPPLIES	9,256.42	.00	.00	.00	9,256.42	.00
9-1100-419-40-220-002-0-679	BLDG MINOR ST-OTHER R&M SUPPLIES	500.00	.00	.00	.00	500.00	.00
9-1100-419-40-220-002-0-681	BLDG MINOR ST-VEHICLE R&M SUPPLIES	.00	.00	.00	.00	.00	.00
9-1100-419-40-220-002-0-682	BLDG MINOR ST-GASOLINE/DIESEL	6,000.00	2,675.68	3,324.32	3,324.32	.00	100.00
9-1100-419-40-220-002-0-684	BLDG MINOR ST-TIRES & TUBES	.00	.00	.00	.00	.00	.00
002		**458,258.53**	**8,250.74**	**185,063.80**	**185,063.80**	**264,943.99**	**42.18**
1100 GENERAL FUND		**6,436,150.03**	**517,291.53**	**2,410,411.54**	**2,410,411.54**	**3,508,446.96**	**45.49**
9 YEAR		**6,436,150.03**	**517,291.53**	**2,410,411.54**	**2,410,411.54**	**3,508,446.96**	**45.49**

AI-16051 **9.C.**

Requesting Approval of Invoice No. 12 for the Remodel of Existing Old Administration Building for Alcocer Garcia Assoc.

CC CONSENT

Date:	06/22/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of payment of Invoice No. 12 in the amount of $10,500.00 from Alcocer Garcia Associates Design Consulting, contracted architect for the, "Remodel of Existing Old Administration Building (1st & 2nd floors)". C-08-131-08-07

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-1336-419-00-115-073-0-452
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 609342 has $15,020.68 available (as of 6/17/09) to pay the pending Request for Payment #12.

Attachments

Link: Invoice No. 12

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2009 01:20 PM	APRV
2	Budget & Management	Veronica Lopez	06/17/2009 01:39 PM	APRV
3	Dale Kennan	Dale Kennan	06/17/2009 04:10 PM	APRV
4	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Rocio Villarreal — Started On: 06/16/2009 04:49 PM

Final Approval Date: 06/18/2009

ARCHITECTS PROFESSIONAL SERVICES

REQUEST FOR PAYMENT NO. 12

TO OWNER: County of Hidalgo, Texas
c/o Hon. Juan D. Salinas, III, County Judge
PROJECT NAME: Remodel of Existing Old Administration Building (for 1st & 2nd Floors)
CONTRACT NO.: C-08-131-08-07
P.O. NO.: 609342
FROM: Alcocer Garcia Associates, Inc. (EIN: 26-4262500)
ADDRESS: 1333 E. Jasmine, McAllen, TX 78501

Estimated Basic Services A/E Fee Amt.: 7.5% x 3,500,000.00 estimated construction cost = $262,500.00

SCOPE OF SERVICES	AMOUNT	% COMPLETED TO-DATE	TOTAL DUE	LESS PREV. PAYMENTS	AMOUNT DUE THIS REQUEST
Schematic Design Phase 10 %	$26,250.00	100%	$26,250.00	$26,250.00	$0.00
Design Development Phase 10 %	$26,250.00	100%	$26,250.00	$26,250.00	$0.00
Construction Documents Phase 50%	$131,250.00	98%	$128,625.00	$118,125.00	$10,500.00
Bidding Phase 5%	$13,125.00	0%	$0.00	$0.00	$0.00
Construction Phase 25%	$65,625.00	0%	$0.00	$0.00	$0.00
TOTAL	$262,500.00		$181,125.00	$170,625.00	$10,500.00

I certify that the above is true and correct to the best of my knowledge.

May 20, 2009

AGA, Inc. DATE

Owner Date

AI-16049 **9.D.**

Requesting Approval of Work Authorization No. 1 and 2 for L&G Engineering
CC CONSENT

Date:	06/22/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Presentation for approval of Work Authorization No. 1 (with a estimated cost of $6,696.95) for "Construction Material Testing Services for Brushline Rd (7 Mile Line to 8 Mile Line)" and Work Authorization No. 2 (with a estimated cost of $15,494.60) for "Geotechnical Engineering Services for Mile 2 North Bridge Replacement" with L&G Engineering Laboratory, LLC, to provide engineer services to Hidalgo County Precinct No. 3.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1203-431-00-123-005-0-731

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

BUDGETARY IMPACT:

Available funds as of 6/17/09 $159,083.69.

Attachments

Link: WA No. 1 & 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2009 01:12 PM	APRV
2	Budget & Management	Veronica Lopez	06/17/2009 01:33 PM	APRV
3	Perla Lopez	Perla Lopez	06/17/2009 02:09 PM	APRV
4	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Rocio Villarreal Started On: 06/16/2009 04:28 PM

Final Approval Date: 06/18/2009

HIDALGO COUNTY

Professional Engineering Services
Contract # C-9-177-05-26
Work Authorization Form

WORK AUTHORIZATION NO. 01

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Construction Materials Testing Services for Hidalgo County Pct. 3 – **Brushline Rd** *(7 Mile Line to 8 Mile Line)*

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 **$6,696.95.** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.01 shall be funded through funding source:
Account No. 9-1203-431-00-133-005-0731
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Precinct No.3 Commissioner Joe Flores as to content and detail of this Work Authorization No. # 01.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____as indicated below and effective as of _____ day of _____, 2009.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

THE OWNER:
HIDALGO COUNTY

_____
By: Jacinto Garza

_____
By: Juan D. Salinas III, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Project Cost Proposal

ATTACHMENT "A"

Scope of Services (Owner)

PROJECT: **Brushline Rd** ***(7 Mile Line to 8 Mile Line)***

Project in Hidalgo County Precinct No. Three (3)

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Brushline Rd** ***(7 Mile Line to 8 Mile Line)*** **Project.**

ATTACHMENT "B"

Scope of Services (Engineer)

PROJECT: **Brushline Rd** ***(7 Mile Line to 8 Mile Line)***

Project in Hidalgo County Precinct No. Three (3)

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Brushline Rd** ***(7 Mile Line to 8 Mile Line)***

Project in Hidalgo County Precinct No. Three (3).

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.

- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

***PROJECT*: Brushline Rd *(7 Mile Line to 8 Mile Line)* Project in Hidalgo County Precinct No. Three (3)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 3** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-09-177-05-26.**

ATTACHMENT "D"

Cost Proposal

PROJECT: **Brushline Rd *(7 Mile Line to 8 Mile Line)***
Project in Hidalgo County Precinct No. Three (3).

(See Attached)

Attachment D
Brushline Road Rd (7 Mile Line to 8 Mile Line)(Approx. 5280 LF)
Prepared For Hidalgo County Pct. No. 3

Roadway Subgrade Materials Testing - Laboratory				
Tech Time	6	Hrs.	$43.10	$258.60
Trip Charge	60	Mi.	$0.47	$28.20
Attorberg	2	Ea.	$71.80	$143.60
Moisture-Density Determ	2	Ea.	$185.50	$371.00
Reports	2	Ea.	$21.25	$42.50
Eng. Spec.	1	Hrs.	$107.70	$107.70
Engineer	1	Hrs.	$143.70	$143.70
			Sub.	**$1,095.30**
Roadway Subgrade Field Density Testing				
Tech Time	12	Hrs.	$43.10	$517.20
Trip Charge	120	Mi	$0.47	$56.40
Comp. Test	15	Ea.	$21.55	$323.25
Reports	5	Ea.	$21.25	$106.25
Eng. Spec.	2	Hrs.	$107.70	$215.40
Engineer	2	Hrs.	$143.70	$287.40
			Sub.	**$1,505.90**
Roadway Base Materials Testing - Laboratory				
Tech Time	3	Hrs.	$43.10	$129.30
Trip Charge	30	Mi.	$0.47	$14.10
Sieve Analysis	1	Ea.	$53.85	$53.85
Texas Wet Ball Mill	1	Ea.	$209.55	$209.55
Attorberg	1	Ea.	$71.80	$71.80
Moisture-Density Determ	1	Ea.	$185.50	$185.50
Reports	2	Ea.	$21.25	$42.50
Eng. Spec.	1	Hrs.	$107.70	$107.70
Engineer	1	Hrs.	$143.70	$143.70
			Sub.	**$958.00**
Base Material Field Density Testing				
Tech Time	12	Hrs.	$43.10	$517.20
Trip Charge	120	Mi	$0.47	$56.40
Comp. Test	15	Ea.	$21.55	$323.25
Reports	5	Ea.	$21.25	$106.25
Eng. Spec.	2	Hrs.	$107.70	$215.40
Engineer	2	Hrs.	$143.70	$287.40
			Sub.	**$1,505.90**
Asphalt Testing-Field and Laboratory				
Tech Time	8	Hrs.	$55.05	$440.40
Trip Charge	90	Mi	$0.47	$42.30
Rolling Patterns	2	Ea.	$35.95	$71.90
Laboratory Molded (ga)	1	Pr.	$91.90	$91.90
%AC-Grad	1	Ea.	$209.50	$209.50
Rice Gravity (gr)	1	Ea.	$101.30	$101.30
Reports	3	Ea.	$21.25	$63.75
Asphalt Thickness	6	Ea.	$59.90	$359.40
Eng. Spec.	1	Hrs.	$107.70	$107.70
Engineer	1	Hrs.	$143.70	$143.70
			Sub.	**$1,631.85**

Total Estimated Material Testing Fees $6,696.95

HIDALGO COUNTY

Professional Engineering Services
Contract # C-09-177-05-26
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, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Geotechnical Engineering Services for Hidalgo County Pct. 3 – **Mile 2 North Bridge Replacement**

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 **$15,494.60.** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.2 shall be funded through funding source:
Account No. 9-1303-431-0-123-005-0-731
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 or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.3 Commissioner Joe Flores as to content and detail of this Work Authorization No. # 2.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____as indicated below and effective as of _____ day of _____, 2009.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

_____
By: Jacinto Garza

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas III, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Project Cost Proposal

ATTACHMENT "A"

Scope of Services (Owner)

PROJECT: **Mile 2 North Bridge Replacement**

Project in Hidalgo County Precinct No. Three (3)

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Documents, Plans, and Specifications** for the **Mile 2 North Bridge Replacement Project.**

ATTACHMENT "B"

Scope of Services (Engineer)

PROJECT: **Mile 2 Bridge Replacement**

Project in Hidalgo County Precinct No. Three (3)

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Geotechnical Engineering Services.**

The Scope of Work is identified as follows:

- ***Geotechnical Engineering Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Geotechnical Engineering Services(Reports)

L&G Engineering Laboratory, L.L.C. will provide drilling services for **Hidalgo County Pct. No. 3 Mile 2 North Bridge Replacement Project.** Soil samples will be removed from the sample apparatus during drilling operations. One of our geologists or engineering technicians will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to our soils laboratory for testing. The tests performed on these samples will include Moisture Content, Liquid Limit, Plastic Limit, Plasticity Index and Materials Finer that No. 200. Unconfined compressive strength and Dry Unit Weight tests will be performed as necessary to provide detailed description of undisturbed samples.

Drilling services will also include a 24-hour water level reading at each boring location. Piezometers, when required, be installed to maintain the integrity of the borehole overnight or over a weekend. Following completion of drilling, sampling, and subsurface water monitoring operations, all boreholes will be backfilled with soil cuttings from the completed borings. If enough soil cuttings are unavailable, clean sand will be used to backfill the completed boreholes. If a piezometer is installed, the pipe will be removed following the water level readings and the borehole backfilled as described above.

Once all of the Engineering Properties of the soils have been determined, the final Log of Boring is created using the field and laboratory data. Included in the Log of Boring are THD Penetrometer Blow Counts, actual Moisture Contents, Plasticity Indices, and other laboratory test data obtained during the laboratory testing phase of the project. Proper description and location of strata, ground water elevations and test hole elevations will also be included in the Log of Boring.

Engineering Services

Engineering analysis will be conducted after reviewing the results of both the field and laboratory phases of the study. The findings and conclusions derived from the analyses will be presented in a written engineering report which will be prepared by the engineer. The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples and subsurface water conditions encountered. The report will provide engineering recommendations for:

- Pier capacity curves; and
- Soil parameters that may be used in designing the foundations for the planned structures.

The geotechnical report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil and foundation aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

This contract **does not** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to re-grade the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required; or
- Encountering hazardous or contaminated soils or substances during our field activities.

Hidalgo County Precinct No. 3 will be notified should these services become necessary for the completion of field exploration activities.

This proposal **does** include activities and corresponding costs that may be associated with locating buried utilities or pipelines as follows:

- Providing PVC pipe for water level readings; and
- Clearing the boring locations for underground utilities.

Hidalgo County Precinct No. 3 will be responsible for obtaining any necessary permits or authorization to egress areas where the borings are to be drilled.

ATTACHMENT "C"
Work Schedule

***PROJECT*: Mile 2 North Bridge Replacement Project in Hidalgo County Precinct No. Three (3)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 3** with **Geotechnical Engineering Services** as outlined in **Contract Agreement C-09-177-05-26.**

ATTACHMENT "D"

Cost Proposal

PROJECT: **Mile 2 North Bridge Replacement Project in Hidalgo County Precinct No. Three (3).**

(See Attached)

ATTACHMENT "D"

Cost Proposal-Geotechnical Services-Mile 2 North Bridge Project

	SERVICES		UNITS	UNITS	UNIT COST	TOTAL COST
I.	**Project Management / Review**					
	A. Senior Project Engineering Specialist		Hours	8	$ 107.70	$ 861.60
	B. Typing and Clerical		Hours			
	C. Lodging		Day			
	D. Mileage		Mile			
	E. Air Travel		Trip			
II.	**Utility Clear. / Boring Locates**					
	A. Technician (Locate Borings)(Util Clr)		Hours	8	$ 43.10	$ 344.80
	B. Surveyor / Tie Boring Locations		LS		$ -	$ -
	C. Rebar (stakes with impalement covers)		Cost +12.5%			
	D. Vehicle Charge		Mile			
	E. Mileage		Mile	120	$ 0.470	$ 56.40
III.	**Field Exploration**					
A	Mobilization/Demob. Per Day/Per Drill Rig		Day	2	$ 400.00	$ 800.00
B	Field Exploration					
	1. ASTM Drilling and SPT or Shelby		Feet			$ -
	2. TxDOT Drilling		Feet	140	$ 28.00	$ 3,920.00
	3. Overburden Drilling		Feet			
	4. Texas Cone Penetration Tests		Each	28	$ 5.00	$ 140.00
	5. Field Logger / Engineering Tech		Hour	24	$ 43.10	$ 1,034.40
	6. Logger's Assistant (Sample Id)		Hour			$ -
	7. Piezometers (temporary)		Each			$ -
	8. Drilling Supplies (IBWC Spec.)		LS			$ -
	9. Vehicle Charge (Support Veh)		Mile	240	$ 1.50	$ 360.00
IV	**Engineering Data Analysis / Report**					
	1. Staff Engineer (Report)		Hours	16	$ 143.70	$ 2,299.20
	2. Engineering Spec. (Soil Classification)		Hours	8	$ 107.70	$ 861.60
	3. Engineering Spec. (Boring Logs)		Hours	8	$ 107.70	$ 861.60
	4. Moisture Content		Ea.	28	$ 9.55	$ 267.40
	5. Atterberg Limits		Ea.	28	$ 71.80	$ 2,010.40
	6. -200 Determination		Ea.	28	$ 59.90	$ 1,677.20
	7. Consolidation Tests		Ea.		$ -	$ -
	8. Unconsolidated, Undrained Triax		Ea.		$ -	$ -
	9. Unit Dry Weight/void rat/ UC		Ea.		$ -	$ -
	10. Hydrometer Analysis		Ea.		$ -	$ -
	10. Hydraulic Conductivity		Ea.		$ -	$ -
			Ea.		$ -	$ -
	Project Total					$ 15,494.60

AI-16046 **9.E.**

Renewal/Extensions For Harris County Department Of Education and The Interlocal Purchasing System (TIPS)

CC CONSENT

Date:	06/22/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Requesting authority to exercise the option to renew/extend for an additional year period as provided in current ***County Master Service Interlocal*** by and between ***Hidalgo County with Harris County Department Of Education (HCDE)***, thus allowing the County to still be a member of the Cooperative Purchasing Program; and ***Interlocal Addendum #1 with Choice Facility Partners awarded vendor "Herrera & Hunt" for Job Order Contract (JOC) Services*** via its JOC Contractors; and ***Purchasing Cooperative for purchasases of products/services*** and expand procurement resources that are compliant with bidding requirements. E-08-192-04-22-To be effective from July 4, 2009 through July 3, 2010;

2. Requesting authority to exercise the option to renew/extend for an additional year period as provided in current Interlocal by and between ***Hidalgo County*** with ***Region VIII Education Service Center's Cooperative Purchasing Program awarded vendor "The Interlocal Purchasing System (TIPS)"*** as additional resource for the ***procurement of goods and/or services*** through Region VIII awarded vendors, thus allowing the County to still be a member of the Cooperative Purchasing Program and utilize the procurement resources that are compliant with bidding requirements. E-08-228-05-13-To be effective from July 17, 2009 through July 16, 2010.

NOTE: No memberships dues or fees required.

BACKGROUND

Interlocals with Harris County Department Of Education and Region VIII Education Service Center's Cooperative Purchasing Program is automatically renewed/extended each year with member, but for practical purposes, The Purchasing Department wishes to have CC approve such requests.

Fiscal Impact

FISCAL YEAR:	ACCT. #:
FUNDS AVAILABLE Y/N?:	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	

No membership fees are required; no budgetary impact.

Attachments

Link: E-08-192-04-22-HCDE-Interlocal Documentation

Link: E-08-228-05-13-Region VIII-TIPS Interlocal Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2009 01:03 PM	APRV
2	Budget & Management	Veronica Lopez	06/17/2009 01:29 PM	APRV
3	Ivan Cantu	Ivan Cantu	06/17/2009 01:39 PM	APRV
4	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Vangie Garcia

Started On: 06/16/2009 04:04 PM

Final Approval Date: 06/18/2009

10. **Requesting authority to exercise the last one (1) year option to renew and extend (as provided under the current agreement) with "Lava ConceptsConsulting Services" for C-07-082-05-06-Hidalgo County For Sage Millenium Financial Software Consulting Services", under the same rates, terms and conditions.**

    NO ACTION taken on this item.

11. **A. Presentation for consideration, discussion, and approval to renew/extend for another year the "County Master Service Interlocal Contract" (previously approved by CC on 07/03/07) between Harris County Department of Education (HCDE) and Hidalgo County, thus allowing the County to still be a member of the Cooperative Purchasing Program and utilize the procurement resources that are compliant with bidding requirements. Note: No membership dues or fees required.**

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

    B. Presentation for consideration, discussion, and approval to renew/extend for another year the "Interlocal Contract(s) Addendum #1-(HCDE)-Choice Facility Partners", for Job Order Contract ("JOC") Services via its JOC contractors and "(HCDE)-Purchasing Cooperative", for purchases of products/services and expand procurement resources that are compliant with bidding requirements. Note: No membership dues or fees required.

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

12. **A. Presentation for discussion, consideration and action on a recommendation by project engineer Hinojosa Engineering, Inc. to award to the lowest bidder meeting all specifications for bid No CAP-08-008-03-26-LRM "Paving & Drainage Construction for Villa Capri" and approval of contract subject to legal review and TXDOT approval.**

    On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval with the corrected amount of $98,217.00.

    B. Presentation for discussion, consideration and action on a recommendation by project engineer Hinojosa Engineering, Inc. to award to the lowest bidder meeting all specifications for bid No CAP-08-007-03-26-LRM "Paving & Drainage Construction for Chula Vista Subdivision and Walton Subdivision" and approval of contract subject to legal review and TXDOT approval.

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

    At this time Commissioner Flores returns.

    At this time Commissioner Garza steps out.

AI-8840 **33.A.0.**

Harris County Department Of Education (HCDE)

CC REGULAR

Date: 04/22/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Presentation for consideration, discussion, and approval to renew/extend for another year the "County Master Service Interlocal Contract" (previously approved by CC on 07/03/07) between Harris County Department of Education (HCDE) and Hidalgo County, thus allowing the County to still be a member of the Cooperative Purchasing Program and utilize the procurement resources that are compliant with bidding requirements. Note: No membership dues or fees required.
B. Presentation for consideration, discussion, and approval to renew/extend for another year the "Interlocal Contract(s) Addendum #1-(HCDE)-Choice Facility Partners", for Job Order Contract ("JOC") Services via its JOC contractors and "(HCDE)-Purchasing Cooperative", for purchases of products/services and expand procurement resouces that are compliant with bidding requirements. Note: No membership dues or fees required.

BACKGROUND

Interlocal(s) with Harris County Department of Education (HCDE) are automatically renewed/extended each year with members, but for practical purposes, Purchasing Department wishes to have CC approve on such request.

Fiscal Impact

FISCAL YEAR: N/A **ACCT. #:** N/A
FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Approval of items 1 & 2 do not require funding. No budgetary impact as of 4-15-08.

Attachments

Link: HCDE Interlocal(s)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	04/10/2008 04:43 PM	CREATED
1	Purchasing Department	Marty Salazar	04/15/2008 12:15 PM	APRV
2	Budget & Management	Dina Trevino	04/15/2008 01:30 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/15/2008 02:44 PM	APRV

4	Auditor's Office	NEW
5	Court Administrator	
Form Started By: Vangie Garcia		Started On: 04/10/2008 04:43 PM

County Master Service Interlocal Contract
Between
Harris County Department of Education & Hidalgo County

Pursuant to the Interlocal Cooperation Act, chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and Hidalgo County ("County") located in Edinburg, Texas, for the purpose of providing governmental services.

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide services in the State of Texas. County is duly authorized to provide governmental services within the State of Texas. Both HCDE and County desire to set forth in writing the terms and conditions of this agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of which the parties fairly compensate the performing for the services or functions performed, the parties intending to be legally bound agree as follows:

1. Purpose. County agrees to retain HCDE and HCDE agrees to provide services to County to perform the duties and all the necessary labor and resources needed to provide the services set forth in each independent contractual agreement within the HCDE divisions that the County wishes to participate. HCDE shall perform such contractual governmental services and duties with reasonable care, skill, judgment, experience, and in a professional business-like manner.

2. Term. This Contract is effective from **July 3, 2007** and shall automatically renew from year to year unless either party gives thirty (30) days prior written notice of non-renewal. This agreement may be terminated by either party with or without cause with thirty (30) days written notice.

3. Agreement. The terms of this Contract shall apply and will be considered a part of any Addenda for services delivered by HCDE. This Contract and the attached and incorporated Addenda, purchase orders, or exhibits, if any, contain the entire contract of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.

4. Scope of Work.

A. HCDE agrees to:

- Provide County with subsequent independent addenda and/or descriptive offerings of each of the programs that HCDE offers through its respective divisions.
- Provide services upon the submission of independent addenda or purchase orders within the HCDE divisions.
- Conduct, as a minimum, an annual audit or survey, as appropriate, for each of the programs.
- Assist in marketing efforts of HCDE programs with County constituents, as applicable.

B. County agrees to:

- Participate in any or all of the services that HCDE has to offer.
- Submit independent addenda for each of the programs it wishes to purchase/ collaborate.
- Agree to follow the terms and conditions of each independent addendum or purchase orders for each of the programs.
- Assign the appropriate person to act as representative to each respective program delivered.
- Assist in the joint marketing of programs being delivered, if opportunity arises.

5. Payment. HCDE anticipates it will receive payment for services rendered in an amount sufficient to cover the costs of services under each independent addendum with HCDE divisions. Notwithstanding anything to the contrary in this Contract, this Contract is contingent upon HCDE receiving payment. In the event HCDE does not receive those payments from County and/or contractors, HCDE may terminate this Contract or reduce the scope of work provided under this Contract without pecuniary risk or penalty, at its sole discretion. Payment requirements will be described in each separate addendum in this contract.

6. Confidentiality. HCDE agrees that all knowledge and information that HCDE may receive from County, its' employees, or by virtue of the performance of services under and pursuant to this agreement; and all information provided by HCDE to County in reports of work done, together with any other information acquired or gained by HCDE, shall for all time and for all purposes be regarded by HCDE as strictly confidential and shall be held by HCDE in confidence, and solely for the benefit and use of County, and shall not be used by HCDE directly or indirectly except with written permission from County.

7. Assignment. Neither this Contract nor any duties or obligations entered in subsequent addenda because of this agreement it shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

8. Conflict of Interest. During the Term of HCDE's service to County, County, shall not, directly or indirectly, whether for County's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE without agreement from HCDE.

9. Contract Amendment. This Contract may be amended only by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.

10. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

HCDE	**Hidalgo County**
Harris County Department of Education	Name: **Juan D. Salinas, III-County Judge**
Attn: John E. Sawyer, Ed.D.	Attn: **Martha L. Salazar**
County School Superintendent	Title: **CPPB, Purchasing Agent**
6300 Irvington Blvd.	Address 1: **100 E. Cano Street, 4th**
Houston, Texas 77022	**Edinburg, Texas 78539**

11. Relation of Parties. It is the intention of the parties that County be independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and County or HCDE and any of County's agents or employees.

12. Hold Harmless. County shall protect, hold harmless HCDE from any and all, loss, claims, assessments, suits in law or in equity, expenses, attorney's fees and damages arising from County's actual or alleged infringement of any United States or foreign patent, trademark or copyright in connection with this Contract to the extent permitted by law.

13. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide County these services. During the Term of Contract, County reserves the right to use all available resources to procure other governmental services as needed and, in doing so, will not violate any rights of HCDE.

14. Termination. In addition to the rights contained in Article 2 Term, this Contract may be terminated prior to the expiration of the Term hereof as follows:
- By County upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
- By mutual written agreement of the parties, upon thirty (30) days prior notice; or
- By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.

15. Master Contract. This Contract can be utilized as the Master Contract. This means that HCDE and County may enter into one or more agreements in the future by signing Addenda for services with various HCDE divisions. The general terms and conditions contained in this Contract will serve to outline the working relationship between HCDE and County. The specific terms and conditions of the addenda will govern that individual

contract. In the case of a conflict between the master contract and any addenda, the provisions of the addenda will rule.

All current contracts shall be grandfathered and shall remain in effect until the end of their contract period or until they come up for renewal.

16. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.

17. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.

18. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.

19. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

20. Payment from Current Revenues. Any payment to be made by County shall be in accordance with Texas Government Code 79.001.

In witness whereof, HCDE and County have executed this Contract to be effective on the date specified in Article 2. Term above:

Hidalgo County
NAME OF COUNTY

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

Harris County Department of Education

John E. Sawyer, Ed.D.

County School Superintendent

WITNESS, our hands in duplicate originals this_____ day of_____, 2007.

COUNTY OF HIDALGO

By:_____

Juan D. Salinas, III County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

COMPANY: Harris County Department Of Education

By:_____

Printed Name: John E. Sanchez, Jr.

Title: County Superintendent

Approved on Commissioners' Court July 3, 2007

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

APPROVED BY
COMMISSIONERS' COURT
ON: 7/3/07

Harris County Department of Education
& Hidalgo County
Interlocal Contract Addendum # _1_ - Purchasing Cooperative

This is addendum # _1_ to Master Interlocal Contract between Harris County Department of Education (HCDE) and Hidalgo County, date July 3, 2007 for participation in the Purchasing Cooperative.

Preamble

The Harris County Department of Education Purchasing Division, a governmental entity of the State of Texas, makes available its Purchasing Cooperative to Hidalgo County.

Specific Terms and Conditions

1. **Purpose. This contract is made and entered for the purpose of providing cooperative services to obtain substantial savings for Hidalgo County and other government entities through volume purchasing in Harris County, Texas and states the terms, roles and responsibilities of the contracting parties during the contract term.**

2. **Term. This addendum is effective from July 3, 2007, and shall automatically renew in accordance with Paragraph 2 of the Master Interlocal contract.**

3. **Scope of Work.**

   A. HCDE agrees to:
   - **Establish the administrative and organizational structure of the program.**
   - **Provide all necessary supporting documents related to the bidding and vendor selection process.**
   - **Establish the procedures for ordering, delivering, and billing.**
   - **Obtain historical usage information from entities in preparing cooperative bids.**
   - **When appropriate assist cooperative members in resolving buyer/seller discrepancies.**
   - **Market contracts on HCDE Purchasing Cooperative webpage www.hcde-texas.org.**

   B. Hidalgo County agrees to:
   - **Assign or direct a person to act under the cooperative program.**
   - **Abide by terms and conditions of the contract established by the purchasing cooperative and seller.**
   - **For Hidalgo County purchases only, prepare purchase orders out to seller and pay invoices according to payment terms.**
   - **Commit to purchase products and services that are awarded when it is in the best interest of the cooperative member.**

4. **Amendment. This Addendum may only be amended by the mutual agreement of both parties in writing and attached to and incorporated in this Addendum.**

5. **Representative. HCDE Purchasing Co-op and Hidalgo County will appoint the following representatives so that correspondence and coordination may be established between the contracting parties. Contact information is provided as follows, and shall be updated as necessary:**

Harris County Department of Education	**Hidalgo County**
Attention: Alfonso Saldivar	**Attn: Juan D. Salinas, III**
Director of Purchasing	**Title: Hidalgo County Judge**
6300 Irvington Boulevard	**Address1: 100 E. Cano St, 2nd Floor**
Houston, Texas 77022	**Edinburg, Texas 78539**
Phone: (713) 694-6300	**Contact: Martha L. Salazar**

Agreed to on this 3rd day of July, 2007:

HIDALGO COUNTY AUTHORIZED SIGNATURE **HCDE AUTHORIZED SIGNATURE**

WITNESS, our hands in duplicate originals this_____ day of_____, 2007.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY: Harris County Department Of Education

By:_____

Printed Name: JOHN E. SAWYER, II

Title: County Superintendent

Approved on Commissioners' Court July 3, 2007

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

APPROVED BY
COMMISSIONERS' COURT
ON: 7/3/07

Harris County Department of Education
& Hidalgo County
Interlocal Contract Addendum #_1_- Choice Facility Partners

This is addendum # 1 to the Master Interlocal Contract between Harris County Department of Education & Hidalgo County ("ENTITY"), dated July 3, 2007 for Job Order Contract ("JOC") services via its JOC contractors.

Preamble

The Harris County Department of Education Choice Facility Partners Division ("HCDE/Choice Facility Partners"), a governmental entity of the State of Texas, makes available its job order contract ("JOC") program and other facility contracts to ENTITY.

Specific Terms and Conditions

1. Purpose. The purpose of this Addendum is to state the specific terms and conditions under which HCDE/Choice Facility Partners will provide JOC services via its JOC contractors, services such as modular buildings, professional services, third-party testing and other services to the ENTITY.

2. Term. This Addendum is effective from July 3, 2007.

3. Scope of Work.
   A. HCDE/Choice Facility Partners agrees to:
   - Provide copies of contractor agreements for those contractors in the ENTITY service area.
   - Provide the ENTITY any re-bids or changes in the contract and annual contract renewals.
   - Conduct, as a minimum, an annual audit for each of the contractors.

   B. ENTITY agrees to:
   - Follow the terms and conditions of the HCDE/Choice Facility Partners contracts.

4. Payments. ENTITY agrees to remit payments in a timely manner to contractors for services rendered at ENTITY, as per the terms of HCDE contracts with contractors. ENTITY shall forward copies of purchase orders to HCDE. Purchase orders are negotiated directly between participating ENTITY and contractor for scope of service.

5. Amendment. This Addendum may be amended only by the mutual agreement of both parties in writing and attached to and incorporated in this Addendum.

6. Assignment. Neither this Addendum nor any duties of obligations under it shall be assignable by either party without prior written acknowledgement and authorization of the other party.

7. Representative. HCDE/Choice Facility Partners and ENTITY will appoint the following representatives so that correspondence and coordination may be established between the contracting parties. Contact information is provided as follows, and shall be updated as necessary:

For HCDE/ Choice Facility Partners
Dean Zajicek
Director, Choice Facility Partners
6300 Irvington Boulevard
Houston, Texas 77022
Phone: 713-696-8208
email: dzajicek@hcde-texas.org

For ENTITY
NAME: **Juan D. Salinas, III**
TITLE: **Hidalgo County Judge**
ADDRESS: **100 E. Cano St, 2nd Floor**
ADDRESS: _____
PHONE: **956-318-2600**
EMAIL: **jd.salinas@hidalgocountyjudge.com**

Agreed to on this 2nd day of **July, 2007**

ENTITY AUTHORIZED SIGNATURE

HCDE AUTHORIZED SIGNATURE

WITNESS, our hands in duplicate originals this_____ day of_____, 2007.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

COMPANY: Harris County Department Of Education

By:_____

Printed Name: JOHN E. SKLAVER

Title: County Superintendent

Approved on Commissioners' Court July 3, 2007

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

APPROVED BY
COMMISSIONERS' COURT
ON: 7/3/07

5. **Presentation for discussion, consideration and action Including, but not limited to, the following items in connection with construction of a new facility to house the Hidalgo County Adult Probation Dept.:**
a) General status report by project architect (when necessary) or purchasing department
b) Other related items

NO ACTION taken on this item.

6. **Presentation for discussion, consideration and action Including, but not limited to, the following items in connection with construction of a new Hon Mario E. Ramirez, Jr. Juvenile Detention Facility:**
a) General status report by project architect (when necessary) or purchasing department
b Other related items

NO ACTION taken on this item.

7. **Requesting authority to advertise for a Request for Qualifications for "Independent Audit Services for Hidalgo County" (07-261) with approval of draft qualifications, scope of services and requirements including the term(s) of the engagement of fiscal years as follows:**
A. Fiscal Years 2007-2008, with County's option to extend engagement to include Fiscal Years 2009 & 2010; or,

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

B. Fiscal year(s)_____ & _____ with County's option to extend for Fiscal Years _____ & _____

NO ACTION taken on this item.

8. **A. Presentation for consideration, discussion, and approval of a "County Master Service Interlocal Contract" between Harris County Department of Education (HCDE) and Hidalgo County, thus allowing the County to become a member of the Cooperative Purchasing Program and expand procurement resources that are compliant with bidding requirements with authority for County Judge or Presiding Officer/Member of CC to execute the document (5).; Note: NO membership dues or fees required.**

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

B. Presentation for consideration, discussion, and approval of "Interlocal Contract(s) Addendum #1-(HCDE)-Choice Facility Partners", for Job Order Contract ("JOC") Services via its JOG contractors and "(HCDE)-Purchasing Cooperative ", for purchases of products/services and expand procurement resources that are compliant with bidding requirements with authority for County Judge or Presiding Officer/Member of CC to execute document(s). Note: NO membership dues or fees required.

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

9. **Requesting authority to advertise and approval draft specifications/requirements as attached hereto for "RFB: 07-1 99-07-25-YSI-Concrete Mix & Delivery Services - Hidalgo County.**

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a VOTE of approval.

Judge Salinas – Abstain.

10. **Presentation for discussion, consideration and approval of: Settlement Statements, Deeds and applicable Closing Documents with authority for County Judge and/or Presiding Officer/Commissioner to execute same and for County Auditor to issue payments thru manual check(s) (if required/or applicable) for the property described in the Earnest Money Contract as:**

A. **South Texas Wildhorse Desert Investments, Inc., 210 North Glosner and further legal description as: Lots 11 through 18, inclusive, Block 210, and any and all alley ways or what purports to be alley ways lying between said lots, particularly that strip lying immediately South of Lot 12 and North of Lots 13 through 18, inclusive, Block 210 Original Townsite of Edinburg, Hidalgo County, Texas, according to the map thereof recorded in Volume 1, Page 3, and Amended Map recorded in Volume 1, Page 23, Map records, Hidalgo County, Texas;**

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

11. **Requesting approval of a lease agreement with Tri-County Communications, LTD for the "Lease of Tower for Antenna and Gable use of a Motorola Repeater" for the Hidalgo County Fire Marshal's Office.**

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

12. **Requesting approval of change directive No. One (1) (decrease) in the amount of $25,413.10 to reduce construction contract amount, from Spacemaker Construction in connection with "Sally Port and Backup Power" , with authority for County Judge to execute document.**

NO ACTION taken on this item.

12.A.8.

AI-4378
Harris County Department Of Education (HCDE)
CC REGULAR

Date: 07/03/2007
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Presentation for consideration, discussion, and approval of a "County Master Service Interlocal Contract" between Harris County Department of Education (HCDE) and Hidalgo County, thus allowing the County to become a member of the Cooperative Purchasing Program and expand procurement resources that are compliant with bidding requirements with authority for County Judge or Presiding Officer/Member of CC to execute the document(s).; Note: NO membership dues or fees required.

B. Presentation for consideration, discussion, and approval of "Interlocal Contract(s) Addendum #1-(HCDE)-Choice Facility Partners", for Job Order Contract ("JOC") Services via its JOC contractors and "(HCDE)-Purchasing Cooperative ", for purchases of products/services and expand procurement resources that are compliant with bidding requirements with authority for County Judge or Presiding Officer/Member of CC to execute document(s). Note: NO membership dues or fees required.

BACKGROUND

Fiscal Impact

FISCAL YEAR:
ACCT. #: No fiscal impact
FUNDS AVAILABLE Y/N?:
MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No fiscal impact

Attachments

Link: HCDE Master Interlocal
Link: HCDE Interlocal-Choice Facility Partners
Link: HCDE Interlocal-Purchasing Cooperative

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	06/25/2007 05:05 PM	CREATED
1	Purchasing Department	Marty Salazar	06/26/2007 04:10 PM	APRV
2	Budget & Management	Dina Trevino	06/27/2007 03:58 PM	APRV

County Master Service Interlocal Contract
Between
Harris County Department of Education & Hidalgo County

Pursuant to the Interlocal Cooperation Act, chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and Hidalgo County ("County") located in Edinburg, Texas, for the purpose of providing governmental services.

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide services in the State of Texas. County is duly authorized to provide governmental services within the State of Texas. Both HCDE and County desire to set forth in writing the terms and conditions of this agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of which the parties fairly compensate the performing for the services or functions performed, the parties intending to be legally bound agree as follows:

1. Purpose. County agrees to retain HCDE and HCDE agrees to provide services to County to perform the duties and all the necessary labor and resources needed to provide the services set forth in each independent contractual agreement within the HCDE divisions that the County wishes to participate. HCDE shall perform such contractual governmental services and duties with reasonable care, skill, judgment, experience, and in a professional business-like manner.

2. Term. This Contract is effective from **July 3, 2007** and shall automatically renew from year to year unless either party gives thirty (30) days prior written notice of non-renewal. This agreement may be terminated by either party with or without cause with thirty (30) days written notice.

3. Agreement. The terms of this Contract shall apply and will be considered a part of any Addenda for services delivered by HCDE. This Contract and the attached and incorporated Addenda, purchase orders, or exhibits, if any, contain the entire contract of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.

4. Scope of Work.

A. HCDE agrees to:

- Provide County with subsequent independent addenda and/or descriptive offerings of each of the programs that HCDE offers through its respective divisions.
- Provide services upon the submission of independent addenda or purchase orders within the HCDE divisions.
- Conduct, as a minimum, an annual audit or survey, as appropriate, for each of the programs.
- Assist in marketing efforts of HCDE programs with County constituents, as applicable.

B. County agrees to:

- Participate in any or all of the services that HCDE has to offer.
- Submit independent addenda for each of the programs it wishes to purchase/ collaborate.
- Agree to follow the terms and conditions of each independent addendum or purchase orders for each of the programs.
- Assign the appropriate person to act as representative to each respective program delivered.
- Assist in the joint marketing of programs being delivered, if opportunity arises.

5. Payment. HCDE anticipates it will receive payment for services rendered in an amount sufficient to cover the costs of services under each independent addendum with HCDE divisions. Notwithstanding anything to the contrary in this Contract, this Contract is contingent upon HCDE receiving payment. In the event HCDE does not receive those payments from County and/or contractors, HCDE may terminate this Contract or reduce the scope of work provided under this Contract without pecuniary risk or penalty, at its sole discretion. Payment requirements will be described in each separate addendum in this contract.

6. Confidentiality. HCDE agrees that all knowledge and information that HCDE may receive from County, its' employees, or by virtue of the performance of services under and pursuant to this agreement; and all information provided by HCDE to County in reports of work done, together with any other information acquired or gained by HCDE, shall for all time and for all purposes be regarded by HCDE as strictly confidential and shall be held by HCDE in confidence, and solely for the benefit and use of County, and shall not be used by HCDE directly or indirectly except with written permission from County.

7. Assignment. Neither this Contract nor any duties or obligations entered in subsequent addenda because of this agreement it shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

8. Conflict of Interest. During the Term of HCDE's service to County, County, shall not, directly or indirectly, whether for County's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE without agreement from HCDE.

9. Contract Amendment. This Contract may be amended only by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.

10. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

HCDE	**Hidalgo County**
Harris County Department of Education	Name: **Juan D. Saljnas, III-County Judge**
Attn: John E. Sawyer, Ed.D.	Attn: **Martha L. Salazar**
County School Superintendent	Title: **CPPB, Purchasing Agent**
6300 Irvington Blvd.	Address 1: **100 E. Cano Street, 4th**
Houston, Texas 77022	**Edinburg, Texas 78539**

11. Relation of Parties. It is the intention of the parties that County be independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and County or HCDE and any of County's agents or employees.

12. Hold Harmless. County shall protect, hold harmless HCDE from any and all, loss, claims, assessments, suits in law or in equity, expenses, attorney's fees and damages arising from County's actual or alleged infringement of any United States or foreign patent, trademark or copyright in connection with this Contract to the extent permitted by law.

13. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide County these services. During the Term of Contract, County reserves the right to use all available resources to procure other governmental services as needed and, in doing so, will not violate any rights of HCDE.

14. Termination. In addition to the rights contained in Article 2 Term, this Contract may be terminated prior to the expiration of the Term hereof as follows:
- By County upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
- By mutual written agreement of the parties, upon thirty (30) days prior notice; or
- By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.

15. Master Contract. This Contract can be utilized as the Master Contract. This means that HCDE and County may enter into one or more agreements in the future by signing Addenda for services with various HCDE divisions. The general terms and conditions contained in this Contract will serve to outline the working relationship between HCDE and County. The specific terms and conditions of the addenda will govern that individual

contract. In the case of a conflict between the master contract and any addenda, the provisions of the addenda will rule.

All current contracts shall be grandfathered and shall remain in effect until the end of their contract period or until they come up for renewal.

16. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.

17. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.

18. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.

19. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

20. Payment from Current Revenues. Any payment to be made by County shall be in accordance with Texas Government Code 79.001.

In witness whereof, HCDE and County have executed this Contract to be effective on the date specified in Article 2. Term above:

Hidalgo County
NAME OF COUNTY

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

Harris County Department of Education

John E. Sawyer, Ed.D.

County School Superintendent

WITNESS, our hands in duplicate originals this_____ day of_____, 2007.

COUNTY OF HIDALGO

By:_____

Juan D. Salinas, III County Judge

ATTEST:

_____

Arturo Guajardo, Jr. County Clerk

COMPANY: Harris County Department Of Education

By:_____

Printed Name: John E. Sanchez, Jr.

Title: County Superintendent

Approved on Commissioners' Court July 3, 2007

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

APPROVED BY
COMMISSIONERS' COURT
ON: 7/3/07

Harris County Department of Education
& Hidalgo County
Interlocal Contract Addendum # _1_ - Purchasing Cooperative

This is addendum # _1_ to Master Interlocal Contract between Harris County Department of Education (HCDE) and Hidalgo County, date July 3, 2007 for participation in the Purchasing Cooperative.

Preamble

The Harris County Department of Education Purchasing Division, a governmental entity of the State of Texas, makes available its Purchasing Cooperative to Hidalgo County.

Specific Terms and Conditions

1. **Purpose. This contract is made and entered for the purpose of providing cooperative services to obtain substantial savings for Hidalgo County and other government entities through volume purchasing in Harris County, Texas and states the terms, roles and responsibilities of the contracting parties during the contract term.**

2. **Term. This addendum is effective from July 3, 2007, and shall automatically renew in accordance with Paragraph 2 of the Master Interlocal contract.**

3. **Scope of Work.**

   A. HCDE agrees to:
   - **Establish the administrative and organizational structure of the program.**
   - **Provide all necessary supporting documents related to the bidding and vendor selection process.**
   - **Establish the procedures for ordering, delivering, and billing.**
   - **Obtain historical usage information from entities in preparing cooperative bids.**
   - **When appropriate assist cooperative members in resolving buyer/seller discrepancies.**
   - **Market contracts on HCDE Purchasing Cooperative webpage www.hcde-texas.org.**

   B. Hidalgo County agrees to:
   - **Assign or direct a person to act under the cooperative program.**
   - **Abide by terms and conditions of the contract established by the purchasing cooperative and seller.**
   - **For Hidalgo County purchases only, prepare purchase orders out to seller and pay invoices according to payment terms.**
   - **Commit to purchase products and services that are awarded when it is in the best interest of the cooperative member.**

4. **Amendment. This Addendum may only be amended by the mutual agreement of both parties in writing and attached to and incorporated in this Addendum.**

5. **Representative. HCDE Purchasing Co-op and Hidalgo County will appoint the following representatives so that correspondence and coordination may be established between the contracting parties. Contact information is provided as follows, and shall be updated as necessary:**

Harris County Department of Education
Attention: Alfonso Saldivar
Director of Purchasing
6300 Irvington Boulevard
Houston, Texas 77022
Phone: (713) 694-6300

Hidalgo County
Attn: Juan D. Salinas, III
Title: Hidalgo County Judge
Address1: 100 E. Cano St, 2nd Floor
Edinburg, Texas 78539
Contact: Martha L. Salazar

Agreed to on this 3rd day of July, 2007:

HIDALGO COUNTY AUTHORIZED SIGNATURE

HCDE AUTHORIZED SIGNATURE

WITNESS, our hands in duplicate originals this_____ day of_____, 2007.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY: **Harris County Department Of Education**

By:_____

Printed Name: JOHN E. SAWYER, II

Title: Assistant Superintendent

Approved on Commissioners' Court **July 3, 2007**

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

APPROVED BY
COMMISSIONERS' COURT
ON: 7/3/07

Harris County Department of Education
& Hidalgo County
Interlocal Contract Addendum #_1_ - Choice Facility Partners

This is addendum # _1_ to the Master Interlocal Contract between Harris County Department of Education & Hidalgo County ("ENTITY"), dated **July 3, 2007** for Job Order Contract ("JOC") services via its JOC contractors.

Preamble

The Harris County Department of Education Choice Facility Partners Division ("HCDE/Choice Facility Partners"), a governmental entity of the State of Texas, makes available its job order contract ("JOC") program and other facility contracts to ENTITY.

Specific Terms and Conditions

1. Purpose. The purpose of this Addendum is to state the specific terms and conditions under which HCDE/Choice Facility Partners will provide JOC services via its JOC contractors, services such as modular buildings, professional services, third-party testing and other services to the ENTITY.

2. Term. This Addendum is effective from **July 3, 2007**.

3. Scope of Work.
   A. HCDE/Choice Facility Partners agrees to:
   - Provide copies of contractor agreements for those contractors in the ENTITY service area.
   - Provide the ENTITY any re-bids or changes in the contract and annual contract renewals.
   - Conduct, as a minimum, an annual audit for each of the contractors.

   B. ENTITY agrees to:
   - Follow the terms and conditions of the HCDE/Choice Facility Partners contracts.

4. Payments. ENTITY agrees to remit payments in a timely manner to contractors for services rendered at ENTITY, as per the terms of HCDE contracts with contractors. ENTITY shall forward copies of purchase orders to HCDE. Purchase orders are negotiated directly between participating ENTITY and contractor for scope of service.

5. Amendment. This Addendum may be amended only by the mutual agreement of both parties in writing and attached to and incorporated in this Addendum.

6. Assignment. Neither this Addendum nor any duties of obligations under it shall be assignable by either party without prior written acknowledgement and authorization of the other party.

7. Representative. HCDE/Choice Facility Partners and ENTITY will appoint the following representatives so that correspondence and coordination may be established between the contracting parties. Contact information is provided as follows, and shall be updated as necessary:

For HCDE/ Choice Facility Partners
Dean Zajicek
Director, Choice Facility Partners
6300 Irvington Boulevard
Houston, Texas 77022
Phone: 713-696-8208
email: dzajicek@hcde-texas.org

For ENTITY
NAME: **Juan D. Salinas, III**
TITLE: **Hidalgo County Judge**
ADDRESS: **100 E. Cano St, 2nd Floor**
ADDRESS:
PHONE: **956-318-2600**
EMAIL: **jd.salinas@hidalgocountyjudge.com**

Agreed to on this 3rd day of **July, 2007**

ENTITY AUTHORIZED SIGNATURE

HCDE AUTHORIZED SIGNATURE

WITNESS, our hands in duplicate originals this_____ day of_____, 2007.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

COMPANY: Harris County Department Of Education

By:_____

Printed Name: John Ed Sawyer

Title: County Superintendent

Approved on Commissioners' Court July 3, 2007

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

APPROVED BY
COMMISSIONERS' COURT
ON: 7/3/07

5. **Presentation for discussion, consideration and action Including, but not limited to, the following items in connection with construction of a new facility to house the Hidalgo County Adult Probation Dept.:**
a) General status report by project architect (when necessary) or purchasing department
b) Other related items

NO ACTION taken on this item.

6. **Presentation for discussion, consideration and action Including, but not limited to, the following items in connection with construction of a new Hon Mario E. Ramirez, Jr. Juvenile Detention Facility:**
a) General status report by project architect (when necessary) or purchasing department
b Other related items

NO ACTION taken on this item.

7. **Requesting authority to advertise for a Request for Qualifications for "Independent Audit Services for Hidalgo County" (07-261) with approval of draft qualifications, scope of services and requirements including the term(s) of the engagement of fiscal years as follows:**
A. Fiscal Years 2007-2008, with County's option to extend engagement to include Fiscal Years 2009 & 2010; or,

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

B. Fiscal year(s)_____ & _____ with County's option to extend for Fiscal Years _____ & _____

NO ACTION taken on this item.

8. **A. Presentation for consideration, discussion, and approval of a "County Master Service Interlocal Contract" between Harris County Department of Education (HCDE) and Hidalgo County, thus allowing the County to become a member of the Cooperative Purchasing Program and expand procurement resources that are compliant with bidding requirements with authority for County Judge or Presiding Officer/Member of CC to execute the document (5).; Note: NO membership dues or fees required.**

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

B. Presentation for consideration, discussion, and approval of "Interlocal Contract(s) Addendum #1-(HCDE)-Choice Facility Partners", for Job Order Contract ("JOC") Services via its JOG contractors and "(HCDE)-Purchasing Cooperative ", for purchases of products/services and expand procurement resources that are compliant with bidding requirements with authority for County Judge or Presiding Officer/Member of CC to execute document(s). Note: NO membership dues or fees required.

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

9. **Requesting authority to advertise and approval draft specifications/requirements as attached hereto for "RFB: 07-1 99-07-25-YSI-Concrete Mix & Delivery Services - Hidalgo County.**

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a VOTE of approval.

Judge Salinas – Abstain.

10. **Presentation for discussion, consideration and approval of: Settlement Statements, Deeds and applicable Closing Documents with authority for County Judge and/or Presiding Officer/Commissioner to execute same and for County Auditor to issue payments thru manual check(s) (if required/or applicable) for the property described in the Earnest Money Contract as:**

A. South Texas Wildhorse Desert Investments, Inc., 210 North Glosner and further legal description as: Lots 11 through 18, inclusive, Block 210, and any and all alley ways or what purports to be alley ways lying between said lots, particularly that strip lying immediately South of Lot 12 and North of Lots 13 through 18, inclusive, Block 210 Original Townsite of Edinburg, Hidalgo County, Texas, according to the map thereof recorded in Volume 1, Page 3, and Amended Map recorded in Volume 1, Page 23, Map records, Hidalgo County, Texas;

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

11. **Requesting approval of a lease agreement with Tri-County Communications, LTD for the "Lease of Tower for Antenna and Gable use of a Motorola Repeater" for the Hidalgo County Fire Marshal's Office.**

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

12. **Requesting approval of change directive No. One (1) (decrease) in the amount of $25,413.10 to reduce construction contract amount, from Spacemaker Construction in connection with "Sally Port and Backup Power" , with authority for County Judge to execute document.**

NO ACTION taken on this item.

12.A.8.

AI-4378
Harris County Department Of Education (HCDE)
CC REGULAR

Date: 07/03/2007
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Presentation for consideration, discussion, and approval of a "County Master Service Interlocal Contract" between Harris County Department of Education (HCDE) and Hidalgo County, thus allowing the County to become a member of the Cooperative Purchasing Program and expand procurement resources that are compliant with bidding requirements with authority for County Judge or Presiding Officer/Member of CC to execute the document(s).; Note: NO membership dues or fees required.

B. Presentation for consideration, discussion, and approval of "Interlocal Contract(s) Addendum #1-(HCDE)-Choice Facility Partners", for Job Order Contract ("JOC") Services via its JOC contractors and "(HCDE)-Purchasing Cooperative ", for purchases of products/services and expand procurement resources that are compliant with bidding requirements with authority for County Judge or Presiding Officer/Member of CC to execute document(s). Note: NO membership dues or fees required.

BACKGROUND

Fiscal Impact

FISCAL YEAR:
ACCT. #: No fiscal impact
FUNDS AVAILABLE Y/N?:
MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No fiscal impact

Attachments

Link: HCDE Master Interlocal
Link: HCDE Interlocal-Choice Facility Partners
Link: HCDE Interlocal-Purchasing Cooperative

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	06/25/2007 05:05 PM	CREATED
1	Purchasing Department	Marty Salazar	06/26/2007 04:10 PM	APRV
2	Budget & Management	Dina Trevino	06/27/2007 03:58 PM	APRV

BID LOG DATA ENTRY FORM

Bid No.	Buyer	Project Type	BID PROCESS STATUS
2008228	VYG	AGREEMENT	CLOSED

Bid Description
PROCUREMENT OF GOODS-SERVICES THRU COOP

10:49:45.84 AM

Department
HIDALGO COUNTY(ALL FUNDING SOURCES)

No. Assigned Date: **5/15/2008**

Ad Date1	Ad Date2	Ad Date3	Pre Project Conf.	Bid Opening Date

CC Action Date	Type of CC Action	Awarded Vendor 1
05/13/08	APPROVAL OF 1 YR RENEWAL	THE INTERLOCAL PURCHASING SYSTEM (TIP)

Current Project Status

DATE OF LAST UPDATE: 5/15/2008

CONTRACT PURPOSES ONLY. CC 1 YR APPROVAL TO EXTEND AGREEMENT WITH TIPS

3. **Presentation for discussion, consideration and action Including, but not limited to, the following items in connection with New Administration Building:**
a) General status report by project architect (when necessary) or purchasing department
b) other related items

NO ACTION taken on this item.

4. **Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:**
a) Ongoing county owned building construction, renovation and/or repair projects
b) Emergency situations occurring since last agenda meeting

NO ACTION taken on this item.

5. **Presentation for consideration, discussion, and approval to renew/extend for another year the "Interlocal Agreement" (previously approved by CC on July 17, 2007) between Hidalgo County and Region VII Education Service Center's Cooperative Purchasing Program "The Interlocal Purchasing System" (TIPS) as an additional resource for the procurement of goods and/or services through the cooperative's awarded vendors, thus allowing the County to still be a member of the Cooperative Purchasing Program and utilize the procurement resources that are compliant with bidding requirements. Note: No membership dues or fees required.**

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

6. **Recommending award of bid and approval of contracts to multiple bidder(s) with the lowest bid (item by item) meeting all requirements as attached hereto for Lubricants (grease, oil, hydraulic fluids) and anti-freeze products. RFB No. 2008-01 2-03-05-otm**

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

7. **Presentation for discussion, consideration and authorization to advertise with approval of RFP packet (i.e. specifications, requirements, terms & conditions and draft contract document (approved as to form by legal counsel) for: RFP NO: 2008-018-06-04-Cabling, Installation, Time, Materials And Other Services".**

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

8. **Requesting authority to advertise a request for sealed bids with approval of procurement packet (i.e. specifications, legal notices, and draft contract document-reviewed and approved as to form by legal counsel) as attached hereto for "Hidalgo County MS - I Emulsified Asphalt" (Bid No. 2008-053-06-04-LRM).**

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

AI-9175 **34.A.5.**

The Interlocal Purchasing System (TIP)
CC REGULAR

Date: 05/13/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for consideration, discussion, and approval to renew/extend for another year the "Interlocal Agreement" (previously approved by CC on July 17, 2007) between Hidalgo County and Region VII Education Service Center's Cooperative Purchasing Program "The Interlocal Purchasing System" (TIPS) as an additional resource for the procurment of goods and/or services through the cooperative's awarded vendors, thus allowing the County to still be a member of the Cooperative Purchasing Program and utilize the procurment resources that are compliant with bidding requirements. Note: No membeship dues or fees required.

BACKGROUND

Interlocal with Region VII Education Service Center's Cooperative Purchasing Program "The Interlocal Purchasing System (TIPS) is automatically renewed/extended each year with member, but for practical purposes, Purchasing Department wishes to have CC approve such request.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Approval of item does not require funding.

Attachments

Link: Interlocal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	05/06/2008 11:52 AM	CREATED
1	Purchasing Department	Marty Salazar	05/07/2008 07:46 PM	APRV
2	Budget & Management	Dina Trevino	05/08/2008 08:21 AM	APRV
3	Ivan Cantu			NEW
4	Auditor's Office			
5	Court Administrator			

Form Started By: Vangie Garcia Started On: 05/06/2008 11:52 AM

INTERLOCAL AGREEMENT
Region VIII Education Service Center

Hidalgo County
School District or Local Government

___ - _____
County-District Number

Region VIII Education Service Center

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts in improving student performance and increasing the efficiency and effectiveness of school operations. Authority for local governments (as defined by TEX. GOV'T CODE §791.003) to contract for such services is granted under sections 791.001 to 791.029 of the Texas Government Code; V.T.C.A. as amended.

This Interlocal Agreement (hereinafter the "Agreement") is effective July 17, 2007 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:
Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public school or local government through a Program known as the Texas Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating public schools and local governments through volume purchasing.

Role of the Purchasing Cooperative:

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendors selection process.
5. Provide members with procedures for ordering, delivery, and billing.

Role of the Public School or Local Government:

1. Commit to participate in the program by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.

Aug 13 07 01:34p Region 8 ESC D.MABE

INTERLOCAL AGREEMENT, continued

3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member entity.

4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.

5. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.

6. Pay vendors in a timely manner for all goods and services received.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Titus County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region VIII Education Service Center and Texas Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public schools and governmental entities.

INTERLOCAL AGREEMENT, continued

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public District or Local Government

By: _____
Authorized Signature

Title: COUNTY JUDGE

AUGUST 1, 2007
Date

Region VIII Education Service Center

By: _____
Mr. Harvey B. Hohenberger, Jr.,

Title: Executive Director Region VIII ESC

8-13-07
Date

Martha L. Salazar
District or Entity Purchasing Contact Person

100 E. Cano St., 4th Floor
Street Address

Edinburg, Texas 78539
City, State Zip

(956) 318-2626-Extension 4862
Purchasing Contact's Telephone Number

(956) 318-2629
Purchasing Contact's Fax Number

martha.salazar@co.hidalgo.tx.us
Purchasing Contact's Email Address

Renan Ramirez-Chief Information Officer
District or Entity Technology Contact Person

100 North Closner
Street Address

Edinburg, Texas 78539
City, State Zip

956-292-7010
Technology Contact Telephone No.
956-318-2152

Technology Contact Fax Number

renan@co.hidalgo.tx.us
Technology Contact's Email Address

Please send two signed original Interlocal Agreements to the Region VIII ESC, Attn: Mr. Harvey B. Hohenberger, Jr., Executive Director, Region VIII Education Service Center, PO Box 1894, Mt. Pleasant, Texas 75456-1894. Upon execution, a signed original will be returned to the Purchasing Contact listed above.

Aug 13 07 01:34p Region 8 ESC D.MABE

ORDER APPROVING PARTICIPATION IN THE INTERLOCAL
PURCHASING SYSTEMS (""TIPS"")
OF REGION VIII EDUCATION SERVICE CENTER

STATE OF TEXAS	§§	TO THE REGION VIII
COUNTY OF HIDALGO	§§	EDUCATION SERVICE CENTER

WHEREAS, the Commissioners Court of Hidalgo County, Texas, pursuant to the authority granted by Sections 271.081-271.083 Local Government Code, V.T.C.A., as amended, desires to participate in described purchasing programs of the Region VIII Education Service Center, and in the opinion that participation in these programs will be highly beneficial to the taxpayers through the anticipated savings to be realized;

NOW THEREFORE BE IT RESOLVED,that the Commissioners Court of the County of Hidalgo requests the Region VIII Education Service Center to include a stated need for Hidalgo County, Texas to participate in the Interlocal Purchasing System (TIPS) sponsored by the Region VIII Education Service Center"s annual contracts for the above items, whereby Martha Salazar, Purchasing Agent, is authorized and directed to sign and deliver all or any necessary requests and other documents in connection therewith for and on behalf of Hidalgo County, Texas.

In witness thereof, I have hereunto set my hand and affixed my official seal this ___ day of _____, 2007.

By: _____
Juan de Dios (""JD"") Salinas, III,
Hidalgo County Judge
Hidalgo County, Texas

ATTEST: _____
Arturo Guajardo, Jr.,
Hidalgo County Clerk
Hidalgo County, Texas

Aug 13 07 01:34p Region 8 ESC D.MABE

I certify that the foregoing is true and correct copy of the Order duly adopted by the Commissioners Court of Hidalgo County, Texas and that the same now appears of record in my office.

Arturo Guajardo, Jr.,
Hidalgo County Clerk
Hidalgo County, Texas

WITNESS, our hands in duplicate originals this _____day of _____, 2007.

COUNTY OF HIDALGO

BY: _____
Juan D. Salinas, III County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY: **Texas Interlocal Purchasing System (TIPS Program)**

BY: _____

PRINTED NAME: _____

TITLE: _____

Approved on Commissioners' Court on **July 17, 2007**

APPROVED AS TO FORM:

Atlas & Hall, LLP

By: _____

7. **A. Requesting ratification of Addendum No I (as drafted and approved for distribution on 05/12/06 by project architect, Alcocer, Garcia Associates Design Consulting) to amend original plans and/or specifications for the following items: Item 1) Include Contingency Allowance of $8,000.00 in bid; Item 2) Security Vehicle Gate and Pedestrian Gate (refer to revised drawings); Item 3) CR and "j" box to be located in first masonry column.**
B. Requesting approval of Change Directive No 1 *(1)* (decrease) in the amount of $ to reduce construction contract amount, from Spacemaker Construction in connection with "Sallyport and Backup Power", with authority for County Judge to execute document.
C. Requesting approval of Change Order No I (decrease) in the amount of $ to reduce construction contract amount, from Spacemaker Construction in connection with "Sallyport and Backup Power", with authority for County Judge to execute document.

NO ACTION taken on items A thru C.

8. **Presentation for discussion, consideration and acceptance of sole bid received for RFB-Lease of Office Space in the City of Edinburg (bid #07-249 for 430th District Court) with approval of contract/lease agreement (subject to legal review).**

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

9. **A. Requesting authority to purchase equipment (as detailed in grid attached hereto)as a result of the torrential rains in Precinct #1 on July 3-5, 2007 and as declared as an "Emergency" by CC on 07/06/07, through Hidalgo County's participation with various cooperative programs (i.e. Houston-Galveston Area Council HGAC, TBPC-TxMas, TGPN and TASB's Buyboard) in an amount not to exceed $100,000.00.**

B. Requesting ratification of emergency purchases for the following equipment:
***4 ea 2" gas pumps with accessories from Burton Auto for the total amount of $ 2,734.43**
***4 ea 4" gas pumps with accessories from Godwin (through Buyboard) for the total amount of $10,996.48**
for emergency use as a result of the torrential rains in Precinct #1 on July 3-5, 2007 and as declared by CC on 07/06/07.

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval on items A & B.

10. **Requesting approval for Interlocal Agreement with Region VII Education Service Center's cooperative purchasing program "The Interlocal Purchasing System" (TIP) as an additional resource for the procurement of goods and/or services through the cooperative's awarded vendors**

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

AI-4632 **16.A.10.**

Membership with The Interlocal Purchasing System through Region VIII ESC

CC REGULAR

Date: 07/17/2007
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Vangie Garcia
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting approval for Interlocal Agreement with Region VII Education Service Center's cooperative purchasing program "The Interlocal Purchasing System" (TIP) as an additional resource for the procurement of goods and/or services through the cooperative's awarded vendors

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT, #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No membership fee for T.I.P. membership.

Attachments

Link: The Interlocal Purchasing System Information

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/12/2007 03:50 PM	APRV
2	Budget & Management	Dina Trevino	07/13/2007 08:36 AM	APRV
3	Dale Kennan	Dale Kennan	07/13/2007 11:31 AM	APRV
4	Auditor's Office		07/13/2007 04:59 PM	NEW

Form Started By: Marty Salazar Started On: 07/11/2007 05:26 PM
Final Approval Date: 07/13/2007

AI-16048 **9.F.**

TAIP Project for CSCD

CC CONSENT

Date:	06/22/2009
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to advertise a Request for Proposals with approval of procurement packet (i.e. requirements, legal notice) as attached hereto for: Treatment Alternative to Incarceration Program (TAIP)-Substance Abuse Treatment Services for Hidalgo County Community Supervision and Corrections Department" RFP No.: 2009-245-00-00CGV.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Please see attached expenditure report for possible accounts.

Attachments

Link: Draft Packet

Link: Packet-State Regulations

Link: Draft State Agreement

Link: Expenditure Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2009 01:08 PM	APRV
2	Budget & Management	Veronica Lopez	06/17/2009 01:32 PM	APRV
3	Veronica Lopez	Veronica Lopez	06/17/2009 02:50 PM	APRV
4	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Gricelda Villarreal Started On: 06/16/2009 04:27 PM

Final Approval Date: 06/18/2009

RFP No: 2009-245-00-00CGV	Buyer: CRIS VILLARREAL	Tel. No: (956) 318-2626

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REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

RFP- "Treatment Alternative to Incarceration Program (TAIP)
Substance Abuse Treatment Services for
Hidalgo County Community Supervision and Corrections Department"
July 00, 2009,

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business Hwy 281 - New Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

Bid No: 2009-245-00-00CGV

1. Sealed proposals will be received for **"RFP- Treatment Alternative to Incarceration Program (TAIP)-Substance Abuse Treatment Services- Hidalgo County Community Supervision and Corrections Department",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

1. 2. One (1) original and seven (7) copies of all proposals are required, with the proposers name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **"RFP NO.: 2009-245-00-00CGV - RFP Treatment Alternative to Incarceration Program (TAIP)-Substance Abuse Treatment Services-Hidalgo County Community Supervision and Corrections Department "** and in County's Purchasing Department, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, July 00, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: "RFP-2009-245-00-00CGV -RFP Treatment Alternative to Incarceration Program (TAIP)-Substance Abuse Treatment Services- Hidalgo County Community Supervision and Corrections Department ".** Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County. **WRITTEN QUESTIONS REGARDING THE SCOPE OF SERVICES WILL BE ACCEPTED VIA FACSIMILE TO (956) 318-2629 OR VIA EMAIL TO cris.villarreal@co.hidalgo.tx.us NO LATER THAN** Wednesday, _____, 2009 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Friday, _____, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal; and C. award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each Proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, Proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

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14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (IF APPLICABLE)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"RFP Treatment Alternative to Incarceration Program (TAIP)-Substance Abuse Treatment Services- Hidalgo County Community Supervision and Corrections Department"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Ricardo Guerrero, TAIP Coordinator
Hidalgo County Community Supervision and Corrections Department
3100 So. Bus. Hwy 281 Bldg. B
Edinburg, TX 78539
(956) 318-2920

17. Schedule of Events

Proposal Opening, 9:30 A.M.	**July 00, 2009**
Award of Contract	_____, 2008
Commence Work or Deliver Products	_____, 2008

18. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a Program (TAIP) 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 (TAIP) requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

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

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

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. **Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.**

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder

shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

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Proposal
for
RFP "Treatment Alternative to Incarceration Program (TAIP)
Substance Abuse Treatment Services
Hidalgo County Community Supervision and Corrections Department"
RFP No: 2009-245-00-00CGV
July 00, 2009

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business Hwy 281 - New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned Proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Invitation to Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

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Request for Proposal
(RFP)

For

Treatment Alternative to Incarceration Program
Substance Abuse Treatment Services
(TAIP)

For

HIDALGO COUNTY

COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
(CSCD)

PROPOSALS DUE:

Date: _____

Local Time: _____

***** INSTRUCTION:** *This form is intended to be a general guideline for CSCDs to consider in preparing their RFP for submission to parties that desire to be considered as potential providers for the TAIP services and treatment at issue. Accordingly, CSCDs should modify and tailor this form so that the actual RFP as issued by the CSCD only addresses the specific TAIP services and treatment activities for which proposals are being solicited.*

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TDCJ-CJAD Standards for CSCDs - Substance Abuse Treatment Standards
TCADA – Chapter 148 Rules

DRAFT

THE PRE-PROPOSAL CONFERENCE
FOR

Treatment Alternative to Incarceration Program
Substance Abuse Treatment Services
(TAIP)

WILL BE ON

07/06/2009
(Date)

10:00 AM
(Local Time)

AT THE

HIDALGO COUNTY C.S.C.D.
(Location Name)

3100 S. Bus. Hwy. 281, Bldg B.
(Street address)

Edinburg, TX 78539
(City, State, Zip Code)

DRAFT

Treatment Alternative to Incarceration Program
Request for Proposals

Please read this entire document carefully and follow all instructions. Each Proposer is responsible for fulfilling all the requirements and specifications.

Introduction

The Hidalgo County Community Supervision and Corrections Department (hereafter called "CSCD") is a political entity of the 5th Judicial District(s) of the State of Texas. CSCD is seeking vendors to provide substance abuse treatment services to defendants under various types of community supervision within their jurisdiction. CSCD is submitting this Request for Proposal ("RFP") with the intent of awarding a contract for the requirement contained in this RFP. However, the CSCD is not obligated to award a contract on this solicitation, and reserves the right to reject any all proposals and award any contracts to best serve its interests.

Authority

In accordance with Section 76.017 of the Texas Government Code, CSCD may establish a Treatment Alternative to Incarceration Program ("TAIP") pursuant to the standards and funding requirements adopted by the Texas Department of Criminal Justice - Community Justice Assistance Division ("TDCJ-CJAD"). CSCD may contract for the provision of TAIP treatment services.

CSCD implements TAIPs in accordance with the orders of the criminal courts having jurisdiction over its operations, community justice plans, and applicable state and federal laws. TAIPs and related services are utilized to accomplish the mission of the CSCD, which includes:

1. Protect the public interest and safety of the community,

2. Provide services to the courts in the enforcement of their orders,

3. Provide services that meet the needs of offenders placed on community supervision and assist them in becoming law-abiding citizens,

4. Provide programs and activities designed to reduce the impact of crime, and to

5. Provide alternate sanctions and options to the court for sentencing and supervision.

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Qualifications to Submit a Proposal

Proposer must have adequate financial resources, insurance, and legal authority to contract for and furnish the TAIP treatment services at issue. Proposer, and any employed staff, must also have all appropriate and applicable facility, program, and individual licenses and credentials issued by the Texas Commission on Alcohol and Drug Abuse ("TCADA"); and in addition, Proposer and any employed staff must be otherwise legally qualified to perform the subject substance abuse treatment and other services prior to the submission of a proposal.

If Proposer is selected under this RFP, CSCD reserves the right to negotiate with Proposer for other levels of service and treatment during the contract period. The furnishing by Proposer to CSCD of such other levels of service and treatment, however, is expressly conditioned on the requirements that: (1) both parties enter into and execute a written contract amendment or new contract, that address the other levels of service and treatment; (2) Proposer obtains, or has all, appropriate licenses and authority to furnish the subject other services and treatment; and (3) the other levels of service and treatment at issue is in the best interest of the CSCD, as determined in the CSCD's sole discretion and judgment.

Proposer must be able to serve CSCD at any location or satellite offices within the CSCD's judicial districts and counties; and as required and instructed by CSCD.

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INSTRUCTIONS TO PROPOSERS

Opening Date and Procedures

Completed Proposal
Original and SEVEN (7) single sided copies
Must be received at the
Hidalgo County
Purchasing Department
At the following address, and on or before the date and time stated below

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

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

_____
(Date)

_____
(Local Time)

All proposals must be securely sealed in suitable envelopes/boxes and addressed and labeled as follows: RFP No.: 2009-245-00-00CGV "Treatment for Alternatives to Incarceration (TAIP) Program". The original proposal must be clearly marked "ORIGINAL", and contain all original signatures.

Proposed Terms. The term for the TAIP treatment services set forth in a proposal must be for a contract period of two (2) years, with the option for the CSCD to renew for an additional one (1) year. Proposer's prices set forth in their proposal must be firm for the entire time period. It is anticipated that the effective date for any contract that may be awarded to Proposer related to this RFP will be September 1, 2009.

Late proposals will be returned to the Proposer unopened. CSCD will not be responsible for unmarked proposals, improperly marked proposals, or proposals delivered to the wrong location.

Proposals may be withdrawn at any time prior to the official opening. After the official opening, proposals will become the property of CSCD. No modifications by Proposer to a proposal will be accepted after the official opening, nor shall Proposer withdraw or cancel or modify their proposal for a period of 90 days after having been notified that such proposal has been conditionally accepted by CSCD The right is reserved, as the interest

CSCD may require, to accept or reject in part or in whole any and all proposals submitted; and to waive any technicalities, informalities, or irregularities in any proposal received.

Submission of Proposals. The CSCD is requesting the submission of proposals for the Treatment Alternatives to Incarceration Program ("TAIP") funds for substance abuse treatment services for defendants in Hidalgo County. A Proposer may structure their proposal to address one or more substance abuse treatment service. Selected Proposer(s) will be notified within **10** business days after the official opening of the CSCD's conditional acceptance or rejection of their proposal. If a conditional acceptance is given to a Proposer, CSCD thereafter will furnish to a selected party a formal written contract.

Proposer's Signature. Each proposal must give the name and full business address of the Proposer, and be signed by the Proposer with their usual signature. A proposal by a partnership(s) must furnish the names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the name and title of the person signing. A proposal by a corporation must be signed with the legal name of the corporation followed by the name of the state of incorporation and by the signature and title of the president, secretary or other person authorized to bind the corporation in the matter. A proposal by a governmental entity or agency must be signed with the legal name of the agency or entity and by the signature and title of the director, official or other person authorized to bind the entity or agency in the matter. The name of each person signing for a Proposer shall also be typed or printed below their signature. When requested by CSCD, satisfactory evidence of the authority of the officer or person signing in behalf of a corporation, government agency or entity must be furnished.

Subsequent Formal Written Contract Required. The award of a formal contract to Proposer for the subject TAIP treatment services must be approved by the Director of the CSCD. No rights, obligations, or contractual relations shall commence until both the Proposer and the CSCD Director have executed a subsequent formal written contract containing terms satisfactory to CSCD Director. The Texas Department of Criminal Justice, federal government, city, county, or any of their agencies, departments, officials and employees are not parties to this RFP, or as to any resulting contract.

Proposer's Responsibilities. Due care and diligence has been used in the preparation of the information set forth in this RFP, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the liabilities, financial and other exposures, and the verification of all information presented herein, shall rest solely with Proposer. CSCD, the Judicial District(s), and their representatives, will not be responsible for any errors or omissions in these specifications or for Proposer's failure to determine the full extent of any exposures or liabilities resulting from such errors or omissions. Proposer shall not be allowed to take advantage of any errors or omissions in the specifications in this RFP. Where errors or omissions appear in the specifications, Proposer shall promptly notify CSCD in writing of the error or omission it discovers. Any significant errors, omissions, or inconsistencies in the specifications are to be reported no later than ten (10) days before the date and time of the proposal submission deadline. Proposer is

responsible for all costs of proposal preparation. CSCD is not liable for any costs incurred by Proposer in response to this RFP.

Time of Proposal Opening. Proposals received prior to the time of opening will be kept unopened in a secure place. The CSCD employee whose duty it is to open them will decide when the specified time has arrived, and no proposal subsequently received will be considered, except when the proposal arrives by mail after the time fixed for the opening, but before the time the CSCD to give notification that proposals have been rejected or conditionally accepted, and it is shown to the CSCD's satisfaction that the failure of the delivery of the proposal to arrive on time was due solely to delay in the mails for which the Proposer was not responsible, such proposal shall be considered. Unless specifically authorized, proposals by telegraph, facsimile, e-mail, Internet, or other means of electronic communication will not be considered, but modification by such electronic communication of a proposal already submitted, will be considered prior to the date and hour set for opening.

Proposals submitted in response to this RFP shall be opened by CSCD so as to avoid disclosure of the contents to competing offers. Details of competing proposals will not be publicly disclosed by CSCD until all ensuing negotiations have been completed and any written contractual agreements and related requirements have been furnished and executed as allowed by law.

The CSCD reserves the right to negotiate and enter into a written a contract with the Proposer that in its opinion, offers the most advantages to CSCD utilizing the best evaluation factors. Subjective (criteria other than price) as well as objective criteria's may be used to evaluate and select vendors for TAIP services for the purpose intended. The CSCD reserves the right to accept the proposal presenting the best offer, or to reject any and all proposals.

Overview

Any contract that is offered and furnished by CSCD to Proposer under this RFP will be a FEE FOR SERVICE type contract with cost justification. Such offered contract will contain terms and conditions similar to those set forth in the *Contract Management Manual for TDCJ Funding of Offender Services* (Sept. 1, 1999) as such provisions therein may be revised by CSCD and Proposer to conform to the circumstances.

If a contract is offered and furnished by CSCD to Proposer, it is anticipated that the proposal, and the related operations and budget information as submitted in response to this RFP, will be attached and incorporated by reference into such contract as entered into and executed by the parties. Under these circumstances, therefore, the Proposer's **Vendor Operations Plan and Budget** as included in the proposal will become legally binding upon the Proposer and CSCD. Such Vendor Operations Plan and related Budget will govern the process, circumstances, and terms under which the Proposer's substance abuse treatment

services will be provided. With respect to the Vendor Operations Plan and the related Budget, see also: *Contract Manual for TDCJ-CJAD Funding of Offender Services*, at pp. 27- 34 (Sept. 1, 1999). In the case of any actual or alleged disagreement, discrepancy, or conflict between the contract as entered into between CSCD and Proposer and the Vendor Operations Plan and Budget as incorporated therein, the language and provisions of the contract shall take precedence and prevail.

In all events, Proposer must ensure that only reasonable and allowable costs are used in the cost justification set forth in the **Vendor Operational Plan and Program Budget** and other provisions of their proposal submitted in response to this RFP. If during the term of any contract that may be offered and furnished to Proposer, unallowable or unreasonable costs or monies that are expended by Proposer in contravention of the requirements and specifications contained in this RFP, Proposer may be subject to contractual liabilities, damages, and in addition under certain circumstances to criminal sanctions.

Target Populations

Section 76.017 of the Texas Government Code requires that TAIPs include the following target populations:

> *(1) screening, assessment and referral of a person arrested for an offense, other than a Class C misdemeanor, in which an element of the offense is the use or possession of alcohol or the use, possession, or sale of a controlled substance or marijuana;*
>
> *(2) screening and assessment of a person arrested for an offense, other than a Class C misdemeanor, in which the use of alcohol or drugs is suspected to have significantly contributed to the offense for which the individual has been arrested; and*
>
> *(3) A person determined to be in need of treatment.*

The foregoing items (1) through (3) may, and often do, include defendants who have committed violent or sex offenses, or who have mental illnesses or impairments. Any exceptions to these, or any type of defendant, that are to be provided treatment by Proposer should be noted on the cover page of their proposal.

Budgets, Accounting Records, Etc.

Proposers with multiple contracts with state or local governments or other agencies are required to develop budgets, accounting processes and records that allow for the verification of Proposer's rates by CSCD, TDCJ-CJAD, and any government auditors. This obligation for verification of Proposer's rates may include information as to Proposer's indirect cost rates, overhead, and cost pooling practices.

Proposer's budget included in the proposal prepared in response to this RFP should follow all applicable CSCD Substance Abuse Standards, TDCJ-CJAD contract guidelines, TCADA Requirements, and U.S. Office of Management and Budget Circulars. See, e.g., 37 Texas Administrative Code, § 163.40 (2001) (Substance Abuse Treatment Standards); Contract Management Manual for TDCJ –CJAD Funding of Offender Services at pp. 31-34 (Sept. 1, 1999); 40 Texas Administrative Code, Part 3, Ch. 141 – 153 (2001); OMB Circular A-87 (Cost Principals for State, Local and Indian Tribal Governments)(amended August 2, 1997); OMB Circular A-122 (Cost Principals for Non-Profit Organizations) (dated June 1, 1998); OMB Circular A-123 (Management Accountability and Control) (June 25, 1995); and OMB Circular A-127 (Financial Management Systems (revised July 23, 1993). Such OMB circulars are available at the website for the U. S. Office of Management and Budget ("http/www.whitehouse.gov.omb/circulars.html").

Any contracts that may be awarded to Proposer related to this RFP will be for "substance abuse treatment services" only. Other educational and/or non-substance abuse services are not eligible for TAIP services. Services such as anger management can be included by a Proposer in treatment to the extent they are inclusive in a substance abuse treatment program, and relate to the specific issue of substance abuse.

Under any contract that may be awarded related to this RPF, Proposer will be obligated to submit two(2) copies each month of an itemized invoice for payment for TAIP services being provided. In addition, government agencies or entities that provide TAIP services may be required to use the forms and procedures specified by the CSCD. Proposers may be required to submit billing electronically to CSCD on software provided by TDCJ-CJAD.

At all times CSCD retains control over the defendants that may be referred by Proposer to government agencies or third parties to provide other or additional substance abuse treatment services. If a defendant is determined by Proposer to be in need of additional or different treatment services, such defendant is to be referred back to the CSCD for a determination as to what, if any, further action or treatment should occur. The policies and procedures that pertain to the circumstances for these additional and other referrals, if any, that may occur shall be addressed in the written Vendor Operational Plan as submitted by Proposer in response to this RFP for consideration to be incorporated into to the contract as entered into between CSCD and Proposer. See also in this regard, *Contract Management Manual of TDCJ-CJAD Funding of Offender Services* (Sept. 1, 1999), Section III, Item H at pp. 27-28 (Vendor Operational Plan and Performance Measures); and Section IV at pp. 46-70 (Substance Abuse Treatment Services Operations Agreement for Community Corrections Departments).

The proposal submitted by Proposer, including the above-referenced Vendor Operational Plan submitted shall describe and define Proposers' diagnosis and assessment criteria, performance measures, and coordination activities that relate to the identification of treatment or medical needs beyond the scope of the services to be provided by Proposer.

If required, Proposer at no additional cost to CSCD must agree to provide appropriate testimony, affidavits, and documents for any court proceedings and trials related to its treatment and other services for CSCD and defendants. See, Substance Abuse

"Treatment Services" Operations Agreement for Community Supervision and Corrections Departments, *Contract Management Manual for TDCJ-CJAD Funding of Offender Services*, Art. I., §1.11 at. p. 55 (Sept. 1, 1999).

Pursuant to Texas Government Code Section 76.017 Section (e), TAIP treatment and services provided to defendants referred under TAIP are billable only if no other public or private funds are available to that patient/client.

The prices quoted by Proposer in a response to this RFP should be the full cost of the subject treatment. If a contract is offered and furnished by CSCD to Proposer related to this RFP any other funds (including client participant fees) available to the Proposer from public or private sources shall be deducted from the total billable amounts submitted to CSCD by Proposer.

Before the award of any contract related to this RFP, Proposer may be required to furnish CSCD with satisfactory evidence as to the pecuniary and financial resources and insurance coverage's that are available to Proposer in order to fulfill the conditions of such contract. CSCD may further require that all financial reports or statements furnished reflect the Proposer's current financial status, and are certified as to accuracy by a certified public accountant.

Additional Terms

1. The department is seeking one vendor to provide only outpatient treatment of defendants who are referred by the department. The vendor selected by the department will be required to submit monthly written statistical reports regarding the number of referrals received, the number of defendants attending groups, and the type of discharge from the group. The vendor must maintain a waiting list of referrals reflecting defendants needing services.

2. The department is seeking one vendor to provide only residential services of defendants who are referred by the department. The vendor selected by the department will be required to submit monthly statistical reports regarding the number of referrals received, the number of defendants committed during a particular time period, and the type of discharge from the facility. The vendor must maintain a waiting list of referrals reflecting defendants needing services.

3. The department reserves the right to accept the proposal which is most advantageous: 1) to the department and, 2) to the defendants requiring the services.

[Add provisions for any additional terms or conditions that are being required related to the RFP. For example, a requirement that the CSCD at its expense will make available to Proposer meeting rooms or space at a particular location at which the Proposer may provide to defendants the treatment services being contracted for]

Subject to Availability of Funds

The CSCD's payment and other obligations related to the treatment services provided under any contract that may be awarded to Proposer is subject to the availability of funds appropriated by the State Legislature as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. Any contract that may be entered into between CSCD and Proposer related to this RFP does not represent or constitute an obligation on the part of the State of Texas, the Texas Board of Criminal Justice, or the Texas Department of Criminal Justice - Community Justice Assistance Division.

Miscellaneous

Under any contract that may be awarded related to this RFP, Proposer shall provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the CSCD as specified in writing), and do all things necessary for, or incidental to, the provision of the substance abuse treatment and services listed in this RFP.

MINIMUM REQUIREMENTS FOR TAIP CATEGORIES

Substance abuse facilities and programs that are funded through the Texas Department of Criminal Justice-Community Justice Assistance Division are not required to be licensed or approved by any other state or local agency. *See,* Texas Government Code §509.003(c). CSCD, however, intends that Proposers responding to this RFP design their services, treatment, and activities so as to fully comply with all TCADA Rules, as well as the applicable TDCJ-CJAD Substance Abuse Treatment Standards. Such Substance Abuse Treatment Standards are published at 37 Texas Administrative Code §163.40. A copy of current TCADA rules chapter 148 and current TDCJ-CJAD Substance Abuse Treatment Standards are included in the appendix.

ADDITIONAL PROPOSAL CRITERIA

Screening

Proposer's written policies and procedures for the screening of defendants shall ensure the following:

a. Screening shall include the administration, scoring, interpretation and referral for assessment of a client to determine the probability the defendant is chemically dependent.
b. Screening must be conducted by a Licensed Chemical Dependency Counselor or by an otherwise qualified person to conduct such screening who is exempt under TCADA's licensure rules and/or CJAD Standards. Qualified Community Supervision Officers (CSOs) may also conduct the screening.

c. The screening instruments that are approved for use by Proposer for a TAIP defendant to determine the possible existence of chemical dependency are the following; [i] Substance Abuse Subtle Screening Inventory (SASSI) [ii] Substance Abuse Life Circumstance Evaluation ("SALCE"), or [iii] Texas Christian University Drug Dependency Scale ("TCUDDS")

d. Defendants meeting the following criteria must bypass the screening process:
   (1) A defendant with a documented criminal history of two or more prior arrests for offenses which involve the use or possession of alcohol or the use, possession, or sale of illegal substances;
   (2) A defendant who has submitted positive urine specimens;
   (3) A defendant who has previously attended an outpatient or inpatient substance abuse program;
   (4) A defendant with a completed and documented screening or assessment/evaluation from another referral source that determined further assessment/evaluation of the subject defendant's substance abuse history was needed;

Assessment

Proposer's written policies and procedures for the assessment of defendants shall ensure the following:

a. The Proposer's assessment must include the use of the Addiction Severity Index (ASI) or the Substance Abuse Evaluation ("SAE") as a structured or semi-structured interview.

b. The assessor must use the information and scoring to determine and document the nature and extent of a client's chemical dependency.

c. The assessor must determine and document an appropriate referral or document why a referral is not necessary.

d. The ASI interview, scoring, referral, and treatment plan shall be performed by a Licensed Chemical Dependency Counselor, appropriately supervised Counselor in Training, or by an otherwise qualified person to conduct such assessments who is exempt under TCADA rules/CJAD Standards. Qualified Community Supervision Officers (CSOs) may conduct the SAE interview, interpret the results, and make appropriate referrals for treatment services.

Proposal Submission Requirements

A proposal submitted in response to this RFP should be made in accordance with the instructions and other items set forth above, as well as the following:

1. Each proposal must be in the format described in _____ of this RFP. Proposals must be typed or printed on standard (8 ½" x 11") paper. Pages must be numbered and a "Table of Contents" must be included in the format required by this RFP.

2. Each proposal must respond to all portions of the RFP and include information sufficient to constitute a Vendor Operations Plan and Budget. All Texas Department of Criminal Justice-Community Justice Assistance Division proposal and budget forms must be utilized. (See attached forms.

3. Once the Proposer's written proposal has been received by CSCD, Proposer may not submit changes, amendments, or modifications to their written proposal prior to the date and time set for opening. Not withstanding the foregoing, however, that modifications from Proposer by telegraph, facsimile, e-mail, Internet or other electronic means will be considered prior to the date and hour of opening. Proposer may, however, withdraw and resubmit a written proposal anytime prior to the final date and hour set for receipt of proposals. CSCD in its sole discretion, after the time set for receipt of proposals may negotiate a change, amendment, or modifications to its advantage.

4. No modifications by Proposer to a proposal will be accepted after the official opening, nor shall Proposer withdraw or cancel or modify their proposal for a period of 90 days after having been notified that such proposal has been conditionally accepted by CSCD.

5. CSCD reserves the right to reject any or all proposals or portions of proposals submitted in response to this RFP.

6. Any Proposer who submits a written proposal in response to this RFP without attending the scheduled pre-proposal conference does so at their own risk, and waives any right to assert claims due to undiscovered information.

7. After the opening of proposals and prior to the award of a formal contract to Proposer, CSCD reserves the right to make a pre-award site visit of any or all Proposers' facilities to be used in the performance of work and services related to this RFP. Proposer agrees to allow CSCD, its agents and representatives all reasonable requests for inspection of such facilities with two (2) days advance notice. Failure of Proposer to allow such an inspection shall be cause for rejection of a proposal as being non- responsive. CSCD reserves the right to reject the facilities that are the subject of a Proposal as unacceptable for performance under this RFP as a result of such site visit survey by CSCD.

8. The Proposer's past performance under other contracts or dealings with CSCD or for other public entities may also be used for purposes of evaluating Proposer's suitability for award of a contract under this RFP.

9. Products and services not specifically mentioned in this RFP, but which are necessary to provide the service described by this RFP shall be included in the proposal. It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals.

10. Proposals should not contain or display promotional materials except as they may directly answer questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number to the question in the RFP.

11. Any person or entity contemplating the submission of a proposal in response to this RFP that is in doubt as to the meaning or interpretation of the specifications, proposal documents, or any part thereof, may submit a request for clarification to the CSCD Director. Such request must be submitted on or before the fifth calendar day at 5:00 p.m., prior to the scheduled date and time of opening. **All requests and questions from Proposer shall be in writing,** and directed to CSCD at the address included in this RFP.

Further Proposal Format Requirements

Each section of the proposal must be clearly designated (by using tabs) so as to make the information readily accessible to CSCD. If requested information does not appear in the appropriate section of a proposal, that information may be counted by CSCD as missing or unresponsive during the proposal review process. A proposal shall be submitted in the following format:

A. Cover Page: - USE COVER PAGE PROVIDED IN APPENDIX I

B. Summary Sheet(s) - brief summaries (1 page each) of the proposal relating to:
   1) Identification of Proposer; and
   2) Proposer's statement of understanding of the proposal, program objectives, CSCD objectives, and
   3) Reasons or explanations for any exceptions noted on the cover page.

C. Attachments: Shall include all information required of each Proposer in the following order:
   1) Required Information.
   2) Proof of insurance coverage(s)
   3) Costs:
      a) Specify a separate price for each type of service provided (i.e., for detoxification services, intensive residential services, residential services, individual counseling services, group counseling services, etc.).
      b) Specify if unit price will vary based on the number served (*i.e.*, 10 served will cost x, 20 served will cost y).
      c) Complete budget forms (Attachment "A") to substantiate how unit price was determined by Proposer for each level of substance abuse service or treatment. **The rate proposed multiplied by the number of units proposed must equal the total proposed budget**.
      d) Specify any additional price for special population defendants, including dual diagnosis, mentally impaired, etc. State why Proposer's cost would be different for serving special population defendants.

e) All proposed costs of Proposer must be reasonable and necessary for providing services stated in the RFP, and shall not include any of the unallowable costs. No unallowable cost shall be included as justification for the provision of substance abuse treatment services. Unallowable costs include but are not limited to:

i. Any item deemed unallowable by State or any authorized agency, statute, policy, or procedure
ii. Alcoholic beverages
iii. Bad debts
iv. Building and land purchase, rental purchase, lease purchase, renovation
v. Cash payments to intended recipients of services
vi. Expenses or reimbursements to or on behalf of related entities for allowable indirect costs
vii. Expenses or costs reimbursed by other funds with respect to amounts paid by CSCD for services
viii. Fines and penalties
ix. Fundraising, marketing, advertising (advertising is allowable only for personnel vacancies or for procurement of goods and services)
x. Legislative expenses for payment to any elected official from funds received from CSCD
xi. Lobbying
xii. Payments to or on behalf of individuals related to principals of any affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD
xiii. Tobacco products
xiv. Firearms, ammunition, or firearm components

4) Proposer shall identify its proposed staffing pattern to include the number of full and/or part-time employees in each job classification that will be present for each work shift for each of the seven (7) days of the week per each level of substance abuse treatment and services specified in the proposal.

5) Other information required from Proposer by this RFP.

6) Proposer shall identify the accounting records, reports, and processes that are applicable to the subject TAIP treatment and services to be provided, including but not limited to the following:
   a) Verification of Proposer's rates
   b) Proposer's indirect cost rates or cost pooling practices
   c) Proposer's – current billing processes (including software used)
   d) All audit and financial reporting requirements that apply to Proposer, and to any parent company or affiliates.

DRAFT

Required Information

Describe eligibility criteria for persons on community supervision / probationers / pre-trial intervention, including any special client characteristics (i.e. level of intellectual functioning, homeless, indigent, etc.). Also include which defendants, if any, would be ineligible to be clients of Proposer (i.e., offense categories, criminal history information, etc.). A Proposer must include information on how their activities, services and treatment will be conducted so as to fulfill the requirements of the Americans with Disabilities Act, 42 U.S.C. § 12132, and the regulations promulgated thereunder. The CSCD may consider proposals to provide substance abuse treatment services for Special Needs Offenders at higher rates.

Program Description

1) State whether the proposal for TAIP services being submitted by Proposer is for one of the following:

NEW	did not have existing contract with CSCD
CONTINUED	existing contract with CSCD
MODIFIED	previously contracted with CSCD and some aspect of the program/service is being modified from the previous year.

2) Describe all services to be provided by Proposer, and specify if all services are provided to all persons on community supervision, probationers, and pre-trial defendants.

3) Describe Proposer's services and treatment goals and objectives, including how an individualized client treatment plan is developed. Describe other types of treatment plans you will use.

4) Describe all responsibilities that are to be placed upon persons on community supervision, probation and pre-trial defendants responsibilities that are to participate in Proposer's treatment and services (*i.e.*, homework assignments, practice sessions, etc., include frequency, number and time frame where appropriate).

5) Describe the Proposer's experience and history, if any, in working with defendants or clients who are, or were, involved with the criminal justice system in Texas or elsewhere...

6) Specific requirements for Residential Treatment Services:
   a. Describe the procedure used by Proposer, and the information that is necessary, for a defendant to be admitted to their facility for program services and/or treatment.
   b. Describe any diagnostic assessments and instruments that will precede the provision of program services and/or treatment for a

defendant. Describe any post-program service and/or treatment assessment that will be conducted. Describe why these particular assessments or instruments will be utilized.

c. Describe how and in what time frame and under what circumstances an individualized client treatment plan is developed by Proposer.

d. Describe minimum/maximum length of program participation for a defendant.

e. Describe how client progress is measured by Proposer while at their facility. Describe what criteria are used by Proposer to determine when to release a client early, or request an extension.

f. Describe Proposer's communication process and frequency of communication between its facility staff and the CSCD and/or supervising Community Supervision / Pre-Trial Officers (by telephone, written reports, e-mail, etc.). Specify if the communication process or frequency of the communications with the CSCD will vary during the duration of the services and/or treatment being provided by Proposer.

g. Describe Proposer's client discharge/termination procedure (successful/unsuccessful) from the facility. Include if certificates of completion will be provided by Proposer to participants; and if so, the procedure to provide a certificate to the defendant, and the notification procedure to be used by Proposer to the CSCD and/or supervising Community Supervision / Pre-Trial Officer.

h. Describe the Proposer's staff-to-client ratio by level / type of service and treatment. Describe other relevant client supervision procedures and criteria that are to be used by Proposer.

i. Provide Photostatted copies of all state and local facility licenses / certificates that apply to the services/treatment at issue, and include expiration and renewal dates.

j. Describe Proposer's client files, records, format, electronic databases, frequency of entries, etc.

7) Specific requirements for Non-Residential Treatment Services:

a. Describe the procedure used by Proposer, and information that is necessary for a defendant to be admitted to their program/service.

b. Describe and specify any diagnostic assessments by Proposer that will precede program services and/or treatment. Describe any post-program services and/or treatment assessments that will be conducted by Proposer. Describe why these particular assessments will be utilized.

c. Describe how and in what time frame and under what circumstances an individualized client treatment plan is developed by Proposer.

d. If group counseling is provided, describe the type of group process utilized, include goals/objectives of group process, minimum/maximum number of clients in a group, and specify if open or closed groups are utilized.

e. If individual counseling is provided, describe counseling/therapeutic approach utilized, specify skill development techniques utilized and goals/objectives of individual counseling.

f. Describe minimum/maximum length of program participation. (Specify program length for each level of service, *i.e.* group/individual.) Describe what criteria and processes are used by Proposer to determine when to release a client early or to request a written extension.

g. Describe how client progress is measured during program participation. Including the type and frequency of progress reports to be made to the CSCD and/or supervising Community Supervision / Pre-Trial Officers.

h. Describe communication process and frequency of communication between Proposer's program staff and CSCD the Department and/or the supervising Community Supervision/Pre-Trial Officers (by telephone, written reports, e-mail, etc.). Specify if communication process of frequency will vary during duration of Proposer's services/treatment.

i. Describe the Proposer's client discharge / termination procedure (successful/unsuccessful) from the program / service being provided. Include if certificates of completion will be provided by Proposer to participants, and if so, the procedure to provide certificate to a defendant and the notification procedure to be used by Proposer to the CSCD and /or supervising Community Supervision / Pre-Trial officer.

j. Describe the Proposer's staff-to-client ratio by level / type of service and treatment. Describe other relevant client supervision procedures.

k. Describe Proposer's client files, records, format, electronic databases, frequency of entries, etc.

Objectives

Describe, at minimum, Proposer's program performance measures and standards, to include at least the following:

1) Outputs
   a) Total number of defendants / clients served
   b) Total number of successful program completions
   c) Total number of counseling hours provided
   d) Other output measures

2) Outcomes. Include immediate and long-term outcomes that are specific to the program / services as set forth in the proposal.

3) The following five outcome measures will be required for each substance abuse service that is included in the proposal:
   a. Reduce recidivism (defined as a re-arrest for a new separate offense that is punishable by incarceration, *i.e.*, Class B Misdemeanors and up)

b. Decrease re-incarceration
c. Increase Community Supervision Outcomes in areas of
(i) Expiration
(ii) Early Discharge; and
(iii) Revocations.
d. Specific Programmatic Outcomes, *i.e.*, completion of program -- successful, --violation of program conditions, or inappropriate placement—unsuccessful.
e. Reduction of drug or alcohol use by defendants.

4) Describe any performance measures and standards that your Proposer's facility or program uses in accomplishing its goals.

Program Evaluation Methods

1) Describe Proposer's plan for determining the degree to which output and outcome objectives are met and methods that are followed.

2) Describe Proposer's plan and records for monitoring, determining, and evaluating outputs and outcomes.

3) Identify the specific employees of Proposer who are responsible for the monitoring of Proposer's performance measures, outputs, and outcomes.

4) Describe how data and records will be gathered by Proposer to determine treatment and program outputs and outcomes.

5) Describe test instruments or questionnaires that will be used by Proposer.

6) Describe Proposer's process of data analysis (if applicable).

7) Describe the evaluation reports to be prepared and produced by Proposer.

8) Describe the Proposer's Management Information System (MIS), electronic databases, and records to be used by Proposer for tracking clients in treatment and after discharge.

9) If a continued or modified program, please describe results of Proposer's program evaluation data of TAIP clients from the last two years. A program new to TAIP may use data from other client populations.

Additional Information Required of Proposer

Each proposal shall contain the following information:

1. Name, title, telephone and fax number of Proposer's contact person for all inquiries from CSCD. The contact person shall be responsible for fielding all

inquiries from the CSCD related to the proposal, and providing the Proposer's response to CSCD's inquiries

2. Business form of Proposer (e.g. corporation, partnership, sole proprietorship, governmental entity, agency, etc.), if applicable.
   a) If a corporation, include the date and state of incorporation.
   b) Whether Proposer is for profit business or non-profit corporation, governmental agency or entity
   c) Names and addresses of Proposer's principal officers, directors, or partners.
   d) Identify all employees, officers, or staff of Proposer who is actively or previously on community supervision, probation, deferred adjudication parole, or who has been convicted of a felony or Class A or B misdemeanor.
   e) A copy of Proposer's most recent financial statement (i.e. monthly, quarterly); and most recent audited financial statement--each to include corresponding balance sheet, income statement and statement of cash flow. Proposer must include an affidavit certifying that Proposer is a duly qualified, capable and otherwise bondable business entity that proposer is not in receivership or contemplates same, and has not filed for bankruptcy.
   f) A brief biography and complete resume of the person or persons who will operate/manage the services provided by proposers.
   g) The organizational chart showing Proposer's staff and management.

3. The name and address of the Proposer's insurance carrier(s), along with a letter or statement(s) from Proposer's insurance carrier(s) attesting that the insurance coverage(s) as specified in this RFP is/are either in force or available to upon Proposer.

4. Complete reference information for all public and private institutions or agencies to which the Proposer provides or has provided similar services and treatment. Specify dates for such similar service contracts, and current rates being charged by Proposer for these contracted services.

5. A list of all civil lawsuits, administrative proceedings, or investigations filed or pending at any time during the past five years, brought against, or on behalf of, Proposer, its officers, or employees.

6. A list of all criminal cases or proceedings filed or pending at any time during the past five years, brought against, or on behalf of, the Proposer, its officers, or employees.

7. Other organizational, biographical, or financial information deemed relevant by the Proposer or as requested by CSCD.

8. Describe all of the locations where the services and treatment at issue will be provided by Proposer. Detailed information is needed for each physical facility and location where Proposer is to provide services and treatment, including--- contact person, title, physical address, phone and fax numbers, e-mail addresses, types of clients if specific to a particular site (*i.e.*, all male or all female sites), and the levels of treatment and service provided by Proposer at each site. Is the location accessible to public transportation and in a geographic area accessible to defendants? Is the location(s) near schools, day care centers, churches, or other facilities where defendants may be a threat to public safety? Is the location also used to serve any persons who are on parole, the jurisdiction of juvenile authorities, or mental or medical health agencies or providers?

9. Describe when the treatment and services which are the subject of Proposal could begin.

Proposal Evaluation Factors

CSCD will consider many evaluation factors (of which cost is only one factor), and will receive proposals from all responsible applicants. The ultimate objective of CSCD is to enter into a contract that is most favorable and cost effective under the circumstances. A weighted evaluation criteria, utilizing a numeric score, will be used by CSCD to review the proposals.

Subject to the reservations previously stated, and based on TDCJ-CJAD notification of funding allocations, CSCD believes funding will be awarded, and that in August, 2009 CSCD may negotiate a formal contract or contracts as to the subject TAIP treatment and services related to this RFP.

CSCD anticipates that the criteria to be used for reviewing the proposals that are submitted in response to this RFP, among other things, will include the following items:

A. The proposed price per unit of service.

B. The manner in which the minimum requirements are met and the extent to which these requirements are exceeded.

C. Completion of all aspects and information asked for in this RFP and the attachments thereto.

D. Proposer's qualifications (e.g., Experience/Licenses/Certifications of management and staff).

E. Evidence of Proposer's previous accomplishments in providing substance abuse services and treatment within the last five (5) years.

F. Proposer's experience in working with the target population being addressed in the proposal.

G. In considering the proposals, the CSCD reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including price per day/hour.

H. Proposer's services and treatment activation plan and time frames and dates.

I. Proposer's program performance measures, evaluation, and monitoring procedures.

J. The adequacy, and extent of Proposer's financial resources and insurance coverage(s).

K. Other factors such as the availability of multiple locations, convenience of hours or location to target population, and Proposer's ability to accept some referrals under other funding pools.

As previously stated, CSCD's proposal review process may include pre-award site visits to any and all of Proposer's facilities. In addition, as a part of the proposal review process, CSCD reserves the right to afford to Proposer's representatives the opportunity to make a brief oral presentation before the CSCD Review Committee. If CSCD determines that such oral presentation is necessary or appropriate, any such oral presentations will be scheduled by CSCD at its discretion and convenience.

Following the CSCD's Selections of Proposer(s)

If any contract is awarded to Proposer, it is anticipated that the Proposal submitted in response to this RFP will be attached and incorporated into such contract as the **Vendor Operations Plan and Budget**. Such Vendor Operations Plan and Budget will be used by CSCD in determining and evaluating the adequacy of Proposer's provision of TAIP services and contract compliance.

If a formal written contract is negotiated and entered into between Proposer with CSCD, it is anticipated that the format, terms and provisions, of such contract will be substantially as set forth at pp. 49–70 of the *Contract Management Manual for TDCJ-CJAD Funding of Offender Services* (September 1, 1999). Such contract format, suggested terms and provisions therein, are incorporated in this RFP by reference; and for Proposer's convenience these pages from this referenced Contract Manual are also reproduced in this RFP, prior to its furnishing of a formal contract to Proposer, CSCD reserves the right to revise or modify such contract format, terms and conditions as may be deemed appropriate under the circumstances and to accommodate any changes or revisions that may occur to the applicable TCADA rules, legislation, or other requirements.

Appendix I
COVER PAGE

All proposals must include this cover page as the first page

Proposal to Perform Substance Abuse Treatment Services

PROPOSALS DUE: _____	HIDALGO COUNTY CSCD	Treatment Alternatives to Incarceration Program
Subject of Proposal		
Proposer's Legal Name	Headquarters' Address	Taxpayer ID
Address (for **each TAIP** Service / Treatment location) (Use separate pages if needed)	*Submit **both** the billing address and the physical addresses for **each** location where services will be delivered.*	
Telephone Numbers, Fax *and* ***E-mail Address***	phone	fax e-mail
Service Type	**Rate**	**Exceptions**
Detoxification		
Day Treatment		
Intensive Residential		
Residential		
Intensive Outpatient		
Transitional Outpatient		
Transitional Residential		
Other		
Printed Name of Authorized Agent or official authorized to submit proposal or execute contracts.	Name	Title
SIGNATURE		

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Appendix II
Vendor Budget Form Instructions
FY 2010-2011
TAIP SUBSTANCE ABUSE TREATMENT SERVICES

TDCJ-CJAD will review requests for residential and outpatient substance abuse treatment programs and services to be funded from the CSCD's TAIP funds. As a part of TDCJ-CJAD's funding process, vendor budgets will be reviewed to establish an allowable funding rate (e.g., bed-days, client hours) for programs, facility operations, and contracted placements. The TDCJ-CJAD approved vendor budget will become a part of the contract (as a binding attachment) between the CSCD and the Vendor. Proper completion of the attached budget forms is imperative to establish a rate per unit and, thus, to receive funding. Please follow the instructions to facilitate the assignment of rates.

General Information:

1. Vendors must comply with the Residential Substance Abuse Treatment Standards as established by TDCJ-CJAD and with TCADA guidelines where applicable.
2. SATF vendors must comply with the TDCJ-CJAD SATF guidelines.
3. For SATFs and CRTCs, vendors must comply with TDCJ Substance Abuse Standards.
4. A separate vendor budget must be submitted for each facility operated by the vendor where applicable.
5. The cost justification must be established and rates set separately for each facility operated by the vendor.
6. Any costs paid directly by the CSCD facility should not be included in the vendor budget. Billings from the vendor to the CSCD for contract placements must be based on **actual bed use**, not on a lump sum amount each month. Vendors may charge for the day a defendant/resident is admitted to the facility, but may not charge for the day of release from the facility.
7. Establishment of a daily rate is the main purpose of the vendor budget. Items included in the vendor budget must be reasonable, allowable, and necessary for program operations.
8. Vendor must comply with the attached list of unallowable expenditure items.
9. Depreciation schedules **must be attached** to the vendor budget for any equipment items budgeted for this program.
10. Requirement for indirect and/or overhead allocation **attachment, either**:

    - Indirect and/or overhead cost allocation plan, including explanation of allocation method, expenditure items included, total indirect and/or overhead amount to be allocated to all vendor programs, number of programs to which allocated, and percentage allocated to the CSCD's program;

OR,

- A certified statement (or copy of approval letter) that the vendor's allocation plan has been approved by another state or federal agency.

11. The vendor must maintain a separate accounting system for the CSCD's program, and submit financial information to the CSCD and/or TDCJ-CJAD upon request regarding requested financial reports, fund balance information at the end of the fiscal year, etc.
12. All records on vendor expenditures must be maintained for auditing purposes, and any expenditure not properly documented may be disallowed.
13. The rate is to be based on projected outputs. **The outputs should be expressed as Total Costs divided by Residential Bed-Days** (residential bed-days is calculated as number of beds x 365).

Expenditure Lines

1) Personnel Salaries:
Please use the most logical and concise manner to convey the personnel cost of each program. Each person participating in the provision of services should be listed with the annual salary and the percent of time allocated to the program. Example:

Position Title	Staff Name	Annual Salary	% Time	Total
Supervisor	Jones, Bill	$30,000	80%	$24,000

2) Personnel Fringe Benefits:
FICA, SUTA, Medicare, medical, dental, retirement, workers compensation, and unemployment tax are considered fringe benefits. There may be others specific to your agency. Please list as appropriate. Some items may be carried as indirect costs under the □Other□ expenditure line.

3) Personnel Training:
These costs are those associated with maintaining credentials and licenses, including registration fees and in-service training. In agencies that receive funding from multiple sources, please do not assign all training to this budget. Instead, use an assignment based on the percentage of time employees receiving training are dedicated to the CSCD's residential facility.

4) Personnel Travel:
This expenditure line item should include only travel by personnel in the performance of CSCD residential program related business and include staff mileage reimbursement (at no more than the IRS rate per mile), per diem meals, lodging, and public transportation costs.
Travel costs for residents or personal travel is not allowable in this category. Travel to training should also be included. (Expenses for agency vehicles used to transport staff and residents should be listed under the □Transportation□ expenditure line.)

5) Equipment:
This expenditure line item may include leased equipment, insurance, and annual depreciation of equipment used in this program. For any vendor-owned equipment associated with the program, appropriate percentages may be depreciated and charged as an indirect cost in the □Other□ expenditure line. Appropriate depreciation schedules must be attached with indication of total indirect costs and the percentage charged to the CSCD program.

6) Transportation:
Transportation costs, such as gasoline, parking, etc., of transporting residents to and from facilities or related program activities are to be placed in this line item. Mileage logs will be required for audit purposes. Transportation costs associated with CSCD-owned vehicles will be paid from the CSCD facility budget.

7) Consumable Supplies:
This expenditure line includes office supplies, tests, educational supplies, posters, food for residents, housekeeping costs, postage, linens, resident medical supplies, urinalysis testing supplies, etc.

8) Other:
Included in this expenditure line are profits, professional services (specify type of service), insurance, pest control service, janitorial, and miscellaneous indirect costs (please specify and attach an explanation of the allocation method and expenditure items included for indirect costs, along with the percentage applicable to the CSCD program).

9) Facility:
This line item includes items such as building rental, maintenance, insurance (content and liability), and utilities, building depreciation or use allowance (attach schedule). Purchase or lease-purchase payments for facilities are not allowable expenditures from State funds.

All expenditures must be reasonable and allowable and related to the program. All records on vendor expenditures must be maintained for auditing purposes, and any expenditure not properly documented may be disallowed. Vendors must maintain an accounting system in accordance with the line item categorization as outlined in the Vendor Program Budget (Request for Funding) for the CSCD-funded program.

REQUIRED ATTACHMENTS:

1. Depreciation schedule for any equipment items or building that are budgeted in this program budget.

2. "Use allowance" documentation applicable for equipment or buildings if included in this budget.

3. **Either:**
   - Indirect and/or overhead cost allocation plan, including explanation of allocation method, expenditure items included, total indirect and/or overhead amount to be allocated to all of vendor's programs, number of vendor programs to which allocated, and percentage allocated to the CSCD's program;

OR,

- A certified statement (or copy of approval letter) that the vendor's allocation plan that has been approved by another state or federal agency.

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UNALLOWABLE COSTS

The following items are not to be included in the vendor's budget for rate justification and are not to be paid from funds received from the CSCD:

- Any item unallowable by State or any authorized agency, statue, policy, or procedure including, but not limited to, CSCD Substance Abuse Standards, TDCJ-CJAD Contract Guidelines, TCADA Requirements, U. S. Office of Management and Budget Circulars and other federal guidelines for the operation of for-profit and not-for-profit entities;
- Alcoholic beverages;
- Bad debts;
- Building or Land purchase, rental-purchase, lease-purchase, renovation;
- Cash payments to intended recipients of services;
- Equipment items exceeding $1,000 (CPU, Monitor and Keyboard are one unit) counted as a direct expense toward the program. Such items may be charged to the program only through an approved depreciation methodology;
- Expenses or reimbursements to or on behalf of vendor-related entities for allowable indirect costs;
- Expenses or costs reimbursed to vendor by other funds with respect to amounts paid by CSCD for vendor services;
- Fines and Penalties;
- Firearms, Firearm components, and Ammunition;
- Fundraising; Marketing; and Advertising (Advertising is allowable only for personnel vacancies or procurement of goods and services only);
- Legislative expenses or payment to any elected official from funds received from the CSCD;
- Lobbying;
- Payments to or on behalf of individuals related to principals of any vendor-affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD; and
    - Tobacco Products.

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Appendix III
Vendor Request for Funding

FISCAL YEARS 2010-2011

VENDOR NAME (Name as Incorporated)

STREET ADDRESS CITY STATE ZIP

List any D.B.A. or A.K.A.'S E-MAIL ADDRESS

CONTACT PERSON TITLE TELEPHONE FAX

BUSINESS FORM of Vendor (Check applicable):
For Profit Corporation_____ Non-Profit Corporation_____ Partnership_____ Other_____

State where incorporated or formed: _____ Date of Incorporation or formation: _____

TYPE OF RESIDENTIAL FACILITY:

INDICATE ALL THAT ARE APPLICABLE: Total Number of Beds: _____ Male: _____ Female: _____

SPECIFIC NAME, PHYSICAL LOCATION, PHONE NUMBER AND NUMBER OF BEDS BY GENDER FOR **EACH FACILITY OPERATED BY VENDOR**:

Facility Name: *Location:* *Male Beds:* *Female Beds:*

INSURANCE
PROVIDER(S):_____

I certify that all information contained in this application, including all attachments and supporting materials, is true and correct to the best of my knowledge.

Signature of Authorized Official Title Date

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Appendix IV
Summary Budget for Purchase of Services
FISCAL YEAR 2010-2011

Vendor: _____

City: _____

Contract Period: _____

COST CATEGORY	COST
Personnel – Salaries	$
Personnel – Fringe Benefits	$
Personnel – Training	$
Personnel – Travel	$
Equipment	$
Transportation	$
Consumable Supplies	$
Other	$
Facility	$
TOTAL	$

Total Units Service per Year (example: Bed days per year):

Cost Per Unit:

Show Computation:

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BUDGET JUSTIFICATION

1. Personnel Salaries

Vendor:

Personnel--Salaries

Position or Title	Staff Name or □Vacant□	Annual Salary	% Time for Job	Total
TOTAL				

Note: Use as many additional pages as needed

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BUDGET JUSTIFICATION

2. Personnel Fringe Benefits

Vendor:

Fringe Benefits Based on Salaries Paid:	Total
FICA	$
SUTA	
WORKMAN□S COMP.	
MEDICAL BENEFITS	
OTHER: (Describe)	
TOTAL FRINGE BENEFITS	$

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BUDGET JUSTIFICATION

3. Personnel Training

Vendor:

Purpose (List Conference Fees, Describe In-Service Training Costs)	Total
	$
TOTAL PERSONNEL TRAINING	$

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BUDGET JUSTIFICATION

4. Personnel Travel

Vendor:

Purpose (List Staff Mileage and rate used, Per Diem and rate, Public Transport)	Total
	$
TOTAL PERSONNEL TRAVEL	$

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BUDGET JUSTIFICATION

5. Equipment

Vendor:

Purpose (All Equipment will be purchased by CSCD residential facility.)	Total
	$
TOTAL EQUIPMENT	$

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BUDGET JUSTIFICATION

6. Transportation

Vendor:

Purpose (List All Project Transportation Costs for Transport of Residents)	Total
	$
TOTAL TRANSPORTATION COSTS	$

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BUDGET JUSTIFICATION

7. Consumable Supplies

Vendor:

Purpose (List All Consumable Supplies with Brief Description)	Total
	$
TOTAL CONSUMABLE SUPPLIES	$

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BUDGET JUSTIFICATION

8. Other

Vendor:

Purpose (List All Other Costs with Brief Description)	Total
	$
TOTAL OTHER COSTS	$

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BUDGET JUSTIFICATION

9. FACILITY COSTS

Vendor:

Purpose (List All Facility Costs with Brief Description)	Total
	$
TOTAL FACILITY COSTS	$

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Appendix V (Substance Abuse Treatment Services Operations Agreement)

EXHIBIT A

Vendor Operational Plan

(Required for Contracts with Each Vendor over $100,000)

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EXHIBIT B

Monthly Invoice Form

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APPENDIX VI

H.B. 776 – Adding Texas Government Code §495.008

SECTION 5. Subchapter A, Chapter 495, Government Code, is amended by adding Section 495.008 to read as follows:

Sec. 495.008. AUDITING AND MONITORING CONTRACTS. (a) The department shall develop a comprehensive methodology for enhanced auditing and monitoring of all facilities operated under contract with the department that house inmates of the department and releases under the supervision of the department. To achieve this objective, the department shall first review existing auditing, monitoring, and oversight capabilities of the department to determine what further procedures and resources are necessary to achieve this goal.

(b) the department shall ensure that all new and renewed contracts described by Subsection (a) include:

(1) a provision that the department or a designee of the department may conduct periodic contract compliance reviews, without advance notice, to monitor vendor performance;

(2) minimum acceptable standards of performance prescribed by the department that include provisions regarding the health, safety, and welfare of inmates and releases;

(3) a provision that if a review determines that a vendor is not in compliance with the contract, the department may require that the vendor's per Diem compensation be withheld until the vendor meets contract requirements or the vendor is replaced;

(4) a provision requiring a vendor not in compliance with the contract to implement a plan of corrective action approved by the department; and

(5) a provision under which the state is indemnified for costs of litigation and for any damages in lawsuits alleging that the health, safety, or welfare of an inmate or release in a contract facility is not protected.

(c) The department shall complete at least one enhanced audit for each facility described by Subsection (a), without regard to whether the facility is operated by a public or private vendor. The enhanced audit must include enhanced contract compliance review of any vendors hired by a community supervision and corrections department to operate a facility.

(d) The department, in conjunction with an advisory committee composed of state officials and private officials from within the industry, shall adopt rules to implement the requirements of this section.

(e) The department shall develop an appeals process, incorporated by reference into all new and renewed contracts, under which a vendor may appeal any imposed sanction under the contract, with the appeals process including the right to a formal hearing and a right to a final determination by the board.

(f) the department shall submit a report to the governor and the Legislative Budget Board not later than January 1, 2003, describing its efforts to implement the requirements of this section. The report must include a summary of contracts and vendors, compliance reviews conducted, incidents of contract noncompliance, sanctions imposed, corrective actions taken, and current contract status. This subsection expires February 1, 2003.

Appendix VII

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§163.40 SUBSTANCE ABUSE TREATMENT STANDARDS

(a) Definitions. The following words and terms, when used in this section, shall have the following meanings, unless the context clearly indicates otherwise.

(1) Admission - The administrative process and procedure performed to accept an offender into a treatment program or facility.

(2) Assessment - a process using a structured or semi-structured interview to determine the nature and extent of a client's chemical dependency.

(3) Chemical Dependency Counselor - A qualified, credentialed counselor or counselor intern working under direct supervision.

(4) Continuum of Care - A system which provides for the uninterrupted provision of essential services to offenders entering, exiting, and within the system.

(5) Counseling - Face-to-face interactions between offenders and counselors to help offenders identify, understand, and resolve their personal issues and problems related to their substance abuse or chemical dependency. Counseling may take place in groups or in individual meetings.

(6) Counselor Intern - A person pursuing a course of training in chemical dependency counseling at a regionally accredited institution of higher education or a registered clinical training institution who has been designated as a counselor. The activities of a counselor intern shall be performed under the direct supervision of a qualified, credentialed counselor in accordance with rules adopted by the Texas Commission on Alcohol and Drug Abuse.

(7) Detoxification - Chemical dependency treatment designed to systematically reduce the amount of alcohol and other toxic chemicals in an offender's body, manage withdrawal symptoms, and encourage the offender to continue ongoing treatment for chemical dependency.

(8) Direct Care Staff - The staff responsible for providing treatment, care, supervision, or other offender services that involve a significant amount of direct contact. (Clerical support staffs are not considered direct care staff.)

(9) Discharge - The time when an offender leaves a program or facility and will no longer be receiving chemical dependency treatment from that program or facility.

(10) Discharge Summary - A recapitulation of the offender's progress and participation while in either primary, residential, or outpatient treatment.

(11) Education - Educational instruction; a planned, structured presentation of information which is related to substance abuse or chemical dependency.

(11) Emergency - A situation requiring immediate attention and action to treat or prevent physical, emotional, or mental threat, harm, injury, or illness.

(13) Facility - The physical location of the treatment program operated by, for, or with funding from the TDCJ-CJAD. Some locations may be locked facilities for in-patient treatment; other programs may be offered at locations as outpatient treatment.

(14) Grievance - A formal complaint limited to matters affecting the complaining offender personally and limited to matters for which the facility/program has the authority to remedy through the grievance process.

(15) Primary Counselor - An individual working directly with and being responsible for the treatment of the offender.

(16) Qualified, Credentialed Counselor (QCC) - A licensed chemical dependency counselor (LCDC) or one of the following professionals:

(A) Licensed professional counselor (LPC);

(B) Licensed master social worker (LMSW);

(C) licensed marriage and family therapist (LMFT);

(D) licensed psychologist;

(E) Licensed physician (MD or DO);

(F) Certified addictions registered nurse (CARN);

(G) Licensed psychological associate; and

(H) Advance practice nurse recognized by the Board of Nurse Examiners as a clinical nurse specialist or nurse practitioner with specialty in psyche-mental health (APN-P/MH).

(17) Screening Instrument - a written device administered to an offender to determine the possible existence of chemical dependency.

(18) Senior Counselor/Unit Manager/Unit Supervisor - A supervisory staff member who directs, monitors, and oversees the work performance of subordinate staff members.

(19) Special Needs Populations - Offenders who have significant problems in the areas of mental health, diminished intellectual capacity, or medical needs.

(20) Treatment - A planned, structured, and organized program designed to initiate and promote a person's chemical-free status or to maintain the person free of illegal drugs. It includes, but is not limited to, the application of planned procedures to identify and change patterns of behavior related to or resulting from chemical dependency that are maladaptive, destructive, or injurious to health, or to restore appropriate levels of physical, psychological, or social functioning lost due to chemical dependency.

(21) Use of Force - Graduated levels of use of physical strength or weapons necessary to gain physical compliance and control of an offender whose actions otherwise pose a danger to self or others.

(b) Compliance. Compliance with TDCJ-CJAD substance abuse treatment standards is required of all programs that provide substance abuse treatment and are funded or managed by TDCJ-CJAD. Programs and facilities providing only substance abuse education are not subject to these standards.

(C) Personnel & Staff Development/Accreditation. The employer shall ensure that employees acquire any credentials, licensing, certifications, or continuing education required to perform their duties. Personnel files for employees shall be maintained to display copies of required documents. Staff will be required to have criminal background checks performed annually. Programs that are not clinical training institutions as defined by the Texas Commission on Alcohol and Drug Abuse must inform all non-credentialed staff of this fact

(d) Admissions. There shall be documentation of specific admission criteria and procedures. Offenders are eligible for substance abuse treatment programs:

(1) If the offender's needs are met by the treatment services provided by the program,

(2) If a court orders the offender into the program and the subsequent assessment indicates the need for treatment services; or

(3) If the program allows readmissions and the offender meets the admission criteria. For offenders who are placed in treatment programs who do not meet admission criteria, a mechanism or procedure shall be developed for offender removal. A review and justification explaining the reason the offender does not meet admission criteria shall be required.

(e) Intake. There shall be written policies and procedures establishing an intake process for offenders entering a substance abuse treatment program.

(f) Initial Assessment Procedures. Acceptable and recognized assessment tools (tests and measurements) shall be used in all substance abuse treatment programs within ten (10) working days from date of admission. Assessment policies and procedures shall require the use of approved clinical measurements and screening tests. If the screening identifies a potential mental health problem, the facility shall obtain a mental health assessment and seek appropriate mental health services when resources for mental health assessments and services are available internally or through referral at no additional cost to the program. Assessment procedures shall include the following:

(1) Identification of strengths, abilities, needs and substance preferences of the offenders served;

(2) Summarization and evaluation of each offender to develop individual treatment plans;

(3) Assessments completed by a Qualified Credentialed Counselor (QCC), or if the assessor is a Counselor Intern, then the documentation must be reviewed and signed by a QCC.

(g) Assessments. The assessment shall include:

(1) a summary of the offender's alcohol or drug abuse history including substances used, date of last use, date of first use, patterns and consequences of use, types of and responses to previous treatment, and periods of sobriety;

(2) Family information, including substance use and abuse by family members and supportive or dysfunctional relationships;

(3) Vocational and employment status, including skills or trades learned, work record, and current vocational plans;

(4) Health information, including medical conditions that present a problem or that might interfere with treatment;

(5) Emotional or behavioral problems, including a history of psychiatric treatment;

(6) Educational achievement level;

(7) Intellectual functioning level; and

(8) A diagnostic summary signed and dated by a Qualified Credentialed Counselor (QCC).

(h) Orientation. Each program shall establish written policies and procedures for the orientation process. Orientation shall be provided at the onset of treatment and in accordance with the level of treatment to be provided. The orientation shall relay information concerning program rules, the grievance procedure, and the steps necessary for offenders to complete treatment successfully.

(i) Offender Rights. The offender's basic rights shall be respected and protected, free from abuse, neglect, exploitation, and discrimination. Each provider shall have written policy and procedure to ensure protection of the offender's rights according to federal and state guidelines.

(j) Release of Information. There shall be written policies and procedures for protecting and releasing offender

information that conforms to federal and state confidentiality laws. The staff shall follow written policies and procedures for responding to oral and written requests for offender-identifying information.

(k) Offender Records. There shall be written policies and procedures regarding the content of offender treatment records. Residential programs shall maintain separate individual treatment records for defendants. Case records, whether residential or outpatient shall include the following information at a minimum:

(1) Initial intake information form;

(2) Referral documentation;

(3) Case information from referral source, if applicable;

(4) release of information forms;

(5) Relevant medical information;

(6) Case history and assessment including risk and needs assessment and Strategies for Case Supervision if required;

(7) Individual treatment plan;

(8) Evaluation and progress reports;

(9) Discharge summary; and

(10) Court order placing the offender into the program.

(l) Offender Records Review Policy. There shall be written policy and procedures to govern the access of offenders to their own substance abuse treatment records in accordance with Texas Health & Safety Code and 42 CFR parts 2. This access does not apply to criminal justice records. Restrictions to access to treatment records shall be specified and explained to offenders upon request. Exceptions must involve the potential for harm to the offender or others.

(m) Treatment Planning and Review. Initial individual Treatment Plans will be completed within ten (10) working days from the date of an offender's admission to a CCF, CCC or any other substance abuse treatment program or through a similar process approved by the CSCD. Substance abuse treatment shall be based on needs identified through assessments and revised according to the offender's success or lack of progress. Treatment plans shall be reviewed at timely intervals at a minimum of once each month or when major changes occur (e.g., change in phase) and shall ensure:

(1) That the primary counselor meets with the offender as needed to review the treatment plan, evaluating goal progress and revisions; and

(2) That all revised treatment plans be signed and dated by the counselor and the offender.

(n) Treatment Progress Notes. There shall be written policies and procedures to require all programs to record and maintain progress notes on all offender case records, to document counseling sessions, and to summarize significant events that occur throughout the treatment process. Progress notes shall be documented at a minimum of once each week.

(o) Changes in Treatment Levels. Each treatment program shall develop written criteria for an offender to advance or regress from a level of treatment. An offender must meet the criteria for a change in the level of treatment before such a change or a discharge is implemented. Justification for level changes must be documented.

(p) Discharges from Treatment. Discharge from a program shall be based on the following criteria:

(1) The offender has made sufficient progress towards meeting the objectives of the supervision plan and program requirements;

(2) The offender has satisfied a period of placement as a condition of community supervision;

(3) The offender has demonstrated non-compliance with the program criteria or court order;

(4) The offender manifests a medical problem that prohibits participation or completion of the program requirements;

(5) The offender displays symptoms of a psychological disorder that prohibits participation or completion of the program requirements; or

(6) The offender is identified as inappropriate or ineligible for participation in the program as defined by facility eligibility criteria, statute, or standard.

(q) Discharge Summary. A discharge summary shall be prepared by the primary counselor for each offender prior to leaving any substance abuse program. The discharge summary shall be sent to the defendant's supervision officer within seven (7) days of discharge and provide a summation of:

(1) Clinical problems at the onset of treatment and original diagnosis;

(2) The problems or needs and strengths or weaknesses identified on the master treatment plan;

(3) The goals and objectives established;

(4) The course of treatment;

(5) The outcomes achieved; and

(6) A continuum of care plan/aftercare treatment plan, which must be prepared with the offender prior to discharge.

(r) General Program Services Provisions. Specific services shall be required of all substance abuse treatment programs. Written policy and procedures shall ensure the following:

(1) All substance abuse services shall be delivered according to a written treatment plan;

(2) All programs shall employ a Qualified Credentialed Counselor as the Program Director, Clinical Director, Senior Counselor, or the counselor in a similar supervisory position;

(3) The program shall include culturally diverse curriculum applicable to the population served and shall be accomplished through demonstrated, appropriate counseling and instructional materials;

(4) Members of the offender treatment team shall demonstrate effective communications and coordination, as evidenced in staffing, treatment planning and case-management documentation;

(5) There shall be written policies and procedures regarding the delivery and administration of prescription and nonprescription medication which provide for:

(A) Conformity with state regulations; and

(B) Documentation of the administration of medications, medication errors, and drug reactions.

(6) Chemical dependency education shall follow a course outline that identifies lecture topics and major

points to be discussed;

(7) The program shall provide education about the health risks of tobacco products and nicotine addiction;

(8) The program shall provide HIV, Hepatitis B and C and Tuberculosis education based on the Model Workplace Guidelines for Direct Service Providers developed by the Texas Department of Health;

(9) Offenders shall have access to HIV counseling and testing services directly or through referral;

(A) HIV services shall be voluntary, anonymous, and not limited by ability to pay.

(B) Counseling shall be based on the model protocol developed by the Texas Department of Health.

(C) In all TDCJ-CJAD funded facilities, testing, as well as pre- and post-test counseling, is to be provided by the medical department or contracted medical provider. In all facilities, service shall be provided either directly or through referral.

(10) The program shall make testing and information, for tuberculosis and sexually transmitted diseases available to all offenders, unless the program has access to test results obtained during the past year;

(A) Services may be made available directly or through referral.

(B) If an offender tests positive for tuberculosis or a sexually transmitted disease, the program shall refer the offender to an appropriate health care provider and take appropriate steps to protect offenders and staff.

(C) A community corrections facility shall report to the local health department the release of an offender who is receiving treatment for tuberculosis.

(11) The program shall:

(A) Refer pregnant offenders who are not receiving prenatal care to an appropriate health care provider and monitor follow-through; and

(B) Refer offenders to ancillary services necessary to meet treatment goals.

(s) Levels of Treatment. All CCFs providing substance abuse treatment shall designate in the current facility's Community Justice Plan (CJP) program proposal levels of treatment to be provided as described in sections (t) through (x) below. Beginning in fiscal year 2004, level II and level III treatment programs must include a cognitive-behavioral component for medium and high-risk offenders.

(t) Level I (Detoxification). Written policies and procedures shall ensure the following:

(1) All offenders admitted to Level I (Detoxification) programs shall need detoxification.

(2) Every offender shall have a completed medical history and physical.

(A) Residential offenders shall have a completed physical and medical history and a physical within 24 hours of admission. If the facility cannot meet this deadline because of exceptional circumstances, the circumstances shall be documented in the offender record. Until an offender's medical history and physical is complete, staff shall observe offenders closely (no less than every 15 minutes) and monitor vital signs (no less than once each hour).

(B) Outpatient offenders shall have the medical history and physical completed before admission.

(3) The program shall provide continuous supervision for offenders.

(A) In residential programs, direct care staff shall be awake and on site 24 hours a day.

(i) During day and evening hours, at least two awake staff shall be on duty for the first 12 offenders, with one more person on duty for each additional one to 16 offenders.

(ii) At night, at least one awake staff member shall be on duty for the first 12 offenders, with one more person on duty for each additional one to 16 offenders.

(B) In outpatient programs, direct care staff shall be awake and on site whenever an offender is on site. Offenders shall have access to on-call staff 24 hours a day.

(4) If the program accepts offenders with acute detoxification symptoms or a history of acute detoxification symptoms, the program shall have:

(A) A licensed vocational nurse or registered nurse on duty during all hours of operation;

(B) A physician on-call 24 hours a day.

(5) Level of observation shall be based on medical recommendations and program design, or not less than that described in (2) (A) above.

(6) A physician shall approve all medical policies, procedures, guidelines, tools, and forms, which shall include:

(A) Screening instruments (including a medical risk assessment) and procedures;

(B) treatment protocol or standing orders for each chemical the program is prepared to address in detoxification; and

(C) Emergency procedures.

(7) The clinical supervisor shall be a physician, physician assistant, advanced practice nurse, or registered nurse.

(8) The program shall:

(A) Ensure continuous access to emergency medical care;

(B) Provide offenders access to mental health evaluation and linkage with mental health services when indicated;

(C) Use written procedures to encourage offenders to seek appropriate treatment after detoxification.

(9) Direct care staff shall complete detoxification training provided by a physician, physician assistant, advanced practice nurse, or registered nurse that includes instruction in the following areas:

(A) Signs of withdrawal;

(B) pregnancy-related complications (if the program admits females of child-bearing age);

(C) Observation and monitoring procedures;

(D) Appropriate intervention; and

(E) Complications requiring transfer.

(10) Staff shall assist each offender in developing an individualized post-detoxification plan that includes appropriate referrals.

(u) Level II (Relapse/Intensive Residential Treatment). Written policies and procedures shall ensure the following:

(1) All offenders admitted to Level II (Relapse/Intensive Residential Treatment) shall be medically stable, and able to participate in treatment.

(2) The program shall provide adequate staff for close supervision and individualized treatment with counselor caseloads not to exceed ten (10) offenders.

(3) There shall be direct care staff alert and on site during all hours of operation. There shall be an appropriate number of direct care staff to provide all required program services, maintain an environment that is conducive to treatment, and ensure the safety and security of the offenders, according to the design of the facility and with the approval of the funding source.

(4) For programs 90 days or less counselors shall complete a comprehensive offender assessment and individual treatment plan within five (5) working days of admission. All other programs shall complete a comprehensive offender assessment and individual treatment plan within ten (10) working days.

(5) The facility shall deliver not less than twenty (20) hours of structured activities per week for each offender, including:

(A) ten (10) hours of chemical dependency counseling with a cognitive-behavioral approach with no less than one hour of individual counseling;

(B) seven (7) hours additional education, counseling, life skills, or rehabilitation activities; and

(C) three (3) hours of structured social or recreational activities.

(6) Counseling and education schedules shall be submitted to the funding entity for approval.

(7) Each offender shall have an opportunity to participate in physical recreation at least weekly.

(8) Program staff shall offer chemical dependency education or services to identified significant others.

(9) The program shall provide each offender with opportunities to apply knowledge and practice skills in a structured, supportive environment. Cognitive-Behavioral Programs shall have a published curriculum identified by the authors to contain cognitive, social and behavioral elements. Anyone facilitating a cognitive curriculum must be trained in that specific curriculum. All staff must receive training on the principles of a cognitive behavioral model as it relates to their job duties. This curriculum shall be approved by TDCJ-CJAD and implemented as designed. Components of the cognitive program shall at minimum include:

(A) Ways to identify thinking patterns; and

(B) Social skills training component.

(v) Level III (Community Residential Treatment). Written policies and procedures shall ensure the following:

(1) All offenders admitted to level III (Community Residential Treatment) shall be medically stable, able to function with limited supervision and support, and be able to participate in work release or community service/restitution programs.

(2) The program shall have adequate staff to meet treatment needs within the context of the program description, with counselor caseloads not to exceed sixteen (16) offenders.

(3) There shall be direct care staff alert and on site during all hours of operation. There shall be an appropriate number of direct care staff to provide for the safety and security of the offenders, according to the design of the facility and with the approval of the funding.

(4) Counselors shall complete a comprehensive offender assessment and individualized treatment plan within ten (10) working days of admission for all offenders.

(5) The facility shall deliver no less than ten (10) hours of structured activities per week for each offender, including at least five (5) hours of chemical dependency counseling with a cognitive-behavioral approach.

(6) Counseling and education schedules shall be submitted to the funding entity for approval.

(7) The program design and application shall include increasing levels of responsibility for offenders and frequent opportunities for offenders to apply knowledge and practice skills in structured and unstructured settings. Cognitive-Behavioral Programs shall have a published curriculum identified by the authors to contain cognitive, social and behavioral elements. This curriculum shall be approved by TDCJ-CJAD and implemented as designed. Anyone facilitating a cognitive curriculum must be trained in that specific curriculum. All staff must receive training on the principles of a cognitive behavioral model as it relates to their job duties. Components of the cognitive program shall at minimum include:

(A) Ways to identify thinking patterns; and

(B) Social skills training component.

(w) Level IV (Outpatient Treatment). Written policies and procedures shall ensure the following:

(1) All offenders admitted to Level IV (Outpatient) programs shall be medically stable, and have appropriate support systems in the community to live independently with minimal structure.

(2) The program shall have adequate staff to provide offenders support and guidance to ensure effective service delivery, safety, and security. Staffing patterns shall be submitted to the funding entity.

(3) The program shall set limits on counselor caseload size to ensure effective, individualized treatment and rehabilitation. Criteria used to set the caseload size shall be documented and approved by the funding entity.

(4) Didactic groups shall not exceed 35 offenders in a group.

(5) Therapeutic groups shall not exceed 16 offenders in a group.

(6) For offenders in supportive outpatient programs, counselors shall complete a comprehensive offender assessment within thirty (30) calendar days of admission for all offenders.

(7) For offenders in intensive outpatient programs, counselors shall complete a comprehensive offender assessment within ten (10) calendar days of admission for all offenders.

(8) Intensive outpatient programs shall deliver no less than ten (10) hours of structured activities per week for each offender, including at least five (5) hours of chemical dependency counseling.

(9) Supportive outpatient programs shall deliver no less than two (2) hours of structured activities per week for each offender, including at least one (1) hour of chemical dependency counseling.

(10) Counseling and education schedules shall be submitted to the funding entity for approval.

(11) The program design and application shall include increasing levels of responsibility for offenders and frequent opportunities for offenders to apply knowledge and practice skills in structured and unstructured settings.

(12) The outpatient treatment levels may be utilized for residents in the work release phase of any residential substance abuse treatment program.

(x) Special Populations. Written policies and procedures shall ensure the following:

(1) Programs that address the special mental health, intellectual capacity, or medical needs of offenders must provide appropriate treatment either by program staff or through contracted services.

(2) Admission to a special needs program must be based on a documented mental health, intellectual capacity, or medical need.

(3) When the assessment process indicates that the offender has coexisting disabilities/disorders, the Treatment Plan shall specifically address those issues that might impact treatment, recovery, relapse, and/or recidivism.

(4) Personnel shall be available who are qualified in the treatment of coexisting disabilities/disorders.

(5) Within ninety-six (96) hours of admission to a special needs residential program, offenders shall be administered a medical and psychological evaluation.

(6) Within ten (10) days of admission to a residential program for special needs offenders, the program administrator or designee shall contact the Texas Council on Offenders with Mental Impairments (TCOMI) regarding the offender's status. As soon as discharge date is projected, TCOMI shall be notified in writing of plans for a continuum of care after discharge, regardless of whether or not the discharge is for successful completion of the program.

(7) Residential facilities providing services for special needs populations shall have procedures to provide access to health care services, including medical, dental, and mental health services, under the control of a designated health authority. When this authority is other than a physician, final medical judgments must rest with a single designated responsible physician licensed by the state.

(A) Services/treatment shall be directed toward maximizing the functioning and reducing the symptoms of offenders.

(B) There shall be written policies and procedures regarding the delivery and administration of prescription and nonprescription medication which provide for:

(i) Conformity with state regulations;

(ii) Documentation of the rationale for use and goals of service/treatment consistent with the individual plan of treatment;

(iii) Documentation of the administration of medications, medication errors, and drug reactions; and

(iv) Procedures to follow in case of emergencies.

(8) There shall be procedures for documenting that the offender has been informed of medication management procedures.

(9) Offenders shall be actively involved in decisions related to their medications.

(10) Programs for special needs offenders must follow the same staffing for treatment levels as the levels for other offenders, except all residential programs shall maintain caseloads of no greater than sixteen (16) offenders for each counselor.

(11) Programs operating in residential facilities shall ensure that offenders will have no less than ten (10) days of appropriate medication for use after discharge.

DRAFT

A. Definitions

§148.1. Definitions.

The following words and terms, when used in this chapter, shall have the following meanings unless the context clearly indicates otherwise.

(1) **Abuse** – An intentional, knowing, or reckless act or omission by an employee, volunteer, or other individual working under the auspices of a facility that causes or may cause death, emotional harm or physical injury to a client. Client abuse includes:

(A) any sexual activity between facility personnel and a client;

(B) corporal punishment;

(C) nutritional or sleep deprivation;

(D) efforts to cause fear;

(E) the use of any form of communication to threaten, curse, shame, or degrade a client;

(F) restraint that does not conform with these rules;

(G) coercive or restrictive actions taken in response to the client's request for discharge or refusal of medication or treatment that are illegal or not justified by the client's condition; and

(H) any other act or omission classified as abuse by the Texas Family Code, §261.001.

(2) **Adolescent** – An individual 13 through 17 years of age whose disabilities of minority have not been removed by marriage or judicial decree.

(3) **Adult** – An individual 18 years of age or older, or an individual under the age of 18 whose disabilities of minority have been removed by marriage or judicial decree.

(4) **Advanced practice nurse** – A registered nurse currently licensed in Texas who is prepared for advanced practice and approved by the Texas State Board of Nurse Examiners.

(5) **Aftercare** – Structured services provided after a client completes treatment that are designed to strengthen and support the client's recovery and prevent relapse.

(6) **Assessment** – An ongoing process through which the counselor collaborates with the client and others to gather and interpret information necessary for developing and revising a treatment plan and evaluating client progress toward achievement of goals identified in the treatment plan, including identification of the client's strengths, weaknesses, and problems/needs.

(7) **Brief interventions** – Short-term practices designed to investigate a potential problem and motivate an individual to begin to do something about his or her substance abuse, either by natural, client-directed means or by seeking additional treatment. Brief interventions are described in "Brief Interventions and Brief Therapies for Substance Abuse" (Treatment

Improvement Protocol 34), published by the Center for Substance Abuse Treatment.

(8) **Brief therapy** – A systematic, focused process that relies on assessment, client engagement, and rapid implementation of change strategies. Brief therapies are described in "Brief Interventions and Brief Therapies for Substance Abuse" (Treatment Improvement Protocol 34), published by the Center for Substance Abuse Treatment.

(9) **Chemical dependency** – Substance abuse and substance dependence as defined in the current edition of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association.

(10) **Chemical dependency counseling** – A collaborative process conducted face-to-face that facilitates the client's progress toward mutually determined treatment goals and objectives as described in "Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice," published by the Center for Substance Abuse Treatment.

(11) **Chemical dependency education** – A planned, structured presentation of information, provided by qualified staff, which is related to chemical dependency and includes a discussion of the material presented.

(12) **Chemical dependency treatment** – A planned, structured, and organized program designed to initiate and promote a person's chemical-free status or to maintain the person free of illegal drugs. It includes, but is not limited to, the application of planned procedures to identify and change patterns of behavior related to or resulting from chemical dependency that are maladaptive, destructive, or injurious to health, or to restore appropriate levels of physical, psychological, or social functioning lost due to chemical dependency.

(13) **Child abuse and neglect** – Any act or omission that constitutes abuse or neglect of a child by a person responsible for a child's care, custody, or welfare as defined in the Texas Family Code §261.001.

(14) **Client** – An individual who has been admitted to a chemical dependency treatment program and is currently receiving services.

(15) **Commission** – The Texas Commission on Alcohol and Drug Abuse.

(16) **Consenter** – The individual legally responsible for giving informed consent for a client. Unless otherwise provided by law, a legally competent adult is his or her own consenter, and the consenter for an adolescent is the adolescent's parent, guardian, or conservator. State law allows a person 16 or 17 years of age to consent to his or her own treatment.

(17) **Counselor** – A qualified credentialed counselor, graduate or counselor intern.

(18) **Counselor intern (CI)** – A person registered with the commission who is pursuing a course of training in chemical dependency counseling at an approved clinical training institution or a person enrolled at an accredited institution of higher education completing an internship at a

treatment program as part of a degree or certificate program in chemical dependency counseling.

(19) **Direct care staff** – Staff responsible for providing treatment, care, supervision, or other direct client services that involve a significant amount of face-to-face contact.

(20) **Discharge** – Formal, documented termination from a treatment facility. Discharge occurs when a client successfully completes treatment goals, is transferred to another facility, leaves against professional advice, or is terminated for other reasons.

(21) **DSM-IV**– The Diagnostic and Statistical Manual of Mental Disorders, Fourth Edition-Text Revision, published by the American Psychiatric Association. Any reference to DSM-IV is understood to mean the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders.

(22) **Ensure** – Take all reasonable and necessary steps to achieve results.

(23) **Exploitation** – The illegal or improper use of a client or a client's resources for monetary or personal benefit, profit, or gain by an employee, volunteer, or other individual working under the auspices of a facility.

(24) **Facility** – A legal entity with a single governing body, a single administration, and a single staff that provides chemical dependency treatment.

(25) **Graduate** – An individual who has successfully completed the 270 hours of education, 300 hour practicum, and 4,000 hours of supervised work experience required to become a licensed chemical dependency counselor in the state of Texas but has neither received a license nor failed the examination the maximum number of times allowed by law.

(26) **HIV** – Human Immunodeficiency Virus infection.

(27) **Individual service day** – A day on which a specific client receives services.

(28) **Intake** – The administrative process for gathering information about a prospective client and giving prospective client information about the facility and its treatment and services.

(29) **Licensed chemical dependency counselor** – A counselor licensed by the Texas Commission on Alcohol and Drug Abuse.

(30) **Licensed health professional** – A physician, physician assistant, advanced practice nurse, registered nurse, or licensed vocational nurse authorized to practice in the state of Texas.

(31) **Life skills training** – A formalized program of training, based upon a written curriculum and provided by qualified staff, designed to help clients with communication and social interaction, stress management, problem solving, decision making, and management of daily

responsibilities.

(32) **Mechanical restraint** – Use of a physical device to control or restrict a person's physical movement or actions.

(33) **Medical emergency** – A medical condition with acute symptoms of sufficient severity that a prudent layperson could reasonably expect the absence of immediate medical attention to result in death or serious harm.

(34) **Medication error** – Medication not given according to the written order by the prescribing professional or as recommended on the medication label. Medication errors include duplicate doses, missed doses, and doses of the wrong amount or drug.

(35) **Motivational interviewing** – A therapeutic style intended to help counselors work with clients to address their ambivalence and enhance motivation for positive change. Motivational interviewing is described in "Enhancing Motivation for Change in Substance Abuse Treatment" (Treatment Improvement Protocol 35), published by the Center for Substance Abuse Treatment.

(36) **Neglect** – A negligent act or omission by an employee, volunteer, or other individual working under the auspices of a facility that causes or may cause death or substantial emotional harm or physical injury to a client. Examples of neglect include, but are not limited to:

(A) failure to provide adequate nutrition, clothing, or health care;

(B) failure to provide a safe environment free from abuse;

(C) failure to maintain adequate numbers of appropriately trained staff;

(D) failure to establish or carry out an appropriate individualized treatment plan; and

(E) Any other act or omission classified as neglect by the Texas Family Code, §261.001.

(37) **On duty** – Present on the site to perform job duties.

(38) **Person** – An individual, firm, partnership, corporation, association, or other business or professional entity.

(39) **Personal restraint** – Physical contact to control or restrict a person's physical movement or actions.

(40) **Personnel** – Members of the governing body, employees, contract providers, consultants, agents, representatives, volunteers, and other individuals working on behalf of the facility through a formal or informal agreement.

(41) **Private practice** – Unless otherwise defined by a licensing board, an individual's professional counseling practice in which the individual:

(A) provides all treatment services personally;

(B) does not report to a supervisor or utilize subordinate counseling staff; and

(C) Is a licensed chemical dependency counselor or exempt from licensure?

(42) **Program** – A specific level of chemical dependency treatment delivered to a specific client population at a specific location.

(43) **Psychiatric emergency** – A condition that requires immediate intervention and/or medical attention to prevent an individual from presenting an immediate danger to self or others, or which causes the individual to be incapable of controlling, knowing, or understanding the consequences of his or her actions.

(44) **Qualified credentialed counselor (QCC)** – A licensed chemical dependency counselor or one of the professionals listed below who is licensed and in good standing in the state of Texas and has at least 1,000 hours of documented experience working with people who have substance use disorders:

(A) licensed professional counselor (LPC);

(B) licensed master social worker (LMSW);

(C) licensed marriage and family therapist (LMFT);

(D) licensed psychologist;

(E) licensed physician;

(F) registered nurse (RN) holding the credential of certified addictions registered nurse (CARN); and

(G) Advanced practice nurse recognized by the Board of Nurse Examiners as a clinical nurse specialist or nurse practitioner with a specialty in psyche-mental health (APN-P/MH).

(45) **Qualified mental health professional** – A qualified mental health professional as defined in the Texas Administrative Code, Part 2, Chapter 401, Subchapter J.

(46) **Refer** – Identify appropriate services and provide information and assistance needed to access them.

(47) **Residential site** – A site owned, leased, or operated by the facility where clients who are receiving chemical dependency treatment or aftercare stay in a supervised 24-hour living environment.

(48) **Retaliate** – Adverse actions taken to punish or discourage a person who reports a violation

or cooperates with an investigation, inspection, or proceeding. Such actions include, but are not limited to, suspension or termination of employment, demotion, discharge, transfer, discipline, restriction of privileges, harassment, and discrimination.

(49) **Screening** – The process by which a client is determined appropriate and eligible for admission to a particular program and through which the counselor, client, and available significant others determine the most appropriate initial course of action, given the client's needs and characteristics and the available resources within the community.

(50) **Seclusion** – Isolating a client in a room from which exit is prevented.

(51) **Sexual exploitation** – A pattern, practice, or scheme of conduct that can reasonably be construed as being for the purposes of sexual arousal or gratification or sexual abuse of any person. It may include sexual contact, a request for sexual contact, or a representation that sexual contact or exploitation is consistent with or part of treatment.

(52) **Signature** – Authentication of a record that meets the criteria established in §148.11 of this title (relating to General Documentation Requirements).

(53) **Staff** – Individuals working for the facility in exchange for money or other compensation.

(54) **Unethical conduct** – Conduct prohibited by the ethical standards adopted by state or national professional organizations or by rules established by a profession's state licensing agency.

(55) **Unprofessional conduct** – An act or omission that violates commonly accepted standards of behavior for individuals or organizations.

B. Licensure Information

§148.11. Purpose.

The purpose of these rules is to protect the health, safety, and welfare of chemically dependent **clients** and to ensure they receive adequate and appropriate treatment.

§148.21. License Required.

(a) A **facility** providing **chemical dependency treatment** in Texas shall have a license issued by the **commission** unless it is:

(1) a facility maintained or operated by the federal government or its agencies;

(2) a facility directly operated by the state of Texas;

(3) a chemical dependency treatment program approved by the Texas Department of Health

within a licensed general hospital, specialty hospital or private psychiatric facility;

(4) a pharmacotherapy program licensed by the Texas Department of Health;

(5) an educational program for intoxicated drivers;

(6) an individual who personally provides support services to chemically dependent persons but does not offer or purport to offer a chemical dependency treatment program;

(7) the private practice of a licensed health care practitioner or licensed chemical dependency counselor who personally renders individual or group services within the scope of the practitioner's license and in the practitioner's individual office;

(8) a religious organization registered under Chapter 145 of this title (relating to Faith-Based Chemical Dependency Treatment Programs); or

(9) a 12-step or similar self-help chemical dependency recovery program:

(A) that does not offer or purport to offer a chemical dependency treatment program;

(B) that does not charge program participants; and

(C) In which program participants may maintain anonymity.

(b) Facilities providing chemical dependency treatment for **clients** who are diagnosed with both a substance use disorder and a mental health disorder shall be licensed by the commission unless exempt under paragraph (a) of this section.

(c) The facility shall have written approval for each **residential site** it operates.

(d) A license is not transferable to a separate legal entity.

§148.22. Variances.

(a) The **commission's** executive director or designee may grant a temporary variance to a **facility** or group of facilities.

(b) To be eligible for a variance, a facility shall show:

(1) an alternative method is used to meet the intent of the rule; and

(2) The variance will not jeopardize the health, safety, or welfare of clients or compromise client treatment.

(c) The commission's executive director or designee will determine if an alternative is equivalent to the written rule and when it will be accepted during licensure reviews.

(d) A variance cannot be granted for a statutory requirement.

§148.23. New Licensure Application.

(a) An applicant for initial licensure shall submit a complete licensure application with an application fee.

(b) Within 45 days of receipt of the application, the **commission** shall notify the applicant that the application is complete or specify the additional information required.

(c) The applicant shall submit all requested materials and correct any deficiencies identified by the commission within the specified time frames.

(d) If an on-site inspection is necessary, the commission will conduct the inspection within 45 days of receiving a satisfactory version of requested materials. The commission will notify the provider of any deficiencies identified during an on-site inspection within 30 days, and the provider shall provide evidence of sufficient corrective action within the timeframe specified in the inspection report.

(e) The commission will issue the license within 45 days of receiving all required evidence of compliance and all required fees.

(f) If an applicant fails to provide evidence of compliance within six months from the date the application is received, the application will be denied. Six months after the date of denial, the applicant may reapply by submitting a new application and application fee.

(g) The applicant shall not provide **chemical dependency treatment** services before receiving written notice of licensure approval.

(h) The facility shall display the licensure certificate prominently at the headquarters location and each approved **residential site**.

§148.24. Licensure Renewal.

(a) A license issued by the **commission** expires at the end of two years.

(b) The licensee shall file an application update and pay the renewal fee before the license expires. Notice of less than 60 days may delay approval.

(c) The **facility** shall not provide services after the license expiration date unless it has submitted the application update and fee by the date of expiration.

§148.25. Changes in Status.

(a) A **facility** shall submit the appropriate application and fees and receive written approval before adding a new Level I service, adding a new **residential site**, moving to a new

residential location, or increasing the number of beds in a residential program.

(b) If the facility fails to provide evidence of compliance within six months from the date the application for a change in status is received, the application will be denied. Six months after the date of denial, the facility may reapply by submitting a new application and application fee.

(c) The facility shall notify the **commission** in writing of each location where outpatient services will be provided and shall not provide services at a new outpatient location until it has received written acknowledgement that the commission has received the notice.

(d) The provider shall also notify the commission's licensure department in writing before:

(1) adding a new Level II, III, or IV service;

(2) providing services to a new age group or gender;

(3) changing the organization's name; or

(4) Increasing the number of outpatient slots.

(e) The provider shall notify the commission in writing within 30 days if it:

(1) closes a residential site or outpatient location;

(2) decreases the number of residential beds or outpatient slots; or

(3) Discontinues a level of service.

§148.26. Closure.

The **facility** shall notify the **commission's** licensure department in writing within 30 days when it closes a **chemical dependency treatment program**. The facility shall ensure that all clients are appropriately **discharged** or transferred before the program closes and make appropriate arrangements for properly maintaining client records in compliance with confidentiality regulations.

§148.27. Licensure Review.

The **commission** may conduct a scheduled or unannounced inspection or request materials for review at any time. The **facility** shall allow commission staff to access the facility's grounds, buildings, and records and to interview or survey members of the governing body, **staff**, and **clients**. The facility shall make all property, records, and documents related to the licensure application available for examination, copy, or reproduction during normal business hours, on or off premises.

§148.28. Licensure Fees.

(a) A **facility** shall pay the full licensure fee for any licensure period during which it provides **chemical dependency treatment**. Failure to notify the **commission's** licensure department of closure does not excuse a licensee from paying fees.

(b) Fees shall be paid in full by commercial or agency check, cashier's check, or money order.

(c) The schedule for licensure fees is:

(1) application fee - $100;

(2) base fee - $1000;

(3) fee per **residential site** - $100;

(4) fee per bed - $30;

(5) Maximum fee per facility (excluding application fees) - $4,000.

(d) A $25 fee is charged for a printed list of licensed facilities, a set of mailing labels for licensed facilities, or a replacement certificate.

(e) Licensure fees are not refundable.

§148.31. Action Against a License.

(a) The **commission** shall take action against a **facility** if an applicant, licensee, owner, member of the governing body, administrator, or clinical **staff** member of the facility:

(1) has a documented history of client **abuse** or **neglect**;

(2) violates any provision of the Texas Health and Safety Code, Chapter 464, or any other applicable statute, or a commission rule; or

(3) Owes the commission money.

(b) Action taken may include:

(1) suspending or revoking a license;

(2) refusing to renew a license;

(3) placing a facility on probation when the facility's license has been suspended;

(4) imposing an administrative penalty; and

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(5) Issuing a reprimand.

(c) The commission will determine the length of probation or suspension. The commission may hold a hearing at any time and revoke probation or suspension.

(d) Surrender or expiration of a license does not interrupt an investigation or action taken against a license. The facility is not eligible to regain the license until all outstanding investigations, disciplinary proceedings, or hearings are resolved.

(e) A facility whose license has been revoked is not eligible to apply for licensure until two years have passed since the date of revocation.

(f) A facility whose license has been revoked or a facility who surrendered its license after an administrative hearing to revoke the license has been noticed is not eligible to receive a faith-based exemption under Chapter 145 of this title (relating to Faith-Based Chemical Dependency Treatment Programs) until two years have passed since the date of revocation or surrender.

C. Facility Management

§148.101. Facility Organization

(a) Governing body. The **facility** shall have a governing body with legal authority to operate in the state of Texas. If the organization is governed by a board of directors, the board shall meet at least quarterly and maintain minutes for each meeting.

(b) Organizational structure. The facility shall maintain current documentation of the organization's staffing structure, including lines of supervision and the number of full time equivalent **staff** members for each position.

(c) Job descriptions. The facility shall have a current job description for each position that specifies job duties and minimum qualifications.

§148.102. Policies, Procedures, and Licensure Rules.

(a) The **facility** shall adopt and implement written policies and procedures specified in this section. The policies and procedures shall contain sufficient detail to ensure compliance with the referenced **commission** rules.

(b) All **programs** shall have policies and/or procedures related to the following rules:

(1) §148.103 of this title (relating to Standards of Conduct);

(2) §148.112 of this title (relating to Client Records);

(3) §148.113 of this title (relating to Significant Incident Reports);

(4) §148.115 of this title (relating to Client Transportation);

(5) §148.302 of this title (relating to Client Grievances);

(6) §148.303 of this title (relating to Client Abuse, Neglect, and Exploitation); and

(7) §148.313 of this title (relating to Restraint and Seclusion).

(c) Residential programs shall also have procedures related to the following rules:

(1) §148.315 of this title (relating to Responding to Emergencies);

(2) §148.316 of this title (relating to Searches);

(3) §148.411 of this title (relating to Additional Requirements for Adolescent Programs), subsection (k), if applicable;

(4) §148.501 through 148.504 of this title (relating to Medication); and

(5) §148.603 of this title (relating to Emergency Evacuation).

(d) The policy and procedure manual shall be current, in compliance with current licensure rules, individualized to the program, and easily accessible to all **staff** at all times.

§148.103. Standards of Conduct.

(a) The **facility** and all of its **personnel** shall protect **clients'** rights and provide adequate and appropriate treatment.

(b) Neither the facility nor any of its personnel shall:

(1) provide services while under the influence of alcohol or illegal drugs;

(2) commit an illegal, **unprofessional or unethical act** (including client **abuse**, **neglect**, or **exploitation**);

(3) assist or knowingly allow another person to commit an illegal, unprofessional, or unethical act;

(4) knowingly provide false or misleading information;

(5) falsify, alter, destroy or omit significant information from required reports and records or interfere with their preservation;

(6) **retaliate** against anyone who reports a violation or cooperates during a review, inspection, investigation, hearing, or other related activity; or

(7) Interfere with **commission** reviews, inspections, investigations, hearings, or related activities. This includes taking action to discourage or prevent someone else from cooperating with the activity.

(c) Any person associated with the facility that receives an allegation or has reason to suspect that a person associated with the facility has been, is, or will be engaged in illegal, unethical or unprofessional conduct shall immediately inform the commission's investigations division and the facility's chief executive officer or designee. If the allegation involves the chief executive officer, it shall be reported to the commission and the facility's governing body.

(d) Neither the facility nor any of its personnel shall enter into a personal or business relationship with a person who receives services from the facility until at least two years after the service recipient's **discharge**.

(e) The facility and its personnel shall comply with Chapter 164 of the Texas Health and Safety Code (relating to Treatment Facilities Marketing and Admission Practices).

(f) The facility shall have written policies on staff conducts that comply with this section.

§148.105. General Environment.

(a) The **facility** shall comply with the Americans with Disabilities Act. The facility shall maintain documentation that it has conducted a self-inspection to evaluate compliance and implemented a corrective action plan within reasonable time frames to address identified deficiencies.

(b) The facility shall provide a safe, clean, and well-maintained environment.

(c) The facility shall have adequate space, furniture, and supplies.

(d) The facility shall have private space for confidential interactions.

(e) The facility shall prohibit smoking inside facility buildings and vehicles and during structured program activities. Staff shall not provide or facilitate client access to tobacco products.

(f) The facility shall prohibit firearms and other weapons, alcohol, illegal drugs, illegal activities, and violence on the program site.

§148.106. Required Postings.

(a) The **facility** shall post a legible copy of the following documents in a prominent public location that is readily available to **clients**, visitors, and **staff**:

(1) the Client Bill of Rights;

(2) the **commission's** current poster on reporting complaints and violations; and

(3) The client grievance procedure.

(b) These documents shall be displayed in English and in a second language at every location where services are provided.

§148.111. General Documentation Requirements.

(a) The **facility** shall keep complete, current documentation.

(b) All documents shall be factual and accurate.

(c) All documents and entries shall be dated and authenticated by the person responsible for the content.

(1) Authentication of paper records shall be an original signature that includes at least the first initial, last name and required credentials. Initials may be used if the client record includes a document that identifies all individuals initialing entries, including the full printed name, signature, credentials, and initials.

(2) Authentication of electronic records shall be a cryptography-based digital signature.

(d) Documentation shall be permanent and legible.

(e) When it is necessary to correct a client record, incident report, or other legal document, the error shall be marked through with a single line, dated, and initialed by the writer.

(f) Records shall contain only those abbreviations included on the facility's list of approved abbreviations.

§148.112. Client Records

(a) The **facility** shall establish and maintain a single record for every **client** at the time of **admission**. The content of client records shall be complete, current, and well organized.

(b) The facility shall protect all client records and other client-identifying information from destruction, loss, tampering, and unauthorized access, use or disclosure.

(1) All active client records shall be stored at the facility and inactive records in off-site storage shall be fully protected.

(2) Information that identifies applicants shall be protected to the same degree as information

that identifies clients.

(3) Electronic client information shall be protected to the same degree as paper records and shall have a reliable backup system.

(c) The facility shall limit access to the records to **staff** with job duties requiring their use.

(d) Staff shall keep records locked at all times unless an authorized person is continuously present in the immediate area.

(e) The facility shall ensure that all client records can be located and retrieved promptly at all times.

(f) The facility shall comply with federal and state confidentiality laws and regulations, including 42 CFR Part 2 (the federal regulations on the Confidentiality of Alcohol and Drug Abuse Client Records) and Texas Health and Safety Code, Chapter 611 (relating to Mental Health Records). The facility shall also protect the confidentiality of HIV information as required in Texas Health and Safety Code §81.103 (relating to Confidentiality; Criminal Penalty).

(g) The facility shall not deny clients access to the content of their records except as provided by the Texas Health and Safety Code, §611.0045.

(h) Client records shall be kept for at least five years. Records of **adolescent** clients shall be kept for at least five years after the client turns 18.

(i) If client records are microfilmed, scanned, or destroyed, the facility shall take steps to protect confidentiality. The facility shall maintain a record of all client records destroyed on or after September 1, 1999, including the client's name, record number, birth date, and dates of admission and discharge.

§148.113. Significant Incident Reports.

(a) **Staff** shall complete an incident report for all significant client incidents, including:

(1) incidents of actual or suspected **abuse**, **neglect**, **exploitation**, or other violation of client rights;

(2) accidents and injuries;

(3) **medical emergencies**;

(4) **psychiatric emergencies**;

(5) **medication errors**;

(6) illegal or violent behavior;

(7) loss of a client record;

(8) **personal or mechanical restraint or seclusion**;

(9) release of confidential information without client consent;

(10) fire or significant disruption of **program** operation (including disruption due to insufficient staffing);

(11) death of an active outpatient or residential **client** (on or off the program site); and

(12) Clients absent without permission from a residential program.

(b) The incident report shall be completed within 24 hours and shall provide a detailed description of the event, including the date, time, location, individuals involved, and action taken.

(c) The person writing the report shall sign it and record the date and time it was completed.

(d) Incident reports shall be stored in a central file.

(e) The facility shall have a designated individual responsible for reviewing incident reports. When indicated, the facility shall implement corrective action to prevent similar incidents from occurring.

(f) Alleged client abuse, neglect, and exploitation shall be reported to the **commission's** investigations division as described in §148.303 of this title (relating to Client Abuse, Neglect, and Exploitation).

(g) Incidents within the following categories that do not meet the definition of abuse, neglect, or exploitation shall be reported to the commission's investigations division within 72 hours:

(1) all fires;

(2) substantial disruption of program operation;

(3) death of an active client (on or off the program site);

(4) suicide attempt by an active client (on or off the program site);

(5) medical and psychiatric emergencies that result in admission to an inpatient unit of a medical or psychiatric facility;

(6) illegal behavior on the program site;

(7) violent behavior on the program site that results in injury or a police report; and

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(8) Use of personal or mechanical restraint or seclusion.

(h) The facility shall report all illegal drugs and other contraband found on the facility site to law enforcement authorities.

§148.115. Client Transportation.

The **facility** shall have a written policy on the use of facility vehicles and/or **staff** to transport **clients** and shall ensure that vehicles used to transport clients are maintained and operated safely.

D. Personnel and Staff Development

§148.201. Hiring Practices.

(a) A **facility** using **counselor interns** shall be registered with the **commission** as a clinical training institution and comply with all applicable requirements.

(b) The facility shall verify the current status of all required credentials with the credentialing authority by phone or letter.

(c) The facility shall comply with all applicable laws, including the Texas Civil Practice and Remedies Code §81.003, which relates to employment reference checks.

(d) The facility shall obtain and assess the results of a statewide criminal background check from the Department of Public Safety on all **staff** within six weeks of the date of hire. The facility shall use the criteria listed in the Texas Occupations Code §53.022 and §53.023, to evaluate criminal history reports and make related employment decisions.

(e) The facility shall not hire an individual who has not passed a pre-employment drug test that meets criteria established by the commission.

(f) The facility shall maintain a personnel file for each staff member with documentation demonstrating compliance with this section.

§148.202. Students and Other Volunteers.

(a) The **facility** shall ensure that students and other volunteers comply with standards of performance and conduct.

(b) Volunteers shall be appropriate and qualified to perform assigned duties.

(c) Volunteers shall receive orientation and training appropriate to their qualifications and responsibilities and shall be appropriately supervised by **staff**.

§148.203. Staff Training.

(a) Each **staff** person shall complete initial training during the first 30 calendar days of employment. The initial training shall include discussion of licensure rules relating to:

(1) **client** rights;

(2) client grievance procedures;

(3) confidentiality of client-identifying information;

(4) client **abuse**, **neglect**, and **exploitation**;

(5) requirements for reporting abuse, neglect, and other serious incidents;

(6) standards of conduct; and

(7) Emergency and evacuation procedures.

(b) The **facility** shall provide training in issues relating to abuse, neglect, and exploitation and illegal, **unprofessional, and unethical conduct** to all staff that have any client contact.

(1) This training shall comply with the interagency memorandum of understanding on abuse training (see §148.205 of this title relating to Training Requirements Relating to Abuse, Neglect, and Unprofessional or Unethical Conduct).

(2) Full time staff in residential programs shall receive at least eight hours every year, and full time staff in outpatient programs shall receive at least two hours every year. Hours of training for part time staff may be determined by the facility based on the number of hours worked and the amount of direct client contact.

(c) All **direct care staff** shall complete four hours of training related to tuberculosis, **HIV**, Hepatitis B and C, and sexually transmitted diseases during the first 90 days of employment.

(1) The training shall be based on the Texas Commission on Alcohol and Drug Abuse Workplace and Education Guidelines for HIV and Other Communicable Diseases.

(2) The facility shall provide all staff with updated information about these diseases every two years.

(d) All direct care staff in residential programs shall have current certification in CPR within 90 days of hire. **Licensed health professionals** are exempt, and personnel in licensed medical facilities are exempt if emergency resuscitation equipment and trained response teams are available 24 hours a day.

(e) All direct care staff in residential programs and in Level I, II and III outpatient programs shall have at least four hours of face-to-face training in nonviolent crisis intervention during the first 90 days of employment.

(1) The instructor shall have successfully completed a course for crisis intervention instructors or have equivalent training and experience.

(2) The training shall teach staff how to use verbal and other non-physical methods for prevention, early intervention, and crisis management.

(f) All direct care staff working in programs that use restraint or **seclusion** shall have face-to-face training and competency in the safe methods of the specific procedures used within 90 days of hire. This includes all direct care staff working in **adolescent** residential programs, ~~detoxification programs~~, and programs that accept emergency detentions. The training shall last approximately four hours and shall include hands-on practice under the supervision of a qualified instructor.

(g) Each staff member who conducts **intakes** or screens applicants for admission shall complete eight hours of training in the program's intake and **screening** procedures annually.

(1) The first eight hours shall be completed during the first 90 days of employment and before a staff member conducts intakes or screens applicants for admission.

(2) The training shall cover the **DSM-IV** diagnostic criteria for substance-related disorders, and shall also include at least two hours annually on other mental health diagnoses.

(h) All staff members responsible for supervising clients in self-administration of medication who are not credentialed to administer medication shall complete at least two hours of documented training from a physician, pharmacist, physician assistant, or registered nurse before performing this task. The training is required one time and shall be completed during the first 90 days of employment. It shall include:

(1) prescription labels;

(2) medical abbreviations;

(3) routes of administration;

(4) use of drug reference materials;

(5) storage, maintenance, handling, and destruction of medication;

(6) documentation requirements; and

(7) Procedures for **medication errors**, adverse reactions, and side effects.

(i) All counselors this includes supervisors working in adolescent programs shall have or receive at least eight hours of specialized education or training in emotional, mental health and **chemical dependency** problems specific to **adolescents** and appropriate adolescent treatment strategies. This training shall be completed within the first 90 days of employment.

(j) All direct care staff working in detoxification programs shall complete detoxification training during the first 90 days of employment. The training is required one time only and shall be provided by a physician, physician assistant, **advanced practice nurse**, or registered nurse with at least one year of documented experience in detoxification. It shall include:

(1) signs of withdrawal;

(2) observation and monitoring procedures;

(3) pregnancy-related complications (if the program admits women);

(4) complications requiring transfer;

(5) appropriate interventions; and

(6) frequently-used medications, including purpose, precautions, and side effects.

(k) The amount and type of training for contract personnel shall be based on the amount of time spent at the facility, degree of client contact, and individual qualifications and responsibilities.

(l) Unless otherwise specified, video, manual, or computer-based training is acceptable if the supervisor discusses the material with the staff person in a face-to-face session to highlight key issues and answer questions.

(m) The facility may accept documented training from another organization completed during the year prior to employment if it meets commission requirements.

(n) The facility shall maintain documentation of all required training for each staff person.

§148.205. Training Requirements Relating to Abuse, Neglect, and Unprofessional or Unethical Conduct.

(a) Introduction. The **commission** is a party to a joint memorandum of understanding (MOU) with the Texas Department of Health and the Texas Department of Mental Health and Mental Retardation concerning training requirements for identifying **abuse**, **neglect**, and **unprofessional** or **unethical conduct** in health care facilities.

(b) Memorandum of understanding. The purpose of the MOU is to implement certain

requirements enacted by Acts 1993, 73rd Legislature, Regular Session, Chapter 573 (Senate Bill 210), which amends Health and Safety Code, Chapter 161, by adding Subchapter K, relating to, "abuse, neglect, and unprofessional or unethical conduct in health care facilities." Section 161.133 requires the Texas Board of Mental Health and Mental Retardation (TXMHMR), the Texas Board of Health (TDH) and the Texas Commission on Alcohol and Drug Abuse (TCADA) to adopt by rule a joint MOU, as set out below, detailing the health facility in service training requirement for identifying patient abuse or neglect and illegal, unprofessional, or unethical conduct by or in the health care facility. In accordance with the referenced legislation, each health care facility is required to annually provide, as a condition of continued licensure, a minimum of eight hours of in service training designed to assist employees and health care professionals associated with the facility in identifying patient abuse or neglect and illegal, unprofessional, or unethical conduct by or in the facility, as such terms are defined in Health and Safety Code, Subchapter K, Chapter 161. Accordingly, TXMHMR, TDH, and TCADA agree as follows.

(c) Application. If a health care facility provides inpatient mental health, **chemical dependency**, or comprehensive medical rehabilitation services in a separate and distinct unit of the hospital, the requirements of this MOU shall apply to all employees and associated health care professionals who are assigned to, or who provide services on such units.

(d) Definitions. The following words and terms, when used in this section, shall have the following meanings, unless the context clearly indicates otherwise.

(1) Health care facility – An inpatient mental health facility, inpatient treatment facility, or hospital that provides comprehensive medical rehabilitation services.

(2) Hospital that provides comprehensive medical rehabilitation services – Includes a general hospital and a special hospital.

(3) Illegal conduct – Conduct prohibited by law.

(4) Inpatient mental health facility – As defined in Texas Health and Safety Code Chapter §571.003, a mental health facility that can provide 24-hour residential and psychiatric services and that is:

(A) a facility operated by the TXMHMR;

(B) a private mental hospital licensed by the TDH;

(C) a community center;

(D) a facility operated by a community center or other entity designated by the TXMHMR to provide mental health services;

(E) an identifiable part of a general hospital in which diagnosis, treatment, and care for

persons with mental illness is provided and that is licensed by the TDH; or

(F) A hospital operated by a federal agency.

(5) Inpatient treatment facility – A treatment facility that can provide 24-hour residential and chemical dependency services and that is:

(A) a public or private hospital;

(B) a detoxification facility;

(C) a primary care facility;

(D) an intensive care facility;

(E) a long-term care facility;

(F) a community mental health center;

(G) a recovery center;

(H) a halfway house;

(I) an ambulatory care facility; or

(J) Any other facility that offers or purports to offer **chemical dependency treatment**.

(6) Unethical conduct – Conduct prohibited by the ethical standards adopted by state or national professional organizations for their respective professions or by rules established by the state licensing agency for the respective profession.

(7) Unprofessional conduct – Conduct prohibited under rules adopted by the state licensing agency for the respective profession.

(e) Minimum standards of training program.

(1) The in service training program shall address, at a minimum, the following elements:

(A) Applicable laws and regulations governing patient abuse and neglect, as well as policies and procedures adopted by the governing board of the facility with regard to patient abuse and neglect.

(B) Applicable laws and regulations governing illegal, unprofessional, and unethical conduct, as well as policies and procedures adopted by the governing board of the facility with regard to illegal, unprofessional, and unethical conduct.

(C) Applicable laws and regulations governing patient rights, as well as policies and

procedures adopted by the governing board of the facility with respect to patient rights.

(D) Specific types of patient abuse and neglect and how to identify when abuse or neglect is occurring or has occurred.

(E) Specific types of illegal, unprofessional, and unethical conduct and how to identify when illegal, unprofessional, or unethical conduct is occurring or has occurred.

(F) Requirements and procedures for reporting an incident of patient abuse and neglect, together with the applicable penalties for non-reporting.

(G) Requirements and procedures for reporting illegal, unprofessional, and unethical conduct, together with the applicable penalties for non-reporting.

(H) The legal protection afforded to employees and associated health care professionals who report patient abuse and neglect and illegal, unprofessional, and unethical conduct.

(2) In addition, the training program may include training designed to improve patient care or to prevent abuse or neglect and illegal, unprofessional, and unethical conduct from occurring. This additional training may be customized according to the type of tasks performed by the various employees and health care professionals, their amount of direct patient contact, and the likelihood of their being exposed to patient abuse or neglect and illegal, unprofessional, or unethical conduct. Courses related to improving patient care may include things such as the "Prevention and Management of Aggressive Behavior" (PMAB) or other programs designed to deal with aggressive behavior and crisis intervention, some aspects of existing employee orientation courses, and continuing education courses (continuing medical education, continuing nursing education, continuing education unit) related to improving patient care.

(3) Each full-time employee or associated health care professional shall receive a minimum of eight hours in service training on identifying patient abuse or neglect and illegal, unprofessional, or unethical conduct. The in service training program shall include the topics outlined in paragraph 1 of this section; in addition, the training may include other topics as outlined in paragraph 2 of this section.

(4) Although each part-time employee or associated health care professional must receive training as outlined in paragraphs 1 and 2 above, the amount and type of training provided to each part-time employee or associated health care professional may be determined based on a number of factors, including, but not limited to:

(A) the amount of direct contact the employee or associated health care professional has with patients;

(B) the amount of time the employee or associated health care professional spends at

the health care facility (for example, a consultant who is at the hospital 20 hours a week versus a consultant who works at the health care facility once a month).

(5) An interim training program that does not meet the minimum requirements set forth in subsection (e), paragraph 1, above, is acceptable until June 1, 1994, to allow for development of a training program that meets the minimum standards of this MOU.

(f) Means of reporting compliance with requirements.

(1) Each facility subject to the in service training requirement shall keep a record of the exact content of training provided.

(2) Each facility subject to the in service training requirement shall furnish documentation to show that each employee has completed the required training. Documentation shall include:

(A) course title;

(B) instructor's name;

(C) date(s) of course(s);

(D) employee or associate health professional's social security number;

(E) signature block for employee or associated health care professional to verify that training was received and that he/she is aware of the training objectives; and

(F) Length of program presented.

(3) The health care facility shall keep the records required in paragraphs (1) and (2) above for five years.

(4) A health care facility that utilized an independent contracting agency that supplies health care professionals and/or contract personnel to serve on a full or part time basis in a health care facility may rely on written representations by the independent contracting agency that such health care professionals and/or contract personnel have received in service training on identifying patient abuse or neglect and illegal, unprofessional or unethical conduct. An independent contracting agency shall meet all other requirements of this MOU and shall supply evidence documenting each healthcare professional's and/or contract personnel's compliance with such requirements.

(5) Employees and associated health care professionals may fulfill all or some of the training requirement by attending a continuing education program on patient abuse or neglect or illegal, unprofessional, or unethical conduct, provided such program meets the minimum requirements set forth in subsection (e) paragraph (1), above. In addition, briefings regarding the Code of Ethics for the appropriate discipline provided by the discipline head

or other individual may be used to fulfill a portion of the requirement.

(6) Each health care facility shall be in compliance with the annual requirement if it can demonstrate that each employee or associated health care professional received the required training over a twelve month period, and that the health care facility provided the required eight hours of in service training over the 12-month period.

(g) Miscellaneous provisions.

(1) This memorandum of understanding shall be jointly adopted as a rule by the Texas Board of Mental Health and Mental Retardation, the Texas Board of Health, and the Texas Commission on Alcohol and Drug Abuse and shall be effective upon final joint adoption of the rules by the signatory agencies.

(2) This memorandum may be amended at any time upon the mutual agreement of the agencies and such amendments shall also be made to the jointly adopted rules.

Each agency shall review and modify the memorandum as necessary not later than the last month of each state fiscal year.

E. Client Rights

§148.301. Client Bill of Rights.

(a) The **facility** shall respect and protect **clients'** rights. The Bill of Rights shall include:

(1) You have the right to a humane environment that provides reasonable protection from harm and appropriate privacy for your personal needs.

(2) You have the right to be free from **abuse**, **neglect**, and **exploitation**.

(3) You have the right to be treated with dignity and respect.

(4) You have the right to appropriate treatment in the least restrictive setting available that meets your needs.

(5) You have the right to be told about the **program's** rules and regulations before you are admitted.

(6) You have the right to be told before admission:

(A) the condition to be treated;

(B) the proposed treatment;

(C) the risks, benefits, and side effects of all proposed treatment and medication;

(D) the probable health and mental health consequences of refusing treatment; and

(E) Other treatments that are available and which ones, if any, might be appropriate for you.

(7) You have the right to accept or refuse treatment after receiving this explanation.

(8) If you agree to treatment or medication, you have the right to change your mind at any time (unless specifically restricted by law).

(9) You have the right to a treatment plan designed to meet your needs, and you have the right to take part in developing that plan.

(10) You have the right to meet with **staff** to review and update the plan on a regular basis.

(11) You have the right to refuse to take part in research without affecting your regular care.

(12) You have the right not to receive unnecessary or excessive medication.

(13) You have the right not to be restrained or placed in a locked room by yourself unless you are a danger to yourself or others.

(14) You have the right to have information about you kept private and to be told about the times when the information can be released without your permission.

(15) You have the right to communicate with people outside the facility. This includes the right to have visitors, to make telephone calls, and to send and receive sealed mail. This right may be restricted on an individual basis by your doctor or the person in charge of the program if it is necessary for your treatment or for security, but even then you may contact an attorney or the Texas Commission on Alcohol and Drug Abuse at any reasonable time.

(16) You have the right to be told in advance of all estimated charges and any limitations on the length of services that the facility is aware of.

(17) You have the right to receive an explanation of your treatment or your rights if you have questions while you are in treatment.

(18) If you consented to treatment, you have the right to leave the facility within four hours of requesting release unless a physician determines that you pose a threat of harm to yourself and others.

(19) You have the right to make a complaint and receive a fair response from the facility within a reasonable amount of time.

(20) You have the right to complain directly to the Texas Commission on Alcohol and Drug

Abuse at any reasonable time.

(21) You have the right to get a copy of these rights before you are admitted, including the address and phone number of the Texas Commission on Alcohol and Drug Abuse.

(22) You have the right to have your rights explained to you in simple terms, in a way you can understand, within 24 hours of being admitted.

(b) If a client's right to free communication is restricted under the provisions of paragraph (15) of this section, the physician or program director shall document the clinical reasons for the restriction and the duration of the restriction in the client record. The physician or program director shall also inform the client, and, if appropriate, the client's **consenter** of the clinical reasons for the restriction and the duration of the restriction.

§148.302. Client Grievances.

(a) The **facility** shall have a written **client** grievance procedure.

(b) Staff shall give each client and **consenter** a copy of the grievance procedure within 24 hours of admission and explain it in clear, simple terms that the client understands.

(c) The grievance procedure shall tell clients that they can:

(1) file a grievance about any violation of client rights or **commission** rules;

(2) submit a grievance in writing and get help writing it if they are unable to read or write;

(3) Request writing materials, postage, and access to a telephone for the purpose of filing a grievance.

(d) The procedure shall also inform clients that they can submit a complaint directly to the commission at any time and include the current mailing address and toll-free telephone number of the commission's investigations division.

(e) The facility shall have a written procedure for **staff** to follow when responding to client grievances. The facility shall:

(1) evaluate the grievance thoroughly and objectively, obtaining additional information as needed;

(2) provide a written response to the client within seven calendar days of receiving the grievance;

(3) take action to resolve all grievances promptly and fairly; and

(4) Document all grievances, including the final disposition, and keep the documentation in a central file.

(f) The facility shall not:

(1) discourage, intimidate, harass, or seek retribution against clients who try to exercise their rights or file a grievance; or

(2) Restrict, discourage, or interfere with client communication with an attorney or with the commission for the purposes of filing a grievance.

§148.303. Client Abuse, Neglect, and Exploitation.

(a) Any person who receives an allegation or has reason to suspect that a **client** has been, is, or will be **abused**, **neglected**, or **exploited** by any person shall immediately inform the **commission's** investigations division and the **facility's** chief executive officer or designee. If the allegation involves the chief executive officer, it shall be reported to the commission's investigations division and the facility's governing body.

(1) The person shall also report allegations of **child abuse or neglect** to the Texas Department of Protective and Regulatory Services as required by the Texas Family Code §261.101.

(2) The person shall also report allegations of abuse or neglect of an elderly or disabled individual to the Texas Department of Protective and Regulatory Services as required by the Texas Human Resources Code §48.051.

(b) If the allegation involves **sexual exploitation**, the chief executive officer shall comply with reporting requirements listed in the Civil Practice and Remedies Code §81.006.

(c) The chief executive officer shall take immediate action to prevent or stop the abuse, neglect, or exploitation and provide appropriate care and treatment.

(d) The chief executive officer or designee shall ensure that a verbal report has been or is made to the commission's investigations division as required in subsection (a) of this section.

(e) The person who reported the incident shall submit a written incident report to the chief executive officer within 24 hours.

(f) The chief executive officer shall send a written report to the commission's investigations division within two working days after receiving notification of the incident. This report shall include:

(1) the name of the client and the person the allegations are against;

(2) the information required in the incident report or a copy of the incident report;

(3) Other individuals, organizations, and law enforcement notified.

(g) The chief executive officer or designee shall also notify the legal **consenter**. If the client is the legal consenter, family members and significant others may be notified only if the client gives written consent.

(h) The facility shall investigate the complaint and take appropriate action unless otherwise directed by the commission's investigations division. The investigation and the results shall be documented.

(i) The facility shall take action needed to prevent any confirmed incident from recurring.

(j) The facility shall:

(1) document all investigations and resulting actions and keep the documentation in a central file;

(2) have a written policy that clearly prohibits the abuse, neglect, and exploitation of clients;

(3) Enforce the policy and provide appropriate sanctions for confirmed violations.

§148.311. Program Rules.

(a) The **facility** shall establish appropriate written rules to protect the health, safety, and welfare of all **clients**.

(b) The consequences for violating **program** rules shall be defined in writing and shall include clear identification of violations that may result in **discharge**. The consequences shall be reasonable, appropriate and shall not include:

(1) physical discipline or measures involving the use of food, water, sleep, or bathroom privileges; or

(2) Discipline that is authorized, supervised, or carried out by clients.

(c) Every client shall be informed verbally and in writing of the program rules and consequences for violating the rules at the time of **admission**.

(d) The facility shall enforce the rules fairly and objectively and shall not implement consequences for the convenience of **staff**.

§148.312. Client Labor.

(a) The **facility** shall not hire **clients** to fill **staff** positions. Former clients are not eligible for employment at the facility until at least two years after documented **discharge** from active treatment from the facility.

(b) Clients may be required or allowed to work for the facility only when the following conditions are met.

(1) Work responsibilities (and compensation, if applicable) are defined in writing.

(2) Staff explains mandatory work requirements before admission.

(3) The client gives voluntary written consent to the work.

(4) Work does not interfere or conflict with treatment.

(5) Work does not endanger client safety or well-being.

(6) Work does not involve access to client records.

(7) Work arrangements do not violate client confidentiality.

(8) The facility provides appropriate equipment, supplies, instruction, and assistance.

(c) The facility shall not require clients to participate in any fund raising or publicity for the facility.

(d) The facility and its staff members shall not enter into a business relationship with any client, give a personal gift to a client, or accept a personal gift of value from a client until at least two years after documented discharge.

§148.313. Restraint and Seclusion.

(a) The governing body shall adopt a policy to either authorize or prohibit the use of **personal restraint**, **mechanical restraint**, and **seclusion**. All **adolescent** residential programs and programs accepting emergency detentions shall authorize use of personal restraint. Any facility authorizing use of restraint or seclusion shall have a written procedure that ensures compliance with this section.

(b) In programs authorizing use of restraint or seclusion, **direct care staff** shall be trained as described in §148.203 of this title (relating to Staff Training).

(c) Staff shall not use restraint or seclusion unless a **client's** behavior endangers the client or others and less restrictive methods have been tried and failed.

(d) Staff shall not use more force than is reasonable and necessary to prevent imminent harm and shall ensure the safety, well-being, and dignity of clients who are restrained or secluded,

including attention for personal needs.

(e) Staff shall obtain authorization from the supervising **qualified credentialed counselor** before starting restraint or seclusion or as soon as possible after implementation.

(1) The facility shall not use standing authorizations for restraint or seclusion.

(2) Authorization for mechanical restraint or seclusion shall be based on a face-to-face evaluation.

(3) Each authorization shall include a specific time limit, not to exceed 12 hours.

(f) When the client has been safely restrained or secluded, staff shall tell the client what behavior and timeframes are required for release and shall release the client as soon as the criteria are met.

(g) Clinical staff shall review and document alternative strategies for dealing with behaviors necessitating the use of restraint or seclusion two or more times in any 30-day period.

(h) The chief executive officer or designee shall review all incident reports involving restraint or seclusion and take action to address unwarranted use of these measures.

(i) A client held in restraint shall be under continuous direct observation. The facility shall ensure adequate circulation during mechanical restraint and shall only use devices designed for therapeutic restraint.

(j) Seclusion rooms shall be set up to prevent clients from harming themselves and shall allow staff to observe clients easily in all parts of the room. When a client is in seclusion, staff shall conduct a visual check every 15 minutes.

(k) The facility shall have a written procedure that ensures compliance with this section.

(l) Staff shall record the following information in the client record within 24 hours:

(1) the circumstances leading to the client's loss of control;

(2) the specific behavior necessitating the restraint or seclusion and the behavior required for release;

(3) less restrictive interventions that were tried before restraint or seclusion began;

(4) the signed authorization of the supervising qualified credentialed counselor;

(5) the names of the staff members who implemented the restraint or seclusion;

(6) the date and time the procedure began and ended;

(7) the behavior and timeframes required for release;

(8) the client's response;

(9) observations made, including the 15 minute checks; and

(10) Attention given for personal needs.

§148.315. Responding to Emergencies.

(a) The **facility** shall ensure that **staff** has the training and resources necessary to protect the health and safety of **clients** and other individuals during **medical and psychiatric emergencies**.

(b) The facility shall have written procedures for responding to medical and psychiatric emergencies.

(c) Emergency numbers shall be posted by all phones.

(d) The facility shall have adequate first aid supplies that are visible or well labeled and easy to access at all times.

§148.316. Searches

(a) All residential **facilities** shall adopt a written policy on **client** searches. Client searches include personal searches and searches of a client's property or sleeping quarters. If client searches are allowed, the facility shall adopt a written search procedure that ensures the protection of client rights.

(b) Client searches may only be conducted to protect the health, safety, and welfare of clients, including detection of drugs and weapons.

(c) Searches shall be conducted in a professional manner that maintains respect and dignity for the client. The facility shall not conduct a directly observed strip search of any client.

(d) A witness shall be present during all client searches.

(e) **Staff** and witnesses involved in a personal search shall be the same gender as the client.

(f) All client searches shall be documented in the client record, including the reason for the search, the result of the search, and the **signatures** of the individual conducting the search and the witness.

F. Program Services

§148.401. Requirements Applicable to All Programs (Residential and Outpatient)

(a) The **facility** shall, to the greatest extent possible, provide **clients** access to a full continuum of care within the facility or establish agreements with other service providers to give clients access to treatment settings and levels it does not provide.

(b) The level of care received by clients shall be modified as needed during the course of treatment to meet individual client needs.

(c) The facility shall provide the minimum services required for each licensed level of care.

(1) Level I shall provide medication and nursing care to manage the client's withdrawal symptoms. The program shall also provide **motivational interviewing** and **brief interventions and therapies** to enhance the client's understanding of addiction, address immediate needs, motivate the client to participate in on-going treatment, and prepare the client for **discharge** or transfer. The number of hours and content of the services for each client shall be based on the individual's condition and needs identified during assessment.

(2) Level II shall provide an average of at least 20 hours of treatment services per week for each client, comprised of at least three hours of **chemical dependency counseling** (including at least one hour of individual counseling) and 17 hours of additional counseling, **chemical dependency education**, and/or **life skills training**.

(3) Level III shall provide an average of at least ten hours of treatment services per week for each client, comprised of at least two hours of chemical dependency counseling (including at least one hour of individual counseling every other week) and eight hours of additional counseling, chemical dependency education, and/or life skills training.

(4) Level IV shall provide an average of at least two hours of counseling per week including at least one hour of individual counseling per month. Additional hours of service, if provided, may include counseling, education, and/or life skills training.

(d) Group size shall be limited to a number that allows effective interaction between the group and **counselor** and among group members.

(1) Group counseling sessions are limited to a maximum of 16 clients.

(2) Group education and life skills training sessions are limited to a maximum of 35 clients. This limit does not apply to multi-family educational groups, seminars, outside speakers, or other events designed for a large audience.

(e) Chemical dependency education and life skills training shall follow a written curriculum. All educational sessions shall include client participation and discussion of the material presented and how it relates to the clients' individual treatment goals.

(f) The **program** shall provide education about tuberculosis, **HIV**, Hepatitis B and C, and sexually transmitted diseases based on the Texas Commission on Alcohol and Drug Abuse Workplace and Education Guidelines for HIV and Other Communicable Diseases.

(g) The program shall provide education about the health risks of tobacco products and nicotine addiction and shall encourage abstinence from tobacco products.

(h) The program shall provide access to screening for tuberculosis and testing for HIV antibody, Hepatitis C, and sexually transmitted diseases.

(1) HIV antibody testing shall be carried out by an entity approved by the Texas Department of Health.

(2) If a client tests positive, the program shall refer the client to an appropriate health care provider.

(i) The program shall refer clients to physical health, mental health, and ancillary services if those services are not available through the program and are necessary to meet treatment goals and shall conduct follow-up.

(j) Individuals shall not be denied admission or discharged from treatment because they are taking prescribed medication.

§148.403. General Staffing Requirements (Residential and Outpatient).

(a) The **facility** shall maintain an adequate number of qualified **staff** to comply with licensure rules, provide appropriate and individualized treatment, and protect the health, safety, and welfare of **clients**.

(b) **Direct care staff** shall be awake and on site during all hours of program operation.

(c) Each program shall set limits on caseload size that ensure effective, individualized treatment. The **program** shall justify the caseload size in writing based on the program design, characteristics and needs of the population served, and any other relevant factors.

(d) All **personnel** shall receive the training and supervision necessary to ensure compliance with **commission** rules, provision of appropriate and individualized treatment, and protection of client health, safety and welfare.

(e) Individuals responsible for planning, directing, or supervising Level II, III, and IV treatment shall be **qualified credentialed counselors (QCCs)**. The clinical program director shall have at least two years of post-licensure experience providing **chemical dependency treatment**.

(f) **Chemical dependency counseling**, **education**, and **life skills training** shall be provided by

counselors or individuals who have the specialized education, expertise, and/or experience needed to teach the material.

(g) All **counselor interns** shall work under the direct supervision of a qualified credential counselor as required in Chapter 150 of this title (relating to Counselor Licensure).

(h) Mental health services shall be provided by:

(1) a **qualified mental health professional**; or

(2) AN LCDC who has received additional training and achieved competence in working with chemically dependent individuals with co-occurring mental health conditions. At a minimum, the training must include 45 education hours in mental health and 2,000 hours of documented work experience under the supervision of a qualified mental health professional.

(i) **Counselors** shall not provide group or individual counseling focused on trauma, abuse, or sexual issues unless they are licensed and have specialized education/training and supervised experience in the subject. At a minimum, LCDCs providing these services must have 45 education hours and 2,000 hours of documented work experience under the supervision of a qualified mental health professional.

(j) One or more direct care staff trained in non-violent crisis intervention shall be on duty and on site at all times that the program is in operation. In residential programs, one or more direct care staff certified in CPR shall also be on duty and on site at all times that the program is in operation.

(k) The facility shall not allow its clients to serve as staff. Former clients shall not be hired until at least two years after **discharge** from active treatment at the facility.

§148.405. Additional Requirements for Level I (Residential or Outpatient Detoxification).

(a) The **program** shall have a medical director who is a licensed physician. The medical director shall be responsible for **admission**, diagnosis, medication management, and **client** care.

(b) The medical director shall approve all medical policies, procedures, guidelines, tools, and the medical content of all forms, which shall include:

(1) **screening** instruments and procedures;

(2) treatment protocol or standing orders for each major drug category; and

(3) Emergency procedures.

(c) In residential programs, **direct care staff** shall be awake and on duty where the clients are located 24 hours a day.

(1) During day and evening hours, at least two awake staff shall be on duty for the first 12 clients, with one more person on duty for each additional one to 16 clients.

(2) At night, at least one awake staff member shall be on duty for the first 12 clients, with one more person on duty for each additional one to 16 clients. Night staff shall conduct and individually document in client records at least three checks while clients are sleeping.

(d) Residential programs shall have a licensed vocational nurse or registered nurse on duty for at least eight hours every day and a physician on call 24 hours a day.

(e) In outpatient programs, a licensed vocational nurse or registered nurse shall be on duty during all hours of operation. Clients shall have access to an on-call health care professional with detoxification experience 24 hours a day.

(f) The program shall ensure continuous access to emergency medical care.

(g) Direct care staff shall complete training in detoxification as described in §148.203 of this title (relating to Staff Training) and in restraint and/or seclusion as described in §148.313 of this title (relating to Restraint and Seclusion). Training in restraint and seclusion is required only if those procedures are authorized by policy.

§148.406. Additional Requirements for Level II, III, and IV Residential Services.

(a) In **adult** Level II residential programs, the **direct care staff**-to-**client** ratio shall be at least 1:16 when clients are awake and 1:32 during sleeping hours.

(b) In adult Level III and IV residential programs, the direct care staff-to-client ratio shall be at least 1:20 when clients are awake and 1:50 during sleeping hours.

(c) Direct care staff included in staff-to-client ratios shall not have job duties that prevent ongoing and consistent client supervision.

(d) The program shall have at least one **counselor** on duty at least eight hours a day, Monday through Saturday.

(e) The program shall provide planned, structured activities during evenings and weekends in addition to the required treatment services. The minimum number of additional hours is 10 for adults and 15 for **adolescents**.

(f) Clients in residential programs shall have an opportunity for eight continuous hours of sleep each night. Staff shall conduct and document at least three checks while clients are sleeping.

(g) Every residential program shall adopt medication procedures so that clients can take medication during treatment.

(h) Residential programs shall provide three meals for every client. Meals shall provide a balanced and nutritious diet. Records of menus as served shall be maintained for 30 days after the date of the serving.

(1) The program shall provide modified diets to residents who require them as determined by a **licensed health professional**. Special diets shall be prepared in consultation with a licensed dietitian.

(2) All food shall be selected, stored, prepared, and served in a safe, healthy manner.

(3) When meals are provided by a contracted food service, a written contract shall require the food service to pass an annual kitchen health inspection by the local health authority or the Texas Department of Health.

(i) Residential programs shall ensure clients have access to appropriate physical and mental health services.

§148.411. Additional Requirements for Adolescent Programs (Residential and Outpatient).

(a) The **facility** shall maintain separation between **adults** and **adolescents** except during family-based treatment activities. Residential facilities shall have separate sleeping areas, bedrooms, and bathrooms for adults and adolescents and for males and females.

(b) Residential and Level II outpatient programs shall provide access to education approved by the Texas Education Agency within three school days of admission when treatment is expected to last more than 14 days.

(c) The **program's** treatment services, lectures, and written materials shall be age-appropriate and easily understood by **clients**.

(d) The facility shall allow regular communication between an adolescent client and the client's family and shall not arbitrarily restrict any communications without clear individualized clinical justification documented in the client record.

(e) The facility shall ensure that **staff** who plan, supervise, or provide adolescent treatment have specialized education or training as required in §148.203 of this title (relating to Staff Training). This applies to counselors but not to other direct care staff.

(f) In residential programs, the **direct care staff**-to-client ratio shall be at least 1:8 during waking hours (including program-sponsored activities away from the facility) and 1:16 during sleeping hours. In Level II outpatient programs, the direct care staff-to-client ratio shall be at least 1:8.

(g) Clients shall be under direct supervision at all times.

(h) The treatment plan shall address adolescent needs and issues and family relationships.

(i) The program shall involve the adolescent's family or an alternate support system in the treatment process or document why this is not happening.

(j) The program shall prohibit adolescent clients from using tobacco products on the program site. Staff and other adults (volunteers, clients, and visitors) shall not use tobacco products in the presence of adolescent clients on site.

(k) The facility shall have written procedures that staff use when an adolescent leaves a program without permission. As stated in §148.102, this applies only to residential programs.

§148.412. Correctional Facilities.

(a) **Programs** located in correctional facilities are not required to meet **commission** standards in areas under the control of the correctional facility. Correctional mandates shall take precedence when correctional requirements conflict with commission requirements.

(b) A correctional facility is an institution operated under the jurisdiction of federal, state or local government used to confine individuals who have been convicted of a crime and sentenced to a period of incarceration. Correctional facilities include prisons, jails, and youth detention centers but exclude community-based organizations serving individuals mandated to treatment by the judicial or correctional system.

(c) The commission may grant variances to community-based treatment **facilities** that contract with correctional authorities when correctional requirements conflict with commission requirements.

§148.413. Court Commitment Services.

(a) **Facilities** accepting court commitments shall be licensed to provide the appropriate level of service:

(1) emergency detention: Level I or Level II residential services;

(2) **adult** inpatient involuntary commitments: Level II or Level III residential services for adults;

(3) adult outpatient involuntary commitments: Level II or Level III outpatient services;

(4) juvenile inpatient commitments: Level II residential services for **adolescents**;

(5) Juvenile outpatient commitments: Level II or Level III outpatient services for adolescents.

(b) The facility's court commitment program shall comply with the Texas Health and Safety

Code, Chapter 462.

(c) The facility shall report unauthorized departures to the referring courts. Verbal report shall be made immediately, with written confirmation within 24 hours.

(d) The program shall provide the judiciary with sufficient written information about its program design, treatment methods, and admission processes, lengths of stay and continuum of care to assist the judiciary in committing appropriate **clients** to the facility.

(e) The program shall accept all chemical dependency clients brought to the facility under an emergency detention warrant, order of protective custody, or civil court order for treatment. A formal **screening** and assessment is not required before **admission**.

(f) A program that accepts emergency detentions shall adopt a written policy authorizing use of restraint and/or seclusion and implement procedures that conform with §148.313 of this title (relating to Restraint and Seclusion).

(g) The client record shall contain documentation of the conditions and/or behaviors that caused the client's entry into the civil court commitment process.

(h) The client record shall also contain copies of the legal documents required for civil court commitment as specified by Texas Health and Safety Code, Chapter 462.

(i) The facility shall provide training for at least two designated **staff** to ensure they understand and comply with court commitment statutes, regulations, and procedures.

§148.421. Screening and Admission Authorization

(a) Every individual admitted to a Level I treatment **program** shall meet the **DSM-IV** criteria for substance intoxication or withdrawal.

(b) Every person admitted to a Level II, III, or IV treatment program shall meet the DSM-IV criteria for substance abuse or dependence.

(c) **Adults** and **adolescents** shall be treated in separate programs.

(1) Adolescent programs serve youth 13 to 17 years of age. However, children aged 10 to12 and young adults aged 18 to 21 may be admitted to an adolescent program when the screening process indicates the individual's needs, experiences, and behavior are similar to those of adolescent clients.

(2) Adult programs serve individuals 18 years of age or older. However, adolescents aged 16 or 17 may be admitted to an adult program when they are referred by the adult criminal justice system or when the screening process indicates the individual's needs, experiences, and behavior indicate that the individual's needs, experiences, and behavior are similar to those of adult clients.

(3) Every exception to the general age requirements shall be clinically justified and documented and approved in writing by the program director.

(d) The facility shall use the Texas Department of Insurance criteria to place applicants in the most appropriate level of care accessible to them at the facility or through **referral**. Exceptions shall be clinically justified in writing and approved by the program director.

(e) A qualified professional shall conduct a face-to-face examination of each applicant to establish the Axis I diagnosis, assess withdrawal potential, and determine the need for treatment and the type of treatment to be provided. The examination shall identify potential mental health problems that warrant further assessment.

(1) In programs providing Level I treatment, the examination shall be conducted by a physician, physician assistant, **advanced nurse practitioner**, or registered nurse.

(2) In programs providing Level II, III, or IV treatment, a **counselor** shall conduct the examination.

(f) A qualified professional shall authorize each admission in writing and specify the type of care to be provided. If the examining professional is not qualified to authorize admission, the authorizing professional shall review the results of the examination and meet with the applicant face-to-face before authorizing admission. The authorization shall be documented in the client record and shall contain sufficient documentation to support the diagnosis and the placement decision.

(1) All admissions to Level I treatment shall be authorized by a physician, physician assistant, advanced nurse practitioner, or registered nurse. Each admission authorization shall be verified and co-signed by a physician within 72 hours. If the physician determines an admission was not appropriate, the client shall be transferred to an appropriate service provider.

(2) In programs providing Level II, III or IV treatment, a **QCC** shall authorize the admission.

(h) If an individual is not admitted, the program shall refer and assist the applicant to obtain appropriate services.

(i) When an applicant is denied admission, the facility shall maintain documentation signed by the examining professional who includes the reason for the denial and all referrals made.

§148.422. Intake and Consent to Treatment.

(a) Before **admission**, a trained **staff** member shall collect and document information about the **client's** financial resources and insurance benefits.

(b) The facility shall obtain written authorization from the **consenter** before providing any

treatment or medication. The consent form shall be dated and signed by the client, the consenter, and the staff person providing the information, and shall document that the client and consenter have received and understood the following information:

(1) the specific condition to be treated;

(2) the recommended course of treatment;

(3) the expected benefits of the treatment;

(4) the probable health and mental health consequences of not consenting;

(5) the side effects and risks associated with the treatment; and

(6) Any generally accepted alternatives and whether an alternative might be appropriate.

(c) Before admission, the **facility** shall also provide the client and consenter with the following information in writing:

(1) the estimated average daily charge, including an explanation of any services that may be billed separately;

(2) the qualifications of the staff who will provide the treatment;

(3) the name of the primary **counselor**;

(4) the Client Bill of Rights as specified in §148.301 of this title (relating to Client Bill of Rights);

(5) the client grievance procedure;

(6) the **program** rules, including rules about visits, telephone calls, mail, and gifts, as applicable;

(7) violations that can lead to disciplinary action or **discharge**;

(8) any consequences or searches used to enforce program rules;

(9) the facility's services and treatment process; and

(10) Opportunities for family or significant others to be involved in treatment.

(d) This information shall be explained to the client and consenter in simple, non-technical terms within 24 hours of admission. If an emergency or the client's physical or mental condition prevents the explanation from being given within 24 hours, staff shall document the circumstances in the client record and present the explanation as soon as possible. Documentation of the explanation shall be dated and signed by the client, the consenter, and

the staff person providing the explanation.

(e) The client record shall include a copy of the Client Bill of Rights dated and signed by the client and consenter.

(f) If possible, all information shall be provided in the consenter's primary language.

§148.423. Initial Assessment.

(a) A **counselor** shall conduct and document a comprehensive **assessment** of each **client** admitted to the **facility**. The assessment shall provide comprehensive information about the client's past and present status that provides a thorough understanding of the following areas:

(1) presenting problems and circumstances leading to admission;

(2) alcohol and other drug use, past and present;

(3) past psychiatric and chemical dependency treatment;

(4) significant medical history and current health status;

(5) family structure;

(6) current living situation;

(7) relationships with family of origin, nuclear family, and significant others;

(8) social history;

(9) education and vocational training;

(10) employment history and current status;

(11) legal history and current legal status;

(12) emotional state and behavioral functioning, past and present; and

(13) Strengths and weaknesses.

(b) If the screening identifies a potential mental health problem, the facility shall obtain a mental health assessment and seek appropriate mental health services when resources for mental health assessments and/or services are available internally or through **referral** at no additional cost to the program. These services shall be provided by a facility authorized to provide such services or a qualified professional as described in §148.303(h) of this title

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(relating to General Staffing Requirements (Residential and Outpatient)).

(c) The assessment shall result in a comprehensive diagnostic impression. The diagnostic impression shall include **DSM-IV** Axes I, IV, and V and may include Axes II and III.

(d) The assessment shall result in a comprehensive listing of the client's problems and needs.

(e) The assessment shall be signed by a **QCC** and filed in the client record within three individual service days of admission.

(f) The program may accept an assessment from an outside source if:

(1) it meets the **commission's** criteria;

(2) it was completed during the 30 days preceding admission or is received directly from a facility that is transferring the client; and

(3) A counselor reviews the information with the client and documents an update.

(g) For residential clients in Levels II, III, and IV, a **licensed health professional** shall conduct an assessment of the client's physical health status within 96 hours of admission. The facility may accept a health assessment from an outside source completed no more than 30 days before admission or received directly from a transferring facility. If the client has any physical complaints or indications of medical problems, the client shall be referred to a physician, physician assistant, or **advanced nurse practitioner** for a history and physical examination. The examination, if needed, shall be completed within a reasonable time frame and the results filed in the client record.

(h) Each Level I client shall have a history and physical examination signed by a physician, physician assistant, or advanced nurse practitioner.

(1) Residential clients shall have the history and physical examination completed and filed within 24 hours of admission. The program may accept an examination completed during the 24 hours preceding admission if it is approved by the program's physician, physician assistant, or advanced practice nurse.

(2) Outpatient clients shall have the history and physical examination completed and available for review by program staff before admission.

§148.424. Treatment Planning and Implementation.

(a) The **counselor** and **client** shall work together to develop an individualized, written treatment plan that addresses problems and needs identified in the **assessment**. When appropriate, family and/or significant others shall also be involved.

(1) When the client needs services not offered by the **facility**, appropriate **referrals** shall be

made and documented in the client record.

(2) The client record shall contain justification when identified needs are temporarily deferred or not addressed during treatment.

(b) The treatment plan shall include goals, objectives, and strategies.

(1) Goals shall be based on the client's problems/needs, strengths, and preferences.

(2) Objectives shall be individualized, realistic, measurable, time specific, appropriate to the level of treatment, and clearly stated in behavioral terms.

(3) Strategies shall describe the type and frequency of the specific services and interventions needed to help the client achieve the identified goals.

(c) The treatment plan shall include the criteria for discharging or transferring the client to another level of care. The Texas Department of Insurance criteria shall be used as a general guideline for determining when clients are appropriate for transfer or **discharge**, but individualized criteria shall be specifically developed for each client.

(d) The treatment plan shall include initial plans for discharge. The discharge plans shall be updated as the client progresses through treatment.

(e) The treatment plan shall identify the client's primary counselor and shall be dated and signed by the client and the counselor. When the counselor is an intern or graduate, a **QCC** shall review and sign the treatment plan.

(f) The treatment plan shall be completed and filed in the client record with five individual service days of admission.

(g) The **program** shall implement the treatment plan. The progress notes shall reflect that every goal and objective is addressed regularly or as needed during the course of treatment and shall document when a goal or objective is completed.

(h) Program staff shall document all treatment services (**counseling**, **chemical dependency education**, and **life skills training**) in the client record within 72 hours, including:

(1) the date, nature, and duration of the contact;

(2) the topic of the session and the goals and/or objectives addressed;

(3) the client's response; and

(4) The signature and credentials of the person providing the service.

(i) In addition to the items in subsection (h) of this section, individual and group counseling notes

shall include:

(1) clinical observations made during the session, including the client's mental status; and

(2) Changes in client circumstances and new issues or needs identified during the session.

(j) All residential programs and Level II outpatient programs shall write a weekly summary note describing the client's response to treatment over the course of the week. Information documented in other progress notes does not need to be repeated in the weekly summary. The weekly summary shall be completed within 72 hours of the end of the treatment week and shall include:

(1) significant events and changes in the client's circumstances;

(2) clinical observations, including the client's mental status;

(3) progress towards specific goals and objectives; and

(4) New issues or needs identified.

(k) The treatment plan shall be evaluated on a regular basis and revised as needed to reflect the ongoing reassessment of the client's problems, needs, and response to treatment.

(l) The primary counselor shall meet with the client to evaluate the treatment plan at appropriate intervals defined in writing by the program. At a minimum, treatment plans shall be reviewed midway through the projected duration of treatment. The treatment plan shall also be reviewed and revised when there is a significant change in the client's status.

(m) The treatment plan review shall include:

(1) an evaluation of the client's progress toward each goal and objective;

(2) revision of the goals, objectives and discharge plans as needed; and

(3) An assessment of the continued appropriateness of the current treatment level.

(n) Treatment plan reviews shall be dated and signed by the client, the counselor and the supervising QCC, if applicable.

(o) When a client is transferred to a new level of care, the client record shall contain:

(1) clear documentation of the decision signed by a QCC, including the rationale and the effective date; and

(2) A revised treatment plan.

§148.426. Discharges.

(a) The **program** shall plan all **discharges** with **clients**, **consenters**, and other service providers to provide reasonable protection and continuity of services to the client.

(1) When a client is **referred** or transferred to another chemical dependency or mental health service provider for continuing care, the facility shall contact the receiving program before the client is discharged to make arrangements for the transfer.

(2) Coordination activities shall be documented in the client record.

(3) With proper client consent, the facility shall provide the receiving program with copies of relevant parts of the client's record.

(b) The program shall involve the client's family or an alternate support system in the discharge planning process when appropriate.

(c) Discharge planning shall be completed before the client's scheduled discharge.

(d) A written discharge plan shall be developed to address ongoing client needs, including:

(1) individual goals or activities to sustain recovery;

(2) referrals; and

(3) **Aftercare** services, if applicable.

(e) The completed discharge plan shall be dated and signed by the counselor, the client, and the consenter (if applicable).

(f) The program shall give the client and consenter a copy of the plan, and file the original signed plan in the client record.

(g) The program shall complete a discharge summary for each client within 30 days of discharge. The discharge summary shall be signed by a **QCC** and shall include:

(1) dates of admission and discharge;

(2) needs and problems identified at the time of admission, during treatment, and at discharge;

(3) services provided;

(4) assessment of the client's progress towards goals;

(5) reason for discharge; and

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(6) Referrals and recommendations, including arrangements for aftercare.

(h) The **facility** shall contact each client no later than 90 days after discharge from the facility and document the individual's current status or the reason the contact was unsuccessful.

G. Medication

§148.501. General Provisions for Medication.

(a) All **facilities** that provide medication shall implement written procedures for medication storage, administration, documentation, inventory, and disposal.

(b) Prescription medication shall be used only for therapeutic and medical purposes and shall be administered as prescribed by an appropriately licensed professional.

(c) Single doses of prescription medication shall be prepared and packaged by a licensed pharmacist or physician.

(d) The facility shall ensure that staff that provides medication are properly credentialed and trained.

(e) The program shall have the phone number of a pharmacy and a comprehensive drug reference manual easily accessible to **staff**.

§148.502. Medication Storage.

(a) Prescription and over-the-counter medications, syringes, and needles shall be kept in locked storage and accessible only to **staff** who are authorized to provide medication.

(b) **Clients** may keep prescription or over-the-counter medication in their personal possession on site with written authorization from the program director. Staff shall ensure that authorized clients keep medication on their persons or safely stored and inaccessible to other clients.

(c) The **program** shall store all medications, syringes, and needles in their original containers under appropriate conditions.

(d) The **facility** shall ensure that stock prescription medications are stored in a licensed pharmacy or physician's office and dispensed by a pharmacist or physician as required by the Texas Occupations Code, Subtitle J.

(e) The facility shall ensure that prescription medication is in a container labeled by the pharmacy.

§148.503. Medication Inventory and Disposal.

(a) The **program** shall use an effective system to track and account for all prescription

medication.

(b) **Staff** shall inventory and inspect all stored prescription medication at least daily using a centralized medication inventory form.

(c) The staff member conducting the inventory shall **sign** and date the inventory sheet. When a discrepancy exists between the administration record and the inventory count form, a note explaining the reason for the discrepancy or action taken to reconcile/correct the discrepancy shall be signed by the staff member conducting the inventory and kept with the medication inventory forms.

(d) Staff shall separate unused and outdated medication immediately and dispose of it within 30 days.

(e) Methods used for disposal shall prevent medication from being retrieved, salvaged, or used. Two staff members shall witness and document disposal, including amount of medication disposed of and method used.

§148.504. Administration of Medication.

(a) **Staff** shall provide and discontinue medication exactly as prescribed.

(b) Prescription medication shall be administered only by nurses and other staff who are legally authorized to administer medication.

(c) **Clients** may self-administer medication under the supervision of staff who are trained as described in §148.203 of this title (relating to Staff Training).

(d) Each dose of prescription and over-the-counter medication taken by the client shall be documented in the client's record.

(e) The medication record shall include:

(1) the client's name;

(2) drug allergies (or the absence of known allergies);

(3) the name and dose of each medication;

(4) the frequency and route of each medication;

(5) the date and time of each dose; and

(6) The **signature** of the staff person who administered or supervised each dose.

(f) The facility shall document the circumstances and reason for any missed doses.

(g) When a client appears to have an adverse reaction to medication, a staff member shall:

(1) notify the prescribing professional or another physician, dentist, podiatrist, physician assistant or **advanced practice nurse** (preferably the prescribing professional);

(2) complete an incident report; and

(4) Document the facts in the client record, including the date and time of notification and any other action taken.

H. Residential Physical Plant Requirements

§148.601. General Physical Plant Provisions.

(a) Physical plant requirements apply only to residential programs.

(b) The residential **program** shall have a certificate of occupancy from the local authority that reflects the current use by the occupant or documentation that the locality does not issue occupancy certificates.

(c) The entire **residential site**, including grounds, buildings, electrical and mechanical systems, appliances, equipment, and furniture shall be structurally sound, in good repair, clean, and free from health and safety hazards.

(d) The water supply shall be of safe, sanitary quality, suitable for use, and adequate in quantity and pressure. The water shall be obtained from a water supply system approved by the Texas Natural Resource Conservation Commission (TNRCC).

(e) Sewage shall be discharged into a state-approved sewage system or septic system; otherwise, the sewage shall be collected, treated, and disposed of in a manner which is approved by TNRCC.

(f) Mobile homes, recreational vehicles, and campers shall not be used for **client** sleeping areas.

§148.602. Required Inspections.

The **residential site** shall pass all required inspections and keep a current file of reports and other documentation needed to demonstrate compliance with applicable laws and regulations. The inspections shall be signed, dated, and free of any outstanding corrective actions. The following inspections are required:

(1) annual inspection by the local certified fire inspector or the state fire marshal;

(2) annual inspection of the alarm system by the fire marshal or an inspector authorized to install and inspect such systems;

(3) quarterly fire alarm system test by facility staff;

(4) annual kitchen inspection by the local health authority or the Texas Department of Health;

(5) gas pipe pressure test once every three years by the local gas company or a licensed plumber;

(6) annual inspection and maintenance of fire extinguishers by personnel licensed or certified to perform those duties; and

(7) Annual inspection of liquefied petroleum gas systems by an inspector certified by the Texas Railroad Commission.

§148.603. Emergency Evacuation

Every residential **program** shall:

(1) have emergency evacuation procedures that include provisions for individuals with disabilities;

(2) hold fire drills on each shift at least quarterly and correct identified problems promptly;

(3) post exit diagrams conspicuously throughout the program site (except in small one-story buildings where all exits are obvious); and

(4) Be able to clear the building safely and in a timely manner at all times.

§148.604. Exits.

(a) Every building shall have at least two well-separated exits on each story.

(b) Every route of exit shall be free of hazards and obstructions, well lit, and marked clearly with illuminated exit signs at all times.

(c) Rooms for 50 or more people shall have exit doors that swing out.

(d) No door may require a key for emergency exit. Locked facilities shall have emergency exit door releases as described in the Life Safety Code and approved by the fire marshal.

§148.605. Space, Furniture and Supplies.

(a) The **facility** shall have areas for leisure and dining with adequate space for the number of residents.

(b) Sleeping areas shall have at least:

(1) 80 usable square feet per person in single-occupancy rooms; and

(2) 60 usable square feet per person in multiple-occupancy rooms (or 50 square feet per person if bunk beds are used). Bunk beds shall not be used in Level I programs.

(c) The facility shall provide adequate personal storage space for each **client**, including space for hanging clothes.

(d) The **program** shall make at least one phone available to clients.

(e) Each client shall have a separate bed of solid construction with a mattress. Clean bed linens, towels, and soap shall be available at all times and in quantity sufficient to meet the needs of the residents.

(f) All clients shall have access to laundry services or properly maintained laundry facilities equivalent to one washer and dryer per 25 clients.

§148.606. Fire Systems.

(a) A fire detection, alarm, and communication system required for life safety shall be installed, tested, and maintained in accordance with the **facility's** occupancy and capacity classifications.

(b) Electrical fire alarm systems shall be installed by agents registered with the State Fire Marshal's office. The facility shall maintain a copy of the fire alarm installation certificate.

(c) Alarms shall be loud enough to be heard above normal noise levels throughout the building.

(d) Fire extinguishers shall be mounted throughout the facility as required by code and approved by the fire marshal.

(1) Each laundry and walk-in mechanical room shall have at least one portable A: B: C extinguisher and each kitchen shall have at least one B: C fire extinguisher.

(2) Each extinguisher shall have the required maintenance service tag attached.

(e) **Staff** shall conduct quarterly inspections of fire extinguishers for proper location, obvious physical damage, and a full charge on the gauge.

§148.607. Other Physical Plant Requirements.

(a) Occupied parts of the building shall be kept between 65 degrees and 85 degrees Fahrenheit, including kitchens and laundry areas. Cooling and heating shall be provided, as necessary, for resident comfort.

(b) Portable electric heaters and open-flame heating devices are prohibited. All fuel-burning

devices shall be vented.

(c) The **facility** shall be well ventilated through the use of windows, mechanical ventilation, or a combination. Windows used regularly for ventilation shall be screened.

(d) Bedrooms shall have windows with appropriate coverings for privacy. Bathrooms with windows shall have appropriate coverings for privacy.

(e) The facility shall have adequate internal and external lighting to provide a safe environment and meet user needs.

(f) There shall be at least one sink, one tub or shower, and one toilet for every eight residents. All of the fixtures shall be in good working order and have the appropriate drain and drain trap to prevent sewage gas escape back into the facility.

(g) The facility shall provide an adequate supply of hot water for the number of residents and the **program** schedule.

(h) Showers and tubs shall have no-slip surfaces and curtains or other safe enclosures.

(i) Clean drinking water shall be readily available to all residents.

(j) Food and waste shall be stored, handled, and removed in a way that will not spread disease, cause odors, or provide a breeding place for pests.

(k) The facility shall be kept free of insects, rodents, and vermin.

(l) Poisonous, toxic, and flammable materials shall be labeled, stored, and used safely.

(m) Domestic animals shall be properly vaccinated and managed.

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Texas Commission on Alcohol and Drug Abuse
Chapter 148 – Facility Licensure
Revised

DRAFT

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

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

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

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

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

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OTHER GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTEREST, AND ANTI-LOBBYING
FOR "TREATMENT ALTERNATIVE TO INCARCERATION PROGRAM (TAIP)
SUBSTANCE ABUSE TREATMENT SERVICES FOR HIDALGO COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT"
PROJECT NO.: 2009-245-00-00CGV

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20___.

_____
Notary Public

My commission expires:_____, 20____

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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.

SECTION VI

GROUP 1 SERVICES

(SUBSTANCE ABUSE "TREATMENT" SERVICES)

OPERATIONS AGREEMENT FOR COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENTS

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INSTRUCTIONS FOR SUBSTANCE ABUSE TREATMENT SERVICES CONTRACTS

1. Special Instructions for Treatment Alternatives to Incarceration Programs (TAIP)

For CSCDs who receive TAIP grants, the substance abuse contract clauses in this section, **Article I through Article VIII**, must be used without changing the wording of the levels of services when contracting with vendors for substance abuse services. However, the CSCD may delete a specific type of service listed in Article I if not appropriate for the CSCD program (Detoxification, TCADA Level I Residential, etc.). If contracting for TCADA Level I service only and later the CSCD needs to add Level II, the contract will require revision.

The HIV clause 1.13 in Article I must be included for all TAIP contracts. The HIV Standards as Exhibit D must also be added to each TAIP contract.

2. Instructions for all Other Substance Abuse "Treatment" Contracts (Unless the Vendor is also Providing TAIP Services—Services Paid from More Than One Funding Source, such as TAIP and DP, may be combined in One Contract)

It is recommended that CSCDs use all of the standard clauses in this section of the manual for all contracts with vendors who provide direct substance abuse treatment services to offenders. However, for substance abuse treatment contracts other than TAIP that are under $25,000, the CSCD may use the abbreviated substance abuse clauses (Group 2 clauses) in Section VII which are designed for non-treatment substance abuse services.

For substance abuse treatment services over $25,000 per vendor per year and the service is identified as "treatment," the CSCD must use all clauses listed in **Article II through Article VIII** exactly as written. Although it is strongly recommended that the CSCD use all those clauses in Article I that are pertinent to the CSCD's specific substance abuse program, the CSCD has the option to choose those clauses in Article I deemed necessary for the CSCD's program.

The CSCD may change the substance abuse performance measures in Article I to fit the program, but specific performance measures must be included for all offender substance abuse contracts **over $25,000**.

For contracts **over $100,000**, the vendor operational plan (response to the ITB or RFP) must be attached.

Although highly recommended, written contracts for offender treatment services amounting to less than $5,000 per year per vendor (where the aggregate amount of all contracts for that type of service is less than $25,000) are not required by TDCJ-CJAD. Such services may be secured through a purchase order or other means deemed appropriate locally.

Group 1 Services (Substance Abuse "Treatment" Services).

The following services are identified as "treatment" services for which all of the following Articles II–VIII substance abuse clauses must be used when the contract amount per vendor per year is over $25,000 (See Section VII for Substance Abuse "Non-Treatment" clauses):

- Acupuncture
- Detoxification
- Operation of a Substance Abuse Treatment Facility (CCF) or a Court Residential Treatment Center (CCF)
- Substance Abuse Assessments or Screenings—Only if combined with any of the above substance abuse treatment services and provided by the same vendor.
- Substance Abuse Outpatient Counseling—Group or Individual
- Substance Abuse Residential Services

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For questions regarding types of treatment services not listed, contact the TDCJ-CJAD budget director.

SUBSTANCE ABUSE TREATMENT SERVICES
OPERATIONS AGREEMENT FOR
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

This Operations Agreement (the "AGREEMENT") is made and entered into by and between Community Supervision and Corrections Department ("DEPARTMENT"), a political entity of the Judicial District and

_____("VENDOR")

_____Address

_____City, State, Zip

as of the _____ day of _____, 20__.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the foregoing, the mutual benefits contemplated hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

APPOINTMENT OF VENDOR; TERM

Appointment of VENDOR. In accordance with the terms and conditions set forth herein, and in consideration of the Payments hereinafter provided, VENDOR is hereby appointed to provide to DEPARTMENT, and VENDOR hereby agrees to furnish to DEPARTMENT, the Services provided for herein.

Term. This AGREEMENT is effective on the date set forth in the initial paragraph hereof and shall continue until August 31, _____, unless it is terminated earlier pursuant to the provisions hereof, provided, however, that DEPARTMENT shall have the option to renew and extend this AGREEMENT for a period of one year (with such changes as to which VENDOR shall agree), upon the giving to VENDOR a written notice of such intention no later than thirty (30) days prior to the expiration of the initial term.

ARTICLE I
RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES

1.1 Vendor Rates: DEPARTMENT agrees to make Payments to VENDOR for the delivery of Services, not to exceed _____ for September 1, _____, through August 31, _____. VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at department's discretion, based on needs and circumstances that arise within the overall DEPARTMENT program. VENDOR agrees to the following rates for substance abuse services:

Detoxification	_____ per day
Intensive residential	_____ per day
Residential	_____ per day
Outpatient Group	_____ per hour
Outpatient Individual	_____ per hour

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1.2 Substance Abuse Treatment Services Minimum Requirements: The VENDOR shall, in accordance with the terms of this AGREEMENT, provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the DEPARTMENT as specified in writing as part of this AGREEMENT) and do all things necessary for, or incidental to, the provision of the substance abuse treatment services listed as follows:

Detoxification - TCADA Level 1 Residential

Written policies and procedures shall ensure the following:

a. All offenders admitted to Detoxification programs shall need detoxification.
b. Every offender shall have a medical history and physical.
   Residential offenders shall have a completed physical and medical history within 24 hours of admission. If the facility cannot meet this deadline because of exceptional circumstances, the circumstances shall be documented in the offender's record. Until an offender's medical history and physical is complete, staff shall observe the offenders closely (no less than every 15 minutes) and monitor vital signs (no less than once each hour).
c. The program shall provide continuous supervision for offenders.
   Direct care staff shall be awake and on site 24 hours a day.
   1. During day and evening hours, at least two awake staff shall be on duty for the first 12 offenders, with one more person on duty for each additional one to 16 offenders.
   2. At night, at least one awake staff member shall be on duty for the first 12 offenders, with one more persons on duty for each additional one to 16 offenders.
d. If the program accepts offenders with acute detoxification symptoms or a history of acute detoxification symptoms, the program shall have:
   1. A licensed vocational nurse or registered nurse on duty during all hours of operation;
   2. A physician on call 24 hours a day.
e. Level of observation shall be based on medical recommendations and program design, **or** not less than that described in section (b) above.
f. A physician shall approve all medical policies; procedures, guidelines, tools, and forms, which shall include:
   1. Screening instruments (including a medical risk assessment) and procedures;
   2. Treatment protocol or standing orders for each chemical the program is prepared to address in detoxification; and
   3. emergency procedures.
g. The clinical supervisor shall be a physician, physician assistant, advanced practice nurse, or registered nurse.
h. The program shall:
   1. Ensure continuous access to emergency medical care;
   2. Provide offenders access to mental health evaluation and linkage with mental health services when indicated;
   3. Use written procedures to encourage offenders to seek appropriate treatment after detoxification.
i. Direct care staff shall complete training required by TCADA rules.
j. Staff shall help each offender develop an individualized post-detoxification plan that includes appropriate referrals.

Intensive Residential - TCADA Level 2 Residential

Written policies and procedures shall ensure the following:

a. All offenders admitted to relapse intensive residential treatment shall be medically stable and able to participate in treatment.
b. The program shall provide adequate staff for close supervision and individualized treatment with counselor caseloads not to exceed ten (10) offenders.
c. There shall be direct care staff awake and on site during all hours of program operation. The direct care staff to client ratio shall be at least 1:16 during the hours clients are awake.
d. Counselors shall complete a comprehensive offender assessment within three (3) working days of admission.
e. An individualized treatment plan shall be completed for all offenders within five (5) working days of admission.
f. The facility shall deliver not less than twenty (20) hours of structured activities per week for each offender, including:
    1. Ten (10) hours of chemical dependency counseling, with no less than one hour of individual counseling;
    2. Seven (7) hours additional education, counseling, life skills, or rehabilitation activities; and
    3. Three (3) hours of structured social and/or recreational activities.
g. Counseling and education schedules shall be submitted to the funding entity for approval.
h. Each offender shall have an opportunity to participate in physical recreation at least weekly.
i. Program staff shall develop a written plan to offer chemical dependency services to identified significant others.
j. The program shall provide each offender with opportunities to apply knowledge and practice skills in a structured supportive environment.

Residential Treatment - TCADA Level 3 Residential

Written policies and procedures shall ensure the following:

a. All offenders admitted to residential treatment shall be medically stable, able to function with limited supervision and support, and be able to participate in work release or community service/restitution programs.
b. The program shall have enough staff to meet treatment needs within the context of the program description, with counselor caseloads not to exceed sixteen (16) offenders.
c. There shall be direct care staff awake and on site during all hours of program operation. The direct care staff to client ratio shall be at least 1:16 during the hours clients are awake.
d. Counselors shall complete a comprehensive offender assessment and treatment plan within five (5) working days of admission for all offenders.
e. The facility shall deliver no less than ten (10) hours of structured activities per week for each offender, including at least five (5) hours of chemical dependency counseling.
f. The program design and application shall include increasing levels of responsibility for offenders and frequent opportunities for offenders to apply knowledge and practice skills in structured and non-structured settings.

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Out-patient Treatment - TCADA Level 3 and Level 4 Out-patient

Written policies and procedures shall ensure the following:

a. All offenders admitted to outpatient programs shall be medically stable, and have appropriate support systems in the community to live independently with minimal structure.
b. Staffing patterns shall be in accordance with TCADA Licensure Rules for the appropriate treatment level. Staffing patterns shall be submitted to the DEPARTMENT as part of the proposal.
c. The program shall set limits on counselor caseload size that ensures effective, individualized treatment and rehabilitation. Criteria used to set the caseload size shall be documented and approved by the DEPARTMENT.
d. Therapeutic groups shall not exceed 16 offenders in a group.
e. For offenders in supportive outpatient programs, counselors shall complete a comprehensive offender assessment within thirty (30) calendar days of admission for all offenders.
f. For offenders in intensive outpatient programs, counselors shall complete a comprehensive offender assessment within ten (10) calendar days of admission for all offenders.
g. Intensive outpatient programs shall deliver no less than ten (10) hours nor more than twelve (12) hours of structured activities per week for each offender, including at least five (5) hours of chemical dependency counseling. No session shall exceed four (4) hours in length without prior written approval of the Department.
h. Supportive outpatient programs shall deliver no less than two (2) hours nor more than five (5) hours of structured activities per week for each offender, including at least one (1) hour of chemical dependency counseling. No session should exceed two (2) hours in length without prior written approval of the Department.
i. The program design and application shall include increasing levels of responsibility for offenders and frequent opportunities for offenders to apply knowledge and practice skills in structured and not-structured settings.

Screening

Written policies and procedures shall ensure the following:

a. Screening shall include the administration, scoring, interpretation and referral for assessment of a client to determine the probability the client is chemically dependent.
b. Screening must be conducted by a Licensed Chemical Dependency Counselor or person otherwise qualified or exempt under TCADA licensure rules.
c. The instruments used for a TAIP client to determine the possible existence of chemical dependency will be the Substance Abuse Subtle Screening Inventory (SASSI) or the Substance Abuse Life Circumstance Life Evaluation (SALCE).
d. Persons who meet the following criteria must bypass the screening process:
    (1) The offender has a documented criminal history with two or more prior arrests for offenses which involve the use or possession of alcohol or the use, possession, or sale of illegal substances;
    (2) The offender has submitted positive urine specimens;
    (3) The offender has previously attended an outpatient or inpatient substance abuse program; or
    (4) A completed and documented screening or assessment/evaluation through another referral source determined that further assessment/evaluation of the individual's substance abuse history was needed.

Assessment

Written policies and procedures shall ensure the following:

a. Assessment must include the use of an Addiction Severity Index (ASI) as a structured or semi-structured interview.
b. The assessor must use the information and scoring to determine and document the nature and extent of a client's chemical dependency.
c. The assessor must determine and document an appropriate referral or document why a referral is not necessary.
d. The ASI interview, scoring, referral, and treatment plan shall be performed by a Licensed Chemical Dependency Counselor, appropriately supervised Counselor in Training, or a person otherwise exempt under TCADA rules.

1.3 Operational Plan: The proposal submitted in response to the ITB or RFP (if applicable) as finally negotiated and attached as Exhibit A of this AGREEMENT becomes the Operational Plan by which the VENDOR will be audited.

1.4 TCADA Licensure. A TCADA facility license (as applicable) for Detoxification, Intensive Residential, Residential, Outpatient and/or Intensive Outpatient status pursuant to the TCADA Chemical Dependency Treatment Facility Licensure Rules, February 1998 and subsequent revisions, has been secured and will be maintained during the term hereof. Individuals contracting with the DEPARTMENT must maintain appropriate licensure under TCADA Licensed Chemical Dependency Counselor Handbook of Application Forms, Examination Information, and Rules, February 1998 and subsequent revisions. **VENDOR must notify DEPARTMENT within 48 hours of all TCADA licensure violations, including pending allegations.**

1.5 Performance Measures. The VENDOR shall comply with the Performance Measures included in this AGREEMENT to assist Defendants to change their behavior and become productive, contributing members of society by leading a life free of substance abuse and crime. Performance Measures, along with applicable adjustments, for substance abuse services are as follows:

Strategy 1: Develop an individualized treatment plan that addresses the needs of each individual served.

Measures: One hundred percent (100%) of individuals served will have a written individual treatment plan identifying objectives to be completed within three (3) working days for intensive residential programs, within five (5) working days in residential programs, within ten (10) working days in intensive out-patient programs, and within thirty (30) working days in supportive out-patient programs of Defendant's arrival for treatment.

Adjustment: Residential Treatment - For each individual served not having an individual treatment plan within the above specified time frame, the VENDOR will reimburse forty percent (40%) of the unit rate per each bed day the treatment plan was late on each client.

Out-patient Treatment - For each individual served not having an individual treatment plan within the above specified time frame, the VENDOR will

reimburse forty percent (40%) of the unit rate per each client hour billed during the time period the treatment plan was late on each client.

Strategy 2: Defendant's progress on individualized treatment plans will be documented.

Measures: One hundred percent (100%) of individuals served will have chronological recordings in their case files on a weekly basis documenting the Defendant's level of participation and compliance with treatment goals and objectives.

Adjustment: For each individual not having chronological recordings in their case files on a weekly basis documenting the Defendant's level of participation and compliance with treatment goals and objectives, the VENDOR shall reimburse forty percent (40%) of the unit rate for each unit billed in the week(s) that a chronological recording was not made in the file.

Strategy 3: Each Defendant exiting treatment will have a discharge plan completed and forwarded to the DEPARTMENT.

Measures: One hundred percent (100%) of the Defendants exiting treatment shall have a discharge plan prepared and forwarded to the DEPARTMENT within three (3) days of the Defendant's discharge.

Adjustment: The VENDOR shall reimburse fifty percent (50%) of the unit rate for the last three units of service provided to each Defendant that does not have a discharge plan sent to the DEPARTMENT within three (3) days of Defendant's discharge.

1.6 Negotiation. The VENDOR will document performance measures and evaluation criteria submitted as the **Operational Plan** (if applicable). DEPARTMENT can negotiate with the VENDOR during the term of the AGREEMENT to establish new performance measures or evaluation criteria that both parties agree reflect quantity or quality of service.

1.7 Diagnosis. In its treatment of Defendants, VENDOR shall:

a) Provide appropriate chemical dependency treatment as designated by a documented Axis I substance abuse or substance dependency diagnosis recommending the specific treatment being provided by the VENDOR;

b) Coordinate with DEPARTMENT to identify needs of Defendants that are beyond the scope of VENDOR'S Services and make appropriate referrals in such circumstances; and

c) Develop and implement procedures for Services (or referrals) for Defendants with dual diagnosis and/or mental and physical disabilities.

1.8 Participation. In order to ensure maximum participation of Defendants in its program, VENDOR shall:

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a) Contact DEPARTMENT within twenty-four (24) hours whenever any Defendant fails to comply with his or her recommended treatment, including failure to show for initial appointment or unauthorized departures;

b) Document on a weekly basis the Defendant's level of participation and compliance with treatment goals and objectives; and

c) The VENDOR must maintain a signature log of all face-to-face contacts with the Defendant. The log must contain what service was performed, the time, date, and be signed by the counselor and the Defendant.

1.9 Discharge. The discharge of any Defendant shall be made in accordance with the following:

a) Prior to discharge, VENDOR shall schedule and coordinate with Defendant's community supervision officer or designee to evaluate if any additional services are required for Defendant. A copy of each Defendant's discharge plan and discharge summary shall be submitted to DEPARTMENT within three (3) days of such discharge; and

b) Under no circumstances may VENDOR discharge any Defendant without having furnished DEPARTMENT with prior written notification thereof.

1.10 Referrals. The DEPARTMENT retains control over the Defendants referred to VENDOR for the provision of substance abuse treatment. If the Defendant is determined to be in need of additional or different treatment services, the Defendant is to be referred back to the DEPARTMENT for further action. The process by which this action will occur will be addressed in the Operations Plan.

1.11 Court Testimony. VENDOR agrees to provide testimony in court, if required, at no additional cost to the DEPARTMENT.

1.12 Policies and Procedures. The Services for Defendants shall include policies and procedures for admission and discharge, discharge planning, participation in treatment, transportation (as necessary), safety and security, clinical supervision, referral activities, house management and government (as applicable), documentation of Services, and incident reporting and resolution, which shall be in writing and available to DEPARTMENT prior to implementation. VENDOR shall notify the DEPARTMENT in writing of deviations from such policies and procedures, whether temporary or permanent.

1.13 Orientation and HIV Counseling. VENDOR shall provide orientation to Defendants regarding substance abuse treatment and support resources and shall provide HIV counseling in accordance with the provisions of Exhibit D hereto and TCADA Licensure Rules.

1.14 DEPARTMENT Approvals Required. Under the following circumstances, VENDOR shall obtain DEPARTMENT'S written approval prior to exceeding the described treatment(s):

a) Detoxification Services exceeding three (3) days;

b) Intensive Residential Services exceeding thirty (30) days;

c) Residential Services exceeding sixty (60) days;

d) Intensive Outpatient Services performed beyond forty-five (45) days from the initial intake; and

e) Supportive Outpatient Services performed beyond six (6) months from the initial intake.

1.15 Coordination with DEPARTMENT. VENDOR shall coordinate the following tasks with the DEPARTMENT:

a) Develop alternatives to be utilized for incidents of non-compliance with program rules and/or alcohol or drug use by Defendants;

b) Submit progress reports on each Defendant, indicating progress and compliance/non-compliance with program;

c) Participate in meetings as the DEPARTMENT directs; and

d) Comply with DEPARTMENT operational policies and procedures as set forth by the DEPARTMENT Program and/or the State program.

1.16 No-Shows. DEPARTMENT will not pay the full rate to VENDOR for Defendants who fail to attend sessions or meetings. **(THE CSCD SHOULD SPECIFY THE AMOUNT AND NUMBER OF "NO-SHOWS" FOR WHICH THEY ARE WILLING TO PAY AND INCLUDE HERE.)**

1.17 Definitions. The following terms used in this AGREEMENT shall, unless the context indicates otherwise, have the meanings set forth below:

AGREEMENT - means this Operations AGREEMENT with all exhibits hereto.

Contract Monitor - means the Person(s) designated by DEPARTMENT as such to ensure that VENDOR complies with the terms hereof, by conducting performance audits of the Operational Plan and financial audits of the Program Budget, if applicable.

Counselor - means a Person with appropriate licensure who renders chemical dependency counseling or chemical dependency counseling-related services to an individual, group, organization, corporation, institution, or the general public for compensation.

Defendant - means each individual who receives Services from VENDOR hereunder who qualifies for Services and who has been ordered by a court of legal jurisdiction to participate in receiving Services.

DEPARTMENT Policies - means all written policies, procedures, standards, guidelines, directives, and manuals of DEPARTMENT, as same may be amended from time to time, which DEPARTMENT has made available to VENDOR and with which VENDOR has an affirmative obligation to be and remain familiar.

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Facility - means the TCADA licensed treatment facility where VENDOR will provide Services pursuant to the terms hereof or a Community Corrections Facility as operated by the DEPARTMENT.

Licensure Rules - means the terms and provisions contained in the TCADA Licensure Compliance Guide.

Midnight Strength Report - means the official numerical count of the number of Defendants who are Residents present at the Facility at the end of each day calculated at 12:00 midnight, which number shall not include any Defendants who were previously removed on that day. Defendants on a temporary leave for less than forty-eight (48) hours shall be included in the count.

Monthly Invoice - means that certain form or electronic reporting mechanism that VENDOR shall prepare and submit to DEPARTMENT no later than the seventh (7th) day after the end of the preceding month, based on the VENDOR Rate and yielding the Monthly VENDOR Payment to be made by DEPARTMENT, a copy of which form is attached hereto as Exhibit B.

Operational Plan - means the written operating and audit system devised jointly by DEPARTMENT and VENDOR prior to and during the term hereof pursuant to VENDOR'S policies and procedures submitted in response to the RFP or ITB (if applicable) whereby the delivery of Services shall be evaluated and monitored, including the Performance Measures to track and evaluate achievement results of Defendants, which plan shall contain a mechanism for monthly self-monitoring reports by VENDOR.

Outpatient - means any Defendant who receives Services on an hourly basis pursuant to the terms hereof and who is not a resident in the facility providing treatment.

Payment or Payments - means amount(s) agreed to be paid by DEPARTMENT to VENDOR.

Payment to VENDOR - means the mathematical product of the following: (a) Resident Defendants at non-CCFs: the VENDOR Rate calculated by the number of verified Defendants according to the Midnight Strength Report for each day of the billing month; (b) Outpatient Defendants: the VENDOR Rate calculated by the number of verified Defendants for each hour and billing day for which Outpatient Services were rendered in the billing month.

Performance Measures - means the standards whereby VENDOR and DEPARTMENT will determine the effectiveness of the Services, as set forth in Article I hereto.

Person - means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof.

Program Budget - means the financial management system of proposed revenue and expenditures that VENDOR submitted in response to the ITB or RFP, if applicable (as same may have been amended prior to the execution hereof), whereby VENDOR implements and maintains its books regarding income and expenditures in the provision of

Services at the Facility in accordance with the approved Program Budget (i.e., a program-specific accounting or bookkeeping system).

Resident - means any Defendant who resides at the Facility and receives Services pursuant to the terms hereof.

RFP - means that certain Request for Proposal issued by DEPARTMENT for the purpose of soliciting proposals to render Services and with respect to which VENDOR responded and was awarded this AGREEMENT, if applicable.

Services - means the delivery by VENDOR of the chemical dependency program as set forth in this AGREEMENT and exhibits and as outlined in VENDOR'S response to the ITB or RFP, if applicable.

TAIP - means Treatment Alternative to Incarceration Program, a program of DEPARTMENT.

TCADA - means the Texas Commission on Alcohol and Drug Abuse, as presently or hereafter constituted.

TCADA Licensure Rules - means the rules as adopted by TCADA and listed in TCADA Chemical Dependency Treatment Facility Licensure Rules, February 1998 and subsequent revisions and TCADA Licensed Chemical Dependency Counselor Handbook of Application Forms, Examination Information, and Rules, February 1998 and subsequent revisions.

Term - means the duration of this AGREEMENT as specified in Article I.

VENDOR – means "Name of provider."

Vendor Rate - means the amount paid by Department to VENDOR per day or per hour during the term hereof, determined in accordance with the rates set forth in Article I.

1.18 Sole Source Provider. This VENDOR has been duly certified in an open meeting and reflected in the meeting minutes as a sole source provider. **(THIS CLAUSE IS REQUIRED ONLY FOR SOLE SOURCE PROVIDERS.)**

1.19 AND 1.20 ARE REQUIRED FOR VENDORS OPERATING COMMUNITY CORRECTIONS FACILITIES (SATFs OR CRTCs) FOR THE DEPARTMENT:

1.19 Excess Profit. For contracted operation of a community corrections facility (CCF) for which a vendor budget has been approved with a stated profit (or excess revenue over expenditures for non-profit entities), VENDOR agrees to refund to DEPARTMENT sixty (60) days after the contract term any excess profit above the approved profit amount.

1.20 Semi-Annual Expenditure Reports. For contracted operation of a community corrections facility (CCF), VENDOR agrees to submit to DEPARTMENT and to TDCJ-CJAD by March 31 and September 30 an expenditure report by the budgeted expenditure lines.

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1.21 Other clauses to be added by CSCD: (Specific Department/Program Requirements)

ALL OF THE FOLLOWING CLAUSES MUST BE USED:

ARTICLE II
REPRESENTATIONS AND WARRANTIES

VENDOR represents and warrants to and for the benefit of DEPARTMENT with the intent that DEPARTMENT rely thereon for the purposes hereof, the following:

2.1 Legal Status. VENDOR (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.

2.2 Authorization. The making and performance of this AGREEMENT have been duly authorized by all necessary action and will not violate any provision of current law or VENDOR'S charter or by-laws. The AGREEMENT has been duly executed and delivered by VENDOR and, assuming due execution and delivery by DEPARTMENT, constitutes a legal, valid, and binding AGREEMENT enforceable against VENDOR in accordance with its terms.

2.3 Taxes. VENDOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings.

2.4 No Child Support Owing. In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of VENDOR and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, VENDOR certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated and Payments may be withheld if this certification is inaccurate.

2.5 Use of Payments. No part of the Payments made to VENDOR will be expended for any consultant fees, honorariums, or any other compensation to any employee of DEPARTMENT or for unallowable costs set forth on Exhibit C. VENDOR shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services.

2.6 Non-Discrimination. In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or Defendant on account of race, color,

handicap, religion, sex, national origin, age, or those who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. VENDOR shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.

2.7 Non-Collusion. VENDOR warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with DEPARTMENT, and VENDOR has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, DEPARTMENT shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

ARTICLE III
GENERAL CONDITIONS

3.1 Safety Requirements. VENDOR shall maintain the physical plant of the Facility in compliance with all applicable codes and TCADA Licensure Rules as applicable.

3.2 Health and Safety. VENDOR shall ensure that adequate measures are taken to protect the health and safety of each Defendant while receiving Services.

3.3 Staff Training. VENDOR shall ensure that all staff providing direct Services receive continuing education and training as needed or required and that such education and training is documented.

3.4 Duties and Obligations. VENDOR shall provide the Services at the Facility(ies) in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented, and in accordance with the Operational Plan, if required. The Operational Plan shall contain procedures for assumption of Services by DEPARTMENT in the event of VENDOR'S bankruptcy or inability to perform its duties hereunder.

3.5 Visitation by State Employees. VENDOR shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the DEPARTMENT and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the VENDOR.

3.6 No Subcontractors. No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval.

3.7 Placement of Defendants. DEPARTMENT shall have sole authority to assign and transfer Defendants to and from the facility or program and, as appropriate, may specify services for any such Defendants during the term of this agreement.

3.8 Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any Defendant through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the Defendant's written consent as documented by a signed information release form. VENDOR shall notify department in writing if any legal process requires disclosure of a Defendant's record and shall obtain written acknowledgment of same from DEPARTMENT'S Authorized Representative.

3.9 Termination at Will. Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. DEPARTMENT'S only obligation for terminating this AGREEMENT pursuant to this section shall be the payment to VENDOR of Payments earned hereunder up to the date of termination. VENDOR's only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither VENDOR nor DEPARTMENT shall thereafter be entitled to any other compensation.

3.10 Record Retention. All records shall be the property of DEPARTMENT. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR for a period of five years with the following qualification: If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begins after DEPARTMENT has made the final Payment in accordance with this AGREEMENT. At the end of the five-year period, VENDOR will request disposition instructions from DEPARTMENT.

ARTICLE IV
ADMINISTRATION AND FISCAL SYSTEM

4.1 Administrative Controls. VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this AGREEMENT.

4.2 Governing Board Responsibility. The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the Program Budget, where required, including accountability for all Payments, compliance with DEPARTMENT policies, and applicable federal and state laws and regulations. Ignorance of any AGREEMENT provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

4.3 Conflict of Interest. VENDOR shall not refer defendants for additional services without prior written approval of the DEPARTMENT. VENDOR shall develop and implement written internal policies that may be reviewed by the DEPARTMENT to ensure that members of the government board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.

4.4 Remuneration. Staff of VENDOR shall not pay or receive any commission, consideration, or benefit or any kind related to the referral of a Defendant for treatment or engage in fee-splitting with other professionals.

4.5 Audits. VENDOR agrees to furnish DEPARTMENT and/or TDCJ with such information as may be required relating to the Services rendered hereunder. VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of Services at any time. VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports.

4.6 Independent Audit. VENDORS whose total funding from DEPARTMENTS (CSCDs) statewide exceeds $100,000 must provide an independent audit on the funds received for each fiscal year (September 1 – August 31). These audits must be submitted to TDCJ-CJAD by December 31 following the end of the fiscal year.

4.7 Disclosure. VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TDCJ-CJAD the following:

(a) If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to DEPARTMENT and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;

(b) If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;

(c) Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensure status or its ability to provide Services hereunder.

4.8 Withhold Payments. The DEPARTMENT may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by VENDOR. VENDOR agrees to return any unearned amounts paid by the DEPARTMENT within thirty (30) days following the final date of the contact period, or at the DEPARTMENT'S option, within thirty (30) days following the DEPARTMENT'S delivery to VENDOR a notice that amounts paid are to be returned to DEPARTMENT.

4.9 Accounting Records. VENDOR agrees to maintain a separate accounting or bookkeeping system specifically isolating the revenue and expenditures associated with this AGREEMENT in accordance with fund accounting principles.

4.10 Payments to VENDOR. VENDOR shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive Payments from DEPARTMENT based thereon, subject to the provisions in this AGREEMENT. VENDOR will provide an itemized list of Services performed during the invoice period, including the names of all Defendants served, the service provided, and the amount of time rendered with each. DEPARTMENT agrees to pay VENDOR within thirty (30) days after receipt of the Monthly Invoice (Exhibit B).

4.11 Discharges for Defendant Absence. Defendants on furlough or on an allowed absence from a residential facility, where an applicable provision of service, in excess of forty-eight (48) hours will be terminated and readmitted upon their return.

4.12 Residential Services Billed According to Midnight Strength Rule. Non-Community Corrections Facility (CCF) VENDORS providing residential services shall charge the DEPARTMENT for clients according to the Midnight Strength Report.

4.13 Peer or Group-Controlled Meetings. The VENDOR shall not, under any circumstances, bill DEPARTMENT for peer or group-controlled meetings and such meetings shall not be counted toward the minimum treatment requirements set forth herein.

4.14 TDCJ-CJAD Substance Abuse Standards. VENDORS contracting with the DEPARTMENT for substance abuse services in a community corrections facility (CCF) must comply with the TDCJ-CJAD Substance Abuse Standards.

4.15 Specific Measures. All terms of this AGREEMENT are subject to monitoring and verification; however, the VENDOR must have available for the DEPARTMENT'S inspection records to support performance of those measures outlined in Article 1.5 herein, or refund DEPARTMENT the specified adjustments.

4.16 Equipment. Title to any equipment purchased in excess of $1,000.00 per unit cost (e.g., keyboard, monitor, and CPU are one unit) will vest with the Texas Department of Criminal Justice if such equipment is purported to be a direct expense to the program per submitted vendor budget if applicable. Items in excess of $1,000 per unit that are depreciated (useful life) or placed in a use allowance will not be considered for ownership by TDCJ.

4.17 Misspent Funds. The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and deemed inappropriate by the DEPARTMENT or designee.

4.18 Other Revenues for Additional Services. VENDOR may collect additional revenues from other sources only for services exceeding those requirements in Article I and Exhibit A.

4.19 Other Revenue for Proposed Services. As per Government Code Section 76.017 (e), services provided to Defendant referred under TAIP are billable only if no other public or private funds are available to that Defendant/client. The prices quoted in this AGREEMENT are the full cost of treatment. Any fees, food stamps, or other revenues collected on behalf of the Defendant for client services provided for in this AGREEMENT must be used to reduce cost per unit of service per Defendant under this AGREEMENT.

ARTICLE V
DEFAULT AND TERMINATION

5.1 Default by VENDOR. Each of the following shall constitute an Event of Default on the part of VENDOR:

a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR of written notification thereof;

b. A failure to maintain TCADA Licensure Rules in accordance with Sections 1.4 and 1.13 hereof;

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c. (1) Admit in writing its inability to pay its debts; (2) make a general assignment for the benefit of creditors; (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; and

d. The discovery by DEPARTMENT that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect.

5.2 Remedy of DEPARTMENT. Upon the occurrence of an Event of Default by VENDOR, DEPARTMENT shall notify VENDOR of such Event of Default, and subject to the time provisions of Section 5.1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of Defendants; (b) suspend payment; (c) taking action to cure the Event of Default, in which case DEPARTMENT may offset against any Payments owed to VENDOR all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such Event of Default; and (d) termination and removal of VENDOR as provider of Services. In the event of VENDOR'S removal due to an Event of Default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services.

5.3 Default by DEPARTMENT. The following shall constitute an Event of Default on the part of DEPARTMENT: failure by DEPARTMENT to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the Sate of Texas has withheld any payments pursuant to statutory authority.

5.4 Remedy of VENDOR. Upon an Event of Default by DEPARTMENT, VENDOR'S sole remedy shall be to terminate this AGREEMENT. Upon such termination, VENDOR shall be entitled to receive Payment from DEPARTMENT for all Services satisfactorily furnished hereunder up to and including the date of termination.

5.5 AGREEMENT Subject to Availability of Funds. This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination.

ARTICLE VI
INSURANCE AND INDEMNIFICATION

6.1 Insurance. VENDOR shall provide an adequate plan of insurance that provides: (1) coverage to protect DEPARTMENT and the State against all claims, including claims based on violations of civil rights arising from the Services performed by VENDOR; (2) coverage to protect the State from actions by a third party against VENDOR or any subcontractor of

VENDOR; and (3) coverage to protect the State from actions by officers, employees, or agents of VENDOR or any subcontractor(s). VENDOR shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of DEPARTMENT, the State and VENDOR with the amounts and coverages as required by law, in accordance with the following:

A. Claims that may arise out of or result from VENDOR'S actions/operations hereunder, whether such actions/operations are by VENDOR or by a subcontractor of VENDOR, or by anyone directly or indirectly employed by or acting on behalf of VENDOR or a subcontractor where liability may arise for:

1. Claims under workers compensation disability benefits, and other similar employee benefit actions;

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of any VENDOR employees;

3. Claims for damages because of bodily injury, sickness or disease or death of any Person other than VENDOR'S employees;

4. Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by VENDOR, or by (b) any other Person;

5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;

6. Claims for damages based on violations of civil rights;

7. Claims for damages arising from fire and lightning and other casualties.

B. VENDOR shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder. In addition, VENDOR shall maintain a liability insurance policy in an amount not less than $100,000 for each person and $300,000 for each single occurrence for bodily injury or death and $100,000 for each single occurrence for injury to or destruction of property.

C. Certifications/policies of insurance shall be filed with DEPARTMENT prior to execution of this AGREEMENT. VENDOR shall notify DEPARTMENT within fifteen (15) days of cancellation of any policy required herein.

D. Compliance with the foregoing insurance requirements shall not relieve VENDOR from any liability under the indemnity provisions.

6.2 Indemnification. VENDOR shall indemnify and save the DEPARTMENT, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas, and its officers, agents and employees (hereinafter, collectively referred to as the "State") harmless from and against any and all claims arising from the conduct, management or performance hereof, including, without limitation, any and all claims arising from any condition herein or arising from any breach or default on the part of VENDOR in the performance of any covenant

or agreement on its part to be performed, or arising from any act of negligence of VENDOR, or licensees or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought against the State by reason of any such claim. In any such action brought against the State, VENDOR, upon notice from the State, shall defend against such action or proceeding by counsel satisfactory to the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of DEPARTMENT, the State, or their respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.

ARTICLE VII
INDEPENDENT CONTRACTOR

VENDOR is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, VENDOR is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party. VENDOR shall be solely responsible for (and DEPARTMENT shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by VENDOR, arising out of VENDOR's association with DEPARTMENT pursuant hereto, and VENDOR shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Inconsistencies. Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

8.2 Severability. Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

8.3 Prohibition Against Assignment. There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.

8.4 Law of Texas. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered.

8.5 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

8.6 Entire. This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.

8.7 Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.

8.8 Headings. The headings used herein are for convenience of reference only and shall not constitute a part thereof or affect the construction or interpretation hereof.

8.9 Counterparts. This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

8.10 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written.

Executed in _____ County, Texas by

DEPARTMENT: _____
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

BY: _____

TITLE: _____

DATE: _____

OPTIONAL:

ADMINISTRATIVE DISTRICT JUDGE: _____

JUDICIAL DISTRICT: _____

DATE: _____

VENDOR: _____

BY: _____

TITLE: _____

DATE: _____

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EXHIBIT A
Vendor Operational Plan
(Required for contracts with Each Vendor Over $100,000 and all TAIP Vendors)

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EXHIBIT B
Monthly Invoice Form

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EXHIBIT C
Unallowable Costs

Any item unallowable by State or any authorized agency, statute, policy, or procedure including, but not limited to, federal guidelines for operation of for-profit and not-for-profit entities;

Alcoholic beverages;

Bad debts;

Building and Land purchase, rental purchase, lease purchase, renovation;

Cash payments to intended recipients of Services;

Equipment items exceeding $1,000 (CPU, Monitor and Keyboard are one unit) counted as a direct expense toward the program. Such items may be charged to the program only through an approved depreciation methodology.

Expenses or reimbursements to or on behalf of vendor-related entities for allowable indirect costs;

Expenses or costs reimbursed to vendor by other funds with respect to amounts paid by the CSCD for vendor services;

Fines and Penalties;

Firearm, Firearm Components, and Ammunition;

Fundraising; Marketing; and Advertising (advertising is allowable for personnel vacancies and procurement of goods and services only);

Legislative expenses for payment to any elected official from funds received from the CSCD;

Lobbying;

Payments to or on behalf of individuals related to principals of any vendor-affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD; and

Tobacco Products.

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Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
9-1100-423-00-320-001-0-411	ADULT PROB-WATER/SEWERAGE	4,850.00	4,850.00	.00	.00	4,850.00	.00
9-1100-423-00-320-001-0-432	ADULT PROB-EQUIP&VEH R&M SRV	13,900.00	13,900.00	150.00	1,620.04	12,129.96	12.73
9-1100-423-00-320-001-0-531	ADULT PROB-TELEPHONE	43,000.00	43,000.00	.00	14,236.70	28,763.30	33.11
9-1100-423-00-320-001-0-540	ADULT PROB-ADVERTISING	2,000.00	2,000.00	.00	.00	2,000.00	.00
9-1100-423-00-320-001-0-622	ADULT PROB-ELECTRICITY	36,000.00	36,000.00	.00	22,951.15	13,048.85	63.75
9-1100-423-00-320-001-0-661	ADULT PROB-MINOR OFFICE FURN & EQUIPMENT	.00	17,800.00	.00	.00	17,800.00	.00
9-1100-423-00-320-001-0-666	ADULT PROB-MINOR OFFICE FURNITURE	17,800.00	.00	.00	.00	.00	.00
9-1100-423-00-320-001-0-671	ADULT PROB-BLDG&OTHR STRUC R&M SUPPL	1,100.00	1,100.00	.00	.00	1,100.00	.00
9-1100-423-00-320-001-0-855	ADULT PROB-LATE FEES,PENALTIES & FINANCE	1,000.00	1,000.00	.00	.00	1,000.00	.00
1100 GENERAL FUND		**119,650.00**	**119,650.00**	**150.00**	**38,807.89**	**80,692.11**	**32.56**
1297 ADULT PROBATION							
9-1297-423-00-320-002-9-112	BASIC SUPERVISION-DEPT HEADS	.00	71,573.32	.00	44,844.88	26,728.44	62.66
9-1297-423-00-320-002-9-113	BASIC SUPERVISION-REG F/T EMPLOYEES	.00	4,971,449.05	.00	2,637,109.84	2,334,339.21	53.05
9-1297-423-00-320-002-9-220	BASIC SUPERVISION-FICA	.00	390,744.73	.00	199,481.57	191,263.16	51.05
9-1297-423-00-320-002-9-230	BASIC SUPERVISION-RETIREMENT	.00	422,505.47	.00	241,911.06	180,594.41	57.26
9-1297-423-00-320-002-9-250	BASIC SUPERVISION-UNEMPLOYMENT COMP	.00	37,253.02	.00	13,410.77	23,842.25	36.00
9-1297-423-00-320-002-9-312	BASIC SUPERVISION-INDIRECT COST	.00	13,951.00	.00	13,951.00	.00	100.00
9-1297-423-00-320-002-9-320	BASIC SUPERVISION-PROFESSIONAL SERVICE	.00	61,000.00	.00	.00	61,000.00	.00
9-1297-423-00-320-002-9-331	BASIC SUPERVISION-PHYSICIAN SERVICES	.00	-11,415.00	.00	-11,590.00	175.00	101.53
9-1297-423-00-320-002-9-333	BASIC SUPERVISION-LEGAL SERVICES	.00	18,000.00	.00	4,125.00	13,875.00	22.92
9-1297-423-00-320-002-9-335	BASIC SUPERVISION-ACC, AUDIT & FINANCE	.00	15,486.00	.00	15,361.00	125.00	99.19
9-1297-423-00-320-002-9-336	BASIC SUPERVISION-COMPUTER SERVICES	.00	51,080.00	14,500.00	36,580.00	.00	100.00
9-1297-423-00-320-002-9-339	BASIC SUPERVISION-OTHER PROF SRV	.00	35,349.00	3,792.00	-14,282.00	45,839.00	-29.68
9-1297-423-00-320-002-9-342	BASIC SUPERVISION-INFO & CREDIT SERVICES	.00	10,000.00	5,000.00	5,000.00	.00	100.00
9-1297-423-00-320-002-9-350	BASIC SUPERVISION-OTHER SERVICES	.00	62,344.82	665.46	60,851.44	827.92	98.67
9-1297-423-00-320-002-9-421	BASIC SUPERVISION-DISPOSAL	.00	7,720.00	.00	2,680.00	5,040.00	34.72
9-1297-423-00-320-002-9-432	BASIC SUPERVISION-EQUIP&VEH R&M SRV	.00	9,590.94	972.32	1,808.32	6,810.30	28.99
9-1297-423-00-320-002-9-434	BASIC SUPERVISION-VEHICLE R&M SERVICE	.00	3,684.54	2,144.09	1,510.37	30.08	99.18
9-1297-423-00-320-002-9-442	BASIC SUPERVISION-EQUIP &VEHICLE RENTALS	.00	700.00	.00	180.00	520.00	25.71
9-1297-423-00-320-002-9-522	BASIC SUPERVISION-VEHICLE LIABILITY INS	.00	3,000.00	.00	.00	3,000.00	.00
9-1297-423-00-320-002-9-524	BASIC SUPERVISION-GENERAL INSURANCE	.00	7,000.00	.00	6,450.78	549.22	92.15
9-1297-423-00-320-002-9-529	BASIC SUPERVISION-SURETY & NOTARY BONDS	.00	789.50	.00	.00	789.50	.00
9-1297-423-00-320-002-9-531	BASIC SUPERVISION-TELEPHONE	.00	73,082.28	.00	2,284.35	70,797.93	3.13
9-1297-423-00-320-002-9-534	BASIC SUPERVISION-INTERNET	.00	16,389.90	.00	5,513.40	10,876.50	33.64

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1297 ADULT PROBATION							
9-1297-423-00-320-002-9-535	BASIC SUPERVISION-POSTAGE	.00	34,945.49	.00	12,072.80	22,872.69	34.55
9-1297-423-00-320-002-9-540	BASIC SUPERVISION-ADVERTISING	.00	8,700.00	.00	.00	8,700.00	.00
9-1297-423-00-320-002-9-550	BASIC SUPERVISION-PRINTING & BINDING	.00	16,279.54	216.00	779.90	15,283.64	6.12
9-1297-423-00-320-002-9-560	BASIC SUPERVISION-MICROFILM&FILM DEVELOP	.00	600.00	.00	.00	600.00	.00
9-1297-423-00-320-002-9-581	BASIC SUPERVISION-TRAVEL IN COUNTY	.00	67,530.49	.00	46,203.65	21,326.84	68.42
9-1297-423-00-320-002-9-583	BASIC SUPERVISION-TRAVEL OUT OF COUNTY	.00	24,164.47	3,594.76	2,202.00	18,367.71	23.99
9-1297-423-00-320-002-9-584	BASIC SUPERVISION-REGISTRATION FEES	.00	57,059.00	2,655.00	2,255.00	52,149.00	8.61
9-1297-423-00-320-002-9-585	BASIC SUPERVISION-NON-EMPLOYEE TRAVEL	.00	2,755.65	.00	2,336.88	418.77	84.80
9-1297-423-00-320-002-9-601	BASIC SUPERVISION-OFFICE & COMPU SUPPL	.00	74,762.51	12,050.00	26,018.32	36,694.19	50.92
9-1297-423-00-320-002-9-602	BASIC SUPERVISION-PAPER SUPPLIES	.00	4,096.65	.00	4,096.65	.00	100.00
9-1297-423-00-320-002-9-604	BASIC SUPERVISION-MEDICAL & LAB SUPPL	.00	51,581.15	25,801.05	24,933.30	846.80	98.36
9-1297-423-00-320-002-9-607	BASIC SUPERVISION-HSEHLD & JANITORIAL SU	.00	624.87	25.00	224.20	375.67	39.88
9-1297-423-00-320-002-9-608	BASIC SUPERVISION-HSEHOLD &INSTITUTIONAL	.00	58.29	.00	58.29	.00	100.00
9-1297-423-00-320-002-9-611	BASIC SUPERVISION-POLICE SUPPLIES	.00	3,500.00	.00	.00	3,500.00	.00
9-1297-423-00-320-002-9-613	BASIC SUPERVISION-SAFETY SUPPLIES	.00	500.00	139.74	.00	360.26	27.95
9-1297-423-00-320-002-9-619	BASIC SUPERVISION-OTHER MISC SUPPLIES	.00	180.00	84.20	.00	95.80	46.78
9-1297-423-00-320-002-9-626	BASIC SUPERVISION-GASOLINE/DIESEL	.00	2,712.14	.00	-2.81	2,714.95	-.10
9-1297-423-00-320-002-9-630	BASIC SUPERVISION-FOOD	.00	2,609.06	150.00	521.08	1,937.98	25.72
9-1297-423-00-320-002-9-631	BASIC SUPERVISION-BOTTLED WATER	.00	898.25	60.00	196.60	641.65	28.57
9-1297-423-00-320-002-9-640	BASIC SUPERVISION-REFERENCE MATERIALS	.00	6,636.50	1,136.62	816.78	4,683.10	29.43
9-1297-423-00-320-002-9-661	BASIC SUPERVISION-MINOR OFFICE FURN&EQ	.00	11.72	.00	.00	11.72	.00
9-1297-423-00-320-002-9-665	BASIC SUPERVISION-MINOR COMPUTER EQUIP	.00	25,006.90	.00	1,359.14	23,647.76	5.44
9-1297-423-00-320-002-9-667	BASIC SUPERVISION-MINOR SOFTWARE	.00	22,899.60	.00	2,660.20	20,239.40	11.62
9-1297-423-00-320-002-9-672	BASIC SUPERVISION-EQ&VEH R&M SUPPLIES	.00	1,135.00	.00	428.80	706.20	37.78
9-1297-423-00-320-002-9-679	BASIC SUPERVISION-OTHER R&M SUPPLIES	.00	106.60	.00	106.50	.10	99.91
9-1297-423-00-320-002-9-681	BASIC SUPERVISION-VEHICLE R&M SUPPLIES	.00	165.00	165.00	.00	.00	100.00
9-1297-423-00-320-002-9-682	BASIC SUPERVISION-GASOLINE/DIESEL	.00	1,597.76	1,267.86	329.90	.00	100.00
9-1297-423-00-320-002-9-720	BASIC SUPERVISION-BUILDINGS	.00	30,000.00	.00	.00	30,000.00	.00
9-1297-423-00-320-002-9-745	BASIC SUPERVISION-COMPUTER EQUIPMENT	.00	25,800.00	5,769.00	11,451.44	8,579.56	66.75
9-1297-423-00-320-002-9-810	BASIC SUPERVISION-DUES & MEMBERSHIPS	.00	4,000.00	.00	.00	4,000.00	.00
9-1297-423-00-320-002-9-855	BASIC SUPERVISION-LATE FEES,PEN&FIN CHRG	.00	1,032.22	.00	33.12	999.10	3.21
9-1297-423-00-320-002-9-890	BASIC SUPERVISION-OTHER	.00	.00	.00	-44.38	44.38	.00
9-1297-423-00-320-005-9-113	RESTITUTION CTR-REG F/T EMPLOYEES	.00	591,862.84	.00	356,372.78	235,490.06	60.21
9-1297-423-00-320-005-9-220	RESTITUTION CTR-FICA	.00	45,625.44	.00	26,776.03	18,849.41	58.69

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1297 ADULT PROBATION							
9-1297-423-00-320-005-9-230	RESTITUTION CTR-RETIREMENT	.00	49,522.27	.00	32,144.82	17,377.45	64.91
9-1297-423-00-320-005-9-250	RESTITUTION CTR-UNEMPLOYMENT COMP	.00	4,408.34	.00	1,781.88	2,626.46	40.42
9-1297-423-00-320-005-9-312	RESTITUTION CTR-INDIRECT COST	.00	3,956.00	.00	3,956.00	.00	100.00
9-1297-423-00-320-005-9-331	RESTITUTION CTR-PHYSICIAN SERVICES	.00	800.00	400.00	.00	400.00	50.00
9-1297-423-00-320-005-9-336	RESTITUTION CTR-COMPUTER SERVICES	.00	200.00	.00	165.00	35.00	82.50
9-1297-423-00-320-005-9-346	RESTITUTION CTR-HAULING & FREIGHT SERV	.00	185.00	.00	.00	185.00	.00
9-1297-423-00-320-005-9-411	RESTITUTION CTR-WATER/SEWERAGE	.00	7,228.14	.00	999.49	6,228.65	13.83
9-1297-423-00-320-005-9-412	RESTITUTION CTR-CABLE/SATELLITE TV	.00	548.60	203.55	339.25	5.80	98.94
9-1297-423-00-320-005-9-421	RESTITUTION CTR-DISPOSAL	.00	1,500.00	.00	.00	1,500.00	.00
9-1297-423-00-320-005-9-425	RESTITUTION CTR-PEST CONTROL	.00	920.00	120.00	360.00	440.00	52.17
9-1297-423-00-320-005-9-431	RESTITUTION CTR-BLDG&OTHR STRUC R&M SRV	.00	12,667.77	300.00	213.75	12,154.02	4.06
9-1297-423-00-320-005-9-432	RESTITUTION CTR-EQUIP&VEH R&M SRV	.00	10,686.77	2,647.25	2,634.00	5,405.52	49.42
9-1297-423-00-320-005-9-434	RESTITUTION CTR-VEHICLE R&M SERVICE	.00	3,702.94	1,925.17	1,277.77	500.00	86.50
9-1297-423-00-320-005-9-441	RESTITUTION CTR-LAND & BLDG RENTALS	.00	48,000.00	.00	30,000.00	18,000.00	62.50
9-1297-423-00-320-005-9-522	RESTITUTION CTR-VEHICLE LIABILITY INS	.00	3,722.00	.00	.00	3,722.00	.00
9-1297-423-00-320-005-9-531	RESTITUTION CTR-TELEPHONE	.00	4,713.84	.00	1,555.04	3,158.80	32.99
9-1297-423-00-320-005-9-532	RESTITUTION CTR-WIRELESS DEVICES	.00	586.00	.00	.00	586.00	.00
9-1297-423-00-320-005-9-535	RESTITUTION CTR-POSTAGE & EXP MAIL CHARG	.00	200.00	.00	40.67	159.33	20.34
9-1297-423-00-320-005-9-536	RESTITUTION CTR-TWO-WAY RADIO	.00	896.00	336.00	560.00	.00	100.00
9-1297-423-00-320-005-9-540	RESTITUTION CTR-ADVERTISING	.00	500.00	.00	.00	500.00	.00
9-1297-423-00-320-005-9-581	RESTITUTION CTR-TRAVEL IN COUNTY	.00	4,050.00	.00	187.55	3,862.45	4.63
9-1297-423-00-320-005-9-583	RESTITUTION CTR-TRAVEL OUT OF COUNTY	.00	4,986.69	309.40	1,117.34	3,559.95	28.61
9-1297-423-00-320-005-9-584	RESTITUTION CTR-REGISTRATION FEES	.00	2,345.00	365.00	380.00	1,600.00	31.77
9-1297-423-00-320-005-9-601	RESTITUTION CTR-OFFICE & COMPU SUPPL	.00	1,726.67	699.91	458.45	568.31	67.09
9-1297-423-00-320-005-9-602	RESTITUTION CTR-PAPER SUPPLIES	.00	180.50	.00	180.50	.00	100.00
9-1297-423-00-320-005-9-603	RESTITUTION CTR-EDUCATION/INSTRUCTION	.00	300.00	.00	.00	300.00	.00
9-1297-423-00-320-005-9-604	RESTITUTION CTR-MEDICAL & LAB SUPPL	.00	701.00	.00	.00	701.00	.00
9-1297-423-00-320-005-9-605	RESTITUTION CTR-CLOTHING & UNIFORMS	.00	150.00	.00	.00	150.00	.00
9-1297-423-00-320-005-9-607	RESTITUTION CTR-HSEHLD & JANITORIAL SUPP	.00	8,467.63	1,686.45	2,175.58	4,605.60	45.61
9-1297-423-00-320-005-9-609	RESTITUTION CTR-AGRI & LANDSCAPING SUPPL	.00	600.00	.00	.00	600.00	.00
9-1297-423-00-320-005-9-611	RESTITUTION CTR-POLICE SUPPLIES	.00	200.00	.00	.00	200.00	.00
9-1297-423-00-320-005-9-622	RESTITUTION CTR-ELECTRICITY	.00	27,374.48	.00	13,857.49	13,516.99	50.62
9-1297-423-00-320-005-9-626	RESTITUTION CTR-GASOLINE/DIESEL	.00	3,156.50	.00	-61.46	3,217.96	-1.95
9-1297-423-00-320-005-9-630	RESTITUTION CTR-FOOD	.00	39,747.20	.00	9,985.50	29,761.70	25.12

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1297 ADULT PROBATION							
9-1297-423-00-320-005-9-640	RESTITUTION CTR-REFERENCE MATERIALS	.00	200.00	.00	.00	200.00	.00
9-1297-423-00-320-005-9-661	RESTITUTION CTR-MINOR OFFICE FURN & EQUI	.00	1,660.74	.00	.00	1,660.74	.00
9-1297-423-00-320-005-9-666	RESTITUTION CTR-MINOR OFFICE FURNITURE	.00	1,039.26	.00	1,039.26	.00	100.00
9-1297-423-00-320-005-9-671	RESTITUTION CTR-BLDG&OTHR STRUC R&M SUPP	.00	5,298.00	1,738.24	565.46	2,994.30	43.48
9-1297-423-00-320-005-9-672	RESTITUTION CTR-EQ&VEH R&M SUPPLIES	.00	2,227.40	57.42	785.35	1,384.63	37.84
9-1297-423-00-320-005-9-679	RESTITUTION CTR-OTHER R&M SUPPLIES	.00	1,500.00	.00	.00	1,500.00	.00
9-1297-423-00-320-005-9-682	RESTITUTION CTR-GASOLINE/DIESEL	.00	28,843.54	20,707.06	8,136.48	.00	100.00
9-1297-423-00-320-005-9-810	RESTITUTION CTR-DUES & MEMBERSHIPS	.00	300.00	.00	.00	300.00	.00
9-1297-423-00-320-005-9-855	RESTITUTION CTR-LATE FEES, PEN & FIN CHR	.00	200.00	.00	.00	200.00	.00
9-1297-423-00-320-006-9-113	MENTALLY IMPAIRED-REG F/T EMPLOYEES	.00	91,038.54	.00	59,728.08	31,310.46	65.61
9-1297-423-00-320-006-9-220	MENTALLY IMPAIRED-FICA	.00	7,147.02	.00	4,304.20	2,842.82	60.22
9-1297-423-00-320-006-9-230	MENTALLY IMPAIRED-RETIREMENT	.00	7,612.60	.00	5,387.47	2,225.13	70.77
9-1297-423-00-320-006-9-250	MENTALLY IMPAIRED-UNEMPLOYMENT COMP	.00	680.40	.00	298.68	381.72	43.90
9-1297-423-00-320-006-9-312	MENTALLY IMPAIRED-INDIRECT COST	.00	617.00	.00	617.00	.00	100.00
9-1297-423-00-320-008-9-113	COMM CORR-REG F/T EMPLOYEES	.00	374,096.16	.00	102,299.11	271,797.05	27.35
9-1297-423-00-320-008-9-220	COMM CORR-FICA	.00	28,620.05	.00	7,757.24	20,862.81	27.10
9-1297-423-00-320-008-9-230	COMM CORR-RETIREMENT	.00	31,711.91	.00	9,227.34	22,484.57	29.10
9-1297-423-00-320-008-9-250	COMM CORR-UNEMPL0YMENT COMP	.00	2,554.72	.00	511.58	2,043.14	20.02
9-1297-423-00-320-008-9-312	COMM CORR-INDIRECT COST	.00	6,325.00	.00	6,325.00	.00	100.00
9-1297-423-00-320-008-9-320	COMM CORR-PROFESSIONAL SERVICES	.00	105,600.00	100,490.00	4,530.00	580.00	99.45
9-1297-423-00-320-008-9-331	COMM CORR-PHYSICIAN SERVICES	.00	69,250.00	22,610.00	20,440.00	26,200.00	62.17
9-1297-423-00-320-008-9-339	COMM CORR-OTHER PROF SRV	.00	57,000.00	13,130.00	36,870.00	7,000.00	87.72
9-1297-423-00-320-008-9-431	COMM CORR-BLDG&OTHR STRUC R&M SRV	.00	20,000.00	.00	.00	20,000.00	.00
9-1297-423-00-320-008-9-432	COMM CORR-EQUIP&VEH R&M SRV	.00	1,783.40	.00	.00	1,783.40	.00
9-1297-423-00-320-008-9-434	COMM CORR-VEHICLE R&M SERVICE	.00	784.65	594.92	189.73	.00	100.00
9-1297-423-00-320-008-9-522	COMM CORR-VEHICLE LIABILITY INSURANCE	.00	1,000.00	.00	.00	1,000.00	.00
9-1297-423-00-320-008-9-626	COMM CORR-GASOLINE/DIESEL	.00	4,644.00	2,000.00	.00	2,644.00	43.07
9-1297-423-00-320-008-9-664	COMM CORR-OTHER MINOR EQUIPMENT	.00	1,200.00	.00	.00	1,200.00	.00
9-1297-423-00-320-008-9-672	COMM CORR-EQ&VEH R&M SUPPLIES	.00	162.61	.00	.00	162.61	.00
9-1297-423-00-320-008-9-681	COMM CORR-VEHICLE R&M SUPPLIES	.00	174.06	143.08	30.98	.00	100.00
9-1297-423-00-320-008-9-682	COMM CORR-GASOLINE/DIESEL	.00	825.33	461.48	343.56	20.29	97.54
9-1297-423-00-320-008-9-684	COMM CORR - TIRES & TUBES	.00	487.52	.00	487.52	.00	100.00
9-1297-423-00-320-008-9-745	COMM CORR-COMPUTER EQUIPMENT	.00	3,250.00	.00	.00	3,250.00	.00
9-1297-423-00-320-008-9-748	COMM CORR-OTHER EQUIPMENT	.00	59,150.00	.00	5,800.00	53,350.00	

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1297 ADULT PROBATION							
9-1297-423-00-320-008-9-748	COMM CORR-OTHER EQUIPMENT						9.81
9-1297-423-00-320-008-9-899	COMM CORR-CONTINGENCY	.00	268,529.00	.00	.00	268,529.00	.00
9-1297-423-00-320-009-9-312	TAIP-INDIRECT COST	.00	1,082.00	.00	1,082.00	.00	100.00
9-1297-423-00-320-009-9-350	TAIP-OTHER SERVICES	.00	149,820.00	74,268.00	75,552.00	.00	100.00
9-1297-423-00-320-014-9-113	DRUG CRT-REG F/T EMPLOYEES	.00	76,284.66	.00	18,111.51	58,173.15	23.74
9-1297-423-00-320-014-9-220	DRUG CRT-FICA	.00	5,887.72	.00	1,370.03	4,517.69	23.27
9-1297-423-00-320-014-9-230	DRUG CRT-RETIREMENT	.00	6,441.79	.00	1,633.63	4,808.16	25.36
9-1297-423-00-320-014-9-250	DRUG CRT-UNEMPLOYMENT COMP	.00	535.90	.00	90.56	445.34	16.90
9-1297-423-00-320-014-9-312	DRUG CRT-INDIRECT COST	.00	863.00	.00	863.00	.00	100.00
9-1297-423-00-320-014-9-350	DRUG CRT-OTHER SERVICES	.00	79,882.00	74,533.00	5,349.00	.00	100.00
9-1297-423-00-320-014-9-581	DRUG CRT-TRAVEL IN COUNTY	.00	1,181.16	.00	98.45	1,082.71	8.34
9-1297-423-00-320-014-9-583	DRUG CRT-TRAVEL OUT OF COUNTY	.00	1,461.97	127.50	.00	1,334.47	8.72
9-1297-423-00-320-014-9-601	DRUG CRT-OFFICE & COMPU SUPPL	.00	628.00	.00	.00	628.00	.00
9-1297-423-00-320-014-9-899	DRUG CRT-CONTINGENCY	.00	125,335.00	.00	.00	125,335.00	.00
9-1297-423-00-320-015-9-113	SEX OFFENDER CASELOAD-REG F/T EMPLOYEES	.00	162,169.26	.00	100,726.95	61,442.31	62.11
9-1297-423-00-320-015-9-220	SEX OFFENDER CASELOAD-FICA	.00	12,666.68	.00	7,403.04	5,263.64	58.44
9-1297-423-00-320-015-9-230	SEX OFFENDER CASELOAD-RETIREMENT	.00	13,559.49	.00	9,085.71	4,473.78	67.01
9-1297-423-00-320-015-9-250	SEX OFFENDER CASELOAD-UNEMPLOYMENT COMP	.00	1,213.14	.00	503.67	709.47	41.52
9-1297-423-00-320-015-9-312	SEX OFFENDER CASELOAD-INDIRECT COST	.00	827.00	.00	827.00	.00	100.00
9-1297-423-00-320-015-9-339	SEX OFFENDER CASELOAD-OTHER PROF SRV	.00	2,720.00	1,400.00	1,120.00	200.00	92.65
9-1297-423-00-320-018-9-113	DP CASELOAD REDUCTION-REG F/T EMPLOYEES	.00	628,133.79	.00	287,139.86	340,993.93	45.71
9-1297-423-00-320-018-9-220	DP CASELOAD REDUCTION-FICA	.00	48,551.78	.00	21,485.18	27,066.60	44.25
9-1297-423-00-320-018-9-230	DP CASELOAD REDUCTION-RETIREMENT	.00	52,554.68	.00	25,899.77	26,654.91	49.28
9-1297-423-00-320-018-9-250	DP CASELOAD REDUCTION-UNEMPLOYMENT	.00	4,679.92	.00	1,435.95	3,243.97	30.68
9-1297-423-00-320-018-9-312	DP CASELOAD REDUCTION-INDIRECT COST	.00	4,755.00	.00	4,755.00	.00	100.00
9-1297-423-00-320-020-9-113	SATF-REG F/T EMPLOYEES	.00	658,913.31	.00	382,692.10	276,221.21	58.08
9-1297-423-00-320-020-9-220	SATF-FICA	.00	50,774.10	.00	28,679.99	22,094.11	56.49
9-1297-423-00-320-020-9-230	SATF-RETIREMENT	.00	55,198.18	.00	34,519.29	20,678.89	62.54
9-1297-423-00-320-020-9-250	SATF-UNEMPLOYMENT COMP	.00	4,869.69	.00	1,913.26	2,956.43	39.29
9-1297-423-00-320-020-9-312	SATF-INDIRECT COST	.00	7,521.00	.00	7,521.00	.00	100.00
9-1297-423-00-320-020-9-320	SATF-PROFESSIONAL SERVICE	.00	399,529.75	237,078.90	162,450.85	.00	100.00
9-1297-423-00-320-020-9-331	SATF-PHYSICIAN SERVICES	.00	43,358.00	9,750.00	16,649.00	16,959.00	60.89
9-1297-423-00-320-020-9-332	SATF-HOSPITAL SERVICES	.00	13,363.00	.00	5,768.00	7,595.00	43.16

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1297 ADULT PROBATION							
9-1297-423-00-320-020-9-339	SATF-OTHER PROF SRV	.00	6,999.00	2,914.00	3,108.00	977.00	86.04
9-1297-423-00-320-020-9-411	SATF-WATER/SEWERAGE	.00	14,100.94	.00	2,921.74	11,179.20	20.72
9-1297-423-00-320-020-9-412	SATF-CABLE/SATELLITE TV	.00	1,168.04	203.27	245.88	718.89	38.45
9-1297-423-00-320-020-9-421	SATF-DISPOSAL	.00	2,900.00	.00	.00	2,900.00	.00
9-1297-423-00-320-020-9-425	SATF-PEST CONTROL	.00	760.00	300.00	460.00	.00	100.00
9-1297-423-00-320-020-9-431	SATF-BLDG&OTHR STRUC R&M SRV	.00	20,593.10	2,979.51	1,265.00	16,348.59	20.61
9-1297-423-00-320-020-9-432	SATF-EQUIP&VEH R&M SRV	.00	15,145.26	6,905.95	2,848.00	5,391.31	64.40
9-1297-423-00-320-020-9-434	SATF-VEHICLE R&M SERVICE	.00	1,959.09	693.00	1,266.09	.00	100.00
9-1297-423-00-320-020-9-441	SATF-LAND & BLDG RENTALS	.00	40,000.00	.00	25,000.00	15,000.00	62.50
9-1297-423-00-320-020-9-442	SATF-EQUIP & VEHICLE RENTALS	.00	180.00	.00	180.00	.00	100.00
9-1297-423-00-320-020-9-522	SATF-VEHICLE LIABILITY INS	.00	1,500.00	.00	.00	1,500.00	.00
9-1297-423-00-320-020-9-529	SATF-SURETY & NOTARY BONDS	.00	500.00	.00	.00	500.00	.00
9-1297-423-00-320-020-9-531	SATF-TELEPHONE	.00	7,631.20	.00	154.80	7,476.40	2.03
9-1297-423-00-320-020-9-532	SATF-WIRELESS DEVICES	.00	3,526.00	.00	.00	3,526.00	.00
9-1297-423-00-320-020-9-536	SATF-TWO-WAY RADIO	.00	336.00	168.00	168.00	.00	100.00
9-1297-423-00-320-020-9-581	SATF-TRAVEL IN COUNTY	.00	1,157.88	.00	.00	1,157.88	.00
9-1297-423-00-320-020-9-583	SATF-TRAVEL OUT OF COUNTY	.00	5,320.98	367.36	4,318.80	634.82	88.07
9-1297-423-00-320-020-9-584	SATF-REGISTRATION FEES	.00	3,455.00	455.00	1,680.00	1,320.00	61.79
9-1297-423-00-320-020-9-601	SATF-OFFICE & COMPU SUPPL	.00	7,191.97	214.60	1,314.61	5,662.76	21.26
9-1297-423-00-320-020-9-602	SATF-PAPER SUPPLIES	.00	587.85	.00	587.85	.00	100.00
9-1297-423-00-320-020-9-603	SATF-EDUCATION/INSTRUCTION SUPPLIES	.00	382.09	46.00	.00	336.09	12.04
9-1297-423-00-320-020-9-604	SATF-MEDICAL & LAB SUPPL	.00	19,976.11	7,294.64	8,984.41	3,697.06	81.49
9-1297-423-00-320-020-9-605	SATF-CLOTHING & UNIFORMS	.00	4,228.66	.00	715.89	3,512.77	16.93
9-1297-423-00-320-020-9-607	SATF-HSEHLD & JANITORIAL SUPPL	.00	11,171.91	1,767.00	6,122.34	3,282.57	70.62
9-1297-423-00-320-020-9-608	SATF-HOUSEHOLD &INSTITUTIONAL	.00	875.32	.00	874.82	.50	99.94
9-1297-423-00-320-020-9-609	SATF-AGRI & LANDSCAPING SUPPL	.00	500.00	63.34	.00	436.66	12.67
9-1297-423-00-320-020-9-613	SATF-SAFETY SUPPLIES	.00	58.68	.00	58.24	.44	99.25
9-1297-423-00-320-020-9-621	SATF-NATURAL GAS	.00	8,504.23	.00	3,002.14	5,502.09	35.30
9-1297-423-00-320-020-9-622	SATF-ELECTRICITY	.00	41,954.72	.00	28,585.76	13,368.96	68.13
9-1297-423-00-320-020-9-626	SATF-GASOLINE/DIESEL	.00	24.96	.00	-6.00	30.96	-24.04
9-1297-423-00-320-020-9-630	SATF-FOOD	.00	104,429.60	13,085.53	66,917.73	24,426.34	76.61
9-1297-423-00-320-020-9-631	SATF-BOTTLED WATER	.00	200.00	.00	151.25	48.75	75.63
9-1297-423-00-320-020-9-661	SATF-MINOR OFFICE FURN & EQUIP	.00	232.29	.00	.00	232.29	.00
9-1297-423-00-320-020-9-663	SATF-SMALL TOOLS	.00	239.85	.00	239.85	.00	100.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1297 ADULT PROBATION							
9-1297-423-00-320-020-9-664	SATF-OTHER MINOR EQUIPMENT	.00	28,604.59	200.00	.00	28,404.59	.70
9-1297-423-00-320-020-9-671	SATF-BLDG&OTHR STRUC R&M SUPPL	.00	19,398.60	872.90	563.84	17,961.86	7.41
9-1297-423-00-320-020-9-672	SATF-EQ&VEH R&M SUPPLIES	.00	800.00	161.07	288.93	350.00	56.25
9-1297-423-00-320-020-9-681	SATF-VEHICLE R&M SUPPLIES	.00	200.00	200.00	.00	.00	100.00
9-1297-423-00-320-020-9-682	SATF-GASOLINE/DIESEL	.00	2,827.02	2,150.09	676.93	.00	100.00
9-1297-423-00-320-020-9-810	SATF-DUES & MEMBERSHIPS	.00	500.00	.00	.00	500.00	.00
9-1297-423-00-320-020-9-855	SATF-LATE FEES, PEN & FIN CHRG	.00	971.97	.00	10.00	961.97	1.03
1297 ADULT PROBATION		**.00**	**11,811,011.84**	**689,311.69**	**5,536,781.31**	**5,584,918.84**	**52.71**
1301 CAPITAL OUTLAY FUND							
9-1301-423-20-320-017-0-720	NEW ADULT PROB BLDG-BUILDINGS	.00	39,602.52	.00	.00	39,602.52	.00
1301 CAPITAL OUTLAY FUND		**.00**	**39,602.52**	**.00**	**.00**	**39,602.52**	**.00**
9 YEAR		**119,650.00**	**11,970,264.36**	**689,461.69**	**5,575,589.20**	**5,705,213.47**	**52.34**

AI-16045 **9.G.**

Request for Fuel Credit Card

CC CONSENT

Date:	06/22/2009
Submitted By:	Ovidio Gonzalez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Presentation for discussion, consideration and approval of Comdata Corporation/Transmontaigne Product Services, Inc. request form(s) submitted by Elected Officials/Department Heads/Agency and/or Program Directors:
a. CSCD (Adult Probation)
b. Emergency Services - Fire Marshals

2. If applicable, requesting authority to cancel all existing/current Fleet Fueling System cards (i.e. Arguindegui Oil Co., Comdata, and commercial fuel credit cards- Conoco, Exxon, Shell & Valero) upon receipt, activation and distribution of new cards with confirmation of applicable/required training;

n/a

BACKGROUND

Please see attached Comdata Fuel card Application/Request forms submitted by Department(s).

Funding sources provided by department(s).

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1297-423-00-320-020-9-6XX

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

BUDGETARY IMPACT:

PO #608941 in the amount of $2,150.09 as of 06-18-09

FISCAL YEAR: 2009 ACCT. #: 9-1100-422-10-300-001-0-6XX

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

BUDGETARY IMPACT:

PO# 615123 in the amount of $15,832.26

Attachments

Link: cscd 06.23.09

Link: fire 06.23.09

Link: List of users

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/18/2009 09:34 AM	APRV
2	Budget & Management	Veronica Lopez	06/18/2009 09:50 AM	APRV
3	Veronica Lopez	Veronica Lopez	06/18/2009 10:35 AM	APRV
4	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Ovidio Gonzalez Started On: 06/16/2009 03:55 PM

Final Approval Date: 06/18/2009

FUEL CREDIT CARD REQUEST FORM

RECEIVED
JUN 10 2009
By

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department:	HIDALGO COUNTY CSCD (ADULT PROBATION)
Billing Address:	P O BOX 970 EDINBURG, TEXAS
Fuel Card Manager:	DIANA G SOLIS & NOELIA RAMIREZ
	This person can not have use of the fuel card
Phone Number:	956-587-6008 **County Email**: ad004@hidalgococscd.com
Web user Name:	**Password:**
Hidalgo Co Acct Number:	
Requested By:	JOE LOPEZ, EXECUTIVE DIRECTOR Joe Lopez 6-10-09
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**
1061941	2008 FORD EXPEDITION	1FMFU15568LA86753	
761-532	1999 15 PASSENGER VAN	1FBSS31L9XHB35796	

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**
KEVIN REYES	11/11/82	153893		

Form F.1.1 Revised 12/23/2008 *Attach separate list if additional users are required*

FUEL CREDIT CARD REQUEST FORM

RECEIVED
JUN 16 2009

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☑ **Add Vehicle Card** ☐ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department:	Emergency Services - Fire Marshal's Office
Billing Address:	2814 South Business Hwy 281, Edinburg, TX 78539
Fuel Card Manager:	Yolanda Orozco
	This person can not have use of the fuel card
Phone Number:	956/318-2656 **County Email:** yolanda.orozco@co.hidalgo.tx.us
Web user Name:	yolanda.orozco **Password:** yorozco
Hidalgo Co Acct Number:	9-1100-422-10-300-001-0-626
Requested By:	Juan Martinez, Chief Deputy Fire Marshal
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	***Purchasing Dept. Use Only*** **Card Number**
	Generator # 1 and Generator #2		

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	***DBM Use Only*** **License Verification**	***Purchasing Dept. Use Only*** **Training Date & Signed Fuel Policy**
See Attachment of Users				

Attach separate list if additional users are required

Hidalgo County Fire Marshal List of Condata Fuel Cards User Names

Employees	ID Number
Juan Martinez	138126
Javier Garcia	138223
Marco Romero	138142
Wesley Bradley	138088
A.A. Tony Pena, Jr.	009377
Mario Betancourt	148652
Rolando J. Benavides	165204
Belinda Alvarez	147915
Brenda Garza	154059
Martin Carrasco	152595
Rigo Villarreal	152617
Raul Lozano	069434
Roxanne De La Garza	132519

HIDALGO COUNTY, TEXAS
FUEL CREDIT CARD USE POLICY

FORM:	F.1.3
REVISED:	12/23/2009

STATEMENT OF UNDERSTANDING

I have read understood and will abide by the Fuel Credit Card Use Policy (The "Policy"). I understand that the Fuel Credit Card Use Policy is designed to improve the management and control of official business of the County of Hidalgo.

I further understand the issuance of a Fuel Credit Card (the "Card") to me is keeping with my assigned duties and responsibilities and that I am being specifically directed to:

- Abide by all policies rules and understandings with respect to the Card.
- Use the Card only for those necessary and reasonable expenses incurred or authorized for the direct purpose of the Fuel Credit Card Program.
- Make **ABSOLUTELY NO** personal use of the Card.
- Use the Card only as anticipated in the budget.
- Use of the Card for emergency purchases must be completed as outlined in the policy.
- Retain and submit original itemized receipts for all Card use.
- Keep the Card in my possession and control at all times.
- Allow no one else to use the Card or pin number assigned to me.
- Permanently surrender the Card when my duties no longer require the use of the Card.

I agree to comply with the terms and conditions of the Hidalgo County Fuel Credit Card Use Policy. I understand that any misuse of the Card will result in one or more of the following:

- Termination of employment.
- Payroll deduction of any unauthorized purchases and of any administrative cost associated with any unauthorized purchase.
- Reimbursement to Hidalgo County for unauthorized purchase and any administrative costs associated with the unauthorized purchase.
- Transfer of duty that does not involve or require use of the Card.
- Limitation on the use of the Card and or termination of my right to use the Card at any time with or without cause.
- Other discipline as authorized by the Public Official for violation of Fuel Credit Card Use Policy.

I certify that I have read understood and agree to abide by the above and all other policies, procedures, features and regulations that apply to the County of Hidalgo, Texas Fuel and/or Fuel Credit Card Use Policy.

Marco Romero
Print Name

Employee Signature

138142
Employee No.

1/14/09
Date

Hidalgo Co. Fire Marshal's office
Department Name

HIDALGO COUNTY, TEXAS FUEL CREDIT CARD USE POLICY	FORM: F.1.3 REVISED: 12/23/2009

STATEMENT OF UNDERSTANDING

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- Other discipline as authorized by the Public Official for violation of Fuel Credit Card Use Policy.

I certify that I have read understood and agree to abide by the above and all other policies, procedures, features and regulations that apply to the County of Hidalgo, Texas Fuel and/or Fuel Credit Card Use Policy.

Yolanda Orozco
Print Name

Yolanda Orozco
Employee Signature

138258
Employee No.

1/9/09
Date

Fire Marshal
Department Name

HIDALGO COUNTY, TEXAS FUEL CREDIT CARD USE POLICY	FORM: F.1.3 REVISED: 12/23/2009

STATEMENT OF UNDERSTANDING

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- Limitation on the use of the Card and or termination of my right to use the Card at any time with or without cause.
- Other discipline as authorized by the Public Official for violation of Fuel Credit Card Use Policy.

I certify that I have read understood and agree to abide by the above and all other policies, procedures, features and regulations that apply to the County of Hidalgo, Texas Fuel and/or Fuel Credit Card Use Policy.

Maxine Elizondo
Print Name

Maxine Elizondo — 024767 — 1/9/09
Employee Signature — Employee No. — Date

Division of Emergency Services
Department Name

HIDALGO COUNTY, TEXAS
FUEL CREDIT CARD USE POLICY

FORM: F.1.3
REVISED: 12/23/2009

STATEMENT OF UNDERSTANDING

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- Reimbursement to Hidalgo County for unauthorized purchase and any administrative costs associated with the unauthorized purchase.
- Transfer of duty that does not involve or require use of the Card.
- Limitation on the use of the Card and or termination of my right to use the Card at any time with or without cause.
- Other discipline as authorized by the Public Official for violation of Fuel Credit Card Use Policy.

I certify that I have read understood and agree to abide by the above and all other policies, procedures, features and regulations that apply to the County of Hidalgo, Texas Fuel and/or Fuel Credit Card Use Policy.

JAVIER GARZA
Print Name

Javier Garza
Employee Signature

138223
Employee No.

01-14-09
Date

FIRE MARSHAL OFFICE
Department Name

HIDALGO COUNTY, TEXAS
FUEL CREDIT CARD USE POLICY

FORM: F.1.3
REVISED: 12/23/2009

STATEMENT OF UNDERSTANDING

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- Transfer of duty that does not involve or require use of the Card.
- Limitation on the use of the Card and or termination of my right to use the Card at any time with or without cause.
- Other discipline as authorized by the Public Official for violation of Fuel Credit Card Use Policy.

I certify that I have read understood and agree to abide by the above and all other policies, procedures, features and regulations that apply to the County of Hidalgo, Texas Fuel and/or Fuel Credit Card Use Policy.

Juan G. Martinez
Print Name

Employee Signature

132176
Employee No.

1/14/09
Date

Fire Marshals
Department Name

HIDALGO COUNTY, TEXAS
FUEL CREDIT CARD USE POLICY

FORM:	F.1.3
REVISED:	12/23/2009

STATEMENT OF UNDERSTANDING

I have read understood and will abide by the Fuel Credit Card Use Policy (The "Policy"). I understand that the Fuel Credit Card Use Policy is designed to improve the management and control of official business of the County of Hidalgo.

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- Reimbursement to Hidalgo County for unauthorized purchase and any administrative costs associated with the unauthorized purchase.
- Transfer of duty that does not involve or require use of the Card.
- Limitation on the use of the Card and or termination of my right to use the Card at any time with or without cause.
- Other discipline as authorized by the Public Official for violation of Fuel Credit Card Use Policy.

I certify that I have read understood and agree to abide by the above and all other policies, procedures, features and regulations that apply to the County of Hidalgo, Texas Fuel and/or Fuel Credit Card Use Policy.

Yolanda I. Benavides
Print Name

Employee Signature

165204
Employee No.

1-14-09
Date

~~H/E~~ Emergency Management
Department Name

- Reimbursement to Hidalgo County for unauthorized purchases and any administrative costs associated with the unauthorized purchase.
- Transfer of duty that does not involve or require use of the Card.
- Limitation on the use of the card and/or termination of my right to use the Card at any time with or without cause.
- Other discipline as authorized by the Elected Official/Department Head for violation of Fuel Credit Card Policy.

I certify that I have read, understood and agree to abide by the above and all other policies, procedures, features, and regulations that apply to the County of Hidalgo, Texas, Fuel and/or Fuel Credit Card Policy.

Employee Signature	Employee No. 148652	Date 3-3-08
Supervisor Signature	Employee No.	Date

- Reimbursement to Hidalgo County for unauthorized purchases and any administrative costs associated with the unauthorized purchase.
- Transfer of duty that does not involve or require use of the Card.
- Limitation on the use of the card and/or termination of my right to use the Card at any time with or without cause.
- Other discipline as authorized by the Elected Official/Department Head for violation of Fuel Credit Card Policy.

I certify that I have read, understood and agree to abide by the above and all other policies, procedures, features, and regulations that apply to the County of Hidalgo, Texas, Fuel and/or Fuel Credit Card Policy.

(Dept Head)

Q. A. Tony Perez — 9377 — 29 FEB 2008

Employee Signature — Employee No. — Date

Hidalgo Co Judge's Office — Division of Emergency Services (EMO & EMC)

Supervisor Signature — Employee No. — Date

- Reimbursement to Hidalgo County for unauthorized purchases and any administrative costs associated with the unauthorized purchase.
- Transfer of duty that does not involve or require use of the Card.
- Limitation on the use of the card and/or termination of my right to use the Card at any time with or without cause.
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I certify that I have read, understood and agree to abide by the above and all other policies, procedures, features, and regulations that apply to the County of Hidalgo, Texas, Fuel and/or Fuel Credit Card Policy.

Brenda N. Garza — Employee Signature
154059 — Employee No.
2-29-2008 — Date

A. Mayberry — Supervisor Signature
9377 — Employee No.
29 FEB 2008 — Date

AI-16038 **9.H.**

Authority to Utilize COOP & Renewal License Agreement
CC CONSENT

Date:	06/22/2009
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Presentation for approval to utilize the following cooperative purchasing vendors, for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC) awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc.:

Vendor	Contract Description	Contract #
CDW/3Com Equipment	Computer Software for Mini and Main Frames (Preprogramed)	DIR-SDD-229

with term of authority to purchase from contracts detailed herein commencing upon approval and expiring December 31, 2009.

2. Requesting authority to enter into a 12-month renewal license agreement plus (1) extra state wide user license with (TCLEDDS) Texas Commission on Law Enforcement Data Distribution System with "THE PRODUCTIVITY CENTER" for the Sheriff's Department in the total amount of $5,795.00/year, through requisition #157165. Effective dates-March 27, 2009 - March 26, 2010

3. Presentation for discussion, consideration and approval to utilize the following cooperative purchasing vendor, for purchases on an "AS NEEDED BASIS" through our membership/participation with the Texas Association of School Boards Cooperative "Buyboard" awarded pricing including, but not limited to, Precincts, Departments, Program, agencies, etc.:

Toshiba Business Solutions	Copiers & Supplies	299-08

with term of authority to purchase from contracts detailed herein commencing upon approval and expiring December 31, 2009.

4. Requesting authority to enter into a 36-month copier lease agreement for E-Studio 283 through our membership/participation with Texas Association of School Boards Cooperative “Buyboard” awarded vendor Office Communications Systems/Toshiba Business Solutions contract #299-08 for Constable Precinct 4 through requisition #156838 in the total amount of $156.64/month-effective: Upon approval. (9-1100-421-00-294-001-0-780)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: Various

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

1. Authority to use Co-op vendor(s) does not require funding at this time; funding is identified once purchases are made by user department(s) and a requisition is generated.
2. Sheriff's Office-Funds available for req #157165 as of 6-17-09.

Attachments

Link: Toshiba Contract

Link: CDW 3Com

Link: Productivity Req

Link: Productivity Part II

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2009 11:55 AM	APRV
2	Budget & Management	Veronica Lopez	06/17/2009 01:18 PM	APRV
3	Ivan Cantu	Ivan Cantu	06/17/2009 01:31 PM	APRV
4	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Matilde Faz

Started On: 06/16/2009 02:44 PM

Final Approval Date: 06/18/2009

Consent
6/22/09

Vendor Contract Information Proposal Documents Back

Vendor: Toshiba Business Solutions - Texas/New Mexico
Address: 10231 Kotzebue
San Antonio, TX 78217
Phone: (210) 357-2600
Contact: Rodney Bowles
Email: rodney.bowles@tabs.toshiba.com
Federal ID: 74-3084927
Accepts RFQs: Yes
Contract: Copiers & Supplies #299-08
Effective Date: 9/1/2008
Expiration Date: 8/31/2011
Payment Terms: Net 30 days
Delivery Days: 15
Shipping Terms: Free Shipping
Freight Terms: FOB Destination
Ship Via: Best Way
Quote Reference Number: TBSTXNM-BB2008
Regions Served: All Texas Regions
States Served: All States
Vendor Exceptions: None
Return Policy: For consumables: if shipping error is fault of vendor no return/re-stocking fees apply. If customer orders incorrect consumables then a 15% re-stocking fee applies.

[Log Out]

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Requisition

Req # 00156838

PO #

Date: 06/10/09

Consent

Bill To: x
x

Vendor : 27057
OFFICE COMMUNICATIONS SYSTEMS, INC.
10231 KOTZEBUE
SAN ANTONIO TX 78217

Ship To: CONSTABLE PCT 4
1212 S. 25TH
EDINBURG TX 78539

Contact: JOEL RIVERA
956-383-8560

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
7.00	MONTH	Lease of toshiba e-studio 283 copier, Product #estudio283 64.45 Connectivity EStudio 203L/223/283, Product #CNTLABOR/TNT Delivery/ installation, EStudio 203l/223/283, Product# INSTALLATION Stand estudio 283, Product # SATND3511/4511 4.68 Feeder, RADF, Estudio MR3020 11.69 Job seperator EStudio 203L/223/283 3.21 Print/Scan Enabler, EStudio233/283 32.61 FSM GOLD SERVICE 5K/MO./.0095 40.00 TOTAL 156.64	156.64	1,096.48
		Account No	Encumbrance	
		9-1100-421-00-294-001-0-780	1,096.48	
			Freight	.00
			Total	1,096.48
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

TOSHIBA
BUSINESS SOLUTIONS
Texas | New Mexico

SALES ORDER FORM

10231 Kotzebue
San Antonio, Texas 78217
Phone: 210.357.2600
Fax: 210.357.2630

CUSTOMER NUMBER	ORDER DATE
	6/9/2009

Sales Representative: **Lee Alvarez**

CUSTOMER INFORMATION

Bill to Number:			Ship to Number:		
Customer Name:	HIDALGO COUNTY		Customer Name:	CONSTABLE PRECINCT 4	
Billing Address:	1212 S 25th	Address 2:	Shipping Address:	1212 S 25th	
City, State:	Edinburg, Tx	Zip: 78539	City, State-Zip:	Edinburg, Tx 78539	
Phone #:		Ext. Fax #:	Phone #:	956 383 8560 Ext.	Fax #: 383 8565
Customer PO #:		Business Type: Government	Delivery Date:	Shipping:	Terms:

MOVEMENT STATUS

- ☐ Demo Equipment
- ☐ Sale/Cash
- ☐ Machine P/U Request
- ☐ Customer Loaner
- ☐ Move Customer Equip.
- ☐ Supply
- ☐ Lease
- ☐ Rental
- ☐ Other:

Delivery Contact: **JOE RIVERA**
Telephone #: **J.E. Eddie Guerra**
Delivery Hours:
Stairs: Yes ___ No **X**
Meters: ☐ Black Beg. ___ End ___ ☐ Color Beg. ___ End ___ ☐ Scans Beg. ___ End ___

EQUIPMENT AND SUPPLIES

QTY.	EQUIPMENT & ACCESSORIES	PRODUCT NUMBER	SERIAL NUMBER	UNIT PRICE	AMOUNT
1	E-Studio 283	ESTUDIO283		$ 64.45	$ 64.45
1	Connectivity, EStudio 203L/233/283	CNTLABOR1/TNT			$ -
1	Delivery/Installation, EStudio 203L/233/283	INSTALLATION			$ -
1	Stand estudio 283	STAND3511/4511		$ 4.68	$ 4.68
1	Feeder, RADF, ESudio 203L/233/283	MR3020		$ 11.69	$ 11.69
1	Job Separator, EStudio 203L/233/283	MJ5004		$ 3.21	$ 3.21
1	Print/Scan Enabler, EStudio 233/283	GM2071		$ 32.61	$ 32.61

QTY.	SUPPLIES	PRODUCT NUMBER	SERIAL NUMBER	UNIT PRICE	AMOUNT
1	ES 203L/233/283 KIT SET-UP	ES203L/233/283 KIT		$ -	$ -
1	FSM GOLD SERVICE 5K/MO./.0095			$ 40.00	$ 40.00

REQUIRED: See Attached Premium GMA - Acceptance or Declination Signature Block Must Be Signed by Customer.

SPECIAL INSTRUCTIONS

TASB BUYBOARD 36mo./lease w/service $156.64

Sub Total	$ 156.64
Installation	
Freight	
Taxable Total	$ 156.64
Sales Tax %	
Tax Paid	$ -
Cash Paid	
Trade In Allowance	
Total	**$ 156.64**
UCC Fee	

Model Trade-in: | Serial Number: | Equip. ID:
Sales Manager: **Lee Alvarez** | Office Branch: Weslaco | Date:
Customer Name: (Please Print) | Customer Name: (Signature)

Terms and Conditions

By signing this agreement, the customer acknowledges that he/she has read and understood the terms and conditions of this agreement.

1. Limited Warranty. The seller warrants that the goods to be delivered will be of the kind and quality described in this Agreement and will be free of defects in workmanship or material. Should any failure to conform to this warranty appear within ninety (90) days after the initial date of installation in the case of new goods, or thirty (30) days after the initial date of installation in the case of used or reconditioned goods, the seller at it's option, shall correct such defects by suitable repair or replacement at its own expense, upon notification thereof and substantiation that the goods have been stored, installed, maintained, and operated in accordance with the Seller's recommendations or standard industry practice. The foregoing warranty does not apply to consumable parts such as, but not limited to, drums, cleaning brushes, filters, developer, toner, heat and oilier tubes, pressure pads, lamps, lenses and fuses.

This warranty is exclusive and is in lieu of any warranty of merchantability, fitness for a particular purpose or other warranty of quality, whether express or implied, except of title and against patent infringement. Correction of non-conformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Seller to the Customer with respect to, or arising out of the goods, whether based on contract, negligence, strict tort liability of otherwise.

TOSHIBA
BUSINESS SOLUTIONS
Texas New Mexico

PREMIUM PLUS MAINTENANCE AGREEMENT

10231 Kotzebue
San Antonio, Texas 78217
Phone: 210.357.2600
Fax: 210.357.2630

CONTRACT NUMBER	EFFECTIVE DATE

Sales Representative: **Lee Alvarez**

CUSTOMER INFORMATION

Customer Name: **HIDALGO COUNTY**	Bill to Number:	Customer Name: **CONSTABLE PRECINCT 4**	Ship to Number:
Attention:		Attention: **JOEL RIVERA**	
Address: **1212 S 25th**		Address: **1212 S 25th**	
Address 2:	City, State: **Edinburg, Tx** Zip: **78539**	Address 2:	City, State-Zip: **Edinburg, Tx 78539**
Phone #:	Ext. Fax #:	Phone #: **956 383 8560**	Ext. Fax #: **383 8565**
Email:		Email:	

SELECT ONE: (●) This contract will begin on the date of Equipment installation. **Or** ( ) This contract will begin after a _____ - day warranty period.

EQUIPMENT COVERED BY THIS CONTRACT (Attach list if necessary)

	Main Unit ID #	Main Unit Model #	Main Unit Serial #	Meter Read (Beginning)	Service Included in Lease	Term of Lease (# of Months)
1		**toshiba e283**	**scuf845473**		☐ No ☑ Yes - SPECIFY:	**36**
2					☐ No ☐ Yes - SPECIFY:	
3					☐ No ☐ Yes - SPECIFY:	
4					☐ No ☐ Yes - SPECIFY:	

SUPPLY INCLUSIVE ITEMS

	Cartridge	Drum	Staples	Toner	Other (Please Specify)
1		**Drum**		**Toner**	**all parts and labor**
2					
3					
4					

TRANSACTION TERMS

This contract will bill a minimum charge of **$** **-** every - **SELECT ONE:** ☐ Month ☐ Quarter ☐ Year

The contract includes **5000** BLACK copies every - **SELECT ONE:** ☑ Month ☐ Quarter ☐ Year

An overage charge of **$** **0.009500** will be charged for EACH excess BLACK copy.

The contract includes _____ COLOR copies every - **SELECT ONE:** ☐ Month ☐ Quarter ☐ Year

An overage charge of **$** **-** will be charged for EACH excess COLOR copy.

Comments:

TOSHIBA
BUSINESS SOLUTIONS
Texas New Mexico

LEASE WITH MAINTENANCE AGREEMENT

10231 Kotzebue
San Antonio, Texas 78217
Phone: 210.357.2600
Fax: 210.357.2630

TOSHIBA FINANCIAL SERVICES

APPLICATION NUMBER	AGREEMENT NUMBER

This document is written in "Plain English." The words **Lessee, you,** and **your** refer to the customer. The words **Lessor, we, us** and **our** refer to Toshiba Financial Services. Every attempt has been made to eliminate confusing language to create a simple, easy-to-read document.

CUSTOMER CONTACT INFORMATION

Legal Company Name:	**HIDALGO COUNTY**	Fed. Tax ID #:			
Contact Person:	**J.E. GUERRA CONSTABLE**	Bill-To Phone:	**956 3838560**	Bill-To Fax:	**956 383 8565**
Billing Address:	**1212 SOUTH 25th St.**	City, State-Zip:	**Edinburg Texas**		**78539**
Equipment Location: (if different from above):		City, State-Zip:			

TBS LOCATION

Contact Name:	**Subsidiary Location:**

EQUIPMENT WITH CONSOLIDATED MINIMUMS

ITEM DESCRIPTION	SERIAL NUMBER	STARTING METER
1. **Toshiba e283**	**scuf845473**	
2.		
3.		
4.		
5.		

LEASE TERM & PAYMENT SCHEDULE

Number of Payments:	**36** of **$** **156.64** (plus applicable taxes)		
Security Deposit:	**$** - ☐ Received		
Payment includes:	B&W Images Per Month	Excess Images at **$** -	Per B&W Image
Payment includes:	Color Images Per Month	Excess Images at **$** -	Per Color Image
Excess Images Billed:	☐ Monthly	☐ Quarterly	
Documentation Fee:	$75.00 *(included in First Invoice)*	Lease payment period is monthly unless otherwise indicated.	

End-of-Lease Options:

You will have the following options at the end of your original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing.

1. Purchase the Equipment at Fair Market Value
2. Renew the Lease
3. Return Equipment

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

Toshiba Financial Services	**Signature:** X	**Title:**	**Date:**

CUSTOMER ACCEPTANCE

First Name:	Signature: X	Title:	Date:

PERSONAL GUARANTY

To induce us to enter into this Lease, the undersigned jointly and severally unconditionally guarantees to us the prompt payment when due of all lessee's obligations to us under the Lease. We will not be required to proceed against the lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all reasonable attorney's fees and other expenses incurred by us by reason of default by lessee or the undersigned. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modifications granted to us and the release and/or compromise of any obligations of lessee or any other obligors and guarantors without in any way releasing the undersigned from his or her obligations hereunder. The obligations of the undersigned shall continue even if the lessee becomes insolvent or bankrupt or is discharged from bankruptcy, and the undersigned agrees not to seek to be repaid by lessee in the event the undersigned must pay us. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns of undersigned, and may be enforced by or for the benefit of any assignee or successor of us. The undersigned and we waive insofar as permitted by law any trial by jury for any action between the parties.

Print Name of 1st Guarantor:	Signature: X	Date:
Print Name of 2nd Guarantor:	Signature: X	Date:

Matilde Faz

From: joel.rivera [joel.rivera@co.hidalgo.tx.us]
Sent: Wednesday, June 10, 2009 10:55 AM
To: Maty Faz
Subject: FW: TASB BUYBOARD#299-08

Maty,
Attached is the email you requested is that sufficient?
Jeol

From: Lee.Alvarez@tabs.toshiba.com [mailto:Lee.Alvarez@tabs.toshiba.com]
Sent: Wednesday, June 10, 2009 10:42 AM
To: joel.rivera@co.hidalgo.tx.us
Subject: TASB BUYBOARD#299-08

Joel, the buyboard pricing includes documentation and property tax fees,
the $156.64 for the configuration on the model e283 that was quoted, covers hardware and service with no additional fees for the
term of the contract .

Lee Alvarez

TOSHIBA BUSINESS SOLUTIONS TX/NM

1527 W. Expressway 83
Weslaco, TX 78596 9566311695/4230412
Tel: 1.800.292.1151 x: 270
Fax: 956.973.8169
Email: lee.alvarez@tabs.toshiba.com
Website: www.tbstxnm.toshiba.com

TOSHIBA
BUSINESS SOLUTIONS
Texas & New Mexico

This message (and any attached files) is secret, confidential and proprietary and is intended solely for specific addressee(s). If the reader of this message is not the intended recipient, please notify the sender immediately by reply email and delete it and all backup copies immediately.

Capital Lease Versus Operating Lease Test

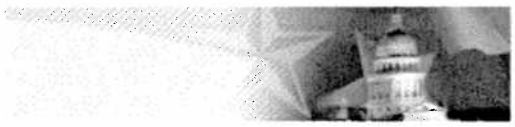
Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

				1	2	3a	3b	4a	4b	
Lease / Property Schedule No.	Asset Module Asset ID No.	Lease Term Commence Date	Description	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
sample		11/12/2007	WC 7655 Copier-Printer	N	N	39	60	$6,495	$5,279	Capital Lease
2009	ROW	3/24/2009	WC 7655 Copier-Printer	N	N	48	60	$37,215	$37,241	Capital Lease
		5/27/2008	W5030 COPIER W/STAND	N	N	36	60	$5,518	$5,518	Capital Lease
	ROW	3/24/2009	WC7655 COPIER PRNTR	N	N	48	60	$37,215	$37,241	Capital Lease
	TX OFF XR	8/12/2008	CC20 COPIER	N	N	36	60	$3,433	$3,933	Operating Lease
	JP 3 PL 2	8/12/2008	CC123 COPIER	N	N	48	60	$10,863	$10,863	Capital Lease
	332ND	8/13/2008	w5638 copier	N	N	48	60	$9,214	$9,214	Capital Lease
	JUVENILE	8/13/2008	W5655 COPIER	N	N	48	60	$21,138		Capital Lease
	DIST. CLK	10/1/2008	TOSHIBA 850	N	N	4	4	1,710		Capital Lease
		10/1/2008	wc4150 copier	N	N	48	60	6,714		Capital Lease
Instruction	treasurer	11/1/2008	w5632 copier	n	n	48	60	3,199		Capital Lease
				N	N	48	60	2,511		Capital Lease
5/29/2009	Aux. Crt.	5/29/2009	WC4260S/PRINTER	N	N	39	60	7,612	8,726	Operating Lease
5/26/2009	PCT 2	5/26/2009	W5030PH PRNT W/HCF	N	N	39	60	7,730	16,170	Operating Lease
5/26/2009	PCT 2	5/26/2009	WC5222 COPIER	N	N	39	60	5,440	16,170	Operating Lease
6/15/2009	CO PC 4	6/15/2009	E-STUDIO 283 TOSHIBA	N	N	36	60	5,639	3,676	Capital Lease

1. Overwrite the first record which is provided as a sample.
2. Enter values in the mandatory fields (green highlight) are entered and the optional fileds (peach highlighted), if available.
3. The results of the test will display in the last column.
4. Highlight the basis of your answers to the above test criteria on the source documents.
5. For each capital lease, attach this schedule and the lease/property schedule agreements as support to Form AM-5.

Consent 6/23/09 #16038

State of Texas
Department of Information Resources
Leadership for Texas Government Technology



DIR Store - Products and Services

- Buyer Alerts
- Overview
- Go DIRect Program
- Customer Eligibility
- Customer FAQs
- Vendor FAQs

Related Information

- Contracting and Procurement Services Division
- Current Contracting Initiatives

Search DIR

Enter text here

Search

Advanced Search

Go DIRect

for 3Com Equipment

Participating resellers offer 3Com equipment to Texas governmental entities at discounted prices through the DIR Go DIRect Program. This 3Com contract enables you to submit your purchase order directly to the participating reseller of your choice, several of which are Texas-certified HUBs.

How to Order

- For product and pricing and information visit the 3Com website or call 847-262-7062.
  Note: Pricing under the contract is the same through all of the participating resellers.
- Contact one of the resellers below for additional information.
- Generate a purchase order, payable to the participating reseller of your choice.
  Note: You must reference contract number **DIR-SDD-229** on your purchase order.
- Submit your purchase order directly to the selected reseller.

Contract Information

To access PDF files, use the free Adobe Acrobat Reader.

Contract DIR-SDD-229 expires 06/20/2009 (35 KB)
Appendix A, Standard Terms and Conditions (167 KB)
Appendix B, Subcontracting Plan (193 KB) – Updated
Appendix C, Product and Pricing Index (16 KB)
Appendix D, Service Agreement Terms and Conditions (61 KB)
Appendix E, 3Com End User Software License Agreement (Currently unavailable)
Amendment 1 (33 KB)
Amendment 2 (37 KB)

Contacts

Note: Product pricing is the same regardless of the reseller from whom you order.

Vendor Contacts

Vendor	HUB	Contact	Address
Abacus Computers dba ValCom Computer Center Vendor ID: 175-184-4304-300	Asian Male	Mark Singh Phone: 432-687-5424 Fax: 432-682-7741	6 Desta Drive Suite 1350 Midland, TX 79705
Advancetech Systems 2	Black	Terry Gomes	9730 Town Park

Vendor ID: 176-036-6630-000	Male	Phone: 713-777-7878 Fax: 713-777-7885	Drive Suite 107 Houston, TX 77036
Allcom Solutions **Vendor ID: 126-050-2964-900**	Woman-Owned	Jason Zacharko Phone: 214-206-3900 Fax: 214-206-3950	14285 Midway Road Addison, TX 75001
Austin Ribbon & Computer (ARC) **Vendor ID: 174-233-9797-900**	Woman-Owned	Leslie Spinks Phone: 512-452-0651 x237	9211 Waterford Centre Blvd., #202 Austin, Texas 78758
Custom Information Services **Vendor ID: 175-234-4804-500**	No	Duane Neeman Phone: 817-640-0016 Fax: 817-695-1282	1201 N. Watson Suite 110 Arlington, TX 76006
CXTEC **Vendor ID: 116-110-5670-300**	No	Dave McCormick Phone: 315-476-3100 x 2374 Fax: 315-455-1800	5404 South Bay Road Syracuse, NY 13221-4799
Insight Public Sector **Vendor ID: 136-394-9000-500**	No	Ken Richter Phone: 800-467-4448 Fax: 480-760-8732 David Gunny-Gant Phone: 800-3487-9384 Fax: 972-764-1098	6820 S. Harl Avenue Tempe, AZ 85283 15301Dallas Parkway Suite 1020 Addison, TX 75001
IP Convergence **Vendor ID: 156-235-8631-800**	No	Steve Baker Phone: 940 464-2900 x 1049	512 N. Hwy 377 Suite 5 Argyle, Texas 76226
LAN-COMM Technologies **Vendor ID: 120-245-0930-400**	No	Ray Clark Phone: 210-681-2505 X101 Fax: 210-681-2509	5411 Bandera Rd, Ste. 303 San Antonio, TX 78238
Longview Rapid Communications **Vendor ID: 175-184-1881-300**	No	Keith Bailey Phone: 903-757-5900 Fax: 903-757-8657	1614 E Fairmont Street Longview, TX 75604
M & S Technologies **Vendor ID: 127-007-5782-100**	No	Sean Stenovitch Phone: 214-420-5800 Fax: 210-420-5888	2665 Villa Creek Suite 240 Dallas, TX 75234
Management Applications **Vendor ID: 154-177-7754-500**	No	Michael Villarreal Phone: 512-413-4609 Fax: 240-526-5953	912 Terra Street Round Rock, TX 78664
NSYNC Services, Inc. **Vendor ID: 176-062-7178-500**	Black Male	Paul Midgley Phone: 972-641-7426 ext 1011	850 Greenview Drive Grand Prairie, TX 75050
Preferred Technology Solutions **Vendor ID: 175-283-0959-800**	No	Paul Midgley Phone: 972-644-1992 Fax: 972-644-1992	212 West Spring Valley Road Richardson, TX 75081

Set Solutions Vendor ID: 176-046-2952-100	No	Judy Reid Phone: 713-956-6600 Fax: 713-956-9678	550 Westcott Suite 470 Houston, TX 77007
Siemens Communications Vendor ID: 152-212-2392-600	No	Michael Cannetti Phone: 512-997-0833 Fax: 866-240-0921	11921 N. Mopac Austin, TX 78759
Windstream Communications Vendor ID: 120-079-2300-100	No	Robert Nice Phone: 281-490-9303 Fax: 281-242-1414	8306 Hwy 90A Sugar Land, TX 77478

3Com Contact
Michael Bleakley
Phone: 508-323-1060
Mobile: 508-873-8443

DIR Contract Contact
Lisa Maldonado
Phone: 512-463-5662

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00157165

PO #

Date: 06/16/09

Consent
$ 16038
6/23/09

Bill To: x
x

Vendor : 258598
THE PRODUCTIVITY CENTER, INC.
5600 NORTHWEST CENTRAL DR, STE 200
HOUSTON TX 77092

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: M. HINOJOSA
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	MARCH 2009 TO MARCH 2010 TCLEDDS RENEWAL	5,735.00	5,735.00
1.00	YEAR	EXTRA STATE WIDE USER LICENSE AGREEMENT	60.00	60.00
		Account No	Encumbrance	
		9-1100-421-00-280-001-0-336	5,795.00	
			Freight	.00
			Total	5,795.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition # : 15765
Date Approved:
P.O. #

HIDALGO COUNTY SHERIFF'S OFFICE Attn: Mati

EXECUTIVE BRANCH

ADMINISTRATION

DATE: 06/16/09
REQUESTED BY: MONICA J. HINOJOSA
BUDGET: 9-1100-421-00-280-001-0-
OBJECT NUMBER: 336-COMPUTER SERVICES
CURRENT BALANCE: $15,832.00
EXPENDITURE AMOUNT: $5,795.00
NEW BALANCE: $10,037.00
PURPOSE OF EXPENDITURE: TCLEDDS SUPPORT AGREEMENT.

LINE #	ITEM DESCRIPTION	ITEM #	NIGP #	QTY	UOM	UNIT PRICE	AMOUNT
1	MARCH 2009-MARCH 2010 TCLEDDS RENEWAL			1	EA	$5,735.00	$5,735.00
2	EXTRA STATE WIDE USER LICENSE AGREEMENT			1	EA	$60.00	$60.00
	TOTAL:						$5,795.00

INTERNAL NOTES:

AWARDED VENDOR:
THE PRODUCTIVITY CENTER
10850 RICHMOND AVE
SUITE 285
HOUSTON, TEXAS 77042
713-939-9777

CONTACTED VENDOR:

CONTACTED VENDOR:

AUTHORIZED BY:

DIVISION COMMANDER

APPROVED BY:

ADMINISTRATIVE LIEUTENANT

REVIEWED BY:

PROCUREMENT SPECIALIST

APPROVED BY:

CHIEF DEPUTY

INVOICE

THE PRODUCTIVITY CENTER
10850 RICHMOND AVE
SUITE 285
HOUSTON, TX 77042
(713) 939-9777

INVOICE NUMBER: HCSD51809

INVOICE DATE: 1/8/09

PAGE: 1

SOLD TO:

Accounts Payable

Hidalgo Co. Sheriffs Dept
711 East El Cibolo Rd.
Edinburg, TX 78541

FAX 956-393-6027

CUSTOMER I.D.	CUSTOMER P.O.	PAYMENT TERMS
HCSD005		Net 30 Days
SALES REP I.D.	**SHIPPING METHOD**	**SHIP DATE** / **DUE DATE**
		2/7/09

QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
1.00		MARCH 2009 - MARCH 2010 TCLEDDS RENEWAL	5,735.00	5,735.00
1.00		EXTRA STATE WIDE USER LICENSE AGREEMENT	60.00	60.00

PAST DUE

Subtotal	5,795.00
Sales Tax	
Total Invoice Amount	$5,795.00
Payment Received	
TOTAL DUE	$5,795.00

Check No:

PTH140 (7/08) 86/51

POL&I PRODUCT INVOICE (8/00)

AI-16000 **9.I.**

Application for Payment No. 1 Red Barn Pct. No. 2

CC CONSENT

Date:	06/22/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of Application for Payment No. 1 in the amount of $13,040.55 from Alvarez Construction contracted vendor for Red Barn Subdivision submitted by R. Gutierrez Engineering Corporation C-CAP-09-002-04-21.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1311-431-00-122-605-1-733

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

BUDGETARY IMPACT:

P.O.#621616 has available balance of $14,4889.50 as of 06/18/09.

PO increase pending on LIT AI-15999 6/22/09

Attachments

Link: Application for Payment No. 1 Red Barn

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	06/17/2009 09:24 AM	APRV
2	Purchasing Department	Marty Salazar	06/17/2009 10:59 AM	APRV
3	Budget & Management	Veronica Lopez	06/17/2009 11:02 AM	APRV
4	Roland Garcia	Rolando Garcia	06/18/2009 09:10 AM	APRV
5	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Marcie Jackson Started On: 06/12/2009 01:39 PM

Final Approval Date: 06/18/2009

AI-16000 6/23/09

APPLICATION FOR PMT #1

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: Alvarez Construction (CONTRACTOR)
Contract: C-CAP-09-002-04-21
Project: Red Barn
OWNER's Contract No. C-CAP-09-002-04-21 ENGINEER's Project No. ENG05.012R
For Work accomplished through the date of: 22-May-2009

1.	Original Contract Price:		$ 14,489.50
2.	Net change by Change Orders and Written Agreements (+ or -):		$ -
3.	Current Contract Price (1 plus 2):		$ 14,489.50
4.	Total completed and stored to date:		$ 14,489.50
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 1,448.95	
	10% of stored material:	$ -	
	Total Retainage:		$ 1,448.95
6.	Total completed and stored to date less retainage (4 minus 5):		$ 13,040.55
7.	Less previous Application for Payments:		$ -
8.	Balance to Finish:		$ -
9.	AMOUNT DUE THIS APPLICATION (6 MINUS 7):		$ 13,040.55

Accompanying Documentation:

REQ# 153729 P.O.# 621616
9-1311-431-00-122-605-1-733 → = $14,489.50
<-1,448.95> = $13,040.55

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 PMT #1 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 5-Jun-09

Alvarez Construction
CONTRACTOR

By: Homero Alvarez

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 5th day of June

Norma Vera
Notary Public
My Commission expires: March 10, 2013

NORMA VERA
Notary Public, State of Texas
My Commission Expires
March 10, 2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 5-Jun-09

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

By: Jr Gtz P.E.

INVOICE RECEIVED BY: Marcia Ingram ON 6/11/09
GOODS/SERVICES RECEIVED BY: Norma Vera ON 6/11/09

Schedule of Values

Contractor Name:	Alvarez Construction
Starting Date:	7-May-2009
Project Ending Date:	22-May-2009
Retainage Percent:	10%

Application:	PMT #1
Application Date:	5-Jun-2009
Period To:	22-May-2009
Engineer Firm	R. Gutierrez Eng. Corp.

Summary

Contract Number	Description	Original Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
C-CAP-09-002-04-21	Red Barn	$ 14,489.50	$ 14,489.50	$ 1,448.95	$ 13,040.55	$ 14,489.50	$ 1,448.95	$ 13,040.55	$ -	$ -
	TOTALS:	**$ 14,489.50**	**$ 14,489.50**	**$ 1,448.95**	**$ 13,040.55**	**$ 14,489.50**	**$ 1,448.95**	**$ 13,040.55**	**$ -**	**$ -**

Estimate Quantity Update Worksheet

Contractor Name:	Alvarez Construction
Starting Date:	7-May-2009
Project Ending Date:	22-May-2009
Engineer's / County Project Desc:	Red Barn

Application:	PMT #1
Application Date:	5-Jun-2009
Period To:	22-May-2009
Engineer's / County Project No.:	ENG05.012R

				Original Schedule Value			Application #1				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
1	402	Concrete Valley Gutter (4 ft)	LF	$ 28.00	79.00	$ 2,212.00	79.00	79.00	$ 2,212.00	$ 2,212.00	0.00	$ -
2	432	Concrete Curb & Gutter (Ty A) (Barrier)	LF	$ 7.50	1,637.00	$ 12,277.50	1,637.00	1,637.00	$ 12,277.50	$ 12,277.50	0.00	$ -
		Total				**$ 14,489.50**			**$ 14,489.50**			**$ -**

Printed Name: Javier Gutierrez Date: 5-Jun-2009

Signature:

AI-16037 **9.J.**

Authority to advertise - Printing & Mailing of 2009 Tax Statements, Tax Rolls and Envelopes

CC CONSENT

Date:	06/22/2009
Submitted By:	Eric Trevino, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft contract etc.) as attached hereto for: "Hidalgo County Tax Assessor/Collector's Office - Printing & Mailing of 2009 Tax Statements, Tax Rolls and Envelopes" Bid No. 2009-259-07-15-ERT.

BACKGROUND

Proposed Schedule of Events:
1st Advertisement: June 27, 2009
2nd Advertisement: July 04, 2009
Bid Opening Date: July 15, 2009

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-15-140-001-0-350

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

BUDGETARY IMPACT:

Available balance as of 6/17/09 is $34,954.83.

Attachments

Link: Memo,Legal Notice,Specs,Draft Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2009 11:45 AM	APRV
2	Budget & Management	Veronica Lopez	06/17/2009 11:52 AM	APRV
3	Perla Lopez	Perla Lopez	06/17/2009 02:59 PM	APRV
4	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Eric Trevino Started On: 06/16/2009 02:17 PM

Final Approval Date: 06/18/2009

MEMORANDUM

TO: **ALL DEPARTMENT HEADS**

FROM: Eric Trevino
Hidalgo County Purchasing Department

DATE: June 16, 2009

RE: **Approval of Specifications For: Hidalgo County Tax Assessor / Collector's Office – "PRINTING & MAILING OF 2009 TAX STATEMENTS, TAX ROLLS AND EVNVELOPES" Bid No. 2009-259-07-15-ERT**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If your answer is **DISAPPROVE,** please modify as necessary in order to meet your specifications and return the revised copy via fax to the designated Buyer in the Purchasing Department.

If you have any questions, please call us at (956) 318-2626 ext # 4882 (Eric)

APPROVE	☑	DISAPPROVE	☐
APPROVE WITH MODIFICATIONS	☐		

Funds Availability: ✓ YES / _____ NO/_____

Other (Specify)_____

Budget Account No.: 9-415-15-140-001-0-350

SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	ARMANDO BARRERA JR, TAX A/C	Tax Office	June 17, 2009

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us **by no later than June 17, 2009 @ 5:00 P.M.**
Enclosures

Bid No: 09-259-07-08	Buyer: Eric Trevino	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR

"PRINTING & MAILING OF 2009 TAX STATEMENTS, TAX ROLLS AND ENVELOPES"

BID OPENING DATE:

JULY 15, 2009

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 - New Administration Building
Edinburg, Texas 78539

LEGAL NOTICE **BID NO: 2009-259-07-15-ERT**

1. Sealed bids will be received for **"HIDALGO COUNTY TAX ASSESSOR/COLLECTOR – PRINTING & MAILING OF 2009 TAX STATEMENTS, TAX ROLLS AND ENVELOPES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-09-259-07-15-ERT- HIDALGO COUNTY TAX ASSESSOR/COLLECTOR – "PRINTING & MAILING OF 2009 TAX STATEMENTS, TAX ROLLS AND ENVELOPES"** and in County's Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, July 15, 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 REQUEST FOR BIDS-2009-259-07-15-ERT RFB-HIDALGOCOUNTY TAX ASSESSOR/COLLECTOR – PRINTING & MAILING OF 2009 TAX STATEMENTS, TAX ROLLS AND ENVELOPES".**
Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official

c) Purchase Order Number (if any)

d) Notation-**"HIDALGO COUNTY TAX ASSESSOR/COLLECTOR – PRINTING & MAILING OF 2009 TAX STATEMENTS, TAX ROLLS AND ENVELOPES"** 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:
Armando Barrera, Jr-RTA
Hidalgo County Tax Assessor/Collector
2804 S. US Hwy 281
Edinburg, Texas 78539
ATTN.: Paul Villarreal (956) 318-2876

17. Schedule of Events

Bid Opening, 9:30 AM	**July 15, 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 County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective 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 judgement 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 TAX ASSESSOR/COLLECTOR – PRINTING & MAILING OF 2009 TAX STATEMENTS, TAX ROLLS AND ENVELOPES"
BID NO.: 09-259-07-15-ERT

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

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR
"PRINTING & MAILING OF 2009 TAX STATEMENTS, TAX ROLLS AND ENVELOPES"
BID NO: 2009-259-07-15-ERT
Bid Opening Date: July 15, 2009 at 9:30 AM

To supply Hidalgo County Tax Assessor/Collector's office with a bid on the following items:

Item I: Approximately 350,000 1-Part Laser Printed Tax Statements
Item II: Approximately 100,000 Laser Printed Tax Roll Pages
Item III: Folding, Inserting, Presorting, & Mailing of Tax Statements, (Item I).
Item IV: Envelopes required for mailing, (Item I).

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539. All written inquiries will be accepted via facsimile (956) 292-7612 or via e-mail eric.trevino@co.hidalgo.tx.us no later than Monday, July 6, 2009 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, July 10, 2009 by 5:00 P.M. **Telephone Inquiries will not be accepted.**

Only Bids that include the three (3) items will be considered. Bids should be in a cost per piece format based on the number of items listed above.

A performance bond in the full amount of the quoted amount will be required form the firm that is awarded the contract to guarantee compliance as to specifications and delivery date.

ITEM I. **APPROXIMATELY 350,000 1-PART LASER PRINTED TAX STATEMENTS**

1. Size: 8 1/2" x 14" printed on two-sides.
2. Perforated for return payment stub (horizontal).
3. Laser printed Tax Statements on 20 lb. **must** be printed in **light blue** color paper in black ink.
4. Statement must be designed for the collection of taxes printed on two-sides for multiple entities.
5. Statement must be designed to be mailed in a special window envelope designed by the Tax Office.
6. Printing on statement must conform to all U.S. Postal Service regulations for Automation Mailing Discounts.
7. Provide (Delivery Point Barcode) on Statement Address to comply with U.S. Postal Service regulations.
8. All tax information for the statements must be extracted from removable storage media provided by Hidalgo County, **External HD, DVDs.**
9. Print selected information in **Delivery Bar Code / OCR** in compliance with Tax Office and ACT, (Automated Collections Technology, Inc.) software requirements.
10. Print selected messages in English and Spanish.
11. Printed in zip code order and alphabetical order within the zip code.
12. **Need PDF files of statements broken down by 4gb DVDs. The PDF files need to be full text**

searchable.

ITEM II. APPROXIMATELY 100,000 LASER PRINTED TAX ROLL PAGES

1. Laser printed on #24 white paper.
2. Printed on 8 ½" x 11" loose sheets, **(Do Not Bind).**
3. All information for tax roll must be extracted from removable storage media provided by the Hidalgo County Tax Office. (External HD,DVDs, or FTP Delivery).
4. Tax roll must be printed as specified by Tax Office.
5. **Need PDF files of tax rolls broken down by 4gb DVDs. The PDF files need to be full text searchable.**

ITEM III. FOLDING, INSERTING, SORTING, AND MAILING TAX STATEMENTS

1. Statements must be folded and inserted into a special window envelope, so that name and address and Delivery Point Barcode is visible and in compliance with U. S. Postal Service specifications for automated processing.

2. Statement(s), and a #9 return envelope will be inserted into a #10 special window envelope.

3. Statements must be sorted and packaged in a manner that will minimize the cost of mailing. Sort statements in singles, doubles, triples or more to take advantage of Post Office discounts. All statements with the same owner and address must be consolidated and mailed in a single envelope or package. Mail must be pre-sorted in a manner to take advantage of all discounts offered by the U.S. Postal Service. Postage will be the responsibility of the Hidalgo County Tax Office.

Item IV. ENVELOPES REQUIRED FOR MAILING ON (ITEM I)

1. Return Envelopes #9.
2. Special Window Envelopes #10.
3. #28 Brown Kraft Wove Booklet Envelopes.
4. #28 White Wove Window Booklet Envelopes.
5. #14 Kraft Business Envelopes.

Printing Instructions:

TAX STATEMENTS

	File	Printed Copies	PDF Image Copy
1. Non Mortgage accounts (Zip, Alpha) ---	1	1	1
2. Mortgage accounts (Zip, Alpha) –Customer Copy---	1	1	2
3. Mortgage accounts (Mort. X-Ref) –Tax Office---	1	1	1

To Be Mailed by Tax Office
(Approx. 40,000 Mortgage Accounts)
40,000 Customer Copy for a total of 80,000

TAX ROLLS

Real Property Tax Roll (X-Ref) ---------- 1	1	1
Personal Property (X-Ref) ---------- 1	1	1
Mineral (X-Ref) ---------- 1	1	1
SEB-All properties (X-Ref) ACT #41 --------- 1	1	1
SEE-All properties (X-Ref) ACT #42 --------- 1	1	1
SLJ-All properties (X-Ref) ACT #49 --------- 1	1	1
SPA-All properties (X-Ref) ACT #43 --------- 1	1	1
SLV-All properties (X-Ref) ACT #44 --------- 1	1	1
SMA-All properties (X-Ref) ACT #45 --------- 1	1	1
SMC-All properties (X-Ref) ACT #46 --------- 1	1	1
SML-All properties (X-Ref) ACT #47 --------- 1	1	1
SMS-All properties (X-Ref) ACT #48 --------- 1	1	1
SPR-All properties (X-Ref) ACT #50 --------- 1	1	1
SSL-All properties (X-Ref) ACT #51 ---------- 1	1	1
SVV-All properties(X-Ref) ACT #52 ---------- 1	1	1
SWL-All properties(X-Ref) ACT #53 ---------- 1	1	1
CAN-All properties(X-Ref) ACT #21 ---------- 1	1	1
CED-All properties(X-Ref) ACT #24 ---------- 1	1	1
CES-All properties(X-Ref) ACT #23 ---------- 1	1	1
CGR-All properties(X-Ref) ACT #25 ---------- 1	1	1
CLV-All properties(X-Ref) ACT #26 ---------- 1	1	1
CMC-All properties(X-Ref) ACT #28 ---------- 1	1	1
CMS-All properties(X-Ref) ACT #32 ---------- 1	1	1
CPM-All properties(X-Ref) ACT #22 ---------- 1	1	1
CPN-All properties(X-Ref) ACT #34 ---------- 1	1	1
CPR-All properties(X-Ref) ACT #33 ---------- 1	1	1
CLJ-All properties (X-Ref) ACT #35 ---------- 1	1	1
CPO-All properties (X-Ref) ACT #36 ---------- 1	1	1
CSJ-All properties (X-Ref) ACT #37 ---------- 1	1	1
CSV-All properties (X-Ref) ACT #39 ---------- 1	1	1
CWL-All properties (X-Ref)ACT #40 ---------- 1	1	1

Upon completion of above mentioned processes, Tax Office personnel will inspect the statements and authorization from **Mr. Armando Barrera, Jr., Tax Assessor-Collector** must be obtained in order to release the statements for mailing. Tax Rolls will be delivered to 2804 S. US Hwy 281, Edinburg, Texas.

REQUIREMENTS, TERMS AND CONDITIONS

1. Two week or less turnaround from the **date** or receipt of HD or FTP files. May **be extended if delay is caused by the Hidalgo County Tax Office or for good cause, to be determined by Hidalgo County Tax Assessor-Collector.**

2. Vendors must provide samples of proposed items for approval prior to printing mailing.

3. **Bid amount must include materials, conversion of data, delivery and all other related costs.**

4. Postage will be responsibility of the Hidalgo County Tax Office.

5. **A sample of the Tax Statement, Tax Roll, Return Envelope, and the Window Envelopes is provided for your review.**

6. Hidalgo County reserves the right to accept or reject all or any part of all bids, to waive all technicalities and to accept the lowest responsive responsible bid.

7. Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

8. Vendor(s) agrees that to the extent an item is unavailable from Vendor(s) own inventory, vendor(s) will be responsible for locating an alternative supplier and for providing the product to County for the bid price.

9. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

10. Hidalgo County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. Hidalgo County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply certificate of insurance as may be required herein.

11. **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**

12. **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**

13. **Bidder(s) commitment to deliver order by no later than <u>September 7, 2009</u>.**

14. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

15. Any contract awarded to a successful bidder will be in effect until;
    a) The contract expires
    b) Delivery acceptance of products and/or performance of services ordered, or
    c) Terminated by County with thirty (30) days written notice prior to be cancellation.

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.

Market Volatility and Unit Price Adjustments:
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County

Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

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.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-259-00-00

THIS CONTRACT is made and entered into this__day of_____, **2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____ a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Printing & Mailing of 2009 Tax Statements, Tax Rolls and Envelopes"** for **Hidalgo County Tax Assessor/Collector** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, and a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County Tax Assessor/Collector** . 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 Tax Office or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. The period of performance of company's services and the term of this contract shall be for a period of two weeks or less upon receipt of data tapes or FTP files from Tax Assessor/Collector. However, at the sole discretion of the Hidalgo County Tax Assessor/Collector the two weeks or less time frame may be extended if delay is caused by the Hidalgo County Tax Office, or for good cause, to be determined by the Hidalgo County Tax Assessor/Collector.

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 _____

_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

WITNESS our hands in duplicate originals this_____ day of _____, 2009.

COUNTY OF HIDALGO

ATTEST:

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

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

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

By:_____

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT "B"

BID PAGE

EXHIBIT "C"

CERTIFICATE OF INSURANCE

AI-16035 **9.K.**

Invoice Payment #299287-TEDSI INFRASTRUCTURE

CC CONSENT

Date:	06/22/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice #299287 in the amount of $7,493.80 submitted by TEDSI Infrastructure Group in connection with contract #C-08-226-09-30-PO #613184 with authority for County Treasurer to issue payment/check after Auditor's review and completion of processing procedures in connection with contract #C-08-226-09-30-PO #613184 for the provision of Professional Engineering Services for "Mile 2W Road Improvements Between Mile 12N and Mile 7½N for Hidalgo County Precinct No.1.

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2009	ACCT. #:	9-1315-431-00-121-040-0-731
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	

BUDGETARY IMPACT:

Amount available for PO #613184 for Tedsi Infrastructure is $32,477.13 as of 6-17-09 in relation to Mile 2 West (Mile 12-US 83) road project.

Attachments

Link: Invoice Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/16/2009 03:10 PM	APRV
2	Budget & Management	Veronica Lopez	06/16/2009 03:32 PM	APRV
3	Ivan Cantu	Ivan Cantu	06/17/2009 09:28 AM	APRV
4	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Vangie Garcia — Started On: 06/16/2009 01:43 PM

Final Approval Date: 06/18/2009

SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1

(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596

FAX COVERSHEET

To: Purchasing Dept **From:** Noe Montez

Attn: Vangie

Fax: **Pages:**

Phone: **Date:** 6/15/09

Re: **CC:**

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments**

Please place the following invoice #299287 from Tedsi on the next CC for approval for payment. This is covered w/ po#613184 C08-226-09-30

Thanks

noe

NOTICE OF CONFIDENTIALITY

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THIS MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers

1201 East Expressway 83
Mission, Texas 78572
956-424-7898 (Phone)
956-424-7022 (Fax)

INVOICE

Mr. Joseph Palacios
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Invoice Date: April 30, 2009
TEDSI Invoice No.: 299287
TEDSI Project No.: 2008-1020-01
Invoice Period: April 1, 2009 thru April 30, 2009

MILE 2 WEST
Phase II

Contract No. C-08-226-09-30
Work Authorization No. 1
PO#: 613184

Contract Amount	Contract Amount Remaining
$604,859.71	$154,891.88

Task	Fee	% Complete This Period	% Complete To Date	Amount This Period	Amount To Date
Plans, Specs & Est. (PS&E)	$374,689.71	2%	60%	$7,493.80	$224,813.83
Right-of-Way (ROW)	$96,250.00	0%	100%	$0.00	$96,250.00
Design Field Survey (DFS)	$100,320.00	0%	95%	$0.00	$95,304.00
Surveying (SUR)	$33,600.00	0%	100%	$0.00	$33,600.00
Subtotal	$604,859.71			$7,493.80	$449,967.83

TOTAL FEE EARNED:	$	449,967.83
LESS PREVIOUSLY INVOICED:	$	442,474.03
TOTAL AMOUNT DUE THIS INVOICE:	$	7,493.80

RECEIVED

PO 613184

Eric Dietrich, P. E.
Project Manager

INVOICE RECEIVED BY
Noe Hinojosa 6/2/09
GOODS/SERVICES RECEIVED BY:
_____ on _____

PRECINCT 1
COMMISSIONER SYLVIA S. HANDY

AI-16018 **9.L.**

Renewal/Extension-E-08-289-07-08-Hidalgo County Emergency Services District 2

CC CONSENT

Date:	06/22/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval to exercise the option to extend for an additional year period as provided in current Interlocal Agreement by and between Hidalgo County (Precinct #1) and the Hidalgo County Emergency Services No. 2 for: "Office Space to hold Public Meetings" (E-08-289-07-08).

BACKGROUND

Fiscal Impact

FISCAL YEAR:	ACCT. #:
FUNDS AVAILABLE Y/N?:	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No funding required.

Attachments

Link: Extension Letter

Link: Contract Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2009 11:34 AM	APRV
2	Budget & Management	Veronica Lopez	06/17/2009 01:16 PM	APRV
3	Ivan Cantu	Ivan Cantu	06/17/2009 01:23 PM	APRV
4	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Vangie Garcia — Started On: 06/16/2009 08:36 AM

Final Approval Date: 06/18/2009

PURCHASING DEPARTMENT
County Of Hidalgo

June 15, 2009

Daniel Guzman, Board President
Hidalgo County Emergency Services District No. 2
708 East Edinburg Avenue
Elsa, Texas 78538

Via E-mail dannyguzman65@yahoo.com

Re: Extension of Interlocal Agreement Contract No. E-08-289-07-08 - "Office Space for Public Meetings" within Hidalgo County Pct. No. 1- Hidalgo County Emergency Services District No. 2

Dear Mr. Guzman:

Commissioners' Court will take applicable action (Tuesday, June 23, 2009) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current Interlocal Agreement to automatically renew/extend for subsequent twelve (12) months periods (under the same terms and conditions). Effective date of renew/extension will commence: July 11, 2009 through July 10, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, June 16, 2009, 3:00 p.m., via facsimile to (956) 956-318-2629 or email to evangelina.garcia@co.hidalgo.tx.us.

By: _____ Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Respectfully,

Vangie Y. Garcia, Contracts Manager
Hidalgo County Purchasing Department

xc: Honorable Sylvia S. Handy, Commissioner via email
Sylvia.handy@co.hidalgo.tx.us
c/o Joseph Palacios, Chief Administrator via email
joseph.palacios@co.hidalgo.tx.us
Hidalgo County Precinct No.1

By: _____ Date: _____

PURCHASING DEPARTMENT
County Of Hidalgo

June 26, 2008

E-08-289-07-08

Daniel Guzman, Board President
Hidalgo County Emergency Services District No. 2
708 East Edinburg Avenue
Elsa, Texas 78538

Via E-mail dannyguzman65@yahoo.com

Re: ***Extension of Interlocal Agreement Contract No. C-07-339-07-10 - "Office Space for Public Meetings" within Hidalgo County Pct. No. 1- Hidalgo County Emergency Services District No. 2***

Dear Mr. Guzman:

Commissioners' Court will take applicable action (Tuesday, July 8 2008) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current Interlocal Agreement to automatically renew/extend for subsequent twelve (12) months periods (under the same terms and conditions). Effective date of renew/extension will commence: July 11, 2008.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, July 2, 2008, 12:00 p.m., via facsimile to (956) 956-318-2629 or email to leticia.saenz@co.hidalgo.tx.us.

By: Daniel A. Guzman Date: 6/27/08

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: Honorable Sylvia S. Handy, Commissioner — via email Sylvia.handy@co.hidalgo.tx.us
c/o Joseph Palacios, Chief Administrator — via email joseph.palacios@co.hidalgo.tx.us
Hidalgo County Precinct No.1

By: _____ Date: _____

PURCHASING DEPARTMENT
County Of Hidalgo

June 26, 2008

Via E-mail dannyguzman65@yahoo.com

Daniel Guzman, Board President
Hidalgo County Emergency Services District No. 2
708 East Edinburg Avenue
Elsa, Texas 78538

Re: ***Extension of Interlocal Agreement Contract No. C-07-339-07-10 - "Office Space for Public Meetings" within Hidalgo County Pct. No. 1- Hidalgo County Emergency Services District No. 2***

Dear Mr. Guzman:

Commissioners' Court will take applicable action (Tuesday, July 8 2008) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current Interlocal Agreement to automatically renew/extend for subsequent twelve (12) months periods (under the same terms and conditions). Effective date of renew/extension will commence: July 11, 2008.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, July 2, 2008, 12:00 p.m., via facsimile to (956) 956-318-2629 or email to leticia.saenz@co.hidalgo.tx.us.

By: _____ Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: Honorable Sylvia S. Handy, Commissioner — via email Sylvia.handy@co.hidalgo.tx.us
c/o Joseph Palacios, Chief Administrator — via email joseph.palacios@co.hidalgo.tx.us
Hidalgo County Precinct No. 1

By: Sylvia S. Handy m.g. Date: 6/26/08

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

C-07-339-07-10

INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT** ("Agreement") is made by and among the **COUNTY OF HIDALGO** ("County"), and the **HIDALGO COUNTY EMERGENCY SERVICES DISTRICT #2**, ("District") (sometimes collectively referred to as the "Parties" or individually referred to as the "Party") acting herein by and through their respective duly authorized officers or employees, and this Agreement shall be effective on the date it is executed by all the Parties hereto (the "Effective Date").

PREMISES

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions or services; and

WHEREAS, the County, acting for the benefit of the citizens of Hidalgo County, has acquired real property and associated facilities and operates these facilities for the benefit of its citizens; one such facility being located at 708 E. Edinburg Avenue, Elsa, Texas, and

WHEREAS, the District is an emergency management district created by the County and is charged with providing emergency ambulance services to Hidalgo County citizens within its designated operating area, and

WHEREAS, the District has need of a facility in which to hold public meetings, and

WHEREAS, the County and the District wish to enter into an agreement by which the County shall provide a facility in which the District may hold public meetings in which to conduct its business.

AGREEMENT

I.
TERM OF AGREEMENT

A. Agreement: The Parties mutually agree that the County shall provide reasonable and adequate space and facilities to the District for the conduct of public meetings as needed at County building located at 708 E. Edinburg Avenue, Elsa, Texas. The use, date and time the District wishes to use must be approved in advance by the elected official whose office the District desires to use; and

B. Term: The term of this Agreement shall be for twelve (12) months commencing on the Execution of this agreement. The term of this Agreement shall be automatically renewed for subsequent twelve (12) month periods, subject to the provisions of Section C below, and

C. Termination: During the term of the Agreement, any Party may terminate its participation in this Agreement by giving the other Parties thirty (30) days' written notice of such termination.

II.
MISCELLANEOUS PROVISIONS

A. No Assumption of Liability: No Party assumes the liability for the system(s) under the control of any other Party or for the actions of employees of any other Party.

B. Immunity as a Defense: No signatory hereto or participating agency has agreed to waive any defense, right, immunity, or other protection under law, including any statutory provision, by entering into this Agreement.

C. Insurance: The District shall provide to the County a certificate of insurance showing the County as an additional insured for general liability in the minimum amount of the Texas Tort Claims Act.

D Assignment: This Agreement being based upon the special qualifications of each Party, any assignment or other transfer of this Agreement or any part hereof without the express consent in writing of the other Parties shall be void and of no effect.

E Entire Agreement: The entire Agreement between the Parties is contained herein and no change in or modification, termination or discharge of this Agreement in any form whatsoever shall be valid or enforceable unless it is in writing and signed by all Parties.

E. Prior Agreements: This Agreement supersedes any and all prior agreements regarding this subject which may have previously been made.

IN TESTIMONY OF WHICH, this Agreement, in multiple originals, each having equal force and effect, has been executed on behalf of the Parties hereto on this the _____ day of _____, 2007.

APPROVED BY COMMISSIONERS' COURT ON THE 10TH DAY OF JULY, 2007.

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO, TEXAS

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

ATTEST
HIDALGO COUNTY CLERK

By: _____
Arturo Guajardo, Jr., County Clerk

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT #2

By: _____
Daniel Guzman, Board President

ACORD CERTIFICATE OF LIABILITY INSURANCE

Date (mm/dd/yy): 5/9/2008

Producer

Johnny Hardaway

Quirk & Company
P.O. Box 792030
San Antonio TX 78279
210.342.9421
www.quirkco.com

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

INSURER A	Western World Insurance Company
INSURER B	
INSURER C	
INSURER D	
INSURER E	

Insured

Hidalgo County Emergency District #2
PO Box 1136
Elsa TX 78543

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YY	POLICY EXPIRATION DATE MM/DD/YY	LIMITS	
A	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIAB ☐ CLAIMS MADE ☑ OCCUR GEN'L AGG LIMIT APPLIES PER ☑ POLICY ☐ PROJECT ☐ LOC	NPP1140578	1/23/2008	1/23/2009	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ Included
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT 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 LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY				☐ STATUTORY LIMIT ☐ OTHER EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County
PO Box 1356
Edinburg TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 * DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

* 10 Days for Non-Payment of Premium

AUTHORIZED REPRESENTATIVE

Charles Mills

© ACORD CORPORATION 1988

From:

Quirk & Company

P.O. Box 792030
San Antonio TX 78279
Phone: 210.342.9421
Fax: 210.340.4075

www.quirkco.com

To:

Montalvo Insurance Agency

208 S. Texas Blvd

Weslaco TX 78596

eCertsonline
Certificates of Insurance & Evidence of Property

From: Johnny Hardaway

Subject: Certification of Insurance
Hidalgo County Emergency District #2

Date: 5/9/2008

Delivery Via: FAX 19569699198

No. of Pages: 3

This document was created by eCertsONLINE.

The attached or linked document(s) contain certification of insurance coverage for the insured named in the subject above. Your company is listed as the organization requesting receipt of these documents.

If this document is sent via e-mail, you must click on the link below. The linked document is in a pdf format, and you must have Adobe Acrobat Reader installed on your system. To download the Adobe Reader for free, visit www.Adobe.com.

If you have any questions regarding the content of this message, you should contact the Producer/Agency listed on the attached/linked documents.

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AI-16016 **9.M.**

Renewal/Extension-C-08-409-02-24-The University Of Texas-Pan American
CC CONSENT

Date:	06/22/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval to exercise the one (1) year extension/renewal option as provided in the current contract #08-409-02-24-Consulting Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County, under the same rates, terms and conditions with "The University Of Texas-Pan American (UTPA) with extension/renewal effective as of: July 1, 2009 through June 30, 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1287-465-20-110-070-9-311

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

BUDGETARY IMPACT:

Available balance of $16,000.00 as of 06/17/09.

*A request has been made to EDA to move monies within the grant (categorically) to fund this particular project. Request is pending at this time.

Attachments

Link: Extension Letter

Link: Contract Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2009 11:31 AM	APRV
2	Budget & Management	Veronica Lopez	06/17/2009 11:48 AM	APRV
3	Roland Garcia	Rolando Garcia	06/18/2009 08:42 AM	APRV
4	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Vangie Garcia Started On: 06/15/2009 04:53 PM

Final Approval Date: 06/18/2009

PURCHASING DEPARTMENT
County Of Hidalgo

June 15, 2009

Michael Uhrbrock, Associate Director
For Economic Development
Attn: James R. Langabeer, Vice President
For Business Affairs
For The University Of Texas-Pan American
1201 W. University Drive
Edinburg, Texas 78539

Via e-mail: uhrborck@utpa.edu

Re: Renewal/Extension of Contract No. 08-409-02-24
"Consulting Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County"

Dear Mr. Uhrbrock/Mr. Langabeer:

Commissioners' Court will take applicable action (Monday, June 23, 2009) in connection with the option to extend/renew the one (1) year as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is of July 1, 2009 with termination date of June 20, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, June 16, 2009, 3:00 p.m., or sooner, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us

There is a deadline to submit our agendas and I need to attach this document as backup with my agenda request.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000-Extension 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

By: _____ Date: _____

Sincerely,

Evangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES
C-08-409-02-24

THIS AGREEMENT is made on the 24th day of February, 2009 by and between "The University Of Texas-Pan American (U.T.P.A.), Edinburg, HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter "County") and The University Of Texas-Pan American, a University of (Hidalgo County, Texas) (hereinafter" Consultant") to serve at the pleasure of the Hidalgo County Commissioner's Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a consultant to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter; and

WHEREAS, Consultant(s) has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner's Court.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Consultant(s) agree as follows:

1. Consultant(s) agrees to provide the County the consulting services required by Hidalgo County in connection with **"Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County"** (the "Plan") pursuant to Article 262.024 "The Professional Service Procurement Act", Texas Local Government Code, the County requested proposals from professional consultants to assist the County in providing consulting services to the Plan. The services include, but are not limited to, the items listed on Appendix A, which is attached and made a part of this Contract.

2. Consultant(s) will report any problems or recommended changes in the Implementation of **"Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County"** to Hidalgo County.

3. As consideration for services of Consultant(s) described herein, County agrees to pay Consultant(s) the fees as outlined in Appendix B, which is attached to and made a part of this Contract.

4. Consultant(s) must comply with all applicable County policies. Notwithstanding the foregoing sentence, Consultant(s) represents and

maintains that he is an independent Consultant(s) and is not an employee of County or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of County. Consultant(s) agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (3) written notice prior to cancellation.

6. Consultant(s) may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

7. Consultant(s) agrees to comply with the Title VI of the Civil Rights Act of 1964. The term of this Contract will be effective upon approval of award through June 30, 2009, unless otherwise extended through Hidalgo County's option to extend/renew for one (1) year, under the same rates, terms and conditions.

9. Notice. Except as may be otherwise specifically provided in this Contract,

all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall be either be (i) personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addressed set forth below, or at such other addressed as may have been theretofore specified by written notice delivered in accordance herewith.

If to County:	County of Hidalgo, Texas Attn: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
If to Consultant(s):	The University Of Texas-Pan American (U.T.P.A.) Attn: Michael Uhrbrock, Assoc. Dir. For Economic Development 1201 W. University Drive Edinburg, Texas 78539

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

10. Conflict with Applicable Law. Nothing in this Consultant(s) shall be construed so as to require the commission of any contrary to law, and

whenever this is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extend necessary to bring them within the legal requirements and only during the time such conflict exists.

11. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

12. Entire Agreement. This Contract contains the entire Contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Consultant(s) and not otherwise.

13. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the

parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

14. Additional Documents. The parties hereto covenant and agree that the will execute such other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

15. Successors. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrator, legal representatives, successors, and assigns where permitted by this Contract.

16. Assignment. This Agreement shall not be assignable; provided, however, that Consultant(s) may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant(s) is not excused from and/or does not delegate its duties hereunder.

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

18. Gender and Number. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and

the singular shall include the plural whenever and as often as may be appropriate.

19. Authority to Execute. The execution and performance of this Contract by County and Consultant(s) have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes and valid and enforceable obligations of County and Consultant(s) in accordance with its terms.

20. Ethical Provision. It is understood that the employee of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Consultant(s) warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Consultant(s) has not paid or agreed to pay and employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

21. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Consultant(s). County, agrees however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

22. Indemnity and Hold Harmless. Consultant(s) agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of Consultant(s) or the acts or omissions of Consultant(s) employees, agents or other representatives, including the violation of any law or regulation related to Consultant(s)'s duties under this Agreement.

To the extend permitted by applicable law, County agrees to indemnify and hold Consultant(s) harmless from any loss, costs, liabilities or damages which are incurred by Consultant(s) which are primarily attributable to the acts

or omissions of County of the acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement.

23. Representation and Warranties. Consultant(s) represents and warrants to County all representations and warranties of Contract as contained in its responses to County's Request for Proposal are true and correct as of the date hereof. Consultant(s) additionally represents and warrants that has not, and will not in the future, receive any compensation (whether in the form of cash, credit, commissions, gifts, tangible property or otherwise) in connection with the award by County of a contract for employee health benefits, other than compensation to Consultant(s) pursuant to this Contract. In the event any representation or warranty of Consultant(s) hereunder is or becomes incorrect or untrue, Consultant(s) agrees to promptly notify of Consultant(s) hereunder is or becomes incorrect or untrue, Consultant(s) agrees to promptly notify County thereof, in which event County may, in its sole discretion, elect to termination this Contract, for cause, in the manner herein provided. Consultant(s) acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Consultant(s) as herein contained as a

material inducement to County to enter into the Contract.

EXECUTED and effective as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON 2-24, 2009.

APPROVED AS TO FORM:

By: _____
Antonio Mendoza, Assistant District Attorney

COUNTY OF HIDALGO, TEXAS

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

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Consultant:

By: _____

Printed Name: James R. langabeer

Title: VP for Business Affairs

Date: 3-24-09

RFP/Q PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

October 20, 2008

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request For Proposals/Qualifications: **"Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County"**

RFP/Q NO: 2008-409-11-05-VYG

Dear Respondents:

Enclosed please find a Request for Proposals With Qualifications (RFP/Q) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP/O process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/vyg

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR PROPOSALS/QUALIFICATIONS (RFP/Q) CHECKLIST

PROFESSISONAL CONSULTANT SERVICES FOR ASSET MAPPING AND STRATEGIC PLANNING TO GUIDE ECONOMIC DEVELOPMENT IN HIDALGO COUNTY

RFP/Q NO: 2008-409-11-05-VYG

1. Request for Proposals/Qualifications Letter.
2. Request for Proposals/Qualifications, Legal Notice, consisting of 9 pages.
3. Exhibit A, Requirements, Scope of Services/Requirements consisting of 9 pages.
4. Exhibit B, Evaluation/Selection Criteria, consisting of 4 page.
5. Exhibit C, Insurance Requirements, consisting of 4 pages.
6. Exhibit D, CIQ Conflict Of Interest Questionnaire, consisting of 1 pages.
7. Exhibit E, Proposer's Affidavit, consisting of 1 page.
8. Proposer/Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.
9. IRS W-9 Form, consisting of 4 pages.
10. Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of 1 page.
11. Draft Agreement, consisting of 7 pages.

The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar pw

Martha L. Salazar, CPPB, Purchasing Agent

10/20/08
Date

RFP/Q NO: 2008-409-11-05	BUYER II: VANGIE GARCIA	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS/QUALIFICATIONS

Hidalgo County
Edinburg, Texas

"PROFESSIOANL CONSULTANT SERVICES FOR ASSET MAPPING AND STRATEGIC PLANNING TO GUIDE ECONOMIC DEVELOPMENT IN HIDLAGO COUNTY"

NOVEMBER 05, 2008

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

LEGAL NOTICE **RFP NO: 2008-409-11-05-VYG**

1. Sealed proposals with qualifications will be received for **Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County,** in accordance with the requirements attached hereto as Exhibit "A." Proposals with qualifications should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal with qualification.

2. One (1) original and seven (7) copies of all RFP/Qs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP/Q NO: 2008-409-11-05-VYG-Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, November 05 , 2008.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP/Q 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 THE FOLLOWING REFERENCE: RFP/Q NO: 2008-409-11-05-VYG-PROFESSIONAL CONSULTANT SERVICES FOR ASSET MAPPING AND STRATEGIC PLANNING TO GUIDE ECONOMIC DEVELOPMENT IN HIDALGO COUNTY.

   WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN Wednesday, October 29, 2008 at 5:00 P.M. at (956) 318-2699, and/or **BY EMAIL AT:** sofia.hernandez@hidalgocountyjudge.com. Responses will be sent to all applicants via facsimile by Friday, October 31, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals with qualifications and to waive any/all formalities or technicalities, or to accept the proposal with qualifications considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal with qualifications that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals with qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal with qualifications for approval. Receipt of any proposal with qualifications shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract

shall be made to the responsible offeror whose proposal with qualifications is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer with qualifications, or to reject all proposals with qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal with qualifications and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal with qualifications may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals With Qualifications. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals with qualifications.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal with qualifications or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
2802 S. Business Hwy. 281, New Administration Building
Edinburg, Texas 78539
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) **Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County.**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Department
Ray Eufracio, CPA
2808 S. Business Hwy. 281, New Administration Building
Edinburg, Texas 78539 – (956)-587-6000

17. Schedule of Events

Projected Proposal With Qualification Opening, 9:30 A.M.,	**NOVEMBER 05, 2008**
Project/Anticipated Award Date:	**_____, 2008**
Commence Work or Deliver Products	**_____, 2008**

18. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

. ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

. ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

. ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

. ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or

application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

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

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

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals with qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal

with qualifications, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel

reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

REQUEST FOR PROPOSAL/QUALIFICATIONS
Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County

RFP/Q NO: 2008-409-11-05-VYG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal With Qualification Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal with qualifications.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR
PROPOSAL/QUALIFICATIONS

"PROFESSIONAL CONSULTANT SERVICES FOR ASSET MAPPING AND STRATEGIC PLANNING TO GUIDE ECONOMIC DEVELOPMENT IN HIDALGO COUNTY"

RFP/Q NO: 2008-409-11-05-VYG

Hidalgo County is seeking sealed proposals with qualifications from qualified consultants to provide certain services related to research, analysis, strategic planning, meeting facilitation, and plan writing in support of the preparation of Hidalgo County's Comprehensive Economic Development Plan. The Hidalgo County Purchasing Department will receive sealed proposals with qualifications as specified herein. Sealed proposals with qualifications will be accepted until **9:30 A.M., Wednesday, November 05 , 2008. ANY RFP/Q RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP/Q NO: 2008-409-11-05-VYG

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

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

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.
The following outlines the Request For Proposal/Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that "Request For Proposal/Qualifications" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

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

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN Wednesday, October 29, 2008 at 5:00 P.M. at (956) 318-2699, and/or **BY EMAIL AT:** sofia.hernandez@hidalgocountyjudge.com. Responses will be sent to all applicants via facsimile by Friday, October 31, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the

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

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

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP/Q must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

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

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

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

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

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

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

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

TERM OF CONTRACT:
It is intended that the term of the contract will be through June 30, 2009, unless otherwise extended through Hidalgo County's option to extend/renew for one (1) year, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications. **(if applicable)**

SECTION II - PURPOSE

As a result of a grant from the U.S. Department of Commerce's Economic Development Administration (EDA), Hidalgo County is working in collaboration with the economic development organizations within the county to create a countywide Comprehensive Economic Development Strategy (CEDS) to prepare the county to compete and succeed in a regional and global economy. This Request for Proposals (RFP) is seeking qualified consultants for the

provision of strategic planning services inclusive of research, analysis, strategy development, group process facilitation, and plan writing activities. Information to be collected/produced, studied and reported includes cataloguing and analyzing regional assets, and effective strategies and outreach for economic and workforce development transformation. The planning process requires (also see 13 C.F.R. § 303.6, paragraphs A.1 and A.2):

- Consultation with public officials, community leaders, representatives of economic and workforce development organizations and institutions of higher education, minority and labor groups, business associations, and private individuals;
- Conducting public forums to elicit public/private input;
- Researching and analyzing the current economic development situation of the region including a discussion of the population, geography, workforce, transportation, resources, environment, and other relevant information;
- Conducting SWOT analysis and resource mapping activities; and,
- Identifying strategies and resources for plan implementation.

The results of these efforts will be utilized to prepare a strategic plan that:

- Establishes and articulates a vision for economic and workforce development in the county and region;
- Embraces the principles of entrepreneurship, enhances regional clusters, and leverages technology innovators and local universities to the private sector;
- Includes clear and measureable goals and objectives;
- Outlines a plan of action with clear steps and strategies for achieving goals and objectives; and,
- Identifies potential resources/funding to support implementation of the plan.

SECTION III – BACKGROUND

Hidalgo County has received a U.S. Department of Commerce/Economic Development Administration (EDA) grant to conduct strategic planning activities for the purpose of developing a countywide Comprehensive Economic Development Strategy. The role of the county is to work through a Strategy Committee of stakeholders identified by the county, serve as the convener of stakeholders during the planning process and oversee the implementation of grant activities consistent with the criteria set forth in the proposal as approved by EDA.

SECTION IV - RFP REQUIREMENTS

REQUEST FOR PROPOSAL/QUALIFICATION:

The required contents and limitations for the preparation of the RFP/Q are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP/Q. A total of **one (1) original and seven (7) copies** of the RFP/Q shall be submitted to the address on the cover letter.

CONTENTS:

The required contents for the RFP/Q are presented below in the order they should be incorporated into the submitted document.

PROPOSAL NARRATIVE:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 5 pages in length.

Respondents must submit a written description of services that briefly describes the services to be provided specific to the requirements of this proposal. The written narrative, at minimum, must include the following information:

1. Demonstrated knowledge of the tasks required to meet the requirements of this proposal and the skills, abilities and talent necessary to successfully complete the tasks outlined in the Scope of Services.

    - Please include specifics and price required for your organization to complete this project. Additionally, please specify any cost associating with the mapping of physical assets using GIS software.

    - Provide the names, education and work experience of the key personnel that will be assigned to this project along with a description of their most recent work in similar projects. There is a one (1) page limitation for each biographic summary provided.

2. Demonstrated ability to perform the tasks required in this proposal, including prior experience in working on same/similar projects. Please attach references to the narrative response, which include the names, physical and electronic addresses, and telephone numbers of a minimum of three (3) clients for whom the respondent has conducted similar services. These references may be contacted.

3. Demonstrated knowledge of the time requirements for completion of all work required in the Scope of Services. The narrative must include specific details on the how the respondent will meet the timing requirements for this project and include a work plan with a brief description of each deliverable and its anticipated start and completion date.

4. Please provide contact information for the primary contact, including name, physical and electronic addresses, telephone number, and email address.

FOR ADDITIONAL SPECIFICATIONS AND REQUIREMENTS-PLEASE REFER TO "SCOPE OF SERVICES" SECTION.

TIMING:

Ideally, this project will begin by mid October, with phased deliverables to be negotiated with the successful bidder. **The final product should be completed no later than June 15, 2009.** Your proposal should include an estimate of the timing to start and complete each element or deliverable. It is anticipated that, subsequent to awarding the project, specific approaches, requirements, and due dates will be worked out and included in the contract with the selected consultant.

FIRM QUALIFICATIONS:
Individuals and organizations, whether for-profit or not-for-profit, having the appropriate experience and specific expertise necessary to carry out the duties and responsibilities outlined in the "Scope of Services" below. All proposers must have demonstrated experience in the area of asset mapping and strategic planning to be eligible for consideration. Hidalgo County reserves the right to check all references furnished and consider the responses received in evaluating the proposals.

SCOPE OF SERVICES:
Hidalgo County is interested in strengthening its competitive position within state, national and global markets. Accordingly, the County is requesting proposals with qualifications from experienced, qualified consultants to prepare the following in accordance with applicable requirements from the U.S. Department of Commerce/Economic Development Administration grant award for creating a Comprehensive Economic Development Strategy. The successful respondent will be required to complete the following tasks/activities:

Asset Mapping: In order to strengthen the county's competitive position within state, national and global markets, it is important to start by mapping the area's asset base. The purpose of the Asset Map is will be to provide the County's leadership with an understanding of the area's asset base – human, financial, institutional, and natural among others; identify "gap" areas that require further investment; and provide a baseline for launching the strategic planning process and by which to measure future progress toward regional prosperity. The asset map should follow the framework set forth in "*Asset Mapping Roadmap: A Guide to Assessing Regional Development Resources*" developed by the Council on Competitiveness. The document can be found at http://www.compete.org/images/uploads/File/PDF%20Files/Illuminate_regional_Aug2007.pdf.

Additionally, the selected consultant should make every effort to (a) avoid duplicating any current asset mapping activities underway in the region such as those of the Workforce Innovation in Regional Economic Development (WIRED) initiative; and (b) add value to current or recent asset mapping activities (i.e., *Texas in Focus: South Texas* - http://www.cpa.state.tx.us/specialrpt/tif/southtexas/pdf/SouthTexasFullReport.pdf).

This request includes a full-level asset mapping process as follows

- Identification and cataloging of all major assets relevant to countywide and regional development.
- Basic evaluation of the strengths and weaknesses of all major assets and identification of gaps and redundancies in order to determine areas that require further investment.
- A comprehensive assessment to capture current and future utilization of assets, challenges and barriers to utilization, and the need for increased asset creation and investment. This component of the asset mapping process should specifically focus on the health care industry.

Strategic Planning: The asset mapping findings will be used to launch the strategic planning process. The purpose of the strategic planning process is to provide the County's leadership with a strategy for improving its overall competitive position. The consultant will assist the Strategy Committee and Hidalgo County economic development staff in preparing a five-year CEDS for

Hidalgo County that complies with the requirements of 13 CFR § 303.7 (Code of Federal Regulations). This request includes the provision of strategic planning services inclusive of research, analysis, strategy development, group process facilitation, and plan writing activities.

The consultant will be required to submit a draft of both the Asset Map and Strategic Plan for review and comment before submitting the final document. An electronic copy of the final document is required.

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

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer is to provide a fee proposal with qualifications based on the scope of work and services.

SECTION V: SELECTION AND SCHEDULES

EVALUATION SYSTEM:

Proposals/Qualifications will be graded on a point system with emphasis on ability to service the County and experience in providing the required services.

The evaluation consists of a 100-point scoring system, weighted as follows:

NARRATIVE	**15 POINTS**
BUDEGET & COST EFFECTIVENESS	**15 POINTS**
PRIOR EXPERIENCE	**30 POINTS**
PROPOSER'S QUALIFICATIONS	**20 POINTS**
ABILITY TO MEET TIMING REQUIREMENTS	**20 POINTS**

At the sole discretion of Commissioner's Court, a presentation may be requested from the participating firms that have scored at least 80 points in order to complete and finalize the ranking.

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

PROPOSAL WITH QUALIFICATION SUBMITTED TO: An original and seven (7) copies of RFP/Qs should be submitted to:

US Postal Mail address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy. 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFP/Qs must be submitted by **no later than 9:30 a.m. on Wednesday, November 05, 2008.** Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP/Q.

TERMS AND CONDITIONS

- This RFP does not commit Hidalgo County to award a contract.
- Hidalgo County will not pay any costs incurred by the respondent in the preparation of this proposal.
- Hidalgo County may accept or reject any or all proposals received as a result of this RFP, or cancel in part or in its entirety this RFP if it is in the best interest of Hidalgo County to do so.
- Hidalgo County may request additional information or a personal interview in support of the written proposals.
- Hidalgo County may award a contract under this RFP without discussion with the respondent. Therefore, proposals should be submitted on the most favorable terms from both the technical and cost standpoint.
- Hidalgo County reserves the right not to fund the respondent with either the lowest cost or the highest score on the proposal.
- Hidalgo County may require the selected respondent to participate in negotiations and submit price, technical or other revisions to the proposal as a result of the negotiations.
- The contract award is subject to the availability of Federal funds and the execution of a contract acceptable to both the selected respondent and Hidalgo County.
- Hidalgo County reserves the right to reject the proposal of any respondent based on any misrepresentation.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY -
REQUEST FOR PROPOSAL/QUALIFICATIONS

"PROFESSIONAL CONSULTANT SERVICES FOR ASSET MAPPING AND STRATEGIC PLANNING TO GUIDE ECONOMIC DEVELOPMENT IN HIDALGO COUNTY"

RFP/Q NO: 2008-409-11-05-VYG

SELECTION/EVALUATION/RANKING CRITERIA

Proposals/Qualifications will be graded on a point system with emphasis on ability to service the County and experience in asset mapping and strategic planning, including but not limited to the following:

A. **NARRATIVE - 15 POINTS**

1. Knowledgeable of the tasks required to meet the proposal requirements.
2. Provides expert personnel in strategic planning and asset mapping, and makes such personnel available to the County for the duration of the project.
3. Indicative of outstanding or exceptional performance of required services.
4. Adequacy of resources to perform these services.

B. **BUDGET & COST EFFECTIVENESS - 15 POINTS**

Provides the required turnkey services at a reasonable cost.

C. **PRIOR EXPERIENCE - 30 POINTS**

1. Demonstrates experience in providing strategic planning and asset mapping services, including research, analyses, strategy development, group process facilitation, and plan writing activities.
2. Demonstrates experience in developing strategic plans, and in organizing asset-mapping projects using the same or similar framework set forth in "*Asset Mapping Roadmap: A Guide to Assessing Regional Development Resources.*"
3. Provides references.
4. Extent of experience.

D. **PROPOSER'S QUALIFICATIONS - 20 POINTS**

1. Meets minimum of five (5) years of experience in providing strategic planning services.
2. Meets minimum of three (3) years of experience in providing asset mapping services.
3. Experience relevant to the tasks set forth in the scope of services.

E. **ABILITY TO MEET TIMING REQUIREMENTS - 20 POINTS**

1. Demonstrates knowledge of the time requirements for completion of all work required in the Scope of Services.
2. Specifies in the work plan how the timing requirements will be met.

Total Points = 100 Points

RFP EVALUATION FORM

SELECTION CRITERIA	Points	Score

A. **NARRATIVE**

1. Knowledge of tasks required to meet the proposal requirements.
2. Provides expert personnel in strategic planning and asset mapping, and makes such personnel available to the County for the duration of the project.
3. Indicative of outstanding or exceptional performance of required services.

15 Points _____

Comments/Rationale For Points:_____

B. **BUDGET AND COST EFFECTIVENESS**

Provides the required turnkey services at a reasonable cost. 15 Points _____

Comments/Rationale For Points:_____

C. **PRIOR EXPERIENCE**

1. Experience in providing strategic planning and asset mapping services, including research, analyses, strategy development, group process facilitation, and plan writing activities.
2. Experience in developing strategic plans, and in organizing asset mapping projects using the same or similar framework set forth in "Asset Mapping Roadmap: A Guide to Assessing Regional Development Resources."
3. Provides references.
4. Extent of experience.

30 Points _____

Comments/Rationale For Points:_____

D. **QUALIFICATIONS**

1. Met minimum of five (5) years of experience in providing strategic planning services.
2. Met minimum of three (3) years of experience in providing asset mapping services.
3. Experience relevant to the tasks set forth in the scope of services.

20 Points _____

Comments/Rationale For Points:_____

E. **ABILITY TO MEET TIMING REQUIREMENTS**

1. Knowledge of the time requirements for completion of all work required in the Scope of Services.
2. Work plan provides specific details on how the timing requirements will be met.

20 Points _____

Comments/Rationale For Points: _____

_____

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

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.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD **CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT. ☐ OWNER'S PROTECTIVE LIABILITY ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTH-ER TORY LIMITS E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED: INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES 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

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of 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.	OFFICE USE ONLY
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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 2008.

_____

Notary Public

My commission expires:_____, 2008.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South 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:

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s): _____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):_____

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 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.

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.

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, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

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.

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 social security card. 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 social security card 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/online/ss-5.pdf*. 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.)

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, and the District of Columbia 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 Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES

THIS AGREEMENT is made on the ___ day of _____, **2008** by and between **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "County") and _____ a resident of (Hidalgo County, Texas)_____ (hereinafter" Consultant") to serve at the pleasure of the Hidalgo County Commissioner's Court.

WITNESSETH:

WHEREAS, County desires to contract with a person to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter; and

WHEREAS, Consultant(s) has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner's Court.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Consultant(s) agree as follows:

1. Consultant(s) agrees to provide the County the consulting services required by Hidalgo County in connection with **"Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County"** (the "Plan") pursuant to Article 262.024 "The Professional Service Procurement Act", Texas Local Government Code, the County are requested proposals form professional consultants to assist the County to providing consulting services to the Plan. The services include, but are not limited to, the items listed on Appendix A, which is attached and made a part of this Contract.

2. Consultant(s) will report any problems or recommended changes in the Implementation of **"Professional Consultant Services For Asset Mapping And Strategic**

Planning To Guide Economic Development In Hidalgo County" to Hidalgo County.

3. As consideration for services of Consultant(s) described herein, County agrees to pay Consultant(s) the fees as outlined in Appendix B, which is attached to and made a part of this Contract.

4. Consultant(s) must comply with all applicable County policies. Notwithstanding the foregoing sentence, Consultant(s) represents and maintains that he is an independent Consultant(s) and is not an employee of County or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of County. Consultant(s) agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. County and Consultant(s) agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all. In the event this Contract is terminated without cause by County, but not otherwise, any unpaid fees or compensation owing to Consultant(s) at the time of termination under this contract will be due and payable to Consultant(s) within thirty (30) days following the time of contract termination.

6. Consultant(s) may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

7. Consultant(s) agrees to comply with the Title VI of the Civil Rights Act of 1964.

The term of this Contract will be through June 30, 2009, unless otherwise extended through Hidalgo County's option to extend/renew for one (1) year, under the same rates, terms and conditions.

9. Notice. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in

writing and shall be either be (i) personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addressed set forth below, or at such other addressed as may have been theretofore specified by written notice delivered in accordance herewith.

If to County: County of Hidalgo, Texas
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Consultant(s): _____
Attn: _____
_____
_____

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

10. Conflict with Applicable Law. Nothing in this Consultant(s) shall be construed so as to require the commission of any contrary to law, and whenever this is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extend necessary to bring them within the legal requirements and only during the time such conflict exists.

11. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

12. Entire Agreement. This Contract contains the entire Contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Consultant(s) and not otherwise.

13. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

14. Additional Documents. The parties hereto covenant and agree that the will execute such other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

15. Successors. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrator, legal representatives, successors, and assigns where permitted by this Contract.

16. Assignment. This Agreement shall not be assignable; provided, however, that Consultant(s) may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant(s) is not excused from and/or does not delegate its duties hereunder.

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

18. Gender and Number. All pronouns used in this Contract shall include the other

gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

19. Authority to Execute. The execution and performance of this Contract by County and Consultant(s) have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes and valid and enforceable obligations of County and Consultant(s) in accordance with its terms.

20. Ethical Provision. It is understood that the employee of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Consultant(s) warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Consultant(s) has not paid or agreed to pay and employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

21. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Consultant(s). County, agrees however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

22. Indemnity and Hold Harmless. Consultant(s) agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of Consultant(s) or the acts or omissions of Consultant(s) employees, agents or other representatives, including the violation of any law or regulation related to Consultant(s)'s duties under this Agreement.

To the extend permitted by applicable law, County agrees to indemnify and hold Consultant(s) harmless from any loss, costs, liabilities or damages which are incurred by Consultant(s) which are primarily attributable to the acts or omissions of County of the acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement.

23. Representation and Warranties. Consultant(s) represents and warrants to County all representations and warranties of Contract as contained in its responses to County's Request for Proposal are true and correct as of the date hereof. Consultant(s) additionally represents and warrants that has not, and will not in the future, receive any compensation (whether in the form of cash, credit, commissions, gifts, tangible property or otherwise) in connection with the award by County of a contract for employee health benefits, other than compensation to Consultant(s) pursuant to this Contract. In the event any representation or warranty of Consultant(s) hereunder is or becomes incorrect or untrue, Consultant(s) agrees to promptly notify of Consultant(s) hereunder is or becomes incorrect or untrue, Consultant(s) agrees to promptly notify County thereof, in which event County may, in its sole discretion, elect to termination this Contract, for cause, in the manner herein provided. Consultant(s) acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Consultant(s) as herein contained as a material inducement to County to enter into the

Contract.

EXECUTED and effective as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON_____, 2008.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P

By:_____
Stephen L. Crain

Date:_____

COUNTY OF HIDALGO, TEXAS

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

Date: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Date: _____

Consultant:

By:_____

Printed Name:_____

Title:_____

Date:_____

DRAFT

APPENDIX "A"
CONSULTANT SERVICES

Hidalgo County is seeking sealed proposals with qualifications from qualified consultants to provide certain services related to research, analysis, strategic planning, meeting facilitation, and plan writing in support of the preparation of Hidalgo County's Comprehensive Economic Development Plan. The Hidalgo County Purchasing Department will receive sealed proposals with qualifications as specified herein. Sealed proposals with qualifications will be accepted until **9:30 A.M., Wednesday, November 05 , 2008. ANY RFP/Q RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP/Q NO: 2008-409-11-05-VYG

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

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

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.
The following outlines the Request For Proposal/Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that "Request For Proposal/Qualifications" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

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

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN Wednesday, October 29, 2008 at 5:00 P.M. at (956) 318-2699, and/or **BY EMAIL AT:** sofia.hernandez@hidalgocountyjudge.com. Responses will be sent to all applicants via facsimile by Friday, October 31, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the

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

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

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP/Q must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

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

SUBMITTER DEFAULT:

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

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

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

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

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

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

TERM OF CONTRACT:
It is intended that the term of the contract will be through June 30, 2009, unless otherwise extended through Hidalgo County's option to extend/renew for one (1) year, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications. **(if applicable)**

SECTION II - PURPOSE

As a result of a grant from the U.S. Department of Commerce's Economic Development Administration (EDA), Hidalgo County is working in collaboration with the economic development organizations within the county to create a countywide Comprehensive Economic Development Strategy (CEDS) to prepare the county to compete and succeed in a regional and global economy. This Request for Proposals (RFP) is seeking qualified consultants for the provision of strategic planning services inclusive of research, analysis, strategy development, group process facilitation, and plan writing activities. Information to be collected/produced, studied and reported includes cataloguing and analyzing regional assets, and effective strategies

and outreach for economic and workforce development transformation. The planning process requires (also *see* 13 C.F.R. § 303.6, paragraphs A.1 and A.2):

- Consultation with public officials, community leaders, representatives of economic and workforce development organizations and institutions of higher education, minority and labor groups, business associations, and private individuals;
- Conducting public forums to elicit public/private input;
- Researching and analyzing the current economic development situation of the region including a discussion of the population, geography, workforce, transportation, resources, environment, and other relevant information;
- Conducting SWOT analysis and resource mapping activities; and,
- Identifying strategies and resources for plan implementation.

The results of these efforts will be utilized to prepare a strategic plan that:

- Establishes and articulates a vision for economic and workforce development in the county and region;
- Embraces the principles of entrepreneurship, enhances regional clusters, and leverages technology innovators and local universities to the private sector;
- Includes clear and measureable goals and objectives;
- Outlines a plan of action with clear steps and strategies for achieving goals and objectives; and,
- Identifies potential resources/funding to support implementation of the plan.

SECTION III – BACKGROUND

Hidalgo County has received a U.S. Department of Commerce/Economic Development Administration (EDA) grant to conduct strategic planning activities for the purpose of developing a countywide Comprehensive Economic Development Strategy. The role of the county is to work through a Strategy Committee of stakeholders identified by the county, serve as the convener of stakeholders during the planning process and oversee the implementation of grant activities consistent with the criteria set forth in the proposal as approved by EDA.

SECTION IV - RFP REQUIREMENTS

REQUEST FOR PROPOSAL/QUALIFICATION:
The required contents and limitations for the preparation of the RFP/Q are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP/Q. A total of **one (1) original and seven (7) copies** of the RFP/Q shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFP/Q are presented below in the order they should be incorporated into the submitted document.

PROPOSAL NARRATIVE:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 5 pages in length.

Respondents must submit a written description of services that briefly describes the services to be provided specific to the requirements of this proposal. The written narrative, at minimum, must include the following information:

1. Demonstrated knowledge of the tasks required to meet the requirements of this proposal and the skills, abilities and talent necessary to successfully complete the tasks outlined in the Scope of Services.

    - Please include specifics and price required for your organization to complete this project. Additionally, please specify any cost associating with the mapping of physical assets using GIS software.

    - Provide the names, education and work experience of the key personnel that will be assigned to this project along with a description of their most recent work in similar projects. There is a one (1) page limitation for each biographic summary provided.

2. Demonstrated ability to perform the tasks required in this proposal, including prior experience in working on same/similar projects. Please attach references to the narrative response, which include the names, physical and electronic addresses, and telephone numbers of a minimum of three (3) clients for whom the respondent has conducted similar services. These references may be contacted.

3. Demonstrated knowledge of the time requirements for completion of all work required in the Scope of Services. The narrative must include specific details on the how the respondent will meet the timing requirements for this project and include a work plan with a brief description of each deliverable and its anticipated start and completion date.

4. Please provide contact information for the primary contact, including name, physical and electronic addresses, telephone number, and email address.

    FOR ADDITIONAL SPECIFICATIONS AND REQUIREMENTS-PLEASE REFER TO "SCOPE OF SERVICES" SECTION.

TIMING:

Ideally, this project will begin by mid October, with phased deliverables to be negotiated with the successful bidder. **The final product should be completed no later than June 15, 2009**. Your proposal should include an estimate of the timing to start and complete each element or deliverable. It is anticipated that, subsequent to awarding the project, specific approaches, requirements, and due dates will be worked out and included in the contract with the selected consultant.

FIRM QUALIFICATIONS:

Individuals and organizations, whether for-profit or not-for-profit, having the appropriate experience and specific expertise necessary to carry out the duties and responsibilities outlined in the "Scope of Services" below. All proposers must have demonstrated experience in the area of asset mapping and strategic planning to be eligible for consideration. Hidalgo County reserves the right to check all references furnished and consider the responses received in evaluating the proposals.

SCOPE OF SERVICES:

Hidalgo County is interested in strengthening its competitive position within state, national and global markets. Accordingly, the County is requesting proposals with qualifications from experienced, qualified consultants to prepare the following in accordance with applicable requirements from the U.S. Department of Commerce/Economic Development Administration grant award for creating a Comprehensive Economic Development Strategy. The successful respondent will be required to complete the following tasks/activities:

Asset Mapping: In order to strengthen the county's competitive position within state, national and global markets, it is important to start by mapping the area's asset base. The purpose of the Asset Map is will be to provide the County's leadership with an understanding of the area's asset base – human, financial, institutional, and natural among others; identify "gap" areas that require further investment; and provide a baseline for launching the strategic planning process and by which to measure future progress toward regional prosperity. The asset map should follow the framework set forth in "*Asset Mapping Roadmap: A Guide to Assessing Regional Development Resources*" developed by the Council on Competitiveness. The document can be found at http://www.compete.org/images/uploads/File/PDF%20Files/Illuminate_regional_Aug2007.pdf.

Additionally, the selected consultant should make every effort to (a) avoid duplicating any current asset mapping activities underway in the region such as those of the Workforce Innovation in Regional Economic Development (WIRED) initiative; and (b) add value to current or recent asset mapping activities (i.e., *Texas in Focus: South Texas* - http://www.cpa.state.tx.us/specialrpt/tif/southtexas/pdf/SouthTexasFullReport.pdf).

This request includes a full-level asset mapping process as follows

- Identification and cataloging of all major assets relevant to countywide and regional development.
- Basic evaluation of the strengths and weaknesses of all major assets and identification of gaps and redundancies in order to determine areas that require further investment.
- A comprehensive assessment to capture current and future utilization of assets, challenges and barriers to utilization, and the need for increased asset creation and investment. This component of the asset mapping process should specifically focus on the health care industry.

Strategic Planning: The asset mapping findings will be used to launch the strategic planning process. The purpose of the strategic planning process is to provide the County's leadership with a strategy for improving its overall competitive position. The consultant will assist the Strategy Committee and Hidalgo County economic development staff in preparing a five-year CEDS for Hidalgo County that complies with the requirements of 13 CFR § 303.7 (Code of Federal Regulations). This request includes the provision of strategic planning services inclusive of research, analysis, strategy development, group process facilitation, and plan writing activities.

The consultant will be required to submit a draft of both the Asset Map and Strategic Plan for review and comment before submitting the final document. An electronic copy of the final document is required.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires **one (1) original submittal and seven (7) copies**.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer is to provide a fee proposal with qualifications based on the scope of work and services.

SECTION V: SELECTION AND SCHEDULES

EVALUATION SYSTEM:

Proposals/Qualifications will be graded on a point system with emphasis on ability to service the County and experience in providing the required services.

The evaluation consists of a 100-point scoring system, weighted as follows:

NARRATIVE	**15 POINTS**
BUDEGET & COST EFFECTIVENESS	**15 POINTS**
PRIOR EXPERIENCE	**30 POINTS**
PROPOSER'S QUALIFICATIONS	**20 POINTS**
ABILITY TO MEET TIMING REQUIREMENTS	**20 POINTS**

At the sole discretion of Commissioner's Court, a presentation may be requested from the participating firms that have scored at least 80 points in order to complete and finalize the ranking.

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

PROPOSAL WITH QUALIFICATION SUBMITTED TO: An original and seven (7) copies of RFP/Qs should be submitted to:

US Postal Mail address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy. 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFP/Qs must be submitted by **no later than 9:30 a.m. on Wednesday, November 05, 2008.**
Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP/Q.

TERMS AND CONDITIONS

- This RFP does not commit Hidalgo County to award a contract.
- Hidalgo County will not pay any costs incurred by the respondent in the preparation of this proposal.
- Hidalgo County may accept or reject any or all proposals received as a result of this RFP, or cancel in part or in its entirety this RFP if it is in the best interest of Hidalgo County to do so.

- Hidalgo County may request additional information or a personal interview in support of the written proposals.
- Hidalgo County may award a contract under this RFP without discussion with the respondent. Therefore, proposals should be submitted on the most favorable terms from both the technical and cost standpoint.
- Hidalgo County reserves the right not to fund the respondent with either the lowest cost or the highest score on the proposal.
- Hidalgo County may require the selected respondent to participate in negotiations and submit price, technical or other revisions to the proposal as a result of the negotiations.
- The contract award is subject to the availability of Federal funds and the execution of a contract acceptable to both the selected respondent and Hidalgo County.
- Hidalgo County reserves the right to reject the proposal of any respondent based on any misrepresentation.

APPENDIX "B"
CONSULTANT FEE

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Michael Uhrbrock, Assoc. Dir. For Economic Development
University Of Texas-Pan American (U.T.P.A.)

From: Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

Date: February 4, 2009

Re: Request of "Best and Final Offer" For
RFP/Q NO: 2008-409-11-05-VYG-Hidalgo County Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County

Let this serve as a notice of Hidalgo County Commissioners' Court action taken on February 3, 2009 approval of the grading committee's evaluation for the number one ranked participant and authority to negotiate for a Best and Final Offer with The University Of Texas Pan American (U.T.P.A.).

Pursuant to the presentation meeting that was held on Friday, January 23, 2009, at this time, Hidalgo County is requesting for The University Of Texas-Pan American to consider and submit a "Best And Final Offer" for the above-referenced project.

We request that you please sign and remit acknowledgement/best and final offer via facsimile @ (956) 318-2629 or email: evangelina.garcia@co.hidalgo.tx.us . Please submit your "Best And Final Offer" within today, in order for me to add as an attachment to the agenda for the following court date of Tuesday, February 10, 2009. I will also require for you to submit insurance certificate(s) as requested in Exhibit C of the RFP in order to complete the finalization of the contract.

If you have any questions, please call me at (956) 290-7000-4856. Thank you.

Best And Final Offer: $157,644 plus reimbursable expenses for travel, telephone, and Internet

Signed: _____ Date: 2/23/09

Printed Name: James R. Langabeer

Title: Vice-President for Business Affairs

EXHIBIT "C"
INSURANCE DOCUMENTATION

UTPA
THE UNIVERSITY OF TEXAS - PAN AMERICAN
Environmental Health and Safety

SUMMARY STATEMENT OF INSURANCE RISKS FOR
THE UNIVERSITY OF TEXAS SYSTEM
The University of Texas – Pan American
Summary Statement of Insurance

FRP/Q: 2008-409-11-05-VYG-Hidalgo County Professional Consultant Services For Asset
Mapping and Strategic Planning To Guide Economic Development in Hidalgo County

General Liability

It is the stated policy of the State of Texas not to acquire commercial general liability insurance for torts committed by employees of the state who are acting within the scope of their employment. Rather, Chapter 101 of the Civil Practice and Remedies Code states 'that a governmental unit in the state is liable for property damage, personal injury and death proximately caused by the wrongful act or omission or negligence of an employee acting within his scope of employment...' Liability of the state government under this chapter is limited to money damages in a maximum amount of $250,000 for each person and $500,000 for each single occurrence for bodily injury or death and $100,000 for each single occurrence for injury to or destruction of property.

Workers' Compensation

Employees of the University of Texas System are provided Workers' Compensation coverage under a self-insuring, self-managed program as authorized by the Texas Labor Code, Chapter 503.

Richard Costello, DrPH
Director – Environmental Health and Safety
(956) 381-3690 (956) 381-2699 (fax)

Insurance Requirement Acknowledgment

I, James R. Langabeer, authorized representative for UTPA,
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.

_____ 11/11/08
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, James R. Langabeer, 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.

James R Langabeer
Authorized Signature

11/14/08
Date

The University of Texas-Pan American
Company

1201 W. University Dr.
Address

Edinburg, Texas 78539
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST FORM

(CIQ)

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.**

James R. Langabeer

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.**

J.D. Salinas, Hidalgo County Judge

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.

Profession business relationship

4

Signature of person doing business with the governmental entity

11/14/08

Date

Adopted 06/29/2007

EXHIBIT "E"

PROPOSER'S AFFIDAVIT FORM

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, James R. Langabeer, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: James R. Langabeer Vice President for Business Affairs

Subscribed and sworn to before me this 11th day of Nov, 2008.

Elizabeth A. Salinas

Notary Public

My commission expires: 02-13-2012, 2008.

ELIZABETH ANN SALINAS
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
02-13-2012

APPLICATION FORM

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: UTPA **Telephone No.** (956) 381-2100

dba Name: The University of Texas-Pan American

Legal Name: The University of Texas-Pan American

Mailing Address : 1201 W. University **Fax No.** (956) 381-2150

Physical Address: 1201 W. University

City, State, Zip Edinburg, TX 78539 **Tax I.D. No.** 74740032K (State Exempt No.)

Remit to Address : **City, State, Zip**

E-Mail Address: president@utpa.edu

Representative(s) Name(s) & Title(s) Dr. Blandina Cardinas, President

Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit ____ LLC ____ Sole Proprietor ____ Other, Specify University

State Identification No. 74740032K **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No. 74-6002942

State of Incorporation: _____ **Date:** _____ **Other:** _____

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker ____ Distributor ____ Service Organization ____ Other, Specify University

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
James R. Langabeer, Vice President for Business Affairs

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☒ No

Indicate Certification No.(s): NA **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: NA

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 NA

Indicate Certification No(s).: NA 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: _____

W-9 FORM

Form **W-9**
(Rev. January 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)
The University of Texas-Pan American

Business name, if different from above
The University of Texas-Pan American

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☒ Other ▶ University ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
1201 W. University Dr.

Requester's name and address (optional)

City, state, and ZIP code
Edinburg, TX 78539

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
7 1 4 6 0 0 2 9 4 2

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 ▶ [signature] Date ▶ 11/11/08

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.

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.

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.

DEBARMENT FORM

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default.

Signature: _____

Print Name: _____

Title: VP for Business Affairs

Telephone Number: (956) 381-2121

Date: 1/11/08

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

B. Pct. #4 Constable:(Project #09-121-OGG)
One (1) New 2009 F150 PU 4x4; in the amount not to exceed $34,990.00
One (1) New 2009 F150 PU 4x4; in the amount not to exceed $36,335.00
Combined total: $ 164.943.00
Buyboard Fee: $ 400.00
Total amount: $ 165,343.00

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval on items A & B.

10. **Requesting discussion, consideration and approval to purchase (6) Six New 2009 Chevrolet Tahoe PPV through the County's membership/participation with HGAC (Houston-Galveston) awarded vendor Caldwell Country Chevrolet (Contract #VE03-06) for Pct. #3 and Pct. #4 Constables:**

A. Pct. #3 Constables: (Project #09-11 9-OGG)
Four (4) New 2009 Tahoe PPV in the amount not to exceed $143,084.00

B. Pct. #4 Constables: (Project #09-120-OGG)
Two (2) New 2009 Tahoe PPV in the amount not to exceed $81,812.00
Combined Total: $ 224,896.00
H-GAG Fee's: $ 600.00
Total Amount $ 225,496.00

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval on items A & B.

B. County Judge's Office

1. **Presentation for discussion, consideration, acceptance and approval of the final negotiated contract which includes a "Best And Final Offer" (BAFO) with University Of Texas Pan American (U.T.P.A.) for RFP NO: 2008-409-11-05-VYG-Hidalgo County Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development. (C-08-409-02-24)**

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

C. Pct. 1

1. **Recommending bid award to the sole bidder meeting all specifications and approval of contract for the request for bids "Landfill Access for Precinct No. 1.**

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

AI-13791 **23.B.1.**

Hidalgo County Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development

CC REGULAR

Date: 02/24/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** County Judge's Office

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of the final negotiated contract which includes a "Best And Final Offer" (BAFO) with University Of Texas Pan American (U.T.P.A.) for RFP NO: 2008-409-11-05-VYG-Hidalgo County Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 1297-465-20-110-070-9-311
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: Contract Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	02/04/2009 08:00 AM	CREATED
1	Purchasing Department	Marty Salazar	02/20/2009 12:04 PM	APRV
2	Budget & Management	Veronica Lopez	02/20/2009 01:28 PM	APRV
3	Roland Garcia			NEW
4	Auditor's Office			

Form Started By: Vangie Garcia Started On: 02/04/2009 08:00 AM

AI-16010 **9.N.**

Demonstration Program Primary/Specialty Health Care Services And/Or Targeted Case Management Services

CC CONSENT

Date:	06/22/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval for Hidalgo County to accept the "revised" budget request from the following clinics, which does not exceed the original awarded amount (Commissioners Court-04/07/08) for: Demonstration Program Primary/Specialty Health Care Services And/Or Targeted Case Management with "Nuestra Clinica Del Valle-C-07-402B-03-25" and "Physicians' Educational Foundation-07-402-03-25".

BACKGROUND

The approved revised budget does not change, their only changes were within their line items as submitted in their "revised" budget report.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-444-00-340-03X-0-843

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

BUDGETARY IMPACT:

No budgetary impact. It is only for approval of the revised budget request as submitted by requester.
Program 036 available balance as of 6-18-09 $125,963.34
Program 038 available balance as of 6-18-09 $112,670.48

Attachments

Link: Revised request with Nuestra Clinica

Link: Revised Request With Physicians' Educational

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/16/2009 03:06 PM	APRV
2	Budget & Management	Veronica Lopez	06/16/2009 03:31 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/18/2009 08:20 AM	APRV
4	Auditor's Office	Angela Garcia	06/18/2009 04:55 PM	APRV

Form Started By: Vangie Garcia Started On: 06/15/2009 01:41 PM

Final Approval Date: 06/18/2009

Evangelina Garcia

From: Mike Escaname [mike.escaname@auditor.co.hidalgo.tx.us]
Sent: Monday, June 15, 2009 11:40 AM
To: Evangelina Garcia
Cc: 'Becky Luna'; dairen.sarmiento@hchd.org
Subject: FW: revised budget - nuestra clinica del valle 6-15-09
Attachments: ncdv budget.pdf

Vangie,

As per Dairen, can you place on next CC agenda.

(we're wrapping up this program since today is the 60th day after the end of the grant period).

Reimbursement requests submitted by no later than the 60th day, (June 15th), would meet the time-line requirement.

Let me or Dairen know if you have any questions.

Thanks,

Mike E.

From: Dairen Sarmiento [mailto:dairen.sarmiento@hchd.org]
Sent: Monday, June 15, 2009 11:31 AM
To: mike.escaname@auditor.co.hidalgo.tx.us
Subject: revised budget - nuestra clinica del valle 6-15-09

Please place on next cc agenda. Thanks.

Dairen Sarmiento, Human Services Director
County Indigent Health Care Program
(956) 318-2011 extension 424
(956) 318-2019 fax

Requested Revised WIN Budget

Budget Category	Current budget	Revised Budget
Diagnostic mammograms	$46,000.00	**$64,331.00**
Breast Ultrasound	$29,300.00	**$17,571.00**
Ultrasound with Aspiration	$13,536.00	**$18,040.00**
Surgeon & Treatment	$20,000.00	**$20,000.00**
Radiation/Chemotherapy extended care	$25,000.00	**$20,611.38**
Primary care appointments	$31,500.00	**$39,780.00**
Promotora Case Management	$52,283.00	**$37,285.62**
TOTAL Direct Costs	**$217,619.00**	**$217,619.00**

Justification.

The budget revision is to allow the project to reallocate funds in the areas most needed

Revr Request-9/24/09

Budget Request.

The purpose of the budget revision request is to utilize remaining funds for procedures listed and to change the amounts in each budget category. The budget below reallocates funds to spend the money for patients needing diagnostic mammograms and primary care appointments.

Requested Revised WIN Budget

Budget Category	**Approved budget**	**Revised Budget**
Diagnostic mammograms	$40,600.00	**$46,000.00**
Breast Ultrasound	$47,800.00	**$29,300.00**
Ultrasound with Aspiration	$13,636.00	**$13,636.00**
Surgeon & Treatment	$20,000.00	**$20,000.00**
Radiation/Chemotherapy extended care	$25,000.00	**$25,000.00**
Primary care appointments	$18,300.00	**$31,500.00**
Promotora Case Management	$52,283.00	**$52,283.00**
TOTAL Direct Costs	**$217,619.00**	**$217,619.00**

Justification.

The budget revision is to allow the project to reallocate funds in the areas most needed. Fortunately, the number of women needing additional diagnostic testing or treatment was significantly below that of national statistics—which were used to calculate the initial budget.

Evangelina Garcia

From: Evangelina Garcia [evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, June 15, 2009 2:02 PM
To: 'Mike Escaname'
Subject: RE: REVISED PEF BUDGET

K

From: Mike Escaname [mailto:mike.escaname@auditor.co.hidalgo.tx.us]
Sent: Monday, June 15, 2009 1:36 PM
To: Evangelina Garcia
Cc: dairen.sarmiento@hchd.org; 'Becky Luna'
Subject: FW: REVISED PEF BUDGET

Vangie,

Here's another BA.

Please, also, place on next week's CC agenda.

Let Dairen or me know if you have any questions.

Thanks,

Mike E.

From: Dairen Sarmiento [mailto:dairen.sarmiento@hchd.org]
Sent: Monday, June 15, 2009 1:30 PM
To: mike.escaname@auditor.co.hidalgo.tx.us
Subject: REVISED PEF BUDGET

PLEASE USE THIS BUDGET NOT THE PREVIOUS ONE. THANKS.

Dairen Sarmiento, Human Services Director
County Indigent Health Care Program
(956) 318-2011 extension 424
(956) 318-2019 fax

ATTACHMENT "B"
GRANT FUNDING DISTRIBUTION AND FUNDING/BUDGET SUPPORT

PROGRAM PROJECT: Demonstration Program Primary/Specialty Health Care Services And/Or Targeted Case Management Services
AGENCY: Physicians' Educational Foundation
CONTACT PERSON: Melissa Pena
GRANT FUNDING REQUEST: $187,770.00
AMOUNT APPROVED BY CC: **$163,630.00**

GRANT FUNDING MONTHLY REIMBURSEMENT BASIS EFFECTIVE **April 15, 2008 (Upon full execution by both parties)**

Personnel	Time (FTEs)	Annual Cost	Approved Annual Cost
Clinical:			
Steven M. Stoltz, MD	0.15	$25,000.00	$21,785.00
UTHSCSA Resident	0.15	6,500.00	5,664.00
UTHSCSA Faculty	0.15	11,500.00	10,022.00
Lab/Support Personnel	0.15	1,200.00	8,040.00
Promotoras:			
Bonny Medina	0.25	5,200.00	11,465.00
Ester Carbajal	0.25	5,200.00	11,465.00
Total Personnel		$54,600.00	**$68,441.00**
Travel			**Total Estimation on Miles**
Local Mileage	.485 Cents Per Mile (estimated Travel Mileage – 1,680 Miles)		**2,963.00**
Other Direct Cost			
Exam Costs			
Health Maintenance Exam		40,000.00	22,517.00
Height, Weight, Blood Pressure, and BMI		-0-	-0-
Clinical Breast Exam		-0-	-0-
Pelvic Exam With Pap Smear		18,000.00	21,520.00
Chlamydia and Gonorrhea Screen		6,440.00	3,684.00
Fecal Occult Blood Testing		9,360.00	1,440.00
Osteoporosis Test		-0-	-0-
Prostate Cancer Test		-0-	-0-
Depression Screen		-0-	-0-
Lipid Panel		11,480.00	9,648.00
Diabetes Screen w/A1c		6,000.00	11,060.00
TSH Screen		760.00	608.00
Get up and Go Test		-0-	-0-
HIV Testing		1,110.00	550.00
Comprehensive Metabolic Profile		4,305.00	1,659.00
Follow-up Visit		25,800.00	11,971.00
Total Exams Costs		$123,655.00	**$ 84,657.00**
Evaluation Services		8,700.00	7,569.00
Total Direct Costs		$187,770.00	**$163,630.00**

New Request

Rev. 06/11/09

ATTACHMENT "B"
GRANT FUNDING DISTRIBUTION AND FUNDING/BUDGET SUPPORT

PROGRAM PROJECT: Demonstration Program Primary/Specialty Health Care Services And/Or Targeted Case Management Services
AGENCY: Physicians' Educational Foundation
CONTACT PERSON: Melissa Pena
GRANT FUNDING REQUEST: $187,770.00
AMOUNT APPROVED BY CC: **$163,630.00**

GRANT FUNDING MONTHLY REIMBURSEMENT BASIS EFFECTIVE **April 15, 2008 (Upon full execution by both parties)**

Personnel	Time (FTEs)	Annual Cost	Approved Annual Cost
Clinical:			
Steven M. Stoltz, MD	0.15	$25,000.00	$21,785.00
UTHSCSA Resident	0.15	6,500.00	5,664.00
UTHSCSA Faculty	0.15	11,500.00	10,022.00
Lab/Support Personnel	0.15	1,200.00	1,193.00
Promotoras:			
Bonny Medina	0.25	5,200.00	4,675.00
Ester Carbajal	0.25	5,200.00	4,675.00
Total Personnel		$54,600.00	**$48,014.00**
Travel		**Total Estimation on Miles**	
Local Mileage	.485 Cents Per Mile (estimated Travel Mileage – 1,680 Miles)		2,963.00
Other Direct Cost			
Exam Costs			
Health Maintenance Exam		40,000.00	34,800.00
Height, Weight, Blood Pressure, and BMI		-0-	-0-
Clinical Breast Exam		-0-	-0-
Pelvic Exam With Pap Smear		18,000.00	15,660.00
Chlamydia and Gonorrhea Screen		6,440.00	3,455.00
Fecal Occult Blood Testing		9,360.00	8,143.00
Osteoporosis Test		-0-	-0-
Prostate Cancer Test		-0-	-0-
Depression Screen		-0-	-0-
Lipid Panel		11,480.00	9,988.00
Diabetes Screen w/A1c		6,000.00	5,220.00
TSH Screen		760.00	661.00
Get up and Go Test		-0-	-0-
HIV Testing		1,110.00	966.00
Comprehensive Metabolic Profile		4,305.00	3,745.00
Follow-up Visit		25,800.00	22,446.00
Total Exam Costs		$123,655.00	**$105,084.00**
Evaluation Services		8,700.00	7,569.00
Total Direct Costs		$187,770.00	**$163,630.00**

REVISED Request - 5/26/09

AI-16009 **9.O.**

Application for Payment #1 Dimas #1 Pct. No. 1

CC CONSENT

Date:	06/22/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Presentation for approval of Application for Payment No. 1 in the amount of $27,418.23 from Valley Paving, Inc. contracted vendor for Dimas #1 Subdivision submitted by TEDSI Infrastructure Group. C-CAP-08-033-03-31

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1311-431-00-121-865-1-731/733

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

BUDGETARY IMPACT:

P.O.# 621821 for Valley Paving, Inc. in relation to Dimas #1 BCAP project.
Amount available as of 6-17-09 in obj. 731 $43,575.25
Amount available as of 6-17-09 in obj. 733 $14,655.05

Attachments

Link: Application for Payment No.1 Dimas No.1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	06/17/2009 09:24 AM	APRV
2	Purchasing Department	Marty Salazar	06/17/2009 11:29 AM	APRV
3	Budget & Management	Veronica Lopez	06/17/2009 11:46 AM	APRV
4	Ivan Cantu	Ivan Cantu	06/17/2009 12:57 PM	APRV
5	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Marcie Jackson Started On: 06/15/2009 01:31 PM

Final Approval Date: 06/18/2009

APPLICATION FOR PAYMENT NO. 1

To: Hidalgo County (OWNER)

From: VALLEY PAVING, INC. (CONTRACTOR)

Contract: COLONIA ACCESS PROGRAM

Project: "ROAD &DRAINAGE CONSTRUCTION FOR DIMAS #1 SUBDIVISION"

OWNER's Contract No. CAP-08-033-3-31 ENGINEER's Project No. 2C-1080-865

For Work accomplished through the date of: 05-29-2009 .

1.	Original Contract Price:		$ 58,230.30
2.	Net change by Change Orders and Written Amendments (+ or -):		$ 0.00
3.	Current Contract Price (1 plus 2):		$ 58,230.30
4.	Total completed and stored to date:		$ 30,464.70
5.	Retainage (per Agreement):		
	10 % of completed Work:	$ 3,046.47	
	% of stored material:	$ 0.00	
	Total Retainage:		$ 3,046.47
6.	Total completed and stored to date less retainage (4 minus 5):		$ 27,418.23
7.	Less previous Application for Payments:		$ 0.00
8.	DUE THIS APPLICATION (6 MINUS 7):		$ 27,418.23

Accompanying Documentation:

REQ# 154070
P.O.# 621821

9-1311-431-00-122-865-1-731→$25,144.70<-2,514.47>
= $22,630.23
9-1311-431-00-122-865-1-733→$5,320.00<-532.00>
= $4,788.00

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 1 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 June 4, 2009

VALLEY PAVING, INC.
CONTRACTOR

By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 4th day of June, 2009

ROSALINDA TREVINO
MY COMMISSION EXPIRES
February 23, 2011

Rosalinda Trevino
Notary Public
My Commission expires: 02-23-11

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 06/08/2009

TEDSI Infrastructure Group
ENGINEER

By: _____

INVOICE RECEIVED BY: _____ ON 6/10/09
GOODS/SERVICES RECEIVED BY: _____ ON 6/10/09

Valley Paving, Inc Contractor Name
04-06-2009 Starting Date
08-03-2009 Project Ending Date
10% Retainage Percent

Application No. 1
Application Date: 06-08-2009
Period To: 05-29-2009
Engineer Firm: TEDSI Infrastructure Group

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
2C-1080-865	Dimas #1	$58,230.30	$0.00	$30,464.70				$30,464.70	$27,765.60	$3,046.47	$27,418.23	$30,464.70	$27,418.23

Prepared and Checked By:

Signature: [signature]

Printed Name: Jose A. Sanchez

Date: 06/08/2009

Estimate Quantity Update Worksheet

Date: June 8, 2009

Colonia: Dimas # 1 Subdivision
Roadway: Martinez Ave
Control: 2C-1080-865
Project No: CAP-08-033-03-31
County: Hidalgo County Precinct No.1
Est. No: 1

Contractor: Valley Paving, Inc
Contract Price: $58,230.30
Work Done this Mo.: $30,464.70
% Complete: 52.32%

Date Began: April 6, 2009
Contract Time: 120
Time Charged: 42
% Time Used: 35.00%

Work Type: Paving and Drainage
Limits:
From:
To:

						RFP 01		
						04-06-2009 thru 05-29-2009		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE							
	(902) PRELIMINARY ENGINEERING							
	(903) CONSTRUCTION ENGINEERING							
	(904) RIGHT-OF-WAY							
	(905) ROADWAY CONSTRUCTION							
100	PREP R.O.W.	STA	8.89	$100.00	$889.00	8.890	8.890	$889.00
134	Backfill (TY B)	STA	8.89	$100.00	$889.00	8.890	8.890	$889.00
247	FL BS (Rdwy Del)(TY D, GR 6, CL 4)	CY	461	$39.70	$18,301.70	461.000	461.000	$18,301.70
310	ASPH MATRL (MC-30)	GAL	494	$4.25	$2,099.50	0.000	0	$0.00
340	ASPH Concrete (TY D)	TON	203	$73.90	$15,001.70	0.000	0	$0.00
500	Mobilization	LS	1	$1,975.00	$1,975.00	1.000	1.000	$1,975.00
502	Barricades, Signs and Traffic Handling	MO	1	$250.00	$250.00	1.000	1.000	$250.00
530	Turnouts (ASPH-CONC-PAV)(PBS-2)	SY	107	$12.05	$1,289.35	0.000	0	$0.00
2500	EN-1 TREATED FLEX BASE	SY	2766	$0.50	$1,383.00	2766.000	2766.000	$1,383.00
2500	EN-1 ROADBOND	GAL	15	$92.20	$1,383.00	15.000	15.000	$1,383.00
5249	Temporary Sediment Control Fence	LF	40	$1.85	$74.00	40.000	40.000	$74.00
5249	Temporary Sediment Control Fence (Remove)	LF	40	$1.00	$40.00	0.000	0	$0.00
	(906) DRAINAGE							
530	Driveways (CONC.)(4")	SY	171	$35.55	$6,079.05	0.000	0	$0.00
530	Driveways (ASPH-CONC-PAV)(PB-1)	SY	296	$11.00	$3,256.00	0.00	0	$0.00
556	15" Corrugated ADS Pipe	LF	380	$14.00	$5,320.00	380.000	380.000	$5,320.00

Monthly Totals:	$30,464.70
ADMINISTRATIVE (901)	
PRELIMINARY ENGINEERING (902)	
CONSTRUCTION ENGINEERING (903)	
RIGHT-OF-WAY (904)	
Roadway (903):	$25,144.70
Drainage (904):	$5,320.00

Total to Date

Roadway (903): $25,144.70
Drainage (904): $5,320.00
Total $30,464.70

Prepared and Checked By:

Signature:

Printed Name: Jose A. Sanchez

Date: 06/08/2009

AI-16095 **9.P.**

Invoice Payment No: 11322924-L & G Consulting Engineers

CC CONSENT

Date:	06/22/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance and approval of request for payment of Inv. 11322924 for $141,100.00 submitted by L & G Consulting Engineers, Inc. in connection with contract #C-08-417-12-09-PO #617489 for "Professional Engineering Services" for "FM 493 from US 281 (Military Highway) to Business 83".

BACKGROUND

Please see "Interlocal" with Hidalgo County and City Of Donna in connection with this project.

Fiscal Impact

FISCAL YEAR:	2009	ACCT. #:	9-1339-431-00-121-053-0-841
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	

BUDGETARY IMPACT:

PO #617489-Amount available as of 6-18-09 $1,144,000.00 for L & G Consulting Engineers, Inc. in relation to the Pct. 1 FM 493 (US 281-Bus. 83) drainage improvement project.

Attachments

Link: Invoice Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/18/2009 01:26 PM	APRV
2	Budget & Management	Veronica Lopez	06/18/2009 01:31 PM	APRV
3	Ivan Cantu	Ivan Cantu	06/18/2009 02:01 PM	APRV
4	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Vangie Garcia — Started On: 06/18/2009 09:26 AM

Final Approval Date: 06/18/2009

SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1

(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596

FAX COVERSHEET

To: Purchasing Dept. **From:** Noe Montez

Attn: vangie

Fax: **Pages:** 5

Phone: **Date:** 2/18/09

Re: **CC:**

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments**

Please arrange to place the following invoice #11322924 on the next CC for approval for payment. This is on C-08-417-12-09 /PO #617489

Thanks

Noe Montez

NOTICE OF CONFIDENTIALITY

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THIS MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11322924
INVOICE DATE: 02/13/09

BILL TO: 34
Hidalgo County Pct. #1
902 Joe Stephens
Weslaco, TX 78596

JOB: 090201
FM 493 South
PO# 617489

C-08-417-12-09

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
11006-Design Schem	254,000.00		76,200.00	76,200.00	30.0	177,800.00
12001-EA Reports	60,000.00				0.0	60,000.00
12002-Pub Involvment	10,000.00				0.0	10,000.00
12040-Cul Resc/Sub	20,000.00				0.0	20,000.00
13002-Owner Data/Cor	35,000.00		10,500.00	10,500.00	30.0	24,500.00
15011-Field Sur/Sub	150,000.00				0.0	150,000.00
16001-Rowy Dsgn	401,000.00		40,100.00	40,100.00	10.0	360,900.00
16104-Outfall Design	67,000.00		6,700.00	6,700.00	10.0	60,300.00
16260-Signal War/Sub	15,000.00				0.0	15,000.00
16302-Traf Cntrl Pln	30,000.00				0.0	30,000.00
16304-Irrigation	32,000.00		1,600.00	1,600.00	5.0	30,400.00
16306-Qty Specs	30,000.00				0.0	30,000.00
16307-Utilities	40,000.00		6,000.00	6,000.00	15.0	34,000.00
TOTALS:	1,144,000.00	0.00	141,100.00	141,100.00	12.3	1,002,900.00

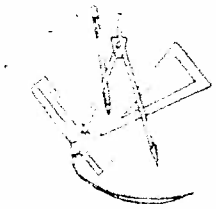
ORIGINAL CONTRACT SUM	$	1,144,000.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,144,000.00
TOTAL COMPLETED TO DATE	$	141,100.00
LESS PREVIOUS INVOICES	$	0.00
CURRENT PAYMENT DUE	$	141,100.00

PROJECT MANAGER'S SIGNATURE

N/A

9-1201-431-00-121-053-0-841
PO 617489

INVOICE RECEIVED BY
Noe Hinojosa on 2/13/09
GOODS/SERVICES RECEIVED BY:
Noe Hinojosa on 2/13/09



L&G Engineering

Transportation Consultants

February 13, 2009

Hon. Sylvia Handy
Hidalgo County Commissioner, Pct. #1
1902 Joe Stevens
Weslaco, Tx 78596

RE: FM 493 South

Dear Commissioner Handy:

Attached for your approval is our invoice for services rendered through February 13, 2009. The following is attached:

- L & G's Invoice
- Sub-consultant Invoice (when applicable)
- Exhibit C "Project Schedule"
-

TASK		% COMPL
FC 11006 – DESIGN SCHEMATICS		
We are nearing completion of a 120 ft. ROW and 100 Ft. ROW best fit option schematic. We have developed typical sections, a hydrologic map, and a constraints map. We have begun a project matrix identifying ROW requiring relocation and environmental constraints for the 120 ft. and 100 ft. option.	L&G	30%
FC 12001 – EA REPORTS		
This task has not begun.	L&G	0%
FC 12002 – PUBLIC INVOLVEMENT		
This task has not begun	L&G	0%
FC 12040 – CULTURAL RESOURCES		
This task has not begun.	L&G	0%
FC 13002 – OWNERSHIP DATA COLLECTION		
We have identified land owners along the proposed 120' and 100' options.	L&G	30%
FC 15011 – SURVEY PLANS AND DESIGN/SUB		
This task has not begun.	RODS	0%
FC 16001 – ROADWAY DESIGN		
We have established a 120 ft. and 100 ft. best fit alignment and have established the existing centerline based on old plans and appraisal district data.	L&G	10%
FC 16104 – OUTFALL DESIGN		
We have identified potential outfalls and we determined their viability.	L&G	10%
FC 16260 –SIGNAL WARRANTS/SUB		
This task has not begun.		0%
FC 16302 – TRAFFIC CONTROL PLAN		
This task has not begun.	L&G	0%

2100 W. Expressway 83 • Mercedes, TX 78570 • (956) 565-9813 • Fax (956) 565-9018 • jacinto@lgengineers.com

FC 16304 – IRRIGATION		
We have identified existing irrigation lines and included them in the schematic.	L&G	5%
FC 16306 – QUANTITIES & SPECS		
This task has not begun.	L&G	0%
FC 16307 – UTILITIES		
Surface utilities have been identified and initial letters have been sent to all utilities. We have begun receiving comments back from utility companies. We have met with and continue to coordinate with the City of Donna.	L&G	15%

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 565-9813.

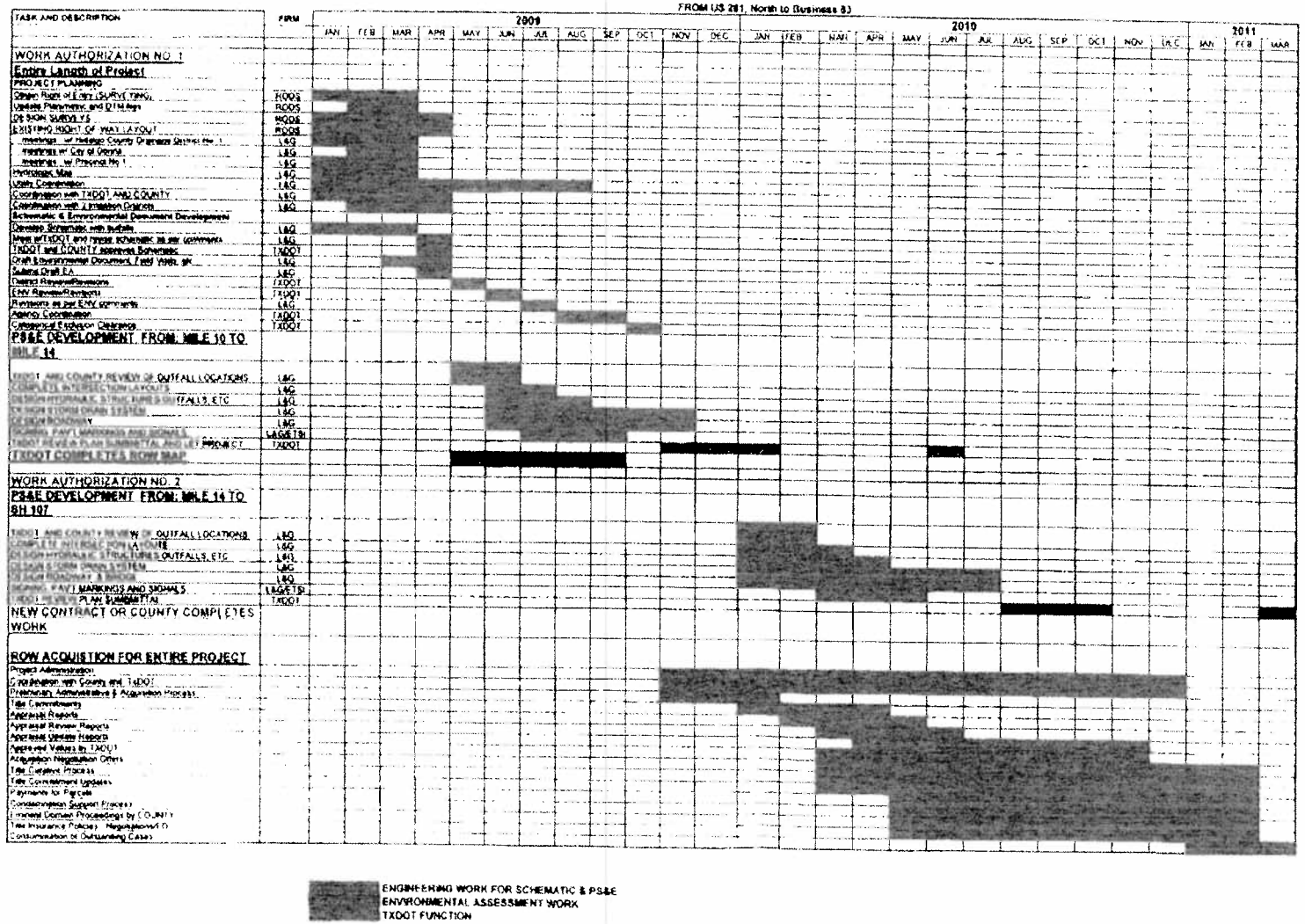
Sincerely,

Armando L. Sandoval, P.E.
Project Manager

Attachment

5/5 02-18-2009 4 p.m. PCT 1 9569737804

ATTACHMENT C
WORK SCHEDULE
FM 493
FROM US 281, North to Business 83



STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF DONNA, TEXAS

THIS agreement is made on this the 8TH day of JUNE, by and between the **CITY OF DONNA, TEXAS,** hereinafter referred to as the **City** and the **COUNTY OF HIDALGO, Texas** hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, the County is a county in the State of Texas;

WHEREAS, the Texas Department of Transportation (TxDOT) has deemed it necessary to make certain highway improvements to Farm to Market (FM) Road 493, from Champion Street, South to U.S. Highway 281 (the "PROJECT"); a section of which is within the city limits of Donna.

WHEREAS, The City has been designated by TxDOT as eligible entity to receive reimbursement for work related to the Project;

WHEREAS, the County and the City desire to cooperate in the improvements required to complete the Project which will include the acquisition of certain Right-of-Way (ROW);

WHEREAS, by virtue of TxDOT Minute Order 111487 issued on August 28, 2008, TxDOT granted the City a reduction in the required local match for eligible expenses under the Economically Disadvantaged County Program (EDCP);

WHEREAS, the County and City are authorized to enter into this Agreement pursuant to the Inter-local Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

WHEREAS, with the addition of the Donna/Rio Bravo International Bridge and the increase in traffic volumes anticipated, it is imperative that the Project be improved; therefore, the City in coordination with TxDOT have agreed to utilize the $5,000,000.00 in federal funds that were originally designated to construct an overpass at US 281/FM 493 intersection to construct the Project;

WHEREAS, Donna agrees to support the proposition that the County incurs all preliminary engineering costs associated with the development of the Project within the city limits.

NOW, THEREFORE, County and Donna, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The County agrees to undertake the acquisition of right-of-way for the Project within the city limits and ETJ of the City, including but not limited to, required title reports, title policies, appraisals, recording fees, closing costs, a cost of land and condemnation of reimbursement basis.

2. The City agrees that the County receive any and all TxDOT Project funds or payments originally budgeted by TxDOT for the City, to be paid directly to the County as consideration for work performed by the County within the City limits and ETJ for right-of-way acquisition.

3. The City further agrees to reimburse County for any and all expenses not reimbursed directly for right-of-way acquisition including but not limited to the cost of land, title policies, appraisals, recording fees, closing costs, and any necessary legal services, any other associated expenses incurred by County related to acquisition or condemnation of such rights-of-way within the city limits and ETJ of the City.

4. County agrees to invoice the City for all expenses incurred on the City's behalf for the Project for work performed within the city limits and ETJ except for those expenses paid directly by TxDOT to County on the City's behalf and agrees to make such payment to County within thirty (30) days of receipt of invoices. County will not request reimbursement from the City for costs pursuant to Contract No. C-08-417-12-09.

5. TxDOT will coordinate work schedules in order to provide for minimal disruption of traffic and operation during the construction of the Project as described herein.

6. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement Performed by each party.

7. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

8. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding of succeeding breach of the same or any other provision hereof.

9. **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 agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and County, and not otherwise.

10. **TEXAS LAW TO APPLY:** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

11. **Notice:** Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City:	City of Donna Attention: David S. Simmons, Mayor 307 S. 12th Street Donna, Texas 78537
If to County:	Hidalgo County, Texas Attention: J.D. Salinas, Hidalgo County Judge P. O. Box 758 Edinburg, Texas 78540-0758
With copy to:	Sylvia S. Handy, Commissioner, Precinct No. 1 1902 Joe Stephens Ave. Weslaco, Texas 78596

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

12. **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.

13. **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.

14. **Assignment:** This Agreement shall not be assignable.

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

16. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.

17. **Authority to Execute.** The execution and performance of this Agreement by the City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and County in accordance with its terms.

18. **Governmental Purpose.** Each party hereto is entering into the 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.

19. **Commitment or Current Revenues Only.** In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF DONNA

Hon. David S. Simmons, Mayor

ATTEST:

City Secretary

COUNTY OF HIDALGO

Hon. J.D. Salinas, County Judge

ATTEST:

County Clerk

Approved as to Form:

Atlas & Hall, L.L.P.

By: Stephen L. Crain