

AI-16260

6.D.

**Claim of H&V Equipment
CC REGULAR**

Date: 07/07/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Closed Session

Information

CAPTION

Claim of H&V Equipment

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/30/2009 01:32 PM	APRV
2	Auditor's Office		07/02/2009 05:09 PM	NEW

Form Started By: Monica Badillo
Started On: 06/30/2009 10:29 AM
Final Approval Date: 07/02/2009

AI-16272

6.E.

**Claim of AT&T
CC REGULAR**

Date: 07/07/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/30/2009 03:10 PM	APRV
2	Auditor's Office		07/02/2009 05:09 PM	NEW
Form Started By: Aida Alvarez			Started On: 06/30/2009 03:00 PM	
Final Approval Date: 07/02/2009				

AI-16313

6.F.

Claim of Jaime Hernandez

CC REGULAR

Date: 07/07/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of Jaime Hernandez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/01/2009 04:56 PM	APRV
2	Auditor's Office		07/02/2009 05:09 PM	PEND
Form Started By: Aida Alvarez			Started On: 07/01/2009 04:23 PM	
Final Approval Date: 07/02/2009				

AI-16322

6.G.

**C-1781-09-C; Gloria Luz Padilla v. Octavio Castaneda dba O.Castaneda Bail Bonds and J.E. "Eddie" Guerra
CC REGULAR**

Date: 07/07/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Closed Session

Information

CAPTION

C-1781-09-C; Gloria Luz Padilla v. Octavio Castaneda dba O.Castaneda Bail Bonds and J.E. "Eddie" Guerra, Constable

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/02/2009 10:00 AM	APRV
2	Auditor's Office		07/02/2009 05:09 PM	NEW
Form Started By: Monica Badillo			Started On: 07/02/2009 09:26 AM	
Final Approval Date: 07/02/2009				

AI-16264

7.D.

**Claim of H&V Equipment
CC REGULAR**

Date: 07/07/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Open Session

Information

CAPTION

Claim of H&V Equipment

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/30/2009 01:38 PM	APRV
2	Auditor's Office		07/02/2009 05:09 PM	NEW

Form Started By: Monica Badillo
Started On: 06/30/2009 10:57 AM
Final Approval Date: 07/02/2009

AI-16275

7.E.

**Claim of AT&T
CC REGULAR**

Date: 07/07/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/30/2009 03:11 PM	APRV
2	Auditor's Office		07/02/2009 05:09 PM	NEW
Form Started By: Aida Alvarez			Started On: 06/30/2009 03:04 PM	
Final Approval Date: 07/02/2009				

AI-16314

7.F.

**Claim of Jaime Hernandez
CC REGULAR**

Date: 07/07/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of Jaime Hernandez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/01/2009 04:57 PM	APRV
2	Auditor's Office		07/02/2009 05:09 PM	NEW
Form Started By: Aida Alvarez			Started On: 07/01/2009 04:27 PM	
Final Approval Date: 07/02/2009				

AI-16323

7.G.

**C-1781-09-C; Gloria Luz Padilla v. Octavio Castaneda dba O.Castaneda Bail Bonds and J.E. "Eddie" Guerra
CC REGULAR**

Date: 07/07/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Open Session

Information

CAPTION

C-1781-09-C; Gloria Luz Padilla v. Octavio Castaneda dba O.Castaneda Bail Bonds and J.E. "Eddie" Guerra, Constable

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/02/2009 10:03 AM	APRV
2	Auditor's Office		07/02/2009 05:09 PM	NEW
Form Started By: Monica Badillo			Started On: 07/02/2009 09:32 AM	
Final Approval Date: 07/02/2009				

AI-16310

10.B.

**457 Plan Hardship w/d
CC REGULAR**

Date: 07/07/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Approval of 457 Plan Hardship request withdrawal for employee # 127078

BACKGROUND

Fiscal Impact

Attachments

Link: [form](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/02/2009 08:15 AM	APRV
2	Auditor's Office	Arcilia Duran	07/02/2009 02:11 PM	APRV
3	Purchasing Department	Marty Salazar	07/02/2009 03:01 PM	APRV

Form Started By: Monica Badillo
Started On: 07/01/2009 04:15 PM
Final Approval Date: 07/02/2009

pct. 4

SIMPKINS & ASSOCIATES HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name

457 Retirement Plan

(Emp # 127078)

Participant Name

Address

P.O.

Edinburg

Social Security No.

Home Phone No.

SECTION I - Hardship

I understand that this withdrawal is necessary for financial hardship, financial need, and all other reasons under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

- ☒ Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
- ☐ Purchase (excluding mortgage payments) of my principal residence.
- ☐ Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
- ☐ The need to prevent eviction from or mortgage foreclosure on my primary residence.
- ☐ Funeral or burial expenses for my parent, spouse, child or dependent.
- ☐ Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested \$ 100% Year-to-date deferrals

Total amount deferred since you initially joined the plan \$ 100%

Have you ever taken a hardship before? No If so what was the amount taken \$ N/A

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X [Signature] Date 06-26-09

SECTION II - Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X [Signature] Date

SECTION III - Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

AI-16341

10.C.

**Amend 2009 County Budget
CC REGULAR**

Date: 07/07/2009
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Discussion, consideration, and approval to amend the 2009 County Budget and reduce department appropriations (List attached) as per Section 111.0709, Texas Local Government Code.

BACKGROUND

Fiscal Impact

Attachments

Link: [2009 Adjusted Budget Reduction List](#)

Link: [Budget Amendment Form](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/02/2009 03:48 PM	APRV
2	Sylvia Solis	Sylvia Solis	07/02/2009 04:59 PM	APRV
3	Auditor's Office		07/02/2009 05:09 PM	NEW

Form Started By: Erika Zamora
Started On: 07/02/2009 03:35 PM
Final Approval Date: 07/02/2009

HIDALGO COUNTY

Department Of Budget & Management

2009 ADJUSTED BUDGET Total By Department

Acct. Num.	Department Name	2009 Adjusted Budget as of May 31, 2009 Depts. To Adjust	1.5% Adjustment	2009 Available Balance as of June 26, 2009
91100412000010010	92ND DC	378,000.00	5,670.00	201,486.75
91100412000020010	93RD DC	412,150.43	6,182.26	217,521.59
91100412000030010	139TH DC	378,000.00	5,670.00	207,802.36
91100412000040010	206TH DC	378,000.00	5,670.00	208,637.50
91100412000050010	275TH DC	378,000.00	5,670.00	210,938.63
91100412000060010	332ND DC	378,000.00	5,670.00	218,492.79
91100412000070010	370TH DC	378,000.00	5,670.00	209,716.57
91100412000080010	389TH DC	378,000.00	5,670.00	204,600.55
91100412000090010	398TH DC	378,000.00	5,670.00	203,188.13
91100412000090030	INDIGENT DEFENSE	423,392.28	6,350.88	269,781.04
91100412000100010	430TH DC	421,471.17	6,322.07	188,544.89
91100412000110010	449TH DC	378,000.00	5,670.00	216,602.13
91100412000210010	CCL#1	518,000.00	7,770.00	277,981.08
91100412000220010	CCL#2	518,000.00	7,770.00	285,668.91
91100412000230010	CCL#3 PROBATE CRT	610,000.00	9,150.00	331,015.05
91100412000240010	CCL#4	518,000.00	7,770.00	281,474.54
91100412000250010	CCL#5	532,281.90	7,984.23	283,602.25
91100412000260010	CCL#6	518,000.00	7,770.00	296,092.04
91100412000310010	MASTER COURT	123,781.83	1,856.73	67,933.85
91100412000320010	MASTER CRT II	124,717.36	1,870.76	69,264.60
91100412000450010	AUXILIARY COURT	286,010.19	4,290.15	154,069.20
91100412000610010	JP PCT 1/PL 1	285,710.80	4,285.66	152,262.28
91100412000620010	JP PCT 1/PL 2	288,446.74	4,326.70	156,468.34
91100412000630010	JP PCT 2/PL 1	303,899.92	4,558.50	161,721.33
91100412000640010	JP PCT 2/PL 2	306,449.93	4,596.75	161,135.43
91100412000650010	JP PCT 3/PL 1	329,137.67	4,937.07	173,193.52
91100412000660010	JP PCT 3/PL 2	329,910.79	4,948.66	172,372.59
91100412000670010	JP PCT 4/PL 1	362,848.88	5,442.73	192,771.81
91100412000680010	JP PCT 4/PL 2	469,491.39	7,042.37	240,884.92
91100412000690010	JP PCT 5/PL 1	269,375.29	4,040.63	152,186.04
91100412000800020	CRIM DA	6,108,009.80	91,620.15	3,327,732.97
91100412000900010	DIST CLERK	3,224,685.20	48,370.28	1,635,292.03
91100412300850030	PUBLIC DEFENDER	189,581.66	2,843.72	106,278.46
91100413001100060	CO JUDGE	1,100,938.82	16,514.08	571,597.07
91100413301150170	CO COMM	818,755.08	12,281.33	397,621.68
91100414001300010	ELECTIONS DEPT	1,815,273.32	27,229.10	1,210,882.86
91100415002000010	INFO TECH DEPT	1,747,169.15	26,207.54	981,665.21
91100415002000020	CO WIDE ADM COMPUTER SUPPORT	1,176,278.02	17,644.17	535,211.11
91100415141150010	DBM-BUDGET DIV	1,392,422.05	20,886.33	775,113.74
91100415151400010	TAX OFF	6,077,371.25	91,160.57	3,385,330.31
91100415161500010	CO TREASURER	780,501.65	11,707.52	422,672.71
91100415181600010	PURCHASING	1,725,485.27	25,882.28	945,830.53
91100415211700010	CO AUDITOR	2,748,700.11	41,230.50	1,517,979.84
91100415401800010	CO CLERK	3,029,745.84	45,446.19	1,680,369.56

HIDALGO COUNTY

Department Of Budget & Management

2009 ADJUSTED BUDGET Total By Department

Acct. Num.	Department Name	2009 Adjusted Budget as of May 31, 2009 Depts. To Adjust	1.5% Adjustment	2009 Available Balance as of June 26, 2009
91100415501900010	CIVIL SERVICE	40,700.00	610.50	32,146.95
91100415501900020	HUMAN RESOURCES	584,722.73	8,770.84	337,568.12
91100419102100010	PLANNING DEPT	1,138,553.72	17,078.31	626,063.83
91100419401150690	PARKING LOT SECURITY	328,637.17	4,929.56	176,341.66
91100419402200010	GEN GOVT BLDG	5,977,891.50	89,668.37	3,001,563.49
91100419402200020	BLDG MINOR ST	458,258.53	6,873.88	249,206.58
91100419501150590	DBM-SAFETY DIV	894,030.93	13,410.46	444,445.08
91100421001150270	TX DPS	281,394.45	4,220.92	169,215.36
91100421002800010	SHERIFF	21,202,599.34	318,038.99	12,473,306.10
91100421002910010	CONSTABLE PCT.1	611,473.97	9,172.11	300,119.35
91100421002920010	CONSTABLE PCT.2	542,588.03	8,138.82	283,445.10
91100421002930010	CONSTABLE PCT.3	817,207.64	12,258.11	449,961.79
91100421002940010	CONSTABLE PCT.4	785,319.64	11,779.79	325,115.43
91100421002950010	CONSTABLE PCT.5	484,513.81	7,267.71	296,150.63
91100421531230410	RURAL AMBULANCE	-	-	-
91100422103000010	EMERGENCY SRVS - FM	547,411.01	8,211.17	279,717.16
91100423003200010	ADULT PROB	119,650.00	1,794.75	74,162.85
91100423212800020	JAIL	23,832,242.00	357,483.63	13,679,000.31
91100423323300010	JUV DET HM	4,182,996.91	62,744.95	2,367,165.28
91100423603300020	JUV PROB	4,344,310.42	65,164.66	2,596,411.55
91100429003000230	EMERGENCY SRVS - EM	568,106.29	8,521.59	329,817.65
91100432001210010	SANITATION PCT.1	1,863,133.40	27,947.00	756,475.96
91100432001220010	SANITATION PCT.2	1,267,835.25	19,017.53	715,511.68
91100432001230010	SANITATION PCT.3	1,910,479.82	28,657.20	763,011.67
91100432001240010	SANITATION PCT.4	1,166,516.65	17,497.75	600,408.87
91100441003400010	HEALTH ADM	2,036,305.03	30,544.58	1,089,261.53
91100441003400030	HEALTH CLINICS	4,282,384.57	64,235.77	2,196,141.38
91100444002400010	HUMAN SERVICES	1,455,474.89	21,832.12	765,320.43
91100444003600010	CHILD WELFARE	123,460.14	1,851.90	87,672.51
91100444003700010	VETERAN'S SRV	316,394.52	4,745.92	173,667.70
91100455001150350	COUNTY LIBRARY SYS	235,000.00	3,525.00	235,000.00
91100461003800010	TX COOP EXTENSION	505,364.64	7,580.47	299,864.12
2009 TOTAL BUDGET @ CURRENT LEVEL:		126,192,950.79	1,892,894.26	91,864,403.03



HIDALGO COUNTY

Department Of Budget & Management

BUDGET AMENDMENT FORM

DATE:

DEPARTMENT HEAD:

DEPARTMENT NAME:

ACCOUNT NUMBER:

SUBJECT:

2009 Budget Amendment (Reduction)

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (decreases) to my departmental budget in accordance with Local Government Code, Chapter 11, Section 111.0709

Account Number	Account Name	Amount

TOTAL BUDGET DECREASE: \$ -

REASON:

2009 Budget reduction as per Bulletin 2009-4

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-16118

11.A.

**Settlement check from State Farm - Sheriff
CC REGULAR**

Date: 07/07/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY DIVISION
Agenda Category: Safety Division

Information

CAPTION

Approval to accept settlement check from State Farm Insurance Company in the amount of \$902.07 for an auto accident with County (Sheriff Office).

BACKGROUND

Date of Loss: 01/06/09
Auto Accident
Acct #: 9-1100-360-00-000-005-0-000

Fiscal Impact

<u>FISCAL YEAR:</u> 2009	<u>ACCT. #:</u> 9-1100-360-00-000-005-0-000
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>
<u>BUDGETARY IMPACT:</u> No Budgetary Impact	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/30/2009 03:54 PM	APRV
2	Manuel Chapa	Manuel Chapa	07/01/2009 11:54 AM	APRV
3	Auditor's Office		07/02/2009 05:09 PM	NEW
Form Started By: Aida Alvarez			Started On: 06/22/2009 01:43 PM	
Final Approval Date: 07/02/2009				

AI-16344

13.A.

**MOU - Texas Forest Service
CC REGULAR**

Date: 07/07/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For: Tony Pena
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Emergency Services Division

Information

CAPTION

Discussion, consideration and Approval of Memorandum of Understanding Between The Texas Forest Service And Regional Incident Management Team Member And The Participating Agency/Employer with authority for Emergency Management Coordinator to execute documents

BACKGROUND

To form Task Force to be deployed to disaster stricken areas.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No Fiscal Impact.

Deployments of Task Force will be reimburseable to the County from the Texas Forest Service.

MOU will terminate August 31, 2012.

Attachments

Link: [email](#)

Link: [MOU](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/02/2009 04:54 PM	APRV
2	Roland Garcia	Rolando Garcia	07/02/2009 05:07 PM	APRV
3	Auditor's Office		07/02/2009 05:09 PM	NEW

Form Started By: Monica Badillo
Started On: 07/02/2009 04:41 PM
Final Approval Date: 07/02/2009

Monica Badillo

From: Valde Guerra [valde.guerra@co.hidalgo.tx.us]
Sent: Monday, June 29, 2009 3:42 PM
To: 'Monica Badillo'
Subject: FW: MOU With Texas Forest Service
Attachments: RIMT MOU HIDALGO COUNTY - 06-19-09.docx

From: Tony Pena [mailto:tony.pena@hidalgocountyjudge.com]
Sent: Monday, June 29, 2009 2:56 PM
To: Valde Guerra; Valde Guerra2; Monica Badillo
Cc: JD Salinas; Rigo Villarreal
Subject: MOU With Texas Forest Service

Valde,

I need an item placed on next week's agenda that deals with the attached memorandum of understanding with the Texas Forest Service in relation to the All-Hazards Incident Management Team. (AHIMT)

We have seven (7) teams organized across the state. Most of the members have received training. The purpose of an AHIMT is to activate and deploy a team to a disaster stricken area, to assist the local and state governments in managing a disaster. The duties may range from sheltering, distribution of food, water and ice, evacuation, or any other duties that might arise.

Additionally this year the State Response Plan includes the forming of 3 "Light" Task Forces that will be comprised of approximately 250 person from various disciplines and one "Heavy" Task force that will be comprised of approximately 500 persons. The AHIMT's will be charged with the management support of those Task Forces.

Deployments are reimbursable to the County by the Texas Forest Service.

Tony Mendoza has already reviewed this document and the changes that he suggested have already been incorporated into the document.

I would therefore respectfully request that it be placed on the agenda for discussion, consideration, and adoption. I would also ask for authorization to execute any further MOU's of this type on behalf of the County because we would have to sign individual MOU's for each member (County Employee) assigned to the team. Commissioners Court would be notified of any and all MOU's that I sign.

I have already discussed this with Judge JD Salinas. Please send me email correspondence when this matter is placed on the agenda.

Thank you for your help with this matter.

A.A. "Tony" Peña, Jr.
EMC / Fire Marshal

7/2/2009

Hidalgo County Judge's Office - Emergency Services

PO Box 1356, Edinburg TX 78539

956-318-2615 office 956-318-2699 fax

956-289-6549 cell (24/7) **DC 145*20756*1**

956-605-4880 cell (personal)

tony.pena@co.hidalgo.tx.us

tony.pena@hidalgocountyjudge.com

**Memorandum of Understanding
Between
The Texas Forest Service
And
Regional Incident Management Team Member
And
The Participating Agency/Employer**

This Memorandum of Understanding (MOU) is entered into this ____ day of _____, 2009 by and between the Texas Forest Service, a member of The Texas A&M University System, an agency of the state of Texas (TFS) and Regional Incident Management Team (RIMT) Member _____ (Member) and the Participating Agency/Employer _____ (Employer).

I. PURPOSE

To delineate responsibilities and procedures for RIMT activities under the authority of the State of Texas Emergency Management Plan.

II. SCOPE

The provisions of this MOU apply to RIMT activities performed at the request of the State of Texas. The scope of this agreement also includes training activities mandated by the State of Texas and TFS to maintain RIMT operational readiness.

III. PERIOD OF PERFORMANCE

This Contract shall begin as of the date of the last signature and shall terminate August 31, 2012, unless terminated earlier in accordance with section IX.B.

IV. DEFINITIONS

- A. Activation: The process of mobilizing RIMT Members to deploy to a designated incident or event site. When the RIMT responds to such a mobilization request, the Member is required to arrive with all equipment and personal gear to the designated Point of Assembly (POA) within two hours of activation notice. The time at which the RIMT Member receives a request for activation and verbally accepts the mission will be considered the time at which personnel costs to be charged to RIMT activities shall begin.
- B. Alert: The process of informing RIMT Members that an event has occurred and that RIMT may be activated at some point within the next 24-48 hours.
- C. De-Activation: The process of de-mobilizing RIMT Members upon notification from the State to stand down.
- D. Director: The Director of TFS.

- E. Member: An individual who has been formally accepted into an RIMT, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance with necessary training and fitness.
- F. Participating Agency/Employer: The RIMT Member's employer who, by execution of this MOU, has provided official support of the Member's involvement in the RIMT.
- G. State: For the purpose of this MOU, the State of Texas through the Governor's Division of Emergency Management (GDEM).
- H. RIMT: An integrated collection of personnel and equipment meeting standardized capability criteria for addressing incident management needs during disasters.
- I. TFS/State Sponsored RIMT Training and Exercises: Training and/or exercises performed at the direction, control and funding of TFS and/or the State.
- J. Local RIMT Sponsored Training and Exercises: Training and/or exercises performed at the direction, control and funding of a participating agency or RIMT Member in order to develop and maintain the incident management capabilities of the member and the RIMT. RIMT sponsored training shall be coordinated with TFS staff and receive prior written authorization to conduct such training.

V. RESPONSIBILITIES

- A. TFS shall:
 - 1. Recruit and organize the RIMT, according to guidelines prescribed by TFS.
 - 2. Provide administrative, financial and personnel management related to the RIMT and this agreement.
 - 3. Provide training to RIMT Members. Training shall be consistent with the objectives of developing, upgrading and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.
 - 4. Develop, implement and exercise an internal notification and call-out system for RIMT Members.
 - 5. Provide all tools and equipment necessary to conduct safe and effective incident management operations as listed in the current approved RIMT cache list.
 - 6. Maintain all tools and equipment in the RIMT cache in a ready state.
 - 7. Provide coordination between the State, other relevant governmental and private entities, Employer and RIMT Member.
 - 8. Maintain a primary contact list for all RIMT Members.

9. Maintain personnel files on all members of RIMT for the purpose of documenting training records, emergency notification and other documentation as required by the State.

B. The Employer shall:

1. Maintain a roster of all its personnel participating in RIMT activities.
2. Provide a primary point of contact to TFS for the purpose of notification of RIMT activities.
3. Provide administrative support to employee members of RIMT, i.e. “time off” when fiscally reasonable to do so for RIMT activities such as training, meetings and actual deployments.
4. Submit reimbursement claims within thirty (30) days of official deactivation or completion of TFS/State sponsored RIMT training of the RIMT Member.

C. Member shall:

1. Be physically capable of performing assigned duties required in the position description (PD) requirements for the assigned position.
2. Maintain knowledge, skills and abilities necessary to operate safely and effectively in the assigned position.
3. Maintain support of Employer for participation in RIMT activities.
4. Keep Employer advised of RIMT activities that may require time off from work.
5. Advise RIMT point of contact of any change in notification process, i.e. address or phone number changes.
6. Be available for immediate call-out during the period Member’s assigned RIMT is first on the rotation for call-out.
7. Respond immediately to a mobilization request with acceptance or refusal of current mission request and arriving within 2 hours from time of mobilization request to the assigned POA.
8. Maintain all equipment issued by RIMT in a ready state and advising TFS Manager deployed with RIMT of any lost, stolen or damaged items assigned to Member.
9. Be prepared to operate in the disaster environment.
10. Follow the RIMT Code of Conduct in Attachment A.

VI. PROCEDURES

A. Activation

1. Upon request from the State for disaster assistance, and/or determination that pre-positioning the RIMT is prudent, TFS shall request the activation of the RIMT to respond to a designated POA.
2. TFS shall communicate an Alert and/or Activation notice to RIMT Members through the internal paging and call-out system according to the current approved mobilization plan.

B. Mobilization, Deployment and Re-deployment

1. TFS will notify members of activation of RIMT.
2. Upon arrival at the POA, the State representative will provide initial briefings, maps, food, housing and any other items essential to the initial set-up and support of the RIMT.
3. When RIMT is activated, the RIMT, including all necessary equipment, will move to the pre-designated point of departure (POD) for ground or air transportation.
4. The RIMT shall be re-deployed to the original POA upon completion of the RIMT mission.

C. Management

1. TFS will have overall management, command and control of all RIMT resources and operations.
2. Tactical deployment of RIMT will be under the direction of the local Incident Commander and the RIMT Incident Commander assigned to the incident.

VII. TRAINING AND EXERCISES

A. Local RIMT Sponsored Training and Exercises

Periodically RIMT Members will be requested or required to attend local RIMT sponsored training or exercises. Local RIMT sponsored training or exercises shall be performed at the direction, control and funding of the local RIMT in order to develop the technical skills of RIMT Members. Costs associated with this training or exercises will not be reimbursed by TFS or the State.

B. TFS/State Sponsored RIMT Training and Exercises

Periodically RIMT Members will be required and/or invited to attend TFS/State RIMT training and/or exercises. This training and exercises will be performed at

the direction, control and funding of TFS, or the State in order to develop and maintain the incident management capabilities of the RIMT. Allowable travel costs associated with this training will be reimbursed by TFS.

C. Minimum Training Requirements

Member is required to attend a minimum of 50% of the available RIMT training and exercise opportunities provided for the assigned RIMT position. Failure to attend a minimum of 50% of the training opportunities will result in dismissal from the RIMT. Exceptions may be granted at the discretion of the RIMT Incident Commander.

VIII. ADMINISTRATIVE, FINANCIAL AND PERSONNEL MANAGEMENT

A. Reimbursement to Employer

1. TFS will reimburse Employer for all wages identified and allowed in the RIMT Standard Pay Policy (Attachment B). TFS will reimburse all amounts necessary to fund payroll associated costs of state and/or federal disaster deployments.
2. TFS will reimburse Employer for the cost of backfilling while Member is activated. This shall consist of expenses generated by the replacement of a deployed Member on their normally scheduled duty period/day.
3. TFS will reimburse Employer for salaries and backfill expenses of any deployed Member who would be required to return to regularly scheduled duty during the personnel rehabilitation period described in the demobilization order. If the deployed Member's regularly scheduled shift begins or ends within the identified rehabilitation period, Employer may give the deployed Member that time off with pay and backfill his/her position. If Member is not normally scheduled to work during the identified rehabilitation period, then no reimbursement will be made for Member. TFS will determine the personnel rehabilitation period that will apply to each deployment based on the demobilization order for that deployment.
4. TFS will reimburse Employer for reasonable travel expenses associated with Member's travel for RIMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.
5. TFS will reimburse Employer for reasonable (as determined by TFS) personal costs associated with Member's participation in a deployment.
6. TFS will reimburse Employer for emergency procurement of RIMT materials, equipment and supplies purchased and consumed by Member in providing requested assistance on a replacement basis. Prior approval by the TFS manager deployed with the RIMT must be obtained and original receipts for such items must be submitted with reimbursement request to TFS.

7. Employer shall submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

B. Reimbursement of RIMT Member as an Individual Resource

1. TFS will pay an individual resource Member for all wages specified in the RIMT Standard Pay Policy (Attachment B). Payment for these wages will be determined based upon the Member's RIMT position in the most current revision of the RIMT Pay Schedule by Position (Attachment C).
2. TFS will reimburse an individual resource Member for reasonable (as determined by TFS) travel expenses associated with Member's travel for RIMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.
3. TFS will reimburse an individual resource Member for reasonable (as determined by TFS) personal costs associated with participation in a deployment.
4. TFS will reimburse an individual resource Member for emergency procurement of RIMT materials, equipment and supplies purchased and consumed by Member in providing requested assistance. Prior approval by the TFS manager deployed with the RIMT must be obtained and original receipts for such items must be submitted with reimbursement request to TFS.
5. Individual resource Member must submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

C. Medical Care for Injury or Illness

1. If Member incurs an injury or illness during an RIMT training exercise or deployment, TFS will pay for triage medical care to ensure Member is properly treated and medically evaluated. TFS will make a determination as to whether the injury or illness was work related and will notify Employer for proper processing of Workers Compensation claim. Employer will be responsible for handling any additional medical care for work related injuries or illnesses under its Worker Compensation insurance. Member will be responsible for handling any additional medical care for non-work related injuries or illnesses under his/her personal health insurance.

D. Liability

1. It is mutually agreed that TFS, Employer and Member shall each be responsible for their own losses arising out of the performance of this MOU.

E. Reimbursement Process

1. All requests for reimbursement must be submitted using the most current RIMT Travel and Personnel Reimbursement Form (Attachment D).
2. TFS will process payment to Employer or individual resource member for all allowable expenses within 30 days of receipt of the properly completed and supported RIMT Travel and Personnel Reimbursement Form.
3. Neither Member nor Employer will be reimbursed for costs incurred by activations that are outside the scope of this agreement.
4. All financial commitments herein are made subject to availability of funds from the State.

IX. CONDITIONS, AMENDMENTS AND TERMINATION

- A. This MOU may be modified or amended only by the written agreement of all parties.
- B. Any party, upon 30 day written notice, may terminate this MOU.
- C. TFS complies with the provisions of Executive Order 11246 of Sept. 24, 1965, as amended and with the rules, regulations and relevant orders of the Secretary of Labor. To that end, TFS will not discriminate against any employee or Member on the grounds of race, color, religion, sex or national origin. In addition the use of state or federal facilities, services and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality sex, age or economic status.
- D. This MOU is governed by the laws of the State of Texas. Venue for any suits related to this agreement shall be in Brazos County, Texas.
- E. The parties are authorized to enter into this Memorandum of Understanding pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791 et seq.

X. POINTS OF CONTACT

TFS

Paul Hannemann
John B. Connally Building
301 Tarrow, Suite 304
College Station, TX 77840
Tel#: 979-458-7344
e-mail: phannemann@tfs.tamu.edu

Employer

Member

XI. ENTIRE AGREEMENT

This MOU along with the following Attachments reflects the entire agreement between the parties:

Attachment A, RIMT Code of Conduct
Attachment B, RIMT Standard Pay Policy
Attachment C, RIMT Pay Schedule by Position (most current revision)
Attachment D, RIMT Travel and Personnel Reimbursement Form (most current revision)

Employer and Member hereby acknowledge that they have read and understand this entire MOU. All oral or written agreements between the parties hereto relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained herein. Employer and Member agree to abide by all terms and conditions specified herein and certify that the information provided to TFS is true and correct in all respects to the best of their knowledge and belief.

This MOU is entered into by and between the following parties:

TEXAS FOREST SERVICE:

Signature: _____
Name: Tom G. Boggus
Title: Interim Director
Date: _____

PARTICIPATING AGENCY/EMPLOYER

Signature: _____
Name: _____
Title: _____
Date: _____

RIMT MEMBER:

Signature: _____
Name: _____
Date: _____

ATTACHMENT A

RIMT Code of Conduct

- No transportation/use of illegal drugs/alcohol.
- Firearms are authorized to be carried by only current TCLEOSE certified commissioned officers.
- Normal radio protocol used/traffic kept to a minimum.
- Know your chain of command/who you report to.
- Limit procurement of equipment.
- Do not take things without authorization.
- Act professionally.
- Remain ready even when unassigned.
- Recreation limited to unassigned hours.
- Maintain/wear safety gear/clothing.
- Wear proper uniform.
- Remember your actions reflect your organization and RIMT.

ATTACHMENT B

RIMT Standard Pay Policy

I. Scope

The provisions of this policy apply to all members of an RIMT.

II. Purpose

The purpose of this document is to delineate the policy and procedures for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during state activations of a RIMT member (Member).

III. Pay Rate

- A. The Texas Forest Service (TFS) will reimburse Participating Agency/Employer (Employer) for the participation of each Member who is employed by that Employer at the hourly rate or salary identified on the most current payroll printout provided by the Employer requesting salary reimbursement. TFS may also reimburse Employer for the allocable portion of fringe benefits paid to or on behalf of the Member during the period of activation. The actual benefits paid must also be shown on or attached to the Employer payroll printout submitted to TFS.
- B. As an individual resource, members without Employer will be paid at a rate identified with his/her RIMT position on the RIMT Pay Schedule by Position (see Attachment C). The individual resource's 40-hour workweek will begin upon acceptance of the mission. The individual will be paid for the first 40 hours at the standard base rate of pay, and at one and one-half (1½) times for all other hours in that same week. The workweek will consist of seven consecutive workdays to include weekends and holidays.

IV. Work Shift

- A. Every day is considered a workday during the Activation until the Activation is over, and the RIMT returns to its original Point of Assembly. Therefore, Saturday, Sunday, holidays and other scheduled days off are also considered workdays during the period of activation.
- B. Each Employer or individual resource is assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each workday.

V. Ordered Standby

Compensable standby shall be limited to those times when an individual is held, by direction or orders, in a specific location, fully outfitted and ready for assignment.

ATTACHMENT C
RIMT PAY SCHEDULE BY POSITION

ICS ID	POSITION TITLE	HOURLY RATE
	COMMAND	
ICT3	INCIDENT COMMANDER TYPE 3	24
IOF3	INFORMATION OFFICER TYPE 3	24
LOFR3	LIAISON OFFICER TYPE 3	24
PIO3	PUBLIC INFORMATION OFFICER 3	24
SOF3	SAFETY OFFICER TYPE 3	24
	OPERATIONS	
DIVS	DIVISION/GROUP SUPERVISOR	24
OSC 3	OPERATIONS SECTION CHIEF TYPE 3	24
STL()	STRIKE TEAM LEADER (CREW, ENGINE, DOZER, MILITARY, or TRACTOR-PLOW)	21
TFLD	TASK FORCE LEADER	21
	PLANNING	
DMOB	DEMOBILIZATION UNIT LEADER	24
PSC3	PLANNING SECTION CHIEF TYPE 3	24
RESL	RESOURCE UNIT LEADER	24
SITL	SITUATION UNIT LEADER	24
	LOGISTICS	
COML	COMMUNICATIONS UNIT LEADER	24
FACL	FACILITIES UNIT LEADER	24
FDUL	FOOD UNIT LEADER	24
GSUL	GROUND SUPPORT UNIT LEADER	24
LSC3	LOGISTICS SECTION CHIEF TYPE 3	24
MEDL	MEDICAL UNIT LEADER	24
SUBD	SUPPORT BRANCH DIRECTOR	26
SPUL	SUPPLY UNIT LEADER	24
SVBD	SERVICE BRANCH DIRECTOR	26
	FINANCE	
COMP	COMPENSATION/CLAIMS UNIT LEADER	24
COST	COST UNIT LEADER	24
FSC3	FINANCE/ADMINISTRATION SECTION CHIEF TYPE 3	24
PROC	PROCUREMENT UNIT LEADER	24
TIME	TIME UNIT LEADER	24

Dated 5/8/09

ATTACHMENT D

**MOST CURRENT REVISION OF THE
RIMT TRAVEL AND PERSONNEL REIMBURSEMENT FORM**

AI-16248**14.A.****Claims-Tech Depot
CC REGULAR**

Date: 07/07/2009
Submitted By: Edna Kirby, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information**CAPTION**

Presentation for discussion, consideration, acceptance and approval of claim/invoice with authority for Hidalgo County Treasurer to issue payment to TECH DEPOT for the following invoice after it has been reviewed, audited and processing procedures are completed by the Hidalgo County Auditor.

Vendor	Invoice Date	Invoice #	Amount
TechDepot	4/18/08	B080325785V1	\$299.99

BACKGROUND

Fiscal Impact**FISCAL YEAR:** 2009**ACCT. #:** 9-1100-415-00-200-00X-0-XXX**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

TechDepot services funding source is program #001, obj. 665-available balance as of 7-1-09 \$11,013.15

Webex services funding source is program #002, obj. 336-available balance as of 7-1-09 \$15,580.17

Attachments

Link: IT Dept Claims/Invoices

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/30/2009 08:04 AM	APRV
2	Ivan Cantu	Ivan Cantu	07/01/2009 11:43 AM	APRV
3	Auditor's Office		07/02/2009 05:09 PM	NEW

Form Started By: Edna Kirby
Started On: 06/29/2009 01:47 PM

Final Approval Date: 07/02/2009

TECHDEPOT

AN OFFICE DEPOT COMPANY

Past Due

CustID: 041026683

Invoice#: B080325785V1

Bill To:

HILDALGO COUNTY
ACCOUNTS PAYABLE
100 N CLOSNER BLVD

EDINBURG, TX 78539

Ship To:

HILDALGO COUNTY
INFORMATION TECHNOLOGY DEPARTM
100 N. CLOSNER BLVD. 1ST FLOO
PO 594595
EDINBURG, TX 78539

Invoice Date	Due Date	Terms	TechDepot Order#	Customer PO
4/18/08	5/18/08	NET30	B080325785	PO 594595

Item	ItemDesc	Qty	UnitPrice	ExtPrice
S6612077	1TB LACIE BIG DISK EXTREM+	1	299.99	299.99

Please Remit to:
PO Box 33074
Hartford, CT 06150-3074
tel (800) 937-3559
fax (561) 438- 6324

Please include invoice # on all remittances.

SubTotal:	299.99
Discount:	0.00
Shipping/Handling:	0.00
Sales Tax:	0.00
CA Fee:	0.00
Payment:	0.00
Amount Due:	299.99



County of Hidalgo2
Carlos Garcia
100 N. Closner Blvd
Edinburg TX 78539
US

INVOICE

Customer Service.
support.webex.com

8 1.1608 1 MB 3 388 12303D11 ps 1 - 2 1001

INVOICE DATE	DUE DATE
22-Jan-2009	21-Feb-2009
INVOICE NO.	INVOICE AMOUNT
2793104	\$ 150.00 USD
PO NO.	

SUMMARY OF CHARGES FOR ACCOUNT 174008

Page 1 of 3

PAYMENTS RECEIVED	LATE PAYMENT CHARGE	CREDITS AND ADJUSTMENTS	BALANCE FORWARD	TAXES	CURRENT CHARGES
150.00	0.00	0.00	150.00	0.00	150.00

ATTENTION:

If you have questions regarding your balance or to make payments by phone, please contact our Finance department at 1-866-399-3239 or you may also e-mail us at accountsreceivable@webex.com

If you need assistance with your service or subscription, please contact your Client Services Manager at 1-866-229-3239 option 5.

Your invoices are also available online at invoices.webex.com. If you do not have a login and password, you may register using your account number

Please send all invoice correspondence and overnight mail to our address at:
WebEx Communications Inc.
3979 Freedom Circle
Santa Clara, CA 95054, USA

Bank Information: (For WIRE and EFT Payments)

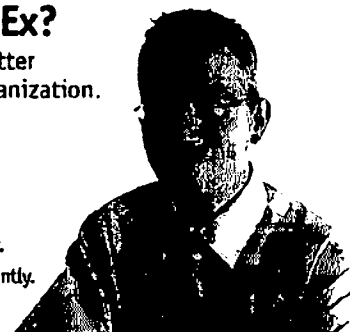
Comerica Bank-CA
ABA# 121137522
Swift# MNBOUS33
Account# 1091437822

Federal Tax ID: 77-0548319

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THANK YOU FOR YOUR BUSINESS!

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Santa Clara CA 95054
United States

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22-Jan-2009	21-Feb-2009
INVOICE NO.	CURRENT CHARGES
2793104	\$ 150.00 USD

Please DO NOT send cash or include correspondence.
Make checks payable to:
WebEx Communications Inc.

AMOUNT ENCLOSED
\$

Account Name: County of Hidalgo2
Account Number: 174008

Remit to:

WebEx Communications Inc
PO Box 49216
San Jose CA 95161-9216
United States

8 1.1608 1 MB 3 388 12303D11 ps 1 - 2 1001



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INVOICE

Customer Service:
support.webex.com

3 1 560 1 MB 0.369 14983D11 ps 1 - 2 1001

INVOICE DATE	DUE DATE
22-Feb-2009	24-Mar-2009
INVOICE NO	INVOICE AMOUNT
2828992	\$ 150.00 USD
TRFNO	

SUMMARY OF CHARGES FOR ACCOUNT 174008

Page 1 of 3

PAYMENTS RECEIVED	LATE/FINEMENT CHARGE	CREDITS AND ADJUSTMENTS	BALANCE CARRY FORWARD	TAXES	CURRENT CHARGES
150.00	0.00	0.00	150.00	0.00	150.00

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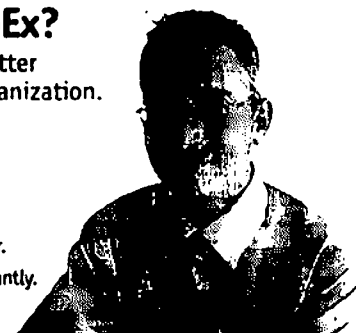
Bank Information: (For WIRE and EFT Payments)
Comerica Bank-CA
ABA# 121137522
Swift# MNBDUS33
Account# 1891437822

Federal Tax ID: 77-0548319

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United States

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INVOICE DATE	DUE DATE
22-Feb-2009	24-Mar-2009
INVOICE NO	CURRENT CHARGES
2828992	\$ 150.00 USD

Please DO NOT send cash or include correspondence. Make checks payable to: WebEx Communications Inc.

AMOUNT ENCLOSED
\$

Account Name: County of Hidalgo2
Account Number: 174008

Remit to:

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San Jose CA 95161-9216
United States

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Edinburg TX 78539
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3.1.530 1 MB 0.369 17696D11 ps 1 - 2 1001

INVOICE DATE	DUE DATE
22-Mar-2009	21-Apr-2009
INVOICE NO	INVOICE AMOUNT
2866096	\$ 150.00 USD
PO NO.	

SUMMARY OF CHARGES FOR ACCOUNT 174008

Page 1 of 3

PAYMENTS RECEIVED	LATE PAYMENT CHARGE	CREDITS AND ADJUSTMENTS	BALANCE FORWARD	TAXES	CURRENT CHARGES
0.00	0.00	0.00	300.00	0.00	150.00

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Attention: Accounts Receivable
3979 Freedom Circle
Santa Clara, CA 95054, USA

Bank Information: (For WIRE and EFT Payments)

Comerica Bank-CA
ABA# 121137522
Swift# MNBUS33
Account# 1891437822

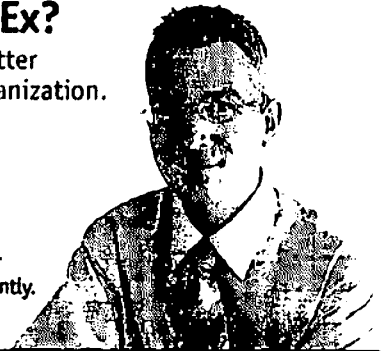
Federal Tax ID: 77-0548319

If you have already paid the Balance Forward amount, please only pay the current charges.

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United States

Please return this portion with your payment

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INVOICE DATE	DUE DATE
22-Mar-2009	21-Apr-2009
INVOICE NO	CURRENT CHARGES
2866096	\$ 150.00 USD

Account Name: County of Hidalgo2
Account Number: 174008

Please DO NOT send cash or include correspondence.
Make checks payable to:
WebEx Communications Inc.

AMOUNT ENCLOSED
\$

Remit to:

3.1.530 1 MB 0.369 17696D11 ps 1 - 2 1001

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Edinburg TX 78539
US

INVOICE

Customer Service:
support.webex.com

3 1 571 1 MB 0 369 20741011 ps 1 - 2 100

INVOICE DATE	DUE DATE
22-Apr-2009	22-May-2009
INVOICE NO.	INVOICE AMOUNT
2904983	\$ 150.00 USD
PO NO.	

SUMMARY OF CHARGES FOR ACCOUNT 174008

Page 1 of 3

PAYMENTS RECEIVED	LATE PAYMENT CHARGE	CREDITS AND ADJUSTMENTS	BALANCE FORWARD	TAXES	CURRENT CHARGES
0.00	0.00	0.00	450.00	0.00	150.00

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Santa Clara, CA 95054, USA

Bank Information: (For WIRE and EFT Payments)
Comerica Bank-CA
ABA# 121137522
Swift# MNBUS33
Account# 1831437822

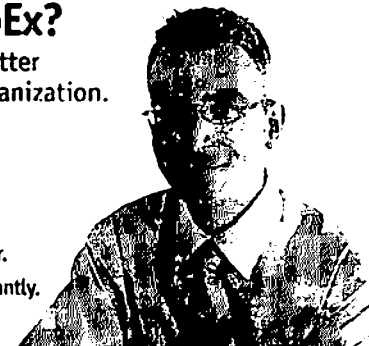
Federal Tax ID: 77-0548319

If you have already paid the Balance Forward amount, please only pay the current charges.

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- Bring products to market sooner.
- Generate more leads in less time.
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Call a WebEx Solution Specialist today!
1.877.509.3239

THANK YOU FOR YOUR BUSINESS!

WebEx Communications Inc.
3979 Freedom Circle
Santa Clara CA 95054
United States

Please return this portion with your payment
support.webex.com

INVOICE DATE	DUE DATE
22-Apr-2009	22-May-2009
INVOICE NO.	CURRENT CHARGES
2904983	\$ 150.00 USD

Account Name: County of Hidalgo2
Account Number: 174008

Please DO NOT send cash or include correspondence.
Make checks payable to:
WebEx Communications Inc.

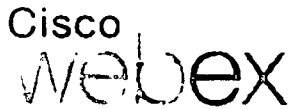
AMOUNT ENCLOSED
\$

3 1 571 1 MB 0 369 20741011 ps 1 - 2 1001

County of Hidalgo2
Carlos Garcia
100 N. Closner Blvd
Edinburg TX 78539-3523
US

Remit to:

WebEx Communications Inc.
PO Box 49216
San Jose CA 95161-9216
United States



INVOICE

Customer Service:
support.webex.com

County of Hidalgo2
Carlos Garcia
100 N. Closner Blvd
Edinburg TX 78539
US

3 1 676 1 MB 0 382 26210D11 ps 1 - 2 1001

INVOICE DATE	DUE DATE
22-Jun-2009	22-Jul-2009
INVOICE NO.	INVOICE AMOUNT
2983442	\$ 150.00 USD
PO NO.	

SUMMARY OF CHARGES FOR ACCOUNT 174008

Page 1 of 3

PAYMENTS RECEIVED	LATE PAYMENT CHARGE	CREDITS AND ADJUSTMENTS	BALANCE FORWARD	TAXES	CURRENT CHARGES
0.00	0.00	0.00	750.00	0.00	150.00

ATTENTION:

If you have questions regarding your balance or to make payments by phone, please contact our Finance department at 1-866-399-3239 or you may also e-mail us at accountsreceivable@webex.com

If you need assistance with your service or subscription, please contact your Client Services Manager at 1-866-229-3239 option 5.

Your invoices are also available online at myresources.webex.com. If you do not have a login and password, you may register using your account number.

Please send all invoice correspondence to our address at:

WebEx Communications Inc.
Attention: Accounts Receivable
3979 Freedom Circle
Santa Clara, CA 95054, USA

Bank Information: (For WIRE and EFT Payments)

Comerica Bank-CA
ABA# 121137522
Swift# MNBCUS33
Account# 1891437822

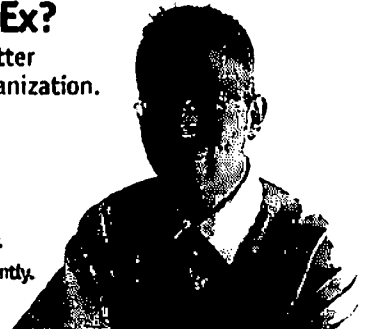
Federal Tax ID 77-0548319

If you have already paid the Balance Forward amount, please only pay the current charges.

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1.877.509.3239

THANK YOU FOR YOUR BUSINESS!

WebEx Communications Inc.
3979 Freedom Circle
Santa Clara CA 95054
United States

Please return this portion with your payment
support.webex.com

INVOICE DATE	DUE DATE
22-Jun-2009	22-Jul-2009
INVOICE NO.	CURRENT CHARGES
2983442	\$ 150.00 USD

Account Name: County of Hidalgo2
Account Number: 174008

Please DO NOT send cash
or include correspondence
Make checks payable to:
WebEx Communications Inc.

AMOUNT ENCLOSED
\$

3 1 676 1 MB 0 382 26210D11 ps 1 - 2 1001



County of Hidalgo2
Carlos Garcia
100 N. Closner Blvd
Edinburg TX 78539-3523
US

Remit to:

WebEx Communications Inc
PO Box 49216
San Jose CA 95161-9216
United States

**Interlocal Agreement / HIDTA Task Force and McAllen Police Department
CC REGULAR**

Date: 07/07/2009
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Rene Guerra, Criminal District Attorney
Department: HIDTA
Agenda Category: HIDTA - Task Force

Information**CAPTION**

1. Authorization and approval to accept the Interlocal Agreement between the Hidalgo County HIDTA Task Force and the City of McAllen Police Department as set forth under the Texas Code of Criminal Procedure Chapter 59 Article 59.06(b) Disposition of Forfeited Property.
2. Requesting a 1993 Chevrolet Custom Van, VIN 1GCDG15H7PF301079, asset number 34929 be removed from inventory.

BACKGROUND

As set forth under the Texas Code of Criminal Procedure Chapter 59 Article 59.06(b) Disposition of Forfeited Property "If a local agreement exists between the attorney representing the state and law enforcement agencies, the attorney representing the state may transfer the property to law enforcement agencies to maintain, repair, use and operate the property for official purposes if the property is free of any interest of an interest holder."

Interlocal Agreement has been reviewed and approved by Legal Counsel.

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

No fiscal impact to Co.; McAllen PD will be responsible for any expenses related to the asset being transferred by HIDTA as per interlocal agreement.

In accordance with CCP 59 the asset shall be solely used for law enforcement purposes.

Attachments

Link: [McAllen PD MOU](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/30/2009 01:25 PM	APRV

2	Ivan Cantu	Ivan Cantu	07/01/2009 09:45 AM	APRV
3	Auditor's Office	Angela Garcia	07/01/2009 11:21 AM	APRV
4	Ivan Cantu	Ivan Cantu	07/01/2009 03:27 PM	APRV
5	Purchasing Department	Marty Salazar	07/02/2009 07:55 AM	APRV

Form Started By: Nelda Olivarez
Started On: 06/30/2009 09:25 AM

Final Approval Date: 07/02/2009

STATE OF TEXAS §
 §
HIDALGO COUNTY §

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HIDALGO CO. HIGH INTENSITY DRUG TRAFFICKING AREA TASK FORCE
AND THE McALLEN POLICE DEPARTMENT**

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **McALLEN POLICE DEPARTMENT** are located in close proximity and have law enforcement, crime prevention and close government ties; and

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **McALLEN POLICE DEPARTMENT** have heretofore entered into an agreement providing for the exchange of governmental services relating to the **HIDALGO COUNTY HIDTA TASK FORCE**; and

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** has certain surplus equipment and the **McALLEN POLICE DEPARTMENT** has a need for such surplus equipment which can be utilized in providing the service of crime prevention and law enforcement in and for the **McALLEN POLICE DEPARTMENT** and in relationship to the **McALLEN POLICE DEPARTMENT'S** contribution to the **HIDALGO COUNTY HIDTA TASK FORCE**.

NOW, THEREFORE, in consideration of the foregoing and the transfer certain surplus equipment, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **McALLEN POLICE DEPARTMENT** hereby agree as follows:

1. The **HIDALGO COUNTY HIDTA TASK FORCE** will permanently transfer to the **McALLEN POLICE DEPARTMENT** certain surplus equipment owned by the **HIDALGO COUNTY HIDTA TASK FORCE** which is designated as:
 - **ONE (1) 1993 CHEVROLET VAN, DISPLAYING VIN#1GCDG15H7PF301079, TO INCLUDE ALL AFFIXED EQUIPMENT**

Such surplus equipment is being permanently transferred in "as-is" condition and the **HIDALGO COUNTY HIDTA TASK FORCE** makes no warranty in any manner as to the fitness of the equipment for any purpose.

2. Such equipment is to be delivered to the **McALLEN POLICE DEPARTMENT** and **shall be solely used for "law enforcement purposes"** by the **McALLEN POLICE DEPARTMENT** as set forth under **THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPTER 59.**
3. The **McALLEN POLICE DEPARTMENT** shall solely be responsible for all expenditures and requirements of said equipment as set forth under **THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPTER 59.**

Executed effective the _____ day of _____, 2009

COUNTY OF HIDALGO

BY: _____
JUAN D. SALINAS, COUNTY JUDGE

BY: _____
RENE GUERRA, COUNTY DISTRICT ATTORNEY

HIDALGO COUNTY HIDTA TASK FORCE

BY: _____
DORA L. MUNOZ, COMMANDER

McALLEN POLICE DEPARTMENT

BY: _____
**VICTOR RODRIGUEZ, McALLEN
CHIEF OF POLICE**

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

By:
Date: 7-1-09

AI-16262

15.B.

**Cell phones
CC REGULAR**

Date: 07/07/2009
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Rene Guerra, Criminal District Attorney
Department: HIDTA
Agenda Category: HIDTA - Task Force

Information

CAPTION

Discussion, consideration, and approval to add four (4) cell phones and air cards for the Hidalgo County District Attorney's office to be in accordance with the current cell phones used by the Hidalgo County HIDTA Task Force.

BACKGROUND

The Hidalgo County District Attorney's Office will reimburse the Hidalgo County HIDTA Task Force

The Hidalgo County Information Technology Department approved request for cell phones and air cards.

Fiscal Impact

FISCAL YEAR: 2009
FUNDS AVAILABLE Y/N?: Y

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

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Obj. 532 Wireless Devices: Available Balance as of 7-1-09 \$4,000.00.

Obj. 664 Other Minor Equip: Available Balance as of 7-1-09 \$4,703.28.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/30/2009 01:28 PM	APRV
2	Ivan Cantu	Ivan Cantu	07/01/2009 10:04 AM	APRV
3	Auditor's Office		07/02/2009 05:09 PM	NEW

Form Started By: Nelda Olivarez
Started On: 06/30/2009 10:47 AM
Final Approval Date: 07/02/2009

The Salvation Army agreement extension CC REGULAR

Date: 07/07/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Requesting authorization to extend agreement with The Salvation Army-ESG Surplus Funds until Sept. 30, 2009. The agreement terminated June 30, 2009.

BACKGROUND

UCP is requesting authorization to amend the agreement between The Salvation Army and the Hidalgo County ESG Surplus Funds Program until Sept. 30, 2009. HUD had requested that the Hidalgo County-Urban County expend surplus funds that had not been recaptured from prior years. The agreement had been presented and approved by Commissioners' Court on March 17, 2009 with a deadline of June 30, 2009. The allotted time for expenditure of these funds was not sufficient; therefore, we are requesting an extension of the agreement from June 30, 2009 until Sept. 30, 2009.

The grant awarded to The Salvation Army in the amount of \$ 206,453.41 will not change.

Fiscal Impact

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

Surplus funds will be expended through Sept. 30, 3009.

Attachments

Link: [salvation army exhibit](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/01/2009 09:15 AM	APRV
2	Erika Zamora	Erika Zamora	07/02/2009 09:47 AM	APRV
3	Auditor's Office		07/02/2009 05:09 PM	NEW
Form Started By: Estella Webber			Started On: 06/30/2009 05:01 PM	
Final Approval Date: 07/02/2009				

AMENDMENT TO EXHIBIT "A"

PERFORMANCE STATEMENT

The U.S. Department of Housing & Urban Development has requested that the Hidalgo County-Urban County Program utilize Surplus Funds that were not recaptured from prior years. Agreements for the awarding of the Surplus Funds were presented and approved by Commissioners' Court on March 17, 2009.

THE SALVATION ARMY, having been certified as a non-profit, has been allocated Emergency Shelter Grant Surplus Funds (ESG). The non-profit shall carry out the following activities identified in its ESG Surplus Funds Program Application:

MAINTENANCE & OPERATIONS / ESSENTIAL SERVICES/HOMELESS PREVENTION ACTIVITIES

The Salvation Army shall utilize the ESG Surplus funds for maintenance and operations of their emergency shelter. The funds are used to maintain and operate the shelter; food, clothing, telephone, utilities, furniture, equipment, furnishings; essential services, and homeless prevention services. A total of \$206,453.41 was awarded to the Salvation Army as follows:

\$ 114,495.72 for maintenance and operations; \$32,764.35 in essential services; and \$59,193.34 for homeless prevention activities.

The agreement was approved beginning March 17, 2009 and ends June 30, 2009. The agreement was for 3 ½ months.

This request is to amend the ESG Surplus Funds agreement with The Salvation Army from June 30, 2009 through Sept. 30, 2009.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON JULY 7, 2009.

County:
HIDALGO COUNTY

Non-Profit:
THE SALVATION ARMY

Name

Name

Urban County Program Director
Title

Executive Director
Title

Date

Date

STATE OF TEXAS }

COUNTY OF HIDALGO }

DIANA R. SERNA AND _____, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained there in contained are true.

Subscribed and sworn before me this _____ day of _____, 2009.

Notary Signature

AI-16290

16.B.

Playground equipment - Pct. # 1
CC REGULAR

Date: 07/07/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Hidalgo County Precinct No. 1 is requesting authority to contract for the installation of playground equipment at Sunrise/Sunset Park through Hidalgo County's membership and participation with TASB (BuyBoard) awarded vendor The PlayWell Group in the amount of \$18,754.84.

BACKGROUND

The PlayWell Group is a vendor through BuyBoard Contract #269-07 for the installation of the playground equipment in the amount of \$18,754.84. (see attached quote)

Vendor: The PlayWell Group
Contract Amount: \$18,754.84

Funds Available: \$85,995.22 UCP Year 21 (2008) Pct 1 Parks, Recreational Facilities

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: URBAN COUNTY FUNDS

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds Available: \$85,995.22 UCP Year 21 (2008) Pct 1 Parks, Recreational Facilities

Attachments

Link: [park equip quote](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/01/2009 09:27 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	07/01/2009 01:52 PM	APRV
3	Auditor's Office		07/02/2009 05:09 PM	NEW

Form Started By: Estella Webber
Started On: 06/30/2009 05:33 PM
Final Approval Date: 07/02/2009

COUNTY *of* HIDALGO



SYLVIA S. HANDY

County Commissioner, Pct. 1

1902 Joe Stephens Ave.

Weslaco, TX 78596

(956) 968-8733

June 29, 2009

Mrs. Lupita Garcia
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: Park Equipment Installation
2008 Parks, Recreational Facilities

Dear Mrs. Garcia:

Hidalgo County Pct. #1 has purchased two playground systems, three bay swings, timbers, fiber and geofabric to be installed at the Sunrise/Sunset Park as part of the 2008 Parks, Recreational Facilities Project. At the outset of the 2008 Park, Recreational Facilities Project Pct. #1 was to use park and buildings and grounds staff to install these play systems. Due to the complexity of these play systems and the issue of liability Pct. #1 has opted to use buyboard approved vendor, The PlayWell Group, for the installation of the aforementioned play ground equipment. The total price for installation services is \$18,754.84.

Attached is the quote provided by the PlayWell Group.

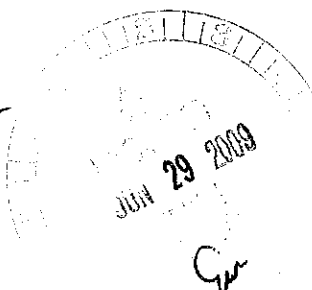
Pct. 1 is requesting this item be placed on the July 7, 2009 Hidalgo County Commissioners Court Agenda.

If you need additional information, please contact Juan J. Ybarra, Pct. 1 CDBG Coordinator at (956) 968-8733.

Sincerely,

A handwritten signature in black ink, appearing to read "P.R. Avila".

P.R. Avila
Director of Operations
Hidalgo County Pct. #1



The PlayWell Group

toll free: (800) 726-1816

free fax: (800) 560-9150

Quotation# **028964**

Customer ID 00006328	Contact Juan Ibarra	
Customer PO None	Telephone (956) 973-7821	Facsimile (956) 318-2629

Bill To:

Ship To:

Hidalgo Cty Precinct 1
1902 Joe Stephens Avenue
Weslaco, TX 78596

Hidalgo Cty Precinct 1
Mile 11 N & 1 1/2 Mile W
Weslaco, TX 78596

Special Order ☐ Drop Ship ☒

Quote Date 06/24/2009	Comments Hidalgo Cty Precinct 1/Install			Special Instructions		Terms NET 30
Ship Via BEST WAY	Date Required 08/24/2009	FOB Factory	Prepared By TR	Order#	Salesperson	
Quantity	Item#	Description			Price	Total
1 EACH	IGAS-INSTALL	Installation of Two Playground Systems Three Bay Swings, Timbers, Fiber & Geofabric. This Price Also Includes Footings for all Systems.			\$18,754.84	\$18,754.84
1 EACH	BUY BOARD	Buy Board The BuyBoard makes shopping for those much-needed products and services a snap. Each product and service on the BuyBoard has been carefully and competitively bid and awarded based on Texas Statutes, eliminating the need for your organization to go through the bidding process.			\$0.00	\$0.00

Comments

This Quotation is good for 30 Days from the date listed above. We appreciate the opportunity to quote and look forward to serving your needs. To order, please fax this signed form including Terms and Conditions, color choices if necessary and confirm the shipping address. We reserve the right to charge and collect interest in the amount of 1.5% per month if payment is not received in full in accordance with the terms set forth. Play Safely & PlayWell.

Sub Total	\$18,754.84
Sales Tax	\$0.00
Freight	\$0.00
Grand Total	\$18,754.84
Deposit	\$0.00
Balance	\$18,754.84

Approved By: _____ Date: _____

AI-16286

16.C.

**Discharge Policy - UCP
CC REGULAR**

Date: 07/07/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Consideration and Approval of County of Hidalgo Urban County Program Discharge Policy

BACKGROUND

A Discharge Policy as required by U.S. Department of Housing & Urban Development prior to execution of Grant agreement.

Fiscal Impact

Attachments

Link: [Discharge Policy](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/01/2009 09:19 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	07/01/2009 01:55 PM	APRV
3	Erika Zamora	Erika Zamora	07/02/2009 01:46 PM	APRV
4	Auditor's Office		07/02/2009 05:09 PM	NEW

Form Started By: Estella Webber
Started On: 06/30/2009 05:11 PM
Final Approval Date: 07/02/2009



HIDALGO COUNTY

Urban County Program

Discharge Policy

Effective: July 7, 2009

MISSION

The mission of this policy is to ensure commitment that all persons released from publicly funded institutions or systems of care are not released into homelessness.

The Urban County Program will work with area agencies to provide mechanisms to link homeless persons with as many mainstream resources as possible prior to discharge.

HUD DEFINITION OF HOMELESS PERSON

The term "homeless" or homeless individual or homeless person" includes:

1. An individual who lacks a fixed, regular, and adequate nighttime residence; and
2. An individual who has a primary nighttime residence that is
 - a. a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
 - b. an institution that provides a temporary residence for individuals intended to be institutionalized; or
 - c. a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

HUD DEFINITION OF CHRONIC HOMELESSNESS

A "chronically homeless" person is defined as an unaccompanied homeless individual with a disabling condition who has either been continuously homeless for a year or more, OR has had at least four

episodes of homelessness in the past three years.

In order to be considered chronically homeless, a person must have been sleeping in a place not meant for human habitation (e.g., living on the streets) and/or in an emergency homeless shelter. A disabling condition is defined as a diagnosable substance use disorder, serious mental illness, developmental disability, or chronic physical illness or disability including the co-occurrence of two or more of these conditions. A disabling condition limits an individual's ability to work or perform one or more activities of daily living.

HIDALGO COUNTY URBAN COUNTY PROGRAM'S ROLE

The Urban County Program will effectively administer the Community Development Block Grant Program (CDBG), HOME Program, Emergency Shelter Grant Program (ESG), and Homeless Prevention & Rapid Re-Housing Program (HPRP). The Urban County Program will ensure that funding be appropriated to agencies in the community committed to providing shelter and social services as well as homeless prevention services to homeless persons and agencies committed to permanent housing activities.

Urban County will monitor the CDBG, HOME, ESG, and HPRP grant recipients to ensure compliance with individual programs and activities.

Urban County will identify and partner with agencies in the community who provide transitional and permanent housing, emergency shelters, and social services for homeless persons to access.

AGENCY ROLES

Urban County will ensure that agencies in the community who receive Urban County program funding and who work directly with homeless persons have an enforceable policy to prevent homelessness.

Urban County recipients will recognize that homeless persons face particular barriers to housing and access to resources, therefore the discharge planning process will begin as soon as possible after admission to agency or public facility.

Urban County recipients will conduct a social services needs assessment for homeless persons immediately following admission and again prior to discharge.

Urban County recipients will make every effort to provide transitional or permanent housing to homeless individuals and social services should continue to be provided.

If "temporary" shelter placement is unavoidable, agencies must document the reason for the placement. Active case management should focus on locating a suitable housing alternative as well as ensuring that the individual continues to receive appropriate services.

If a homeless individual exercises the right to refuse treatment and or aid with placement, Urban County recipients should document refusal. Documentation should include case management efforts.

Women Together agreement extension
CC REGULAR

Date: 07/07/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Requesting authorization to extend agreement with Mujeres Unidas/Women Together-ESG Surplus Funds until Sept. 30, 2009. The agreement terminated June 30, 2009.

BACKGROUND

UCP is requesting authorization to amend the agreement between Mujeres Unidas/Women Together and the Hidalgo County ESG Surplus Funds Program until Sept. 30, 2009. HUD had requested that the Hidalgo County-Urban County expend surplus funds that had not been recaptured from prior years. The agreement had been presented and approved by Commissioners' Court on March 17, 2009 with a deadline of June 30, 2009. The allotted time for expenditure of these funds was not sufficient; therefore, we are requesting an extension of the agreement from June 30, 2009 until Sept. 30, 2009.

The grant awarded to Mujeres Unidas/Women Together in the amount of \$ 75,000.00 will not change.

Fiscal Impact

Attachments

Link: [Women together exhibit](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/01/2009 09:23 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	07/01/2009 01:48 PM	APRV
3	Auditor's Office		07/02/2009 05:09 PM	NEW
Form Started By: Estella Webber			Started On: 06/30/2009 05:24 PM	
Final Approval Date: 07/02/2009				

AMENDMENT TO EXHIBIT "A"

PERFORMANCE STATEMENT

The U.S. Department of Housing & Urban Development has requested that the Hidalgo County-Urban County Program utilize Surplus Funds that were not recaptured from prior years. Agreements for the awarding of the Surplus Funds were presented and approved by Commissioners' Court on March 17, 2009.

MUJERES UNIDAS/WOMEN TOGETHER, having been certified as a non-profit, has been allocated Emergency Shelter Grant Surplus Funds (ESG). The non-profit shall carry out the following activities identified in its ESG Surplus Funds Program Application:

MAINTENANCE & OPERATIONS

Mujeres Unidas/Women Together shall utilize the ESG Surplus funds for maintenance and operations of their 4 centers; Emergency Shelter, Transitional Housing, Family Justice Center, and the McAllen Outreach Center. Their emergency shelter houses victims of domestic abuse and their children. The funds are used to maintain and operate the shelter; food, clothing, telephone, utilities, furniture, equipment, furnishings. A total of \$75,000 was awarded to Mujeres Unidas/Women Together as follows:

\$ 75,000 for Maintenance and Operations.

The contract for Mujeres Unidas/Women Together was approved beginning March 17, 2009 and ends June 30, 2009. The agreement was for 3 ½ months.

This request is to amend the ESG Surplus Funds agreement with Mujeres Unidas/Women Together from June 30, 2009 through Sept. 30, 2009.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON JULY 7, 2009.

County:
HIDALGO COUNTY

Non-Profit:
MUJERES UNIDAS/WOMEN TOGETHER

Name

Urban County Program Director
Title

Name

Executive Director
Title

Date

Date

STATE OF TEXAS }

COUNTY OF HIDALGO }

DIANA R. SERNA AND _____, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained there in contained are true.

Subscribed and sworn before me this _____ day of _____, 2009.

Notary Signature

Advocacy Resource Center for Housing agreement extension

CC REGULAR

Date: 07/07/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Requesting authorization to extend agreement with the Advocacy Resource Center for Housing-ESG Surplus Funds until Sept. 30, 2009. The agreement terminated June 30, 2009.

BACKGROUND

UCP is requesting authorization to amend the agreement between the Advocacy Resource Center for Housing and the Hidalgo County ESG Surplus Funds Program until Sept. 30, 2009. HUD had requested that the Hidalgo County-Urban County expend surplus funds that had not been recaptured from prior years. The agreement had been presented and approved by Commissioners' Court on March 17, 2009 with a deadline of June 30, 2009. The allotted time for expenditure of these funds was not sufficient; therefore, we are requesting an extension of the agreement from June 30, 2009 until Sept. 30, 2009.

The grant awarded to Advocacy Resource Center for Housing in the amount of \$ 79,429.67 will not change.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** URBAN COUNTY FUNDS
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: [ARCH exhibit](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/01/2009 09:20 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	07/01/2009 11:44 AM	APRV
3	Auditor's Office		07/02/2009 05:09 PM	NEW
Form Started By: Estella Webber			Started On: 06/30/2009 05:16 PM	
Final Approval Date: 07/02/2009				

AMENDMENT TO EXHIBIT "A"

PERFORMANCE STATEMENT

The U.S. Department of Housing & Urban Development has requested that the Hidalgo County-Urban County Program utilize Surplus Funds that were not recaptured from prior years. Agreements for the awarding of the Surplus Funds were presented and approved by Commissioners' Court on March 17, 2009.

ADVOCACY RESOURCE CENTER FOR HOUSING (ARCH), having been certified as a non-profit, has been allocated Emergency Shelter Grant Surplus Funds (ESG). The non-profit shall carry out the following activities identified in its ESG Surplus Funds Program Application:

ESSENTIAL SERVICES/HOMELESS PREVENTION ACTIVITIES

The Advocacy Resource Center for Housing (ARCH) shall utilize the ESG Surplus funds for essential services and homeless prevention. The funds are used to pay staff salaries for implementing the homeless prevention activities. A total of \$79,429.67 was awarded to ARCH as follows:

\$ 23,470.34 for essential services and \$55,959.33 for homeless prevention

The agreement for ARCH was approved beginning March 17, 2009 and ends June 30, 2009. The agreement was for 3 ½ months.

This request is to amend the ESG Surplus Funds agreement with the Advocacy Resource Center for Housing from June 30, 2009 through Sept. 30, 2009.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON JULY 7, 2009.

County:
HIDALGO COUNTY

Non-Profit:
ADVOCACY RESOURCE CENTER FOR HOUSING

Name

Name

Urban County Program Director
Title

Executive Director
Title

Date

Date

STATE OF TEXAS }

COUNTY OF HIDALGO }

DIANA R. SERNA AND _____, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained there in contained are true.

Subscribed and sworn before me this _____ day of _____, 2009.

Notary Signature

Consumer Credit Counseling of South Texas agreement extension CC REGULAR

Date: 07/07/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Requesting authorization to extend agreement with Consumer Credit Counseling of South Texas-ESG Surplus Funds until Sept. 30, 2009. The agreement terminated June 30, 2009.

BACKGROUND

UCP is requesting authorization to amend the agreement between Consumer Credit Counseling of South Texas and the Hidalgo County ESG Surplus Funds Program until Sept. 30, 2009. HUD had requested that the Hidalgo County-Urban County expend surplus funds that had not been recaptured from prior years. The agreement had been presented and approved by Commissioners' Court on March 17, 2009 with a deadline of June 30, 2009. The allotted time for expenditure of these funds was not sufficient; therefore, we are requesting an extension of the agreement from June 30, 2009 until Sept. 30, 2009.

The grant awarded to Consumer Credit Counseling of South Texas in the amount of \$ 95,683.68 will not change.

Fiscal Impact

Attachments

Link: Consumer Credit exhibit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/01/2009 09:21 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	07/01/2009 01:48 PM	APRV
3	Auditor's Office		07/02/2009 05:09 PM	NEW
Form Started By: Estella Webber			Started On: 06/30/2009 05:20 PM	
Final Approval Date: 07/02/2009				

AMENDMENT TO EXHIBIT "A"

PERFORMANCE STATEMENT

The U.S. Department of Housing & Urban Development has requested that the Hidalgo County-Urban County Program utilize Surplus Funds that were not recaptured from prior years. Agreements for the awarding of the Surplus Funds were presented and approved by Commissioners' Court on March 17, 2009.

CONSUMER CREDIT COUNSELING OF SOUTH TEXAS, having been certified as a non-profit, has been allocated Emergency Shelter Grant Surplus Funds (ESG). The non-profit shall carry out the following activities identified in its ESG Surplus Funds Program Application:

ESSENTIAL SERVICES/HOMELESS PREVENTION ACTIVITIES

Consumer Credit Counseling of South Texas shall utilize the ESG Surplus funds for essential services and homeless prevention. The funds are used to pay staff salaries for implementing the homeless prevention activities. A total of \$95,683.68 was awarded to Consumer Credit Counseling of South Texas as follows:

\$ 23,490.34 for essential services and \$72,193.34 for homeless prevention

The contract for Consumer Credit Counseling of South Texas was approved beginning March 17, 2009 and ends June 30, 2009. The agreement was for 3 ½ months.

This request is to amend the ESG Surplus Funds agreement with Consumer Credit Counseling of South Texas from June 30, 2009 through Sept. 30, 2009.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON JULY 7, 2009.

County:
HIDALGO COUNTY

Non-Profit:
CONSUMER CREDIT COUNSELING OF
SOUTH TEXAS

Name

Name

Urban County Program Director
Title

Executive Director
Title

Date

Date

STATE OF TEXAS }

COUNTY OF HIDALGO }

DIANA R. SERNA AND _____, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained there in contained are true.

Subscribed and sworn before me this _____ day of _____, 2009.

Notary Signature

AI-16268

17.A.

**Appointment of Deputy Constable Precinct 3
CC REGULAR**

Date: 07/07/2009
Submitted By: Rachel Cavazos, CONSTABLE PCT. #3
Submitted For: Larry Gallardo
Department: CONSTABLE PCT. #3
Agenda Category: Constables **Purchasing only:** Constables

Information

CAPTION

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

BACKGROUND

Deputy Constable Miguel Angel Zamora

Fiscal Impact

FISCAL YEAR: N/A **ACCT. #:** N/A
FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
NO FUNDING REQUIRED. rc

Attachments

Link: Local Government Code

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/30/2009 03:07 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	07/01/2009 10:58 AM	APRV
3	Auditor's Office		07/02/2009 05:09 PM	NEW

Form Started By: Rachel Cavazos
Started On: 06/30/2009 01:15 PM
Final Approval Date: 07/02/2009

LOCAL GOVERNMENT CODE

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

Amended by:

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

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

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

(A) has at least an associate's degree conferred

by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

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

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

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

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

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

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

Amended by:

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

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

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

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

SUBCHAPTER B. DEPUTIES

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

determines that the constable needs a deputy to handle the business originating in the precinct.

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

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

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

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

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

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

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

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

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

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

(2) exempt from Chapter 1702, Occupations Code.

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

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

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

that capacity.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, § 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1480, § 14.822, eff. Sept. 1, 2001.

SUBCHAPTER C. POWERS AND DUTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Amended by:

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

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

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

AI-16280

18.A.

Invoice/Claim

CC REGULAR

Date: 07/07/2009
Submitted By: Sandra De Leon, COUNTY JUDGE
Submitted For: Raul Lozano
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of claim/invoice with authority for Hidalgo County Treasurer to issue payment to Seacoast Telecommunications Service Bureau D/B/A Link2Exchange in the amount of \$1,593.00 (January thru April 2009) after they have reviewed, audited and processing procedures are completed by the Hidalgo County Auditor.

BACKGROUND

Mobile Wireless Services & Synchronization

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1100-413-00-110-006-0-341
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Req#158037 available amount \$1,593.00 for Seacoast Telecommunication Service Bureau.

For January thru April 2009 services.

Attachments

Link: [backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/01/2009 08:28 AM	APRV
2	Roland Garcia	Rolando Garcia	07/01/2009 02:02 PM	APRV
3	Auditor's Office		07/02/2009 05:09 PM	NEW

Form Started By: Sandra De Leon
Started On: 06/30/2009 03:36 PM
Final Approval Date: 07/02/2009

Link2Exchange
PO Box 216
Dover, NH 03820
Phone: 888-509-8555
Fax: 888-810-6205

**Link2Exchange
Invoice**

Sandra Deleon
County of Hidalgo - Information Technology Dept.
100 Cano 2nd Floor
Edinburg, TX 78539

Reg. number: 1184615688
From: 1/01/2009
To: 12/31/2009
Due upon receipt
Payment enclosed: _____

(Trim here and return upper portion)

Link2Exchange
PO Box 216
Dover, NH 03820
Phone: 888-509-8555
Fax: 888-810-6205

**Link2Exchange
Invoice**

#	Date	Service description	Amount
			-
2	01/01/2009	-- Sale Exchange Account -- Domain Premier Plus 25 min -- Recurring Fee (Jan 1, 2009 -- December 31, 2009), Exchange E- Mail: carlos.moreno@hidalgocountyjudge.com <i>8 months</i>	3,585.00 - <i>2,390.⁰⁰</i>
3	01/01/2009	-- Sale BES Account -- 10 accounts Recurring Fee (Jan 1, 2009 -- December 31, 2009), <i>8 months</i>	1,194.00 - <i>796.⁰⁰</i>
Total			4,779.00
Previous Balance			0.00 <i>* 3,186.⁰⁰ p</i>
Amount due US\$			4,779.00 -

Goods/services Received by: Sandra Deleon on 5/20/09
Invoice Received by: [Signature] on 5/23/09
Purchase Order #: 622895
Acct# 9-1100-413-00-110-006-0-341

* Amount Approved through
CC on 5/19/09

Email Addresses in system:

jd.salinas@hidalgocountyjudge.com
rigo.villarreal@hidalgocountyjudge.com
raul.lozano@hidalgocountyjudge.com
mari.gutierrez@hidalgocountyjudge.com
sandra.deleon@hidalgocountyjudge.com
brenda.garza@hidalgocountyjudge.com
belinda.alvarez@hidalgocountyjudge.com
mario.betancourt@hidalgocountyjudge.com
martin.carrasco@hidalgocountyjudge.com
chris.trevino@hidalgocountyjudge.com
maxine.elizondo@hidalgocountyjudge.com
roxanne.delagarza@hidalgocountyjudge.com
sofia.hernandez@hidalgocountyjudge.com
tony.pena@hidalgocountyjudge.com
terri.garcia@hidalgocountyjudge.com
info@hidalgocountyjudge.com
hilda.caceres@hidalgocountyjudge.com
cari.lambrecht@hidalgocountyjudge.com
gloria.rodriguez@hidalgocountyjudge.com
carlos.trevino@hidalgocountyjudge.com
rosie.ortiz@hidalgocountyjudge.com
rolando.benavides@hidalgocountyjudge.com
erika.reyna@hidalgocountyjudge.com

Blackberry Enterprise Server Addresses in system:

tony.pena@hidalgocountyjudge.com
sofia.hernandez@hidalgocountyjudge.com
jd.salinas@hidalgocountyjudge.com
roxanne.delagarza@hidalgocountyjudge.com
cari.lambrecht@hidalgocountyjudge.com
brenda.garza@hidalgocountyjudge.com
belinda.alvarez@hidalgocountyjudge.com
terri.garcia@hidalgocountyjudge.com
rolando.benavides@hidalgocountyjudge.com
chris.trevino@hidalgocountyjudge.com

Requisition No
00158037

Po No

Vendor
SEACOAST TELECOMMUNICATONS SERVICE BURE

Address
D/B/A LINK 2 EXCHANGE
P O BOX 216
DOVER NH 03820

Date Entered
06-30-2009

Status
Needs Approval by PURC

Owner
SDELEON

Line No	Quantity	Description	Unit Price	Payment Amount
1	4	premier plus exchange for e-mail archiving and storage for 25 acc	298.7500	1,195.00
2	4	blackberry server accounts (10) from 01/01/09 - 04/30/09	99.5000	398.00

		Total	1,593.00
Account Number	Description	Account Balance	Amount
9-1100-413-00-110-006-0-341	CO JUDGE-DATA MGMT & PROCESSING	221.00	1,593.00

AI-16285

18.B.

**VIDA Agreement Amendment
CC REGULAR**

Date: 07/07/2009
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Discussion, consideration, and approval of amendment to the General Fund Management Agreement between the County of Hidalgo and Valley Initiative for Development and Advancement (VIDA).

BACKGROUND

Fiscal Impact

<u>FISCAL YEAR:</u>	<u>ACCT. #:</u>
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>
<u>BUDGETARY IMPACT:</u> No funding required.	

Attachments

Link: [Amendment](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/01/2009 09:17 AM	APRV
2	Roland Garcia	Rolando Garcia	07/01/2009 03:50 PM	APRV
3	Auditor's Office		07/02/2009 05:09 PM	NEW
Form Started By: Erika Reyna			Started On: 06/30/2009 05:09 PM	
Final Approval Date: 07/02/2009				

STATE OF TEXAS §
COUNTY OF HIDALGO §

**FIRST AMENDMENT TO THE
GENERAL FUND
MANAGEMENT AGREEMENT**

This First Amendment to the General Fund Management Agreement (the “Agreement”) is entered into by and between the COUNTY OF HIDALGO, TEXAS (“COUNTY”), a political subdivision of the State of Texas, and Valley Initiative for Development and Advancement (“VIDA”), a non-profit corporation of the State of Texas, (collectively the “Parties”)

WITNESSETH:

WHEREAS, COUNTY AND VIDA on the 24th day of March, 2009 entered into a General Fund Management Agreement under the authority of the Texas Local Government Code Section 262.024(a)(10) and Texas Local Government Code Section 381.004;

WHEREAS, the Hidalgo County Commissioner’s Court duly approved the General Fund Management Agreement on the 24th day of March, 2009 as duly registered in agenda item 14627;

WHEREAS, it has become apparent to COUNTY and VIDA that certain provisions should be amended to ensure efficient operation under the agreement;

WHEREAS, it is understood by the Parties that only those provisions specifically listed in this agreement are amended and that all other terms and conditions in the original agreement remain with full force and effect;

WHEREAS, COUNTY believes that VIDA’s program provides a public benefit;

IT IS THEREFORE RESOLVED THAT the General Fund Management Agreement should be amended as follows:

AMENDED SECTIONS:

WHEREAS, VIDA will assist economically disadvantaged, underemployed & unemployed adults in Hidalgo County gain employment through skills development training for demand occupations in allied health in accordance with the goals and objectives of the Building Future Talent Program of Hidalgo County for stimulating local economic development and encouraging business location and commercial activity in the county; and

ARTICLE II
TERM

- 2.01 The term of this Agreement is for twelve (12) months beginning March 24, 2009 and ending March 24, 2010.

ARTICLE III
SERVICES

- 3.01 VIDA will operate the Project, through which it will provide skills development programs, job placement services and supportive services to economically disadvantaged, underemployed and unemployed individuals who reside in Hidalgo County. Vida will also assist economically disadvantaged, underemployed or unemployed individuals who fulfill one of the following two priority areas:

1. Reside in Hidalgo County and have an active case pending before the Child Abuse and Neglect Court; and
2. Reside in Hidalgo County and have an active case assigned to the Drug Court.

No less than 50% of the total number of individuals served shall reside in the suburban cities and unincorporated areas of Hidalgo County.

ARTICLE V
CONSIDERATION

- 5.03 VIDA shall provide written confirmation that the individuals listed in the monthly report reside in Hidalgo County or fulfill one of the two priority areas listed in Article III. Should any of the individuals listed in Exhibit "C" monthly report relocate outside Hidalgo County or not fulfill one of the two priority areas listed in Article III, that person shall be immediately removed from the Project. VIDA may, with written approval by the COUNTY, replace that individual but may only expend the balance of the funds allocated to the slot of the individual that was removed.
- 5.07 Upon termination of this Agreement, all unclaimed (30 days or older) salaries and wages must be returned to COUNTY in the following format:
- a. A cashier's check for the net total amount payable to "County of Hidalgo" shall be sent to the Hidalgo County Treasurer's Office (with a copy to the Hidalgo County's Department of Budget and Management); and
 - b. A listing showing each person's social security number, full name, last known complete address and amount owing to each individual.

ARTICLE VI
PERFORMANCE

- 6.01 Performance for the purpose of meeting contracted program requirements shall be determined based upon projected levels to clients to be served and expenditure levels.
- a. No less than 45% of the projected number of participants will have started or completed skills development training within four (4) months after the commencement of the contract and no less than 40% of the allocated funds will have been expended.
 - b. No less than 75% of the projected number of participants will have started or completed skills development training within nine (9) months after the commencement of the contract and no less than 75% of the allocated funds will have been expended.

VIDA will provide the Hidalgo County Department of Budget and Management with a memo assuring these requirements have been met no later than 10 business days after the specified deadlines.

IN WITNESS WHEREOF, this Amendment is executed in duplicate originals this _____ day of June, 2009.

COUNTY:
COUNTY OF HIDALGO

VIDA:
PROJECT VIDA

By: _____
Juan D. Salinas, III
County Judge

By: _____
Myra Caridad Garcia
Executive Director

ATTEST:

By: _____
Arturo Guajardo, Jr.
County Clerk

APPROVED AS TO LEGAL FORM:

Antonio Mendoza
Assistant Criminal District Attorney

AI-16335

18.C.

**Resolution - Bill Summers International Boulevard
CC REGULAR**

Date: 07/07/2009
Submitted By: Roxanne De La Garza, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Approval of resolution supporting the change of Farm-to-Market Road 1015 between U.S. Highway 83 and the Progreso International Bridge to Bill Summers International Boulevard.

BACKGROUND

Resolution will be presented in court.

Fiscal Impact

<u>FISCAL YEAR:</u>	<u>ACCT. #:</u>
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>
<u>BUDGETARY IMPACT:</u> No Fiscal Impact.	

Attachments

Link: [SB 1997 Info](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/02/2009 02:16 PM	APRV
2	Roland Garcia	Rolando Garcia	07/02/2009 03:37 PM	APRV
3	Auditor's Office		07/02/2009 05:09 PM	NEW
Form Started By: Roxanne De La Garza			Started On: 07/02/2009 01:47 PM	
Final Approval Date: 07/02/2009				

SB 1997
AN ACT

relating to the designation of Farm-to-Market Road 1015 in Hidalgo County as the Bill Summers International Boulevard.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. PURPOSE. The purpose of this Act is to recognize Bill Summers for his unselfish sacrifices in developing a close relationship between the Rio Grande Valley and the State of Tamaulipas, United Mexican States.

SECTION 2. AMENDMENT. Subchapter B, Chapter 225, Transportation Code, is amended by adding Section 225.077 to read as follows:

Sec. 225.077. BILL SUMMERS INTERNATIONAL BOULEVARD.

(a) **Farm-to-Market Road 1015 between U.S. Highway 83 and the Progreso International Bridge** is designated as the Bill Summers International Boulevard.

(b) Subject to Section 225.021(c), the department shall design and construct memorial markers indicating the highway number, the designation as the Bill Summers International Boulevard, and any other appropriate information.

(c) The department shall erect a marker at each end of the boulevard and at appropriate intermediate sites along the boulevard.

(d) The requirement that a recognized individual be deceased under Section 225.001(c) does not apply to this section.

SECTION 3. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2009.

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1997 passed the Senate on April 16, 2009, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

I hereby certify that S.B. No. 1997 passed the House on May 26, 2009, by the following vote: Yeas 144, Nays 0, one present not voting.

Chief Clerk of the House

Approved:

Date

Governor

AI-16338

19.A.

**County Court at Law No. 1 - Creation of Positions
CC REGULAR**

Date: 07/07/2009
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET &
MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Salary Schedule Changes

Information

CAPTION

1. Approval to increase the salaries of the following court employees:

Slot No.	Position Title	Current Salary	Proposed Salary	Net Increase
0003	Court Coordinator	\$61,795.00	\$64,000.00	\$2,205.00
0004	Bailiff/Interpreter	\$44,100.00	\$46,000.00	\$1,900.00
0005	Court Administrator	\$44,835.00	\$46,835.00	\$2,000.00

2. Approval of Intradepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-00-021-001-0-890

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

BUDGETARY IMPACT:

Funds available as of 7/06/09

Attachments

Link: [Fiscal Note](#)

Link: [LIT](#)

Link: [Revised salary schedule](#)

Link: [Memo](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	07/02/2009 04:53 PM	APRV
2	Budget & Management	Erika Zamora	07/02/2009 04:56 PM	APRV

3 Damaris San Miguel

07/02/2009 05:09 PM NEW

Form Started By: Sylvia Solis

Started On: 07/02/2009 03:04
PM

Final Approval Date: 07/02/2009

Hidalgo County
Department of Budget & Management
FISCAL NOTE

**Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.*

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, July 07, 2009

Agenda Item: 16338

Summary of request/proposal:

County Court at Law No. 1 is requesting approval to increase the salaries of slot no. 0003 budgeted salary from \$61,795.00 to \$64,000.00; slot no. 0004 budgeted salary from \$44,100.00 to \$46,000.00; and slot no. 0005 budgeted salary from \$44,835.00 to \$46,835.00. Pending CC approval.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	COURT COORDINATOR	0003	113	61,795.00	64,000.00	2,205.00
1100	BAILIFF	0004	113	44,100.00	46,000.00	1,900.00
1100	COURT ADMINISTRATOR	0005	113	44,835.00	46,835.00	2,000.00
TOTAL				150,730.00	156,835.00	6,105.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-412-00-021-001-0-	113	CCL NO. 1 -	REG F/T EMPLOYEES	\$2,783.51
9-1100-412-00-021-001-0-	211	CCL NO. 1 -	HEALTH INSURANCE	
9-1100-412-00-021-001-0-	212	CCL NO. 1 -	LIFE INSURANCE	
9-1100-412-00-021-001-0-	220	CCL NO. 1 -	FICA	\$212.94
9-1100-412-00-021-001-0-	230	CCL NO. 1 -	RETIREMENT	\$251.07
9-1100-412-00-021-001-0-	250	CCL NO. 1 -	UNEMPLOYMENT COMP	\$13.92
9-1100-412-00-021-001-0-	260	CCL NO. 1 -	WORKER'S COMP	\$5.57
2009 Budgetary Impact				\$3,267.01

2010 Budgetary Impact:

Possible Funding Sources:

No Recommendation - County Policy only provides salary adjustments for position reclassifications. Previously, legal counsel and the County Auditor have recommended non-approval on like request.

Budget Office Recommendation:

DATE: July 6, 2009

2009 Transfer



DEPARTMENT
HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT Department of Budget & Management for
NAME: County Court At Law No. 1

**ACCOUNT
NUMBER:** 9-1100-412-00-021-001-0-XXX

Contact Person: Sylvia V. Solis

Ph#: (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

**COMMISSIONER COURT
2009 SALARY SCHEDULE**

9-1100-412-00-021-001-0

AI - 16338

CCL #1

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	JUDGE COURT-AT-LAW	142,915.00	0.00	142,915.00	0	0.00	0.00	142,915.00	142,915.00	0.00	0.00	0.00	8,000.00	0.00	150,915.00
0002	113	COURT REPORTER	71,500.00	0.00	71,500.00	0.1	3,575.00	1,925.00	77,000.00	77,000.00	300.00	0.00	0.00	0.00	0.00	77,300.00
0003	113	COURT COORDINATOR	58,852.00	0.00	58,852.00	0.1	2,942.60	0.00	~~61,795.00~~ 64,000.00	61,795.00	660.00	0.00	0.00	0.00	0.00	62,455.00
0004	113	BAILIFF/ INTERPRETER	42,000.00	0.00	42,000.00	0.1	2,100.00	0.00	~~44,100.00~~ 46,000.00	44,100.00	420.00	0.00	0.00	0.00	0.00	44,520.00
0005	113	COURT ADMINISTRATOR/ INTE	42,700.00	0.00	42,700.00	0.1	2,135.00	0.00	~~44,835.00~~ 46,835.00	44,835.00	0.00	6,000.00	0.00	0.00	0.00	50,835.00
			357,967.00	0.00	357,967.00		10,752.60	1,925.00	527,480.00	370,645.00	1,380.00	6,000.00	0.00	8,000.00	0.00	386,025.00

Approval to increase the salaries of slot no. 0003 budgeted salary from \$61,795.00 to \$64,000.00; slot no. 0004 budgeted salary from \$44,100.00 to \$46,000.00; and slot no. 0005 bugeted salary from \$44,835.00 to \$46,835.00. Pending CC approval.

RODOLFO "RUDY" GONZALEZ

JUDGE, COUNTY COURT AT LAW NO. 1
HIDALGO COUNTY COURTHOUSE
100 N. Closter, 3rd Floor
EDINBURG, TEXAS 78539
(956) 318-2375



Toni Garcia
COURT COORDINATOR
Dora A. Gutierrez
ASST. COURT COORD / INTERPRETER
Cindi Cavazos, CSR
OFFICIAL COURT REPORTER
Fred L. Horner
COURT BAILIFF

MEMORANDUM

TO: RAUL SILGUERO/MONICA BADILLO
FROM: JUDGE RODOLFO "RUDY" GONZALEZ
FAX: (956) 292-7034
SUBJ: COURT 1 STAFF SALARIES
DATE: JUNE 26, 2009

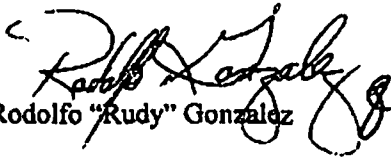
As per our previous discussion and agreement with the budget department in October, 2008,
please place the following on the agenda:

Salary Increase for:

- 1) Maria Antonia Garcia - Court Coordinator - \$64,000
- 2) Dora Gutierrez - Court Administrator/Interpreter - \$46,835 + \$6,000 (Total: \$52,835)
- 3) Fred L. Horner - Court Bailiff - \$46,000

Should you have any questions or concerns, please feel free to contact me.

Sincerely,


Rodolfo "Rudy" Gonzalez

AI-16247

20.A.

**Operation Stonegarden Grant - City of Hidalgo
CC REGULAR**

Date: 07/07/2009
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.
Agenda Category: Sheriff's Office

Information

CAPTION

Sheriff Office Operation Stonegarden Grant (1284):
Approval of budget amendment for \$79,128.00 for the City of Hidalgo, pursuant to sub-recipient interlocal agreement with the County of Hidalgo for the Operation Stonegarden Grant from the Governor's Division of Emergency Management.

BACKGROUND

The sub-recipient interlocal agreement between Hidalgo County and the City of Hidalgo was presented at CC on 06/30/09 (Agenda Item #18A, A1-16129).

The budget includes provisions for overtime, the city's fringe benefits, and the purchase of vehicles.

No local cash match is required.

\$2,480,000 Operation Stonegarden Grant Certification of Revenues letter as certified by the County Auditor was prepared on 5-1-09.

Fiscal Impact

FISCAL YEAR: 2009
FUNDS AVAILABLE Y/N?:

ACCT. #: 9-1284-421-00-280-049-1-XXX
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No local cash matching funds are required.

Appropriation of funds for the Stonegarden Grant for the City of Hidalgo in the amount of \$79,128.00

Revenue account# 9-1284-331-10-280-049-1-000

Attachments

Link: [Budget - Hidalgo city](#)

Link: [Certification of Revenues - reference](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Pat Medina	Pat Medina	06/30/2009 02:46 PM	APRV
2	Budget & Management	Erika Zamora	06/30/2009 03:05 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/01/2009 03:09 PM	APRV
4	Auditor's Office		07/02/2009 05:09 PM	NEW

Form Started By: Emilia Uriegas Started On: 06/29/2009 10:31 AM

Final Approval Date: 07/02/2009

DEPARTMENT HEAD:	Sheriff Guadalupe "Lupe" Trevino/Mayor John David Fra
DEPARTMENT NAME:	Operation Stonegarden--City of Hidalgo
ACCOUNT NUMBER:	9-1284-421-00-280-049-1-XXX

I would like to request the following Amendments (increases) to my budget in accordance with Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME
9-1284-421-00-280-049-1-131	Overtime
9-1284-421-00-280-049-1-220	FICA
9-1284-421-00-280-049-1-250	Unemployment Compensation
9-1284-421-00-280-049-1-260	Workers' Compensation
9-1284-421-00-280-049-1-841	Aid to Governmental Agencies

9-1284-331-10-280-049-1-000

Stonegarden (Hidalgo) Revenues
Office of the Governor--Division of Emergency
Management

REASON: To appropriate budget for the Operation Stonegarden Sub-Recipient grant award Hidalgo from the Office of the Governor, Division of Emergency Management.

**Federal Grant Award Number 2008-SG-T8-0009; SAA Award Number 08-48215-C
Grant Period is September 01, 2008 to May 01, 2011.**

DAT]

ATTEST COUN

anz

de, Chapter

th Local Government

AMOUNT
28,800.00
2,203.20
293.76
1,010.88
46,820.16

79,128.00

79,128.00

79,128.00

to the City of

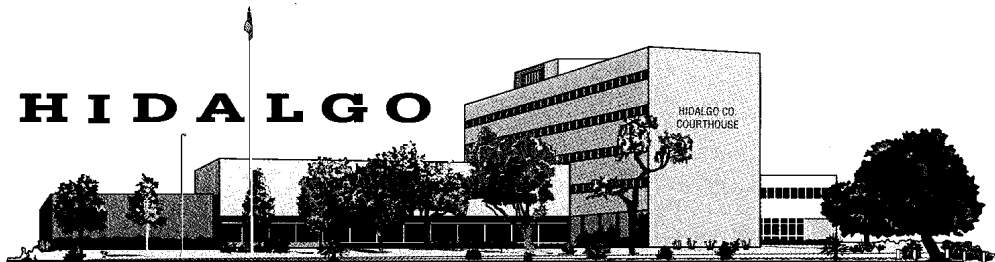
01.

/

E

ITY CLERK

COUNTY *of* HIDALGO



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

EDINBURG, TEXAS 78539

May 1, 2009

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of the following grant award from the Governor's Division of Emergency Management. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
\$2,480,000.00	2008-SG-T8-0009 Operation Stonegarden Grant (OSG)

CERTIFIED BY:


Raymundo Eufracio, CPA
Hidalgo County Auditor

5/1/09

Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-16251**20.B.****Cellular Phone Request
CC REGULAR**

Date: 07/07/2009
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.
Agenda Category: Sheriff's Office

Information**CAPTION**

Pursuant to Hidalgo County Cellular Telephone Policy, requesting approval of cell phone equipment and service for the period of July 2009 to May 2010 for Officer James Moon thru the Gulf Coast Violent Offender and Fugitive Task Force II grant with the U.S. Marshals Service (Account No. 9-1284-421-00-280-063-0-XXX).

BACKGROUND

No local monies are required. The grant budget was approved by commissioners' court on 06/30/09 (Agenda No. 18B. A1-16152).

Fiscal Impact

FISCAL YEAR: 2009
FUNDS AVAILABLE Y/N?: Y
ACCT. #: 9-1284-421-00-280-063-0-XXX
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

532-->Funding available as of 06/30/09 \$630.00
619-->Funding available as of 06/30/09 \$70.00

Attachments

Link: [cellular phone request](#)

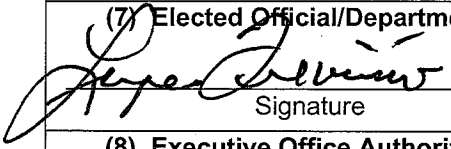
Link: [signed form](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Pat Medina	Pat Medina	06/30/2009 02:46 PM	APRV
2	Budget & Management	Erika Zamora	06/30/2009 03:06 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/01/2009 03:42 PM	APRV
4	Auditor's Office		07/02/2009 05:09 PM	NEW

Form Started By: Emilia Uriegas
Started On: 06/29/2009 03:26 PM
Final Approval Date: 07/02/2009

CELLULAR PHONE REQUEST FORM - W.1.2
HIDALGO COUNTY, TEXAS

(1) Type of Request:		
☐ Cellular Service Allowance (STIPEND)	☐ Equipment Replacement	
☒ County Owned Department Assigned Cellular Service	☐ Name Change	
☐ Delete Service		
☐ Other wireless device: ☐ Data card ☐ GPS ☐ Blackberry ☐ Other: _____		
STIPEND ONLY:		
(2) Requesting employee/position: _____		
Department #: _____ Employee ID #: _____ Office: _____		
(3) Type of duties:		
☐ Offsite duties ☐ On-call duties ☐ Law Enforcement / Emergency Response ☐ Other: _____		
(4) Describe how the use of this cell phone will benefit the county: _____		
COUNTY OWNED CELL PHONE ONLY:		
(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional \$10-\$15 per device for fees)		
Quantity: <u>1</u>		
Service: \$ <u>46.19</u> /mo (x) <u>6</u> months = <u>\$277.14</u>	Account: <u>9-1284-421-00-280-063-0-532</u>	
Service: \$ _____ /mo (x) _____ months = <u>\$0.00</u>	Account: _____	<u>-662</u>
Requisition Total: <u>\$300.00</u>		Requisition Number: _____
DATA CARDS, GPS or OTHER		
(6) Requesting employee/position: _____		
Department #: _____ Employee ID #: _____ Office: _____		
Service: \$ _____ /mo (x) _____ months = <u>\$0.00</u>	Account: _____	<u>-532</u>
Service: \$ _____ /mo (x) _____ months = <u>\$0.00</u>	Account: _____	<u>-662</u>
Requisition Total: _____		Requisition Number: _____
(7) Elected Official/Department Head Authorization for Request:		
 Signature	<u>GUADALUPE TREVINO</u> Print Name	<u>06/29/2009</u> Date
(8) Executive Office Authorization (Commissioner's Court Departments Only):		
_____ Signature	_____ Print Name	_____ Date
(9) IT DEPARTMENT ONLY:		
Service Type Codes: _____		

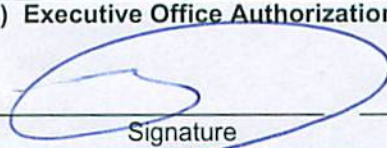
Commissioner's Court Action:

☐ Approved Date: _____ ☐ Disapproved

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

AF 16251

(1) Type of Request:		
☐ Cellular Service Allowance (STIPEND)	☐ Equipment Replacement	
☒ County Owned Department Assigned Cellular Service	☐ Name Change	
☐ Delete Service		
☐ Other wireless device: ☐ Data card ☐ GPS ☐ Blackberry ☐ Other:		
STIPEND ONLY:		
(2) Requesting employee/position: _____		
Department #: _____	Employee ID #: _____	Office: _____
(3) Type of duties:		
☐ Offsite duties ☐ On-call duties ☐ Law Enforcement / Emergency Response ☐ Other: _____		
(4) Describe how the use of this cell phone will benefit the county: _____		
COUNTY OWNED CELL PHONE ONLY:		
(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional \$10-\$15 per device for fees)		
Quantity: <u>1</u>		
Service: \$ <u>46.19</u> /mo (x) <u>6</u> months = <u>\$277.14</u>	Account: <u>9-1284-421-00-280-063-0-532</u>	
Service: \$ _____ /mo (x) _____ months = <u>\$0.00</u>	Account: _____	-662
Requisition Total: <u>\$300.00</u>	Requisition Number: _____	
DATA CARDS, GPS or OTHER		
(6) Requesting employee/position: _____		
Department #: _____	Employee ID #: _____	Office: _____
Service: \$ _____ /mo (x) _____ months = <u>\$0.00</u>	Account: _____	-532
Service: \$ _____ /mo (x) _____ months = <u>\$0.00</u>	Account: _____	-662
Requisition Total: _____	Requisition Number: _____	
(7) Elected Official/Department Head Authorization for Request:		
 Signature	<u>GUADALUPE TREVINO</u> Print Name	<u>06/29/2009</u> Date
(8) Executive Office Authorization (Commissioner's Court Departments Only):		
 Signature	<u>Valde Guerra</u> Print Name	<u>6/30/09</u> Date
(9) IT DEPARTMENT ONLY:		
Service Type Codes: _____		

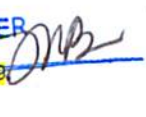
Commissioner's Court Action:

☐ Approved Date: _____

☐ Disapproved

RECEIVED

OFFICE OF EXECUTIVE OFFICER
ON: 6/30/09 Revised: 04/08/2009



AI-16302

21.A.

Request for Payment on claim/invoice**CC REGULAR**

Date: 07/07/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Precinct #2

Information**CAPTION**

Presentation for discussion, consideration, acceptance and approval of the following request for reimbursement as permitted under the County's approved Credit Card Fuel Policy for the personal expenditure for Pct #2 vehicle with authority for County Treasurer to issue payment/check after County Auditor's Office review and completion of processing procedures.

Vendor Name	Invoice#	Inv. Date	Amount	PO#
Remigo Huerta	22385	06/02/09	\$49.45	N/A

BACKGROUND

1. For fuel reimbursement.
2. For additional item purchased at Valley Garden Center.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1200-431-00-122-004-0-626
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available in the amount of \$4,509.88 as of 07/01/2009

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-466-00-122-082-0-609
FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available in the amount of \$5,001.04 as of 07/01/2009 (AI-16216 CCM 06/30/2009)

Attachments

Link: [Purchase Affidavit](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/01/2009 04:51 PM	APRV
2	Roland Garcia	Rolando Garcia	07/02/2009 11:24 AM	APRV

3 Auditor's Office

07/02/2009 05:09 PM NEW

Form Started By: Yolanda
Cisneros

Started On: 07/01/2009 01:06
PM

Final Approval Date: 07/02/2009

HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Remigio Huerta, do hereby stat that the item (s) listed on the invoices named below were purchased for exclusive use of Hidalgo County:

<u>INVOICE NO.</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>NAME OF COMPANY</u>
<u>TRAN#22385</u>	<u>06/02/2009</u>	<u>\$49.45</u>	<u>STRIPES #9101 - PHARR</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

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

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

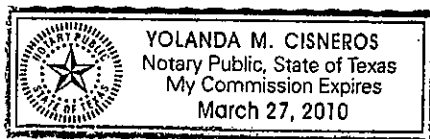
SIGNATURE: Barry Hunt

TITLE: MECHANIC IV

9-1200-431-00-122-004-0-626

Before me Yolanda M. Cisneros, a Notary Public, appeared Remigio Huerta and on his oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. He/ She further stated that he/she requested payment of the same.

Jalanda M. Cisneros
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



APPROVAL: _____ DEPARTMENT HEAD _____

APPROVAL: _____ COUNTY JUDGE

APPROVAL: COUNTY AUDITOR

Stripes # 9101

809 N Cage Blvd
Pharr, TX

TP48572976-001 PCC 9101
809 N CAGE
PHARR TX 78577

Descr.	qty	amount
<CUSTOMER COPY>		
UNLD CA #07	20.611G	49.45
	@ 2.399/ G	
Sub Total		49.45
Tax		0.00
TOTAL		49.45
CREDIT \$		49.45

*** MANUAL ***

CARD TYPE: AMEX

ACCT NUMBER: XXXX XXXXXX X1009

TRANS TYPE: SALE

APPROVAL: 155963

INVOICE: 248241

102 5274
inst 72

APPROVED 155963

Hidalgo County

THANKS, COME AGAIN

REG# 0002 CSH# 005 DR# 01 TRAN# 22385

06/02/09 10:22:00

ST# 9101

Remigio Huerta

AI-16305

22.A.

ICA - Co. & DD #1 (cleaning of ditches-Pct.4)

CC REGULAR

Date: 07/07/2009

Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE

Department: COMMISSIONERS' COURT EXEC. OFFICE

Agenda Category: Precinct #4

Information

CAPTION

Approval of Interlocal Cooperation Agreement between County of Hidalgo, Texas and Drainage District #1

BACKGROUND

For cleaning of HCID. 1 ditches

Fiscal Impact

Attachments

Link: [ICA](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/02/2009 08:10 AM	APRV
2	Manuel Chapa	Manuel Chapa	07/02/2009 03:48 PM	APRV
3	Auditor's Office		07/02/2009 05:09 PM	NEW
Form Started By: Monica Badillo			Started On: 07/01/2009 03:32 PM	
Final Approval Date: 07/02/2009				

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY, TEXAS
AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**

This Agreement (the "License Agreement" or "Agreement") is made and entered into as of the ____ day of _____, 2009, by and between **HIDALGO COUNTY, TEXAS** ("Licensor") and **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1** ("Licensee"), pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Licensor is a county created under the laws of the State of Texas;

WHEREAS, Licensee is a drainage district created under the law of the State of Texas;

WHEREAS, Licensee and Licensor, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain property within their boundaries, and are desirous to coordinate the provisions of this License Agreement in order to improve drainage within Hidalgo County.

WHEREAS, Licensee intends to clean and remove obstructions from certain drainage ditches which Licensor has acquired from or has obtained permission to utilize from Hidalgo County Irrigation District No. 1 (the "Ditches");

WHEREAS, hurricane season has begun and the Ditches are integral part of the drainage system of Licensee in the area where the Ditches are located;

WHEREAS, Licensor is willing to grant Licensee a license to enter upon Licensor's Ditches to clean the Ditches in order for Licensee to utilize the Ditches in Licensee's drainage system in the event of torrential rains;

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. License. Subject to the terms and conditions contained in this Agreement, Licensor hereby grants to Licensee a non-exclusive license (the "**License**") in, over, under and across the Ditches to clean and remove obstructions from the Ditches (the "**Permitted Use**"), and for no other purpose (the "Project"). The License is granted solely to the extent of Licensor's right, title and interest in the Ditches, without any express or implied warranties. **LICENSOR HAS NOT MADE AND DOES NOT HEREBY MAKE AND HEREBY SPECIFICALLY DISCLAIMS ANY**

REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE DITCHES.

Licensee has inspected the Ditches, accepts the same **"AS IS, WHERE IS, WITH ALL FAULTS,"** and agrees that Licenser is under no obligation to perform any work or provide any maintenance, repairs or materials to the Ditches for the benefit of Licensee.

2. Term of License. The term of the License shall begin on the date of this Agreement and, subject to paragraph 8 below, shall continue until the earlier of (a) the completion of the Project or (b) November 1, 2009. Following the termination of the License, the parties shall have no further rights or obligations under this Agreement (except for those obligations that survive the termination or expiration of the License). In the event Licensee retains possession of the Ditches or any portion thereof after the termination of the License, such possession and use shall be an unlawful detainer, and no tenancy or interest shall result from such possession; Licensee shall be subject to immediate removal. Licensee shall also pay all damages sustained by Licenser as a result of such holdover. The damages payable during any holdover period shall be payable to Licenser on demand.

3. Access to Ditches. Subject to the terms and conditions of this Agreement, Licensee shall have continuous access to the Ditches on a non-exclusive basis for the Permitted Use; provided, however, such access shall be limited to Licensee, its employees, contractors and other persons under its direct supervision who need to access the Ditches for the Permitted Use. Neither Licenser nor any of its affiliates, elected officials, officers, employees, agents, representatives, licensees or invitees (collectively, **"Licenser Parties"**) shall have any responsibility or liability for the conduct or safety of any of Licensee's elected officials, agents, representatives, contractors, employees, licensees, invitees or any other person afforded access to the Ditches by or on behalf of Licensee while such parties are using any part of the Ditches, **EVEN IF ANY LIABILITY, DAMAGE, LOSS, COST, EXPENSE, CLAIM, DEMAND, OR INJURY IS CAUSED BY THE STRICT LIABILITY OR NEGLIGENCE, (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF ANY LICENSOR PARTY**, it being understood and agreed that Licensee shall be solely liable for any liability, damage, loss, costs, expenses, claims, demands, actions, injury to or death of any such person (or any third party) which results from or arises out of the use of the Ditches by Licensee and/or its elected officials, agents, representatives, contractors, subcontractors, employees, licensees, invitees or any other such person from any cause. Licensee will keep the Ditches free from all liens and claims, legal or equitable, arising out of its activities, including mechanics' and materialmen's liens. If a lien or claim is filed by anyone claiming by, through or under Licensee, Licensee will discharge same within 10 days of filing by payment or posting of a surety bond. The provisions of this paragraph shall survive the termination or expiration of the License.

4. Maintenance of Ditches. At all times during the term of the License, Licensee shall maintain the Ditches in a good and safe condition. Licensee shall comply with all federal, state and local laws, rules, regulations, ordinances applicable to its use of the Ditches. Without limiting the foregoing, Licensee shall obtain any permits required for the Permitted Use prior to commencing such Permitted Use and shall at all times comply with the requirements of such permits.

5. Indemnity. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE HEREBY FULLY INDEMNIFIES, SAVES, AND HOLDS HARMLESS LICENSOR PARTIES AGAINST ANY AND ALL LIABILITY, DAMAGE, LOSS, COSTS, EXPENSES, CLAIMS, DEMANDS, AND ACTIONS OF ANY NATURE WHATSOEVER, ON ACCOUNT OF PERSONAL INJURY (INCLUDING WITHOUT LIMITATION, WORKERS' COMPENSATION AND DEATH CLAIMS) OR PROPERTY LOSS OR DAMAGE OF ANY KIND WHATSOEVER, WHICH ARISES, OR IS CLAIMED TO ARISE, DIRECTLY OR INDIRECTLY, OUT OF OR IS, OR IS CLAIMED TO BE, IN ANY MANNER CONNECTED WITH (A) THE USE OR OCCUPANCY OF THE DITCHES BY LICENSEE OR ITS OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, LICENSEES, INVITEES OR ANY OTHER PERSON AFFORDED ACCESS TO THE DITCHES BY OR ON BEHALF OF LICENSEE, OR (B) LICENSEE'S BREACH OF THIS AGREEMENT, INCLUDING ANY LIABILITY, DAMAGE, LOSS, COST, EXPENSE, CLAIM, DEMAND OR ACTION CAUSED BY THE STRICT LIABILITY OR NEGLIGENCE (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF ANY LICENSOR PARTY.** Licensee must, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon using counsel satisfactory to Licensor Parties and pay all attorneys' fees and all other costs and expenses of any kind arising from any aforesaid liability, damage, loss, claims, demands, and actions. The provisions of this paragraph shall survive the termination or expiration of the License.

6. Insurance. At all times during the term of the License, Licensee shall keep and maintain in full force and effect, and shall cause its contractors to keep and maintain in full force and effect, commercial general liability insurance covering injury or death of any person and damage to or destruction of property occasioned by, arising out of, or in connection with the use, occupancy or condition of the Ditches, and an automobile liability insurance covering injury or death of any person and damage to or destruction of property occasioned by, arising out of, or in connection all owned, non-owned, hired and borrowed automobiles. Such policies shall (a) be written on an occurrence basis and provide for the coverage to be primary and not contributory with any insurance carried or maintained by Licensor Parties, (b) contain a combined single limit of not less than \$5,000,000 with respect to each general liability policy and not less than \$500,000 with respect to each automobile liability policy for injury to or death of any person(s) or property damaged or destroyed, (c) be endorsed to provide that each insurer thereunder waives its right of subrogation against or contribution from Licensor Parties, and (d) be written by an insurance company or companies licensed to do business in Texas and otherwise reasonably satisfactory to Licensor. Licensee shall promptly deliver to Licensor policies or certificates of insurance evidencing all required insurance required to be maintained hereunder. Renewals thereof shall be delivered to Licensor at least ten (10) days prior to the expiration of the policy. Licensee shall maintain such other insurance coverages, including Worker's Compensation, as are required by any federal, state or local laws, rules, regulations, ordinances or permits applicable to its activities, including the Permitted Use. Notwithstanding the foregoing, to the extent permitted by applicable law, Licensee may self-insure against the risks that would otherwise be covered by the insurance policies described above, but only if (a)

Licensee has the financial capacity to adequately self-insure against such risks and (b) Licensee causes each of its contractors to keep and maintains in full force and effect the insurance coverages required by this paragraph at all times during the term of the License.

7. Hazardous Materials. Licensee will not cause or permit the storage, use, generation or disposition of Hazardous Materials in or about the Ditches without the prior written consent of the Licensors. A "**Hazardous Material**" is any substance (a) the presence of which requires notification, investigation or remediation under applicable federal, state or local laws, rules, regulations, ordinances and permits; or (b) which is defined, listed or regulated by any governmental authority as a "hazardous waste", "extremely hazardous waste", "solid waste", "toxic substance", "hazardous substance", "hazardous material" or "regulated substance", or otherwise regulated under applicable laws, rules, regulations, ordinances and permits, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and similar statutes. **TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, LICENSEE WILL INDEMNIFY AND DEFEND THE LICENSOR PARTIES AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) ARISING, OR ALLEGED TO ARISE, OUT OF ANY DEPOSIT, SPILL, DISCHARGE OR OTHER RELEASE OF HAZARDOUS MATERIALS THAT OCCURS IN OR FROM THE DITCHES AS A RESULT OF THE ACTIONS OR OMISSIONS OF ANY OF LICENSEE'S OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, LICENSEES, INVITEES OR ANY OTHER PERSON AFFORDED ACCESS TO THE DITCHES BY OR ON BEHALF OF LICENSEE WHILE SUCH PARTIES ARE USING ANY PART OF THE DITCHES.**

8. No Sublicense or Assignment. Licensee shall not assign its rights under this Agreement or grant any sublicense with respect to all or any portion of the Ditches without the prior written consent of Licensors. Any occupancy or use arrangement, assignment or sublease made without the prior written consent of Licensors shall be null and void.

9. No Interest in Real Property. The License, this Agreement nor the use of the Ditches for the Permitted Use or otherwise shall be construed to confer any interest or estate of any kind whatsoever in the Ditches to Licensee or to create a partnership or joint venture between Licensors and Licensee.

10. Subordination to Mortgages. The License and this Agreement shall be subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter filed against the Ditches by any bona fide third party lender of Licensors and to any renewals, modifications, consolidations, refinancings, and extensions thereof. This provision is hereby declared by the parties to be self-operative and no further instrument shall be required to effect such subordination.

11. Default By Licensee. It shall be a default by Licensee under this Agreement if Licensee fails to comply with any term, provision, condition or covenant of this Agreement. Upon the occurrence of such a default, Licensors shall have the option

to (a) proceed to cure such failure and Licensee shall immediately reimburse Licensors for the costs thereof upon demand, (b) terminate the License by giving notice of such termination to Licensee, in which event Licensee shall immediately surrender the Ditches to Licensors and the parties shall have no further obligations under this Agreement (except for those obligations that survive the termination or expiration of the License) or (c) exercise any remedies that may be available to it at law or in equity.

12. Limitation of Licensors Liability. Redress for any claims against Licensors under this Agreement shall only be made against Licensors to the extent of Licensors interest in the Ditches, and Licensors shall not be liable for any deficiency. In no event will Licensee have the right to levy execution against any other property of Licensors or any other Licensors Party. In no event will Licensors or any other Licensors Party be liable to Licensee for consequential or special damages. The obligations contained in this Agreement to be performed by Licensors will be binding on Licensors and Licensors successors and assigns only during their respective periods of ownership.

13. Notices. Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be deemed given or made only if in writing. Notice may be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand delivered or on the first day after deposit if sent certified mail. Notice must be addressed as follows:

If to Licensors:

Hidalgo County
Attention: County Judge
P.O. Box 758
Edinburg TX 78540-0758

If to Licensee:

Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78539

or to such other address as either party may designate by written notice to the other.

14. Miscellaneous. This Agreement shall be binding upon the parties hereto, their successors and permitted assigns, and shall become effective only after the full execution and delivery hereof by Licensors and Licensee. This Agreement constitutes the entire, integrated agreement between Licensors and Licensee regarding the subject matter hereof, shall replace all prior negotiations, agreements or representations, whether written or oral, and may only be modified in writing signed by all of the parties to be bound. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement. Unless the context otherwise requires, singular includes the plural and plural the singular, and masculine, feminine and neuter genders are interchangeable. The word "including" does not exclude other items which are not specifically described. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid, such illegal or invalid term or provision shall not affect the balance of the terms and provisions hereof. No claim of waiver, consent, or acquiescence with respect to any provision of this

Agreement shall be made against any party hereto except on the basis of a written instrument executed by or on behalf of such party. However, the party for whose unilateral benefit a condition is herein inserted shall have the right to waive such condition. The failure by any party to insist on any one or more instances upon the performance of any covenant, agreement, or condition of this Agreement or to exercise any right or privilege herein conferred shall not be construed as a waiver of any such covenant, agreement, condition, right, or privilege. Time is of the essence of this Agreement and each and every provision of this Agreement. Although drafted by Licensor, this Agreement must, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary, decree, or otherwise. This Agreement is being executed and delivered, and is intended to be performed, in the State of Texas, and the laws of such State shall govern the validity, construction, enforcement, and interpretation of this Agreement, unless otherwise specified herein. The parties agree that exclusive venue for any action brought for breach of this Agreement shall lie in Hidalgo County, Texas. This Agreement may be executed in any number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, this Agreement is executed as of the day first written above.

LICENSOR:

HIDALGO COUNTY, TEXAS

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

ATTEST:

Arturo Guajardo, Jr., County Clerk

LICENSEE:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____
Name: _____
Title: _____

APPROVE AS TO FORM:

ATLAS & HALL, LLP

By: Stephen Crain

EXHIBIT A

DITCHES

(see page(s) following attached hereto)

AI-16345

23.A.

**Palmer Drug Abuse Program amend service agreement
CC REGULAR**

Date: 07/07/2009
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Palmer Drug Abuse Program:

1. Approval to amend services agreement between Hidalgo County and Palmer Drug Abuse Program-McAllen, Inc. (PDAP) in order for PDAP to provide substance abuse counseling and education services.
2. Approval of 2009 appropriation of funds for the Drug Abuse Prevention & Rehabilitation fund (1224) in the amount of \$1,500.00 to fund payment for Palmer Drug Abuse Program-McAllen, Inc.
3. Approval to make payment in accordance with amended services agreement between Hidalgo County and Palmer Drug Abuse Program-McAllen, Inc. in the amount of \$1,500.00 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

Attachments

Link: [budget amendment](#)

Form Routing/Status

Form Started By: Ivan Cantu Started On: 07/02/2009 04:54
PM

Final Approval Date: 07/02/2009

DEPARTMENT HEAD: Raul Silguero, Jr.

Appropriation



DEPARTMENT NAME: Department of Budget & Management for
Palmer Drug Abuse Program

ACCOUNT NUMBER: 9-1224-441-00-115-055-0-843

Contact Person: Ivan Cantu **Ph#:** (956) 292-7025 ext. 5425

Honorable Commissioners' Court of Hidalgo County:

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
9-1224-441-00-115-055-0- 843	Palmer Rehab-	Aid to Nongovt Agency	1,500.00
TOTAL BUDGET INCREASE (DECREASE)			1,500.00

REASON: To fund the Palmer Drug Abuse Program-McAllen, Inc.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-16258

23.B.1.

Interdepartmental Transfer - Pct# 4 Drainage Improvement Project (1339)

CC REGULAR

Date: 07/07/2009
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: Budget and Management

Information

CAPTION

Pct. #4 Drainage Improvement Projects C.O. 2009 Series (1339):
Approval of 2009 interdepartmental transfer within Certificate of Obligation Series 2009
Precinct #4 Drainage Improvement Project from (program 036) to Verle Cray Curve Rd.
Pond (program 063) in the amount of \$2,500.00, to Verle Cray Curry Rd Pond (program
062) in the amount of \$2,500.00, and to the North Branch Drain (program 049) in the
amount of \$40,948.00 to fund project expenditures.

BACKGROUND

To cover Work Authorization #3 under contract #C-08-477-12-09 and Invoice #7139

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-036-0-890
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

9-1339-431-00-124-036-0-890-->9-1339-431-00-124-049-0-733 \$40,948.00
9-1339-431-00-124-036-0-890-->9-1339-431-00-124-062-0-719 \$ 2,500.00
9-1339-431-00-124-036-0-890-->9-1339-431-00-124-063-0-719 \$ 2,500.00

Funding available as of 7-1-09.

Attachments

Link: [transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/30/2009 09:05 AM	APRV
2	Manuel Chapa	Manuel Chapa	07/02/2009 08:18 AM	APRV
3	Auditor's Office		07/02/2009 05:09 PM	NEW

Form Started By: Jr. Munoz Started On: 06/30/2009 08:18 AM
Final Approval Date: 07/02/2009



ATTEST COUNTY CLERK

AI-16281

23.B.2.

BCAP Interdepartmental Transfer Los Encinos 2 - Sundowners RTMNT CTR (1312)

CC REGULAR

Date: 07/07/2009

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Submitted For: Agapito Vargas

Department: COLONIA ACCESS PROGRAM

Agenda Category: Budget and Management

Purchasing only: CAP Pct.2

Information

CAPTION

BCAP (1312):

Approval of 2009 interdepartmental transfer from BCAP Los Encinos #2 program(891) to BCAP Sundowners RTMNT CTR program(940) in the amount of \$27,143.50 to fund anticipated project expenditures.

BACKGROUND

Interlocal Agreement Reference AI-12174 CC 11/18/08.

Fiscal Impact

FISCAL YEAR: 9

ACCT. #: 9-1312-431-00-122-891-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

733 - amount available is \$100,895.00

841 - amount available is \$ 75,695.55

Overruns will be taken care of thru Interlocal Agreement with San Juan.

Attachments

Link: LIT

Link: Cost Breakdown - Sundowner Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/01/2009 08:43 AM	APRV
2	Roland Garcia	Rolando Garcia	07/02/2009 11:08 AM	APRV
3	Auditor's Office		07/02/2009 05:09 PM	NEW

Form Started By: Marcie Jackson
Started On: 06/30/2009 03:43 PM

Final Approval Date: 07/02/2009

ATTEST COUNTY CLERK

Sundowner Recreational Center Subd.
CSJ: 3C1080154
Cost Breakdown
Precinct 2

Item No.	Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
ROADWAY						
1	100	Preparing ROW	18.6	STA	\$150.00	\$2,790.00
2	247	Flex Base (Complete in Place) TY "E" GR4	1377	CY	\$20.70	\$28,503.90
3	251	Rewrk Base Mtrl	3308	SY	\$1.25	\$4,135.00
4	310	ASPH Material (MC-30)	1158	GAL	\$7.25	\$8,395.50
5	340	Hot Mix (TY D)	496	TON	\$62.00	\$30,752.00
6	500	Mobilization	1	LS	\$2,000.00	\$2,000.00
7	502	Barricades, Signs and Traffic Handling	3	MO	\$1,000.00	\$3,000.00
8	506	Temp Sedmt Cont Fence	252	LF	\$2.25	\$567.00
9	644	Small Signs	6	EA	\$380.00	\$2,280.00
10	2500	EN-1 Treated Flexbase	6821	SY	\$0.75	\$5,115.75
11	2500	EN-1 Roadbond	52	GAL	\$85.00	\$4,420.00
SubTotal Base Bid						\$91,959.15

DRAINAGE						
12	402	Trench Excavation Protection	1574	LF	\$0.50	\$787.00
13	435	Concrete Riprap (6")	3	CY	\$380.00	\$1,140.00
14	464	RCP (CL III) (18")	392	LF	\$28.50	\$11,172.00
15	464	RCP (CL III) (24")	695	LF	\$34.50	\$23,977.50
16	464	RCP (CL III) (30")	538	LF	\$42.50	\$22,865.00
17	465	Inlet (Type "A")	7	EA	\$1,300.00	\$9,100.00
18	465	Storm Sewer Manhole (COMP) (TY "A")	2	EA	\$1,700.00	\$3,400.00
19	529	Concrete Curb & Gutter (Ty "A") (Barrier)	3646	LF	\$7.75	\$28,256.50
20	529	4' Concrete Valley Gutter	75	LF	\$24.00	\$1,800.00
21	530	Driveways (Asphalt, Concrete, Pavement) (TY PBR-1)	76	SY	\$12.00	\$912.00
22	530	Driveways (Concrete) (4")	666	SY	\$36.00	\$23,976.00
23	531	Sidewalks	29	SY	\$22.50	\$652.50

SubTotal Drainage **\$128,038.50**
GrandTotal Roadwork Base Bid and Drainage **\$219,997.65**

Low Base Bid Roadwork and Drainage: \$91,959.15
Roadwork Allocation: \$ 75,695.55
Transfer Contingency: \$3,214.73
***Overrun/Underrun (\$13,048.87)**

Drainage Allocation: \$ 100,895.00
Low Bid Drainage: \$128,038.50
Transfer Los Encinos II: \$27,143.50
Underrun/**Overrun**: \$ -

*Amount to be paid by the City of San Juan as per ILA

Sundowner Recreational Center Subd.
CSJ: 3C1080154
Cost Breakdown
Precinct 2

Maximum Allowable Roadwork @ \$500k/mile: \$108,901.52

AI-16333

23.B.3.

**Interdepartmental Transfer to 430th DC
CC REGULAR**

Date: 07/07/2009
Submitted By: Perla Lopez, BUDGET & MANAGEMENT
Submitted For: Sergio Cruz
Department: BUDGET &
MANAGEMENT
Agenda Category: Budget and Management
Purchasing only: Interdepartmental Transfers

Information

CAPTION

430th DC (1100):

Approval of 2009 interdepartmental transfer from County Wide Administration (1100) to 430th DC (1100) in the amount of \$55,680.00 to fund building lease expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-XXX-00-XXX-XXX-0-XXX

FUNDS AVAILABLE Y/N?: Y/Pending

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Pending transfer AI #16332 on 07/07/09.

Attachments

Link: [Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/02/2009 02:34 PM	APRV
2	Roland Garcia	Rolando Garcia	07/02/2009 03:20 PM	APRV
3	Auditor's Office		07/02/2009 05:09 PM	NEW

Form Started By: Perla Lopez
Started On: 07/02/2009 11:47 AM
Final Approval Date: 07/02/2009

DATE: July 7, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Budget & Management

ACCOUNT NUMBER: 9-1100-XXX-00-XXX-XXX-0-XXX

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

REASON: To cover rental expenditures.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-16332

23.B.4.

Interdepartmental Transfer from General Fund-Appraisal Fees to Co. Wide Contingency
CC REGULAR

Date: 07/07/2009

Submitted By: Perla Lopez, BUDGET & MANAGEMENT

Submitted For: Sergio Cruz

Department: BUDGET &
MANAGEMENT

Agenda Category: Budget and
Management

Purchasing only: Interdepartmental
Transfers

Information

CAPTION

Co. Wide Administration - Contingency (1100):

Approval of 2009 interdepartmental transfer from General Fund - Appraisal Fees to Co. Wide Administration - Contingency in the amount of \$22,359.16 to fund expected expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-415-00-XXX-XXX-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

9-1100-415-00-000-000-0-854 --> 9-1100-415-00-115-002-0-899 \$22,359.16; funds available as of 7-2-09.

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/02/2009 02:13 PM	APRV
2	Ivan Cantu	Ivan Cantu	07/02/2009 02:34 PM	APRV
3	Auditor's Office		07/02/2009 05:09 PM	NEW

Form Started By: Perla Lopez
Started On: 07/02/2009 11:24 AM

Final Approval Date: 07/02/2009

DATE: July 7, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Budget & Management

ACCOUNT NUMBER: 9-1100-415-00-XXX-XXX-0-XXX

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

REASON: To cover expected expenditures.

Department Head Signature

Date _____

Approved Commissioners' Court

Attest County Clerk

AI-16237

23.C.1.

**FEMA Cat C Reimbursements
CC REGULAR**

Date: 07/07/2009

Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management

Purchasing only: Budget
Appropriations

Information

CAPTION

a. Approval of Certification of Revenues as certified by the County Auditor for the FEMA Category C Road reimbursements in the amount of \$933,646.43.

b. Approval of appropriation of FEMA Category C Road reimbursements funds to the respective Precincts in the total amount of \$933,646.43.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1280-431-00-12X-XXX-0-433

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Appropriation of funds in the total amount of \$933,646.43.

Pct1 \$187,736.20

Pct2 \$189,764.32

Pct3 \$201,468.51

Pct4 \$354,677.40

Attachments

Link: [Pct. 1](#)

Link: [Pct. 2](#)

Link: [Pct. 3](#)

Link: [Pct. 4](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/26/2009 11:35 AM	APRV
2	Dale Kennan	Dale Kennan	07/01/2009 03:42 PM	APRV
3	Manuel Chapa (Originator)	Manuel Chapa	07/01/2009 03:46 PM	APRV
4	Dale Kennan	Dale Kennan	07/01/2009 04:17 PM	APRV
5	Manuel Chapa (Originator)	Manuel Chapa	07/02/2009 11:54 AM	APRV
6	Auditor's Office		07/02/2009 05:09 PM	NEW

Form Started By: Manuel Chapa

Started On: 06/26/2009 10:08 AM

DATE: July 1, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the Various
Precinct 1 - FEMA Reimbursements (1280)

ACCOUNT NUMBER: 9-1280-431-00-121-3XX-0-433

Contact: Dale Kennan **Ph#** (956) 292-7025 Ext. 5406

SUBJECT: Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON: To appropriate funding in the total amount of \$187,736.20 into FEMA Reimbursed Projects for Pct 1 to cover a portion of road repair expenses incurred.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK



DATE: July 1, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the Various
Precinct 2 - FEMA Reimbursements (1280)

ACCOUNT NUMBER: 9-1280-431-00-122-3XX-0-433

Contact: Dale Kennan Ph#: (956) 292-7025 Ext. 5406

2009
Appropriation



SUBJECT:

Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1280-431-00-122-350-0-433	PCT 2-37-0581-OWASSA RD-R&B-R&M SERVICES	14,700.19
9-1280-431-00-122-355-0-433	PCT 2-37-0589-RIDGE RD-R&B-R&M SERVICES	14,700.19
9-1280-431-00-122-356-0-433	PCT 2-37-0591-AMANDA CT.-R&B-R&M SERVICE	1,179.26
9-1280-431-00-122-357-0-433	PCT 2-37-0591-JON DR.-R&B-R&M SERVICES	1,123.08
9-1280-431-00-122-358-0-433	PCT 2-37-0591-ALTA VISTA-R&B-R&M SERVICE	561.39
9-1280-431-00-122-359-0-433	PCT 2-37-0591-LEE DR.-R&B-R&M SERVICES	1,123.08
9-1280-431-00-122-360-0-433	PCT 2-37-0605-EARLING RD-R&B-R&M SERVICE	10,243.01
9-1280-431-00-122-361-0-433	PCT 2-38-0598-VALLEY BLVD-R&B-R&M SERVIC	4,534.00
9-1280-431-00-122-362-0-433	PCT 2-40-0614-SOUTH TOWER RD-R&B-R&M SER	13,749.64
9-1280-431-00-122-363-0-433	PCT 2-40-0715-ELDORA RD-R&B-R&M SERVICES	6,759.49
9-1280-431-00-122-364-0-433	PCT 2-48-0611-MOORE RD-R&B-R&M SERVICES	6,216.67
9-1280-431-00-122-370-0-433	PCT 2-49-0661-RANCHO BLANCO RD-R&B-R&M S	4,104.94
9-1280-431-00-122-371-0-433	PCT 2-49-0662-EL GATO RD-R&B-R&M SERVICE	26,185.72
9-1280-431-00-122-372-0-433	PCT 2-49-0712-N TOWER RD-R&B-R&M SERVICE	11,403.70
9-1280-431-00-122-373-0-433	PCT 2-49-0714-BORDER RD-R&B-R&M SERVICES	13,011.78
9-1280-431-00-122-374-0-433	PCT 2-51-0613-SIOUX RD-R&B-R&M SERVICES	8,050.45
9-1280-431-00-122-375-0-433	PCT 2-51-0616-CESAR CHAVEZ RD-R&B-R&M SE	17,630.47
9-1280-431-00-122-376-0-433	PCT 2-56-0719-MINNESOTA RD-R&B-R&M SERVI	20,850.79
9-1280-431-00-122-377-0-433	PCT 2-63-0786-NEBRASKA AVE-R&B-R&M SERVI	7,563.89
TOTAL BUDGET INCREASE (DECREASE)		\$ 183,691.74

REASON: To appropriate funding in the total amount of \$183,691.74 into FEMA Reimbursed Projects for Pct 2 to cover a portion of road repair expenses incurred.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

DATE: July 1, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the Various
Precinct 3 - FEMA Reimbursements (1280)

ACCOUNT NUMBER: 9-1280-431-00-123-3XX-0-433

Contact: Dale Kennan Ph#: (956) 292-7025 Ext. 5406

SUBJECT:

Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1280-431-00-123-350-0-433	PCT 3-37-0582-TOM GILE RD-R&B-R&M SERVIC	19,217.92
9-1280-431-00-123-351-0-433	PCT 3-37-0583-SEVEN MILE RD-R&B-R&M SERV	21,946.81
9-1280-431-00-123-352-0-433	PCT 3-37-0587-MINNESOTA-R&B-R&M SERVICES	4,578.79
9-1280-431-00-123-353-0-433	PCT 3-37-0592-PALM DR-R&B-R&M SERVICES	2,886.50
9-1280-431-00-123-354-0-433	PCT 3-37-0593-ABRAM RD-R&B-R&M SERVICES	10,259.50
9-1280-431-00-123-355-0-433	PCT 3-37-0594-PUERTO RICO RD-R&B-R&M SER	2,744.86
9-1280-431-00-123-356-0-433	PCT 3-37-0597-JUAJOLOTE RD-R&B-R&M SERVI	1,631.93
9-1280-431-00-123-357-0-433	PCT 3-37-0603-MILITARY RD-R&B-R&M SERVIC	11,307.46
9-1280-431-00-123-358-0-433	PCT 3-38-0595-WESTERN AVE-R&B-R&M SERVIC	7,994.24
9-1280-431-00-123-359-0-433	PCT 3-38-0596-BRUSHLINE RD-R&B-R&M SERVI	6,271.07
9-1280-431-00-123-360-0-433	PCT 3-38-0604-COWBOYS RD-R&B-R&M SERVICE	2,152.72
9-1280-431-00-123-361-0-433	PCT 3-39-0625-TEN MILE RD-R&B-R&M SERVIC	3,572.36
9-1280-431-00-123-362-0-433	PCT 3-39-0639-"L" RD-R&B-R&M SERVICES	1,159.07
9-1280-431-00-123-363-0-433	PCT 3-40-0612-CHIHUAHUA RD-R&B-R&M SERVI	7,359.50
9-1280-431-00-123-364-0-433	PCT 3-40-0637-KAIMAN RD-R&B-R&M SERVICES	1,618.09
9-1280-431-00-123-365-0-433	PCT 3-40-0716-PARIS STREET-R&B-R&M SERVI	10,639.02
9-1280-431-00-123-366-0-433	PCT 3-43-0636-DREAMER RD-R&B-R&M SERVICE	2,495.65
9-1280-431-00-123-367-0-433	PCT 3-43-0638-KUTZUR RD-R&B-R&M SERVICES	2,185.73
9-1280-431-00-123-368-0-433	PCT 3-47-0573-TROSPER RD-R&B-R&M SERVICE	3,401.96
9-1280-431-00-123-369-0-433	PCT 3-47-0574-LA HOMA RD-R&B-R&M SERVICE	4,838.65
9-1280-431-00-123-370-0-433	PCT 3-48-0640-HILDA ST-R&B-R&M SERVICES	10,639.02
9-1280-431-00-123-371-0-433	PCT 3-50-0576-DOFFING RD-R&B-R&M SERVICE	2,990.87
9-1280-431-00-123-372-0-433	PCT 3-51-0575-INSPIRATION RD-R&B-R&M SER	5,229.50
9-1280-431-00-123-373-0-433	PCT 3-51-0577-TWELVE MILE RD-R&B-R&M SER	5,939.86
9-1280-431-00-123-374-0-433	PCT 3-51-0578-TEXAN AVE-R&B-R&M SERVICES	8,306.29
9-1280-431-00-123-375-0-433	PCT 3-51-0579-IOWA AVE-R&B-R&M SERVICES	10,436.29
9-1280-431-00-123-376-0-433	PCT 3-51-0606-ELEVEN MILE RD-R&B-R&M SER	5,702.36
9-1280-431-00-123-377-0-433	PCT 3-51-0607-SIXTEEN MILE RD-R&B-R&M SE	2,488.19
9-1280-431-00-123-378-0-433	PCT 3-52-0609-NINE MILE RD-R&B-R&M SERVI	4,240.12
9-1280-431-00-123-379-0-433	PCT 3-52-0620-TWO MILE RD-R&B-R&M SERVIC	4,968.58
9-1280-431-00-123-380-0-433	PCT 3-53-0623-THIRTEEN MILE RD-R&B-R&M S	2,507.36
9-1280-431-00-123-381-0-433	PCT 3-53-0624-EIGHT MILE RD-R&B-R&M SERV	2,389.15
9-1280-431-00-123-382-0-433	PCT 3-53-0633-FOURTEEN MILE RD-R&B-R&M S	7,369.09
TOTAL BUDGET INCREASE (DECREASE)		\$ 201,468.51

REASON: To appropriate funding in the total amount of \$201,468.51 into FEMA Reimbursed Projects for Pct 3 to cover a portion of road repair expenses incurred.

DEPARTMENT HEAD SIGNATURE

/ /

2009
Appropriation



APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

DATE: July 1, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the Various
Precinct 4 - FEMA Reimbursements (1280)

ACCOUNT NUMBER: 9-1280-431-00-124-XXX-0-433

Contact: Dale Kennan Ph#: (956) 292-7025 Ext. 5406

SUBJECT: Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1280-431-00-124-350-0-433	PCT 4-39-0666-SUNNY LN-R&B-R&M SERVICES	944.21
9-1280-431-00-124-351-0-433	PCT 4-40-0692-HINOJOSA RD-R&B-R&M SERVIC	9,565.92
9-1280-431-00-124-352-0-433	PCT 4-48-0684-JESUS MARIA-R&B-R&M SERVIC	6,034.49
9-1280-431-00-124-353-0-433	PCT 4-49-0668-ANSLEY DR-R&B-R&M SERVICES	18,860.84
9-1280-431-00-124-354-0-433	PCT 4-49-0670-GRACE LN-R&B-R&M SERVICES	20,619.07
9-1280-431-00-124-355-0-433	PCT 4-49-0681-SABANITO RD-R&B-R&M SERVIC	4,041.52
9-1280-431-00-124-356-0-433	PCT 4-49-0683-BEAUMONT AVE-R&B-R&M SERVI	17,214.70
9-1280-431-00-124-357-0-433	PCT 4-49-0707-BUCK ST-R&B-R&M SERVICES	6,385.30
9-1280-431-00-124-358-0-433	PCT 4-50-0726-SABANITO DR-R&B-R&M SERVIC	25,521.70
9-1280-431-00-124-359-0-433	PCT 4-50-0746-G I RD-R&B-R&M SERVICES	18,998.32
9-1280-431-00-124-360-0-433	PCT 4-50-0750-HARMONY LN-R&B-R&M SERVICE	13,418.20
9-1280-431-00-124-361-0-433	PCT 4-53-0673-MILE 20 RD-R&B-R&M SERVICE	6,723.03
9-1280-431-00-124-362-0-433	PCT 4-53-0675-SAN MARCOS ST-R&B-R&M SERV	3,881.19
9-1280-431-00-124-363-0-433	PCT 4-53-0677-LEIGH ANN DR-R&B-R&M SERVI	10,069.72
9-1280-431-00-124-364-0-433	PCT 4-53-0682-FRANCESCA AVE-R&B-R&M SER	12,525.58
9-1280-431-00-124-365-0-433	PCT 4-53-0695-KENYON-R&B-R&M SERVICES	6,797.66
9-1280-431-00-124-366-0-433	PCT 4-53-0744-ANGIE LN-R&B-R&M SERVICES	15,224.57
9-1280-431-00-124-367-0-433	PCT 4-53-0745-FILEGONA RD-R&B-R&M SERVIC	5,673.52
9-1280-431-00-124-368-0-433	PCT 4-53-0748-CESAR CHAVEZ RD-R&B-R&M SE	6,951.62
9-1280-431-00-124-369-0-433	PCT 4-55-0697-HOLLIS RD-R&B-R&M SERVICES	12,079.12
9-1280-431-00-124-370-0-433	PCT 4-55-0776-RODGER'S RD-R&B-R&M SERVICE	3,037.65
9-1280-431-00-124-371-0-433	PCT 4-57-0725-LAGUNA SCEA RD-R&B-R&M SER	11,440.00
9-1280-431-00-124-372-0-433	PCT 4-57-0751-TILMAN ST-R&B-R&M SERVICES	4,711.84
9-1280-431-00-124-373-0-433	PCT 4-57-0782-SHARP RD-R&B-R&M SERVICES	11,048.62
9-1280-431-00-124-374-0-433	PCT 4-57-0784-NORTH ALAMO RD-R&B-R&M SER	10,821.68
9-1280-431-00-124-375-0-433	PCT 4-57-0788-MILE 14 1/2 RD-R&B-R&M SER	11,190.05
9-1280-431-00-124-376-0-433	PCT 4-59-0789-TEX-MEX RD-R&B-R&M SERVICE	7,980.15
9-1280-431-00-124-377-0-433	PCT 4-63-0777-SUNFLOWER RD-R&B-R&M SERVI	22,455.99
9-1280-431-00-124-378-0-433	PCT 4-63-0780-BRUSHLINE RD-R&B-R&M SERVI	20,689.45
9-1280-431-00-124-379-0-433	PCT 4-63-0785-ROMAN CIRCLE-R&B-R&M SERVI	18,275.84
9-1280-431-00-124-380-0-433	PCT 4-63-0787-CURVE RD-R&B-R&M SERVICES	11,495.85
TOTAL BUDGET INCREASE (DECREASE)		\$ 354,677.40

REASON: To appropriate funding in the total amount of \$354,677.40 into FEMA Reimbursed Projects for Pct 4 to cover a portion of road repair expenses incurred.

DEPARTMENT HEAD SIGNATURE

/ /

2009
Appropriation



APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-16303

23.D.1.

**Creation of Asst. DA and deletion of Criminal Investigator position
CC REGULAR**

Date: 07/07/2009
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: District Attorney's Office
Department: BUDGET &
MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Salary Schedule
Changes

Information

CAPTION

DA's Office (1100):

- a. Approval to delete one (1) vacant regular full-time Criminal Investigator position, slot no. 025, budgeted salary \$61,027.00 per year and delete allocated auto allowance in the amount of \$3,600.00
- b. Approval to create one (1) regular full-time Assistant District Attorney position, slot no. 090 budgeted salary at \$61,027.00 per year and allocate \$900.00 in auto allowance.
- c. Approval of revised salary schedule

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-412-00-080-002-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No additional funding required. New Asst. DA position to be funded from deletion of Criminal Investigator position. rc

Attachments

Link: [Job Descript- Asst. DA](#)

Link: [Job Descript- Criminal Invest.](#)

Link: [PAR's](#)

Link: [fiscal note](#)

Link: [Revised salary schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/01/2009 04:52 PM	APRV
2	Sylvia Solis	Sylvia Solis	07/02/2009 08:56 AM	APRV
3	Auditor's Office		07/02/2009 05:09 PM	NEW

Form Started By: Rosie Cantu

Started On: 07/01/2009 02:01
PM

Final Approval Date: 07/02/2009

Hidalgo County District Attorney's Office

Job Description

Job Title: **Assistant District Attorney**

Exempt: **Yes**

Salary Level: \$49,100.00

Annual Auto Allowance: \$900.00

Summary: Research and prepare appellate briefs on felonies, misdemeanors, juvenile, bond forfeitures, and other type of criminal cases to include government procedures and other research issues that arise. Screens and charges various cases (including complex or sensitive cases and/or cases involving major crimes) for which the District Attorney's Office has responsibility; and/or prepares investigates and litigates various cases filed with the District Attorney's Office, including cases involving major crimes.

Essential Duties and Responsibilities:

Other duties may be assigned.

- ◆ Screening and preparation of felony files for presentation to grand jury.
- ◆ Screening and preparation of misdemeanor files for filing of criminal complaints.
- ◆ Screening and preparation of juvenile files for filing of petition.
- ◆ Screening and preparation of child welfare cases for filing.
- ◆ Screening and preparation of forfeiture files within the 30 day limitation for filing.
- ◆ Interview with relatives of mental patients to determine if person can be committed.
- ◆ Interviews with person assaulted and determine if a protective order can be filed on behalf of victim.
- ◆ Direct peace officers from all agencies in Hidalgo County on the extent and quality of their criminal investigation.

- ◆ Drafts and prepares legal criminal indictments for all felonies presented to the Grand Jury.
- ◆ Does legal research on abnormal and unusual criminal situations that arise frequently.
- ◆ Reads and understands all current reported criminal cases in legal texts to keep current on law changes.
- ◆ Visits various crime scenes to determine if evidence is legally sufficient.
- ◆ Presents felony cases to the Grand Jury.
- ◆ Subpoenas witnesses before the Grand Jury.
- ◆ Sets and/or recommends bond amounts for all criminal cases presented to the Grand Jury.
- ◆ Responds to correspondence or phone calls from persons making inquiries or requesting information.
- ◆ Negotiates with defense attorneys and victims regarding pleas.
- ◆ Research and prepare appellate briefs on felonies, misdemeanors, juvenile, bond forfeitures, etc..
- ◆ Work on responses for Writs.
- ◆ Research different issues pertaining to procedures of law or county government.
- ◆ May draft final orders, temporary orders, motions to modify further temporary orders, motions to appoint attorneys, motions regarding service of process, or other court documents applicable to prosecution of assigned cases.
- ◆ Tries felonies, misdemeanors, juveniles, forfeitures, protective orders, mental cases and Class C ticket violations in their respective courts.
- ◆ Review incoming cases.
- ◆ Prepares and files responses to post conviction writs.
- ◆ Assists the District Attorney in formulating department policies and procedures.
- ◆ Assures and unit's policies and procedures are properly discharged in keeping with department's established mission goals and objectives.

- ◆ Screen and reviews complex or sensitive cases to determine the legal and factual sufficiency of the case and directs the gathering of additional information.
- ◆ Confers with District Attorney, defense attorneys, investigators, law enforcement officials, probation authorities, victims, witnesses (including expert witnesses) and other parties concerning assigned cases.
- ◆ Assists subordinate attorneys with jury trials, revocations, examining hearing, juvenile hearing, family matters and civil actions including forfeitures. Responds to questions of colleagues, etc.
- ◆ Is available, on a rotating basis, 24 hours a day to assist law enforcement agencies by answering legal questions, assisting with crime scene work and advising law enforcement on legal issues.

Qualification Requirements: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Computer knowledge:

Must have personal computer knowledge. Ability to learn new computer software. Must be familiar with MS Window products.

Education and/or Experience:

J.D. or L.L.B. degree from an accredited law school.

Language Skills:

Ability to read, analyze and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentation on controversial or complex topics to top management, public groups, and/or boards of directors.

Mathematical Skills:

Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Reasoning Ability:

Ability to define problem(s), collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

Certificates, Licenses, Registrations:

License from the Texas State Bar to practice law in the State of Texas.

License to practice in Federal District Court is preferred.

Texas Operator's Drivers License. Attorneys use their own private vehicle and not a county car.

Other Skills and Abilities:

- ◆ Thorough knowledge of judicial principles and of criminal and civil law and procedures, including constitutional as well as statutory law.
- ◆ Ability to analyze and appraise facts, procedures and legal precedents affecting complex court cases in area of specialty.
- ◆ Ability to present facts and precedents effectively in court and writing in complex or sensitive cases.
- ◆ Familiarity with general investigative techniques.
- ◆ Ability to train, motivate, supervise and develop subordinate professionals.
- ◆ Excellent judgment and management abilities.
- ◆ Ability to conduct complex legal research and to apply negotiating skills.
- ◆ Ability to try major cases, including managing relationships with the public and the media.
- ◆ Ability to establish and maintain effective working relationships with other county employees and officials, court personnel, other attorneys and the general public.
- ◆ Specific knowledge of the following areas: Texas Code of Criminal Procedures, Texas Penal Code, Texas Family Code, child abuse and neglect, and/or business ethics and public law.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- ◆ While performing the duties of this job, the employee is regularly required to sit. The employee is required to use hands to finger, handle, or feel objects, tools, or controls. The employee is

occasionally required to stand; walk; reach with hands and arms; stoop, kneel, crouch, or crawl; and talk or hear.

- ◆ The employee must occasionally lift and/or move up to 15 pounds and occasionally lift and/or move up to 100 pounds. Employee carries and or moves evidence, briefcase, etc. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

Work Environment: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- ◆ While performing the duties of this job, the employee is occasionally exposed to fumes or airborne particles.
- ◆ The noise level in the work environment is usually moderate.
- ◆ Must have a clear criminal record and must submit to a drug test.

Hidalgo County District Attorney's Office

Job Description



Job Title: **Criminal Investigator**

Exempt: **No**

Salary Level:

Job Category: **Law Enforcement**

Summary: To investigate and solve crimes by gathering and analyzing evidence from crime scenes, witnesses, victims and suspects; to intake criminal cases prepared by area law enforcement agencies; to prepare criminal cases for County and District Court; to conduct internal affairs investigations; and to perform other duties and responsibilities as required by the District Attorney's Office.

Essential Duties and Responsibilities:

Other duties may be assigned.

Review and analyze incidence and prosecution case reports; perform follow up investigations.

Interview involved parties including suspects, witnesses and complainants; obtain and verify official statements.

Conduct surveillance of drug suspects and related activities; patrol high risk and drug profile area; conduct undercover operations; collect evidence of crimes; organize and prepare case reports for prosecution.

Contact and cooperate with other law enforcement agencies and the Sheriff's Department in matters relating to the apprehension of offenders and the investigation of offenses; conduct internal investigations of white collar crimes and criminal violations committed by county personnel.

Draft and serve civil citations, arrest warrants and other legal documents to ensure expediency in the legal process; testify in court or in front of a grand jury as requested.

Conduct traffic stops and vehicle searches; compile information and court orders for the destruction of evidence in adjudicated criminal narcotic cases.

Participate in drug awareness training activities; maintain training files; develop training programs; coordinate outside training programs and outside agencies and jurisdictions; review and evaluate current and future training programs.

Qualification Requirements: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Computer knowledge:

Must have personal computer knowledge. Ability to learn new computer software. Must be familiar with Microsoft Windows products.

Education and/or Experience:

Must have basic certification as a peace officer from the Texas Commission on Law Enforcement Officer Standards and Education (TCLOSE). Must have at least five (5) years of law enforcement experience.

Language Skills:

Ability to read, analyze and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentation on controversial or complex topics to top management, public groups.

Mathematical Skills:

Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Reasoning Ability:

Ability to define problem(s), collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

Certificates, Licenses, Registrations:

Possession of an Advanced Certificate of Law Enforcement.

Texas Operator's Drivers License. Investigators use their own private vehicle and not a county car.

Other Skills and Abilities:

Knowledge of:

Undercover methods and procedures including patrol, surveillance, covert monitoring, investigation and identification techniques.

Criminal law and criminal procedure with particular reference to the apprehension, arrest and custody of persons committing misdemeanors and felonies including rules of evidence pertaining to the seizures and preservation of evidence.

Courtroom ethics, demeanor and decorum in providing testimony related to criminal cases.

Offensive and defensive weapons nomenclature and theory.

Use of firearms and other modern law enforcement equipment.

Self defense tactics.

Interview and interrogation techniques and methods.

English usage, spelling, grammar and punctuation.

Pertinent federal, state and local laws, regulations and codes.

Principles and practices of legal document preparation including citations and arrest warrants.

Departmental rules and regulations, policies, procedures and directives.

Specific knowledge of the following areas: Texas Code of Criminal Procedures, Texas Penal Code, Texas Family Code, child abuse and neglect, and/or business ethics and public law.

Ability to:

Accurately observe and remember names, faces, numbers, incidents and places.

Use and properly care for firearms.

Understand, interpret and apply laws, regulations, policies and procedures.

Prepare clear, accurate and grammatically correct written reports.

Maintain confidentiality in the performance of duties.

Analyze situations quickly and objectively and take necessary emergency action.

Identify potential crime situations or traffic hazards and take preventative action.

Learn the operation of standard equipment and facilities required in the performance of assigned tasks.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain cooperative working relationships with those contacted in the course of work.

Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

- effecting arrests
- subduing resisting individuals
- lifting and carrying light to heavy materials and individuals
- conducting covert surveillance
- running, walking, crouching or crawling during investigative operations
- climbing stairs/ladders
- walking, standing or sitting for extended periods of time
- operating assigned sheriff equipment and vehicles.

Effectively deal with personal danger which may include exposure to:

- armed or dangerous persons
- communicable diseases
- firearms
- excessive noise
- inclement weather

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment and vehicles
- communicating with others

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- maintaining confidentiality
- exercising sound judgment and rational thinking under dangerous circumstances
- evaluating various options and alternatives and choose an appropriate and reasonable course of action
- demonstrating intellectual capabilities including during training and testing processes.

Effectively handle a work environment and conditions which involve:

- working in intense life threatening conditions
- exposure to various weather conditions

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit. The employee is required to use hands to finger, handle, or feel objects, tools, or controls. The employee is occasionally required to stand; walk; reach with hands and arms; stoop, kneel, crouch, or crawl; and talk or hear.

The employee must occasionally lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Employees carries and or moves evidence, briefcase, etc. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

Work Environment: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to fumes or airborne particles.

Firearms and excessive noises.

While performing the duties of this job, the employee is occasionally exposed to communicable diseases.

Works in an intense life threatening conditions.

Exposure to various weather conditions including inclement weather.

May be exposed to armed or dangerous persons.

Must have a clear criminal record and must submit to a drug test.



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: D.A.'S OFFICE/ (080-002)

DATE: 06/30/09

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR

CURRENT SLOT. #: 025

REQUESTED POSITION TITLE: -
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: \$ 61,027.00 \$ -0- \$ (61,027.00)
Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☒ Other Funding will be used to create Assistant District Attorney position.

POSITION Type:

Full Time Employee ☒ Part Time Employee ☐
Object 113 Object 114
Full Time Temporary ☐ Part Time Temporary ☐
Object 121 Object 122
Enter hourly rate for temp. positions
\$ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
CIVIL SERVICE:		FLSA:		
Exempt ☒		Exempt ☐		
Non-Exempt ☐		Non-Exempt ☒		
N/A ☐				

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

The creation of an Assistant District Attorney position would be more advantages to our office because the Assistant D.A. could make presentation of cases to the Grand Jury and also assist with cases in the courts if needed.

NEW POSITION: Brief job description and attach a copy of the new job description.

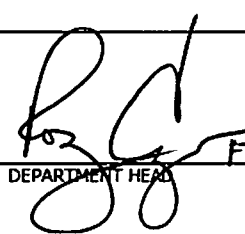
POSITION RECLASSIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

NOTE: Criminal Investigator (slot no. 080-002-0025) position requested to be deleted currently has \$3,600.00 allocated in auto allowance.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 <u>FOR RENE GARRA</u>	<u>6/30/2009</u>	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
	DEPARTMENT HEAD	DATE			
2.			PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
	HUMAN RESOURCES DIRECTOR	DATE			
3.			BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE			
4.					
	COMMISSIONERS COURT APPROVAL	DATE			



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: D.A.'S OFFICE/ (080-002)

DATE: 06/30/09

CURRENT POSITION TITLE: -

CURRENT SLOT. #: 090

REQUESTED POSITION TITLE: ASSISTANT DISTRICT ATTORNEY
(For new positions or reclassifications)

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other ALLOCATE AUTO ALLOWANC

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: \$ -0- Current Budgeted Salary \$ 61,027.00 Proposed Budgeted Salary \$ 61,027.00 Net Change

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☒ Other funds available from deletion of Criminal Investigator (slot no. 080-002-0025) position.

POSITION Type:

Full Time Employee ☒ Object 113 Part Time Employee ☐ Object 114
Full Time Temporary ☐ Object 121 Part Time Temporary ☐ Object 122
Enter hourly rate for temp. positions
\$ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
CIVIL SERVICE:				
Exempt ☒	FLSA: Exempt ☒			
Non-Exempt ☐	Non-Exempt ☐			
N/A ☐				

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

The creation of an Assistant District Attorney position would be more advantages to our office because the Assistant D.A. could make presentation of cases to the Grand Jury and also assist with cases in the courts if needed.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

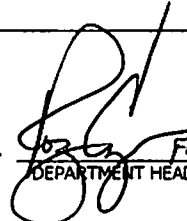
COMMENTS: (Any comments you wish to make regarding this request)

Allocate Auto Allowance in the amount of \$900.00 to new Assistant District Attorney (slot no. 080-002-position requested).

NOTE: Criminal Investigator (slot no. 080-002-0025) position requested to be deleted was originally allocated \$3,600.00 in auto allowance.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 <u>FOR RENE GUERRA</u>	<u>6/30/2009</u>	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
	DEPARTMENT HEAD	DATE			
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, July 07, 2009

Agenda Item: 16303

Summary of request/proposal:

The DA's Office is requesting approval to delete one (1) vacant regular full-time Criminal Investigator position, slot no. 025, budgeted salary \$61,027.00 per year and delete allocated auto allowance in the amount of \$3,600.00. The DA's Office is also requesting approval to create one (1) regular full-time Assistant District Attorney position, slot no. 090 budgeted salary at \$61,027.07 per year and allocate \$900.00 in auto allowance.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	CRIMINAL INVESTIGATOR	0025	113	61,027.00	0.00	(61,027.00)
1100	CRIMINAL INVESTIGATOR	0025	118	3,600.00	0.00	(3,600.00)
1100	ASST. DA	0090	113	0.00	61,027.00	61,027.00
1100	ASST. DA	0090	118	0.00	900.00	900.00
				64,627.00	61,927.00	(2,700.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-412-00-080-002-0-113	CRIM DA- REG F/T EMPLOYEES	-
9-1100-412-00-080-002-0-118	CRIM DA- AUTO ALLOWANCE	(\$1,127.59)
9-1100-412-00-080-002-0-211	CRIM DA- HEALTH INSURANCE	-
9-1100-412-00-080-002-0-212	CRIM DA- LIFE INSURANCE	-
9-1100-412-00-080-002-0-220	CRIM DA- FICA	(\$86.26)
9-1100-412-00-080-002-0-230	CRIM DA- RETIREMENT	(\$101.71)
9-1100-412-00-080-002-0-250	CRIM DA- UNEMPLOYMENT COMP	(\$5.64)
9-1100-412-00-080-002-0-260	CRIM DA- WORKER'S COMP	(\$1.47)
2009 Budgetary Impact		(\$1,322.67)

2010 Budgetary Impact:

-

Possible Funding Sources:

**FROM DELETION OF POSITION/ NO ADDITIONAL
FUNDING REQUIRED**

Budget Office Recommendation:

**COMMISSIONER COURT
2009 SALARY SCHEDULE**

**9-1100-412-00-080-002-0-
CRIM DA**

AI - 16303

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ASSISTANT DISTRICT ATTORNEY	\$93,870.00	\$7,694.00	\$101,564.00	0	\$0.00	\$0.00	\$101,564.00	\$101,564.00	\$4,560.00	\$0.00	\$0.00	\$900.00	\$0.00	\$107,024.00
0002	113	ASSISTANT DISTRICT ATTORNEY	\$93,080.00	\$7,654.00	\$100,734.00	0	\$0.00	\$0.00	\$100,734.00	\$100,734.00	\$3,840.00	\$0.00	\$0.00	\$900.00	\$0.00	\$105,474.00
0003	113	ASSISTANT DISTRICT ATTORNEY	\$91,624.00	\$7,581.00	\$99,205.00	0	\$0.00	\$0.00	\$99,205.00	\$99,205.00	\$5,000.00	\$0.00	\$0.00	\$900.00	\$0.00	\$105,105.00
0004	113	ASSISTANT DISTRICT ATTORNEY	\$83,470.00	\$7,174.00	\$90,644.00	0	\$0.00	\$0.00	\$90,644.00	\$90,644.00	\$4,560.00	\$0.00	\$0.00	\$900.00	\$0.00	\$96,104.00
0005	113	ASSISTANT DISTRICT ATTORNEY	\$83,221.00	\$7,161.00	\$90,382.00	0	\$0.00	\$0.00	\$90,382.00	\$90,382.00	\$4,560.00	\$0.00	\$0.00	\$900.00	\$0.00	\$95,842.00
0006	113	ASSISTANT DISTRICT ATTORNEY	\$80,912.00	\$7,546.00	\$88,458.00	0	\$0.00	\$0.00	\$88,458.00	\$88,458.00	\$5,000.00	\$0.00	\$0.00	\$900.00	\$0.00	\$94,358.00
0007	113	ASSISTANT DISTRICT ATTORNEY	\$79,186.00	(\$26,586.00)	\$52,600.00	0	\$0.00	\$0.00	\$52,600.00	\$52,600.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00	\$53,500.00
0008	113	ASSISTANT DISTRICT ATTORNEY	\$77,938.00	\$8,522.00	\$86,460.00	0	\$0.00	\$0.00	\$86,460.00	\$86,460.00	\$2,880.00	\$0.00	\$0.00	\$900.00	\$0.00	\$90,240.00
0009	113	ASSISTANT DISTRICT ATTORNEY	\$74,027.00	(\$24,927.00)	\$49,100.00	0	\$0.00	\$0.00	\$49,100.00	\$49,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900.00	\$50,000.00
0010	113	ASSISTANT DISTRICT ATTORNEY	\$64,100.00	\$0.00	\$64,100.00	0	\$0.00	\$0.00	\$64,100.00	\$64,100.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00	\$65,000.00
0011	113	ASSISTANT DISTRICT ATTORNEY	\$70,221.00	\$7,511.00	\$77,732.00	0	\$0.00	\$0.00	\$77,732.00	\$77,732.00	\$4,560.00	\$0.00	\$0.00	\$900.00	\$0.00	\$83,192.00
0012	113	ASSISTANT DISTRICT ATTORNEY	\$69,160.00	\$8,360.00	\$77,520.00	0	\$0.00	\$0.00	\$77,520.00	\$77,520.00	\$4,080.00	\$0.00	\$0.00	\$900.00	\$0.00	\$82,500.00
0013	113	ASSISTANT DISTRICT ATTORNEY	\$66,787.00	\$9,413.00	\$76,200.00	0	\$0.00	\$0.00	\$76,200.00	\$76,200.00	\$2,640.00	\$0.00	\$0.00	\$900.00	\$0.00	\$79,740.00
0014	113	ASSISTANT DISTRICT ATTORNEY	\$66,539.00	\$5,361.00	\$71,900.00	0	\$0.00	\$0.00	\$71,900.00	\$71,900.00	\$3,840.00	\$0.00	\$0.00	\$900.00	\$0.00	\$76,640.00
0015	113	ASSISTANT DISTRICT ATTORNEY	\$66,206.00	\$7,774.00	\$73,980.00	0	\$0.00	\$0.00	\$73,980.00	\$73,980.00	\$2,160.00	\$0.00	\$0.00	\$900.00	\$0.00	\$77,040.00
0016	113	ASSISTANT DISTRICT ATTORNEY	\$63,606.00	\$8,574.00	\$72,180.00	0	\$0.00	\$0.00	\$72,180.00	\$72,180.00	\$2,160.00	\$0.00	\$0.00	\$900.00	\$0.00	\$75,240.00
0017	113	ASSISTANT DISTRICT ATTORNEY	\$64,046.00	(\$6,946.00)	\$57,100.00	0	\$0.00	\$0.00	\$57,100.00	\$57,100.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00	\$58,000.00
0018	113	ASSISTANT DISTRICT ATTORNEY	\$62,348.00	\$8,112.00	\$70,460.00	0	\$0.00	\$0.00	\$70,460.00	\$70,460.00	\$1,680.00	\$0.00	\$0.00	\$900.00	\$0.00	\$73,040.00
0019	113	ASSISTANT DISTRICT ATTORNEY	\$61,827.00	\$3,991.00	\$65,818.00	0	\$0.00	\$0.00	\$65,818.00	\$65,818.00	\$1,920.00	\$0.00	\$0.00	\$900.00	\$0.00	\$68,638.00
0020	113	ASSISTANT DISTRICT ATTORNEY	\$60,466.00	\$8,194.00	\$68,660.00	0	\$0.00	\$0.00	\$68,660.00	\$68,660.00	\$1,440.00	\$0.00	\$0.00	\$900.00	\$0.00	\$71,000.00
0021	113	ASSISTANT DISTRICT ATTORNEY	\$60,466.00	\$7,024.00	\$67,490.00	0	\$0.00	\$0.00	\$67,490.00	\$66,600.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00	\$67,500.00
0022	113	ASSISTANT DISTRICT ATTORNEY	\$59,176.00	\$2,959.00	\$62,135.00	0	\$0.00	\$0.00	\$62,135.00	\$62,135.00	\$1,920.00	\$0.00	\$0.00	\$900.00	\$0.00	\$64,955.00
0023	113	ASSISTANT DISTRICT ATTORNEY	\$64,760.00	\$1,760.00	\$66,520.00	0	\$0.00	\$0.00	\$66,520.00	\$66,520.00	\$4,080.00	\$0.00	\$0.00	\$900.00	\$0.00	\$71,500.00
0024	113	ASSISTANT DISTRICT ATTORNEY	\$65,160.00	(\$12,560.00)	\$52,600.00	0	\$0.00	\$0.00	\$52,600.00	\$52,600.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00	\$53,500.00
		DELETE														
0025	113	CRIMINAL INVESTIGATOR	\$58,656.00	\$2,371.00	\$61,027.00	0	\$0.00	\$0.00	\$61,027.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,600.00	\$0.00	\$0.00
0026	113	ASSISTANT DISTRICT ATTORNEY	\$56,784.00	\$3,856.00	\$60,640.00	0	\$0.00	\$0.00	\$60,640.00	\$60,640.00	\$1,200.00	\$0.00	\$0.00	\$900.00	\$0.00	\$62,740.00
0027	113	ASSISTANT DISTRICT ATTORNEY	\$56,576.00	\$3,544.00	\$60,120.00	0	\$0.00	\$0.00	\$60,120.00	\$60,120.00	\$1,680.00	\$0.00	\$0.00	\$900.00	\$0.00	\$62,700.00
0028	113	ASSISTANT DISTRICT ATTORNEY	\$55,266.00	\$3,894.00	\$59,160.00	0	\$0.00	\$0.00	\$59,160.00	\$59,160.00	\$1,440.00	\$0.00	\$0.00	\$900.00	\$0.00	\$61,500.00
0029	113	ASSISTANT DISTRICT ATTORNEY	\$58,224.00	(\$3,124.00)	\$55,100.00	0	\$0.00	\$0.00	\$55,100.00	\$55,100.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00	\$56,000.00
0030	113	ASSISTANT DISTRICT ATTORNEY	\$52,400.00	\$2,700.00	\$55,100.00	0	\$0.00	\$0.00	\$55,100.00	\$55,100.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00	\$56,000.00
0031	113	ASSISTANT DISTRICT ATTORNEY	\$54,184.00	\$4,956.00	\$59,140.00	0	\$0.00	\$0.00	\$59,140.00	\$59,140.00	\$960.00	\$0.00	\$0.00	\$900.00	\$0.00	\$61,000.00
0032	113	ASSISTANT DISTRICT ATTORNEY	\$53,144.00	\$2,996.00	\$56,140.00	0	\$0.00	\$0.00	\$56,140.00	\$56,140.00	\$960.00	\$0.00	\$0.00	\$900.00	\$0.00	\$58,000.00
0033	113	ASSISTANT DISTRICT ATTORNEY	\$49,100.00	\$2,455.00	\$51,555.00	0	\$0.00	\$0.00	\$51,555.00	\$49,100.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00	\$50,000.00
0034	113	CRIMINAL INVESTIGATOR	\$52,520.00	\$2,371.00	\$54,891.00	0	\$0.00	\$0.00	\$54,891.00	\$54,891.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,891.00

**COMMISSIONER COURT
2009 SALARY SCHEDULE**

**9-1100-412-00-080-002-0-
CRIM DA**

AI - 16303

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0035	113	PERSONNEL DIRECTOR	\$54,608.00	\$2,730.00	\$57,338.00	0	\$0.00	\$0.00	\$57,338.00	\$57,338.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58,838.00
0036	113	ASSISTANT DISTRICT ATTORNEY	\$51,584.00	\$6,516.00	\$58,100.00	0	\$0.00	\$0.00	\$58,100.00	\$58,100.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00	\$59,000.00
0037	113	ASSISTANT DISTRICT ATTORNEY	\$51,064.00	\$2,036.00	\$53,100.00	0	\$0.00	\$0.00	\$53,100.00	\$53,100.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00	\$54,000.00
0038	113	ASSISTANT DISTRICT ATTORNEY	\$50,024.00	\$5,116.00	\$55,140.00	0	\$0.00	\$0.00	\$55,140.00	\$55,140.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00	\$56,040.00
0039	113	ASSISTANT DISTRICT ATTORNEY	\$50,024.00	\$5,076.00	\$55,100.00	0	\$0.00	\$0.00	\$55,100.00	\$55,100.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00	\$56,000.00
0040	113	ASSISTANT DISTRICT ATTORNEY	\$48,984.00	\$5,116.00	\$54,100.00	0	\$0.00	\$0.00	\$54,100.00	\$54,100.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00	\$55,000.00
0041	113	ASSISTANT DISTRICT ATTORNEY	\$47,484.00	\$2,374.00	\$49,858.00	0	\$0.00	\$0.00	\$49,858.00	\$49,100.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00	\$50,000.00
0042	113	CRIMINAL INVESTIGATOR	\$48,776.00	\$2,364.00	\$51,140.00	0	\$0.00	\$0.00	\$51,140.00	\$51,140.00	\$720.00	\$0.00	\$0.00	\$3,600.00	\$0.00	\$55,460.00
0043	113	ASSISTANT DISTRICT ATTORNEY	\$47,944.00	\$5,000.00	\$52,944.00	0	\$0.00	\$0.00	\$52,944.00	\$52,944.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00	\$53,844.00
0044	113	ASSISTANT DISTRICT ATTORNEY	\$47,424.00	\$4,500.00	\$51,924.00	0	\$0.00	\$0.00	\$51,924.00	\$51,924.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00	\$52,824.00
0045	113	ASSISTANT DISTRICT ATTORNEY	\$47,424.00	\$4,676.00	\$52,100.00	0	\$0.00	\$0.00	\$52,100.00	\$49,100.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00	\$50,000.00
0046	113	ASSISTANT DISTRICT ATTORNEY	\$47,424.00	\$6,676.00	\$54,100.00	0	\$0.00	\$0.00	\$54,100.00	\$54,100.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00	\$55,000.00
0047	113	ASSISTANT DISTRICT ATTORNEY	\$47,276.00	\$6,000.00	\$53,276.00	0	\$0.00	\$0.00	\$53,276.00	\$53,276.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00	\$54,176.00
0048	113	ASSISTANT DISTRICT ATTORNEY	\$47,424.00	\$3,500.00	\$50,924.00	0	\$0.00	\$0.00	\$50,924.00	\$50,924.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00	\$51,824.00
0049	113	ASSISTANT DISTRICT ATTORNEY	\$47,424.00	\$6,000.00	\$53,424.00	0	\$0.00	\$0.00	\$53,424.00	\$53,424.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00	\$54,324.00
0050	111	CRIMINAL DISTRICT ATTORNEY	\$46,337.00	\$2,317.00	\$48,654.00	0	\$0.00	\$0.00	\$48,654.00	\$48,654.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$56,654.00
0051	113	ASSISTANT DISTRICT ATTORNEY	\$45,864.00	\$3,000.00	\$48,864.00	0	\$0.00	\$0.00	\$48,864.00	\$48,864.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00	\$49,764.00
0052	113	ACCOUNTANT	\$44,720.00	\$2,236.00	\$46,956.00	0	\$0.00	\$0.00	\$46,956.00	\$46,956.00	\$1,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,976.00
0053	113	CRIMINAL INVESTIGATOR	\$43,160.00	\$2,371.00	\$45,531.00	0	\$0.00	\$0.00	\$45,531.00	\$45,531.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,531.00
0054	113	CRIMINAL INVESTIGATOR	\$40,872.00	\$2,371.00	\$43,243.00	0	\$0.00	\$0.00	\$43,243.00	\$43,243.00	\$1,740.00	\$0.00	\$0.00	\$3,600.00	\$0.00	\$48,583.00
0055	113	ADMINISTRATIVE ASSISTANT	\$40,768.00	\$2,038.00	\$42,806.00	0	\$0.00	\$0.00	\$42,806.00	\$42,806.00	\$1,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,886.00
0056	113	ADMINISTRATIVE ASSISTANT	\$39,208.00	\$1,960.00	\$41,168.00	0	\$0.00	\$0.00	\$41,168.00	\$41,168.00	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,968.00
0057	113	ADMINISTRATIVE ASSISTANT	\$34,840.00	\$1,742.00	\$36,582.00	0	\$0.00	\$0.00	\$36,582.00	\$36,582.00	\$1,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,722.00
0058	113	ADMINISTRATIVE ASSISTANT	\$34,840.00	\$1,742.00	\$36,582.00	0	\$0.00	\$0.00	\$36,582.00	\$36,582.00	\$960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,542.00
0059	113	LEGAL ASSISTANT	\$32,240.00	\$1,612.00	\$33,852.00	0	\$0.00	\$0.00	\$33,852.00	\$33,852.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,272.00
0060	113	ADMINISTRATIVE ASSISTANT	\$32,240.00	\$1,612.00	\$33,852.00	0	\$0.00	\$0.00	\$33,852.00	\$33,852.00	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,752.00
0061	113	LEGAL ASSISTANT	\$31,512.00	\$1,576.00	\$33,088.00	0	\$0.00	\$0.00	\$33,088.00	\$33,088.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,508.00
0062	113	LEGAL ASSISTANT	\$31,200.00	\$1,560.00	\$32,760.00	0	\$0.00	\$0.00	\$32,760.00	\$32,760.00	\$840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,600.00
0063	113	LEGAL ASSISTANT	\$31,200.00	\$1,560.00	\$32,760.00	0	\$0.00	\$0.00	\$32,760.00	\$32,760.00	\$1,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,840.00
0064	113	LEGAL ASSISTANT	\$31,200.00	\$1,560.00	\$32,760.00	0	\$0.00	\$0.00	\$32,760.00	\$32,760.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,480.00
0065	113	LEGAL ASSISTANT	\$30,680.00	\$1,534.00	\$32,214.00	0	\$0.00	\$0.00	\$32,214.00	\$32,214.00	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,114.00
0066	113	LEGAL ASSISTANT	\$23,000.00	\$2,000.00	\$25,000.00	0	\$0.00	\$0.00	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00
0067	113	LEGAL ASSISTANT	\$29,328.00	\$2,000.00	\$31,328.00	0	\$0.00	\$0.00	\$31,328.00	\$31,328.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,328.00
0068	113	LEGAL ASSISTANT	\$28,600.00	\$2,000.00	\$30,600.00	0	\$0.00	\$0.00	\$30,600.00	\$30,600.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,140.00
0069	113	LEGAL ASSISTANT	\$23,000.00	(\$1,000.00)	\$22,000.00	0	\$0.00	\$0.00	\$22,000.00	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,000.00
0070	113	LEGAL ASSISTANT	\$25,000.00	\$2,000.00	\$27,000.00	0	\$0.00	\$0.00	\$27,000.00	\$27,000.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,360.00

**COMMISSIONER COURT
2009 SALARY SCHEDULE**

**9-1100-412-00-080-002-0-
CRIM DA**

AI - 16303

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0071	113	LEGAL ASSISTANT	\$25,000.00	(\$3,000.00)	\$22,000.00	0	\$0.00	\$0.00	\$22,000.00	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,000.00
0072	113	LEGAL ASSISTANT	\$24,000.00	\$2,000.00	\$26,000.00	0	\$0.00	\$0.00	\$26,000.00	\$26,000.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,360.00
0073	113	LEGAL ASSISTANT	\$24,000.00	\$2,000.00	\$26,000.00	0	\$0.00	\$0.00	\$26,000.00	\$26,000.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,360.00
0074	113	LEGAL ASSISTANT	\$23,000.00	\$2,000.00	\$25,000.00	0	\$0.00	\$0.00	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00
0075	113	LEGAL ASSISTANT	\$22,300.00	\$2,000.00	\$24,300.00	0	\$0.00	\$0.00	\$24,300.00	\$24,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,300.00
0076	113	LEGAL ASSISTANT	\$22,220.00	\$2,000.00	\$24,220.00	0	\$0.00	\$0.00	\$24,220.00	\$24,220.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,220.00
0077	113	LEGAL ASSISTANT	\$22,000.00	\$2,000.00	\$24,000.00	0	\$0.00	\$0.00	\$24,000.00	\$24,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,000.00
0078	113	LEGAL ASSISTANT	\$22,000.00	\$2,000.00	\$24,000.00	0	\$0.00	\$0.00	\$24,000.00	\$24,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,000.00
0079	113	LEGAL ASSISTANT	\$22,000.00	\$2,000.00	\$24,000.00	0	\$0.00	\$0.00	\$24,000.00	\$24,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,000.00
0080	113	LEGAL ASSISTANT	\$21,500.00	\$2,000.00	\$23,500.00	0	\$0.00	\$0.00	\$23,500.00	\$23,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,500.00
0081	113	LEGAL ASSISTANT	\$20,000.00	\$2,000.00	\$22,000.00	0	\$0.00	\$0.00	\$22,000.00	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,000.00
0082	113	LEGAL ASSISTANT	\$20,000.00	\$2,000.00	\$22,000.00	0	\$0.00	\$0.00	\$22,000.00	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,000.00
0083	113	LEGAL ASSISTANT	\$24,000.00	\$1,000.00	\$25,000.00	0	\$0.00	\$0.00	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00
0084	113	LEGAL ASSISTANT	\$20,000.00	\$2,000.00	\$22,000.00	0	\$0.00	\$0.00	\$22,000.00	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,000.00
0085	113	LEGAL ASSISTANT	\$20,000.00	\$2,000.00	\$22,000.00	0	\$0.00	\$0.00	\$22,000.00	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,000.00
0086	113	LEGAL ASSISTANT	\$20,000.00	\$2,000.00	\$22,000.00	0	\$0.00	\$0.00	\$22,000.00	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,000.00
0087	113	CRIMINAL INVESTIGATOR	\$41,000.00	\$2,371.00	\$43,371.00	0	\$0.00	\$0.00	\$43,371.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0088	113	LEGAL ASSISTANT	\$20,000.00	\$2,000.00	\$22,000.00	0	\$0.00	\$0.00	\$22,000.00	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,000.00
0089	113	ASSISTANT DISTRICT ATTORNEY	\$0.00	\$99,100.00	\$99,100.00	0	\$0.00	\$0.00	\$99,100.00	\$99,100.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00	\$100,000.00
		CREATE														
0090	113	ASSISTANT DISTRICT ATTORNEY	\$0.00	\$61,027.00	\$61,027.00	0	\$0.00	\$0.00	\$61,027.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00	\$0.00
TOTAL			\$4,136,767.00	\$322,307.00	\$4,459,074.00		\$0.00	\$0.00	\$4,459,074.00	\$4,347,573.00	\$83,980.00	\$0.00	\$0.00	\$60,200.00	\$900.00	\$4,489,053.00

- Approval to delete one (1) vacant regular full-time Criminal Investigator position, slot no. 025, budgeted salary \$61,027.00 per year and delete allocated auto allowance in the amount of \$3,600.00, pending CC approval.
- Approval to create one (1) regular full-time Assistant District Attorney position, slot no. 090 budgeted salary at \$61,027.07 per year and allocate \$900.00 in auto allowance, pending CC approval.

AI-16342

23.D.2.

**Delete and Create Position
CC REGULAR**

Date: 07/07/2009
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Comm. Handy
Department: BUDGET & MANAGEMENT
Agenda Category: Precinct #1

Information

CAPTION

Pct. 1 P/U RD:

- a. Approval to delete one (1) regular full-time Administrative Assistant position, slot no. 0004, budgeted salary \$59,568.00.
- b. Approval to create one (1) regular full time Executive Assistant position, slot no. 0085, budgeted salary \$59,568.00.
- c. Approval to pay auto allowance to Executive Assistant position, slot no. 0085, in the amount of \$5,000.00
- d. Approval of 2009 intradepartmental transfer to fund salary and auto allowance for new position.
- e. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 1201-431-00-121-005-0
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
FUNDING SOURCE - - > LAPSE SALARIES

Attachments

Link: [Revised Salary Schedule](#)
Link: [Job Description](#)
Link: [Job Description](#)
Link: [fiscal note](#)
Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	07/02/2009 05:05 PM	APRV
2	Budget & Management		07/02/2009 05:09 PM	NEW

Form Started By: Damaris San Miguel Started On: 07/02/2009 03:46 PM

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

1201-431-00-121-005-0

AI - 16342

PCT. 1 P/U RD

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
1	113	CHIEF ADMINISTRATOR	80,340.00	0.00	80,340.00	5%	4,017.00	0.00	84,357.00	84,357.00	0.00	0.00	0.00	0.00	0.00	84,357.00
2	113	BUDGET MANAGER	67,600.00	0.00	67,600.00	5%	3,380.00	0.00	70,980.00	70,980.00	540.00	0.00	0.00	0.00	0.00	71,520.00
3	113	HUMAN RESOURCES COORDINATOR	60,320.00	0.00	60,320.00	5%	3,016.00	0.00	63,336.00	63,336.00	0.00	0.00	0.00	0.00	0.00	63,336.00
4	113	ADMINISTRATIVE ASSISTANT	56,731.00	0.00	56,731.00	5%	2,837.00	0.00	59,568.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	113	RIGHT OF WAY DIRECTOR	47,731.00	0.00	47,731.00	5%	2,387.00	0.00	50,118.00	50,118.00	0.00	0.00	0.00	0.00	0.00	50,118.00
6	113	INVENTORY COORDINATOR	46,800.00	0.00	46,800.00	5%	2,340.00	0.00	49,140.00	49,140.00	0.00	0.00	0.00	0.00	0.00	49,140.00
7	113	ACCOUNTANT	46,800.00	0.00	46,800.00	5%	2,340.00	0.00	49,140.00	49,140.00	0.00	0.00	0.00	0.00	0.00	49,140.00
9	113	COORDINATOR	42,385.00	0.00	42,385.00	5%	2,119.25	0.00	44,504.25	44,504.00	360.00	0.00	0.00	0.00	0.00	44,864.00
10	113	SAFETY DIRECTOR	40,676.00	0.00	40,676.00	5%	2,034.00	0.00	42,710.00	42,710.00	540.00	0.00	0.00	0.00	0.00	43,250.00
11	113	ASSISTANT FIELD/OPERATIONS DIRECTOR	37,681.00	0.00	37,681.00	5%	1,884.00	0.00	39,565.00	39,565.00	420.00	0.00	0.00	0.00	0.00	39,985.00
12	113	SPECIAL PROJECTS COORDINATOR	37,450.00	0.00	37,450.00	5%	1,872.00	0.00	39,322.00	39,322.00	540.00	0.00	0.00	0.00	0.00	39,862.00
13	113	PAVING SUPERVISOR	36,284.00	0.00	36,284.00	5%	1,814.00	0.00	38,098.00	38,098.00	960.00	0.00	0.00	0.00	0.00	39,058.00
14	113	SAFETY COORDINATOR	36,284.00	0.00	36,284.00	5%	1,814.00	0.00	38,098.00	38,098.00	0.00	0.00	0.00	0.00	0.00	38,098.00
18	113	MAINTENANCE III	32,540.00	0.00	32,540.00	5%	1,627.00	0.00	34,167.00	34,167.00	1,140.00	0.00	0.00	0.00	0.00	35,307.00
19	113	TRUCK DRIVER I	32,540.00	0.00	32,540.00	5%	1,627.00	0.00	34,167.00	34,167.00	0.00	0.00	0.00	0.00	0.00	34,167.00
20	113	HEAVY EQUIPMENT OPERATOR III	32,540.00	0.00	32,540.00	5%	1,627.00	0.00	34,167.00	34,167.00	780.00	0.00	0.00	0.00	0.00	34,947.00
21	113	MAINTENANCE III	32,540.00	0.00	32,540.00	5%	1,627.00	0.00	34,167.00	33,937.00	0.00	0.00	0.00	0.00	0.00	33,937.00
22	113	HEAVY EQUIPMENT OPERATOR I	32,540.00	0.00	32,540.00	5%	1,627.00	0.00	34,167.00	34,167.00	900.00	0.00	0.00	0.00	0.00	35,067.00
23	113	MAINTENANCE III	32,540.00	0.00	32,540.00	5%	1,627.00	0.00	34,167.00	34,167.00	0.00	0.00	0.00	0.00	0.00	34,167.00
24	113	MAINTENANCE II	32,540.00	0.00	32,540.00	5%	1,627.00	0.00	34,167.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25	113	MAINTENANCE III	32,540.00	0.00	32,540.00	5%	1,627.00	0.00	34,167.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27	113	GRANTS SPECIALIST	32,321.00	0.00	32,321.00	5%	1,616.00	0.00	33,937.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28	113	TRAFFIC CONTROL SPECIALIST I	32,018.00	0.00	32,018.00	5%	1,601.00	0.00	33,619.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29	113	MECHANIC II	31,027.00	0.00	31,027.00	5%	1,551.35	0.00	32,578.35	32,578.00	360.00	0.00	0.00	0.00	0.00	32,938.00
30	113	HEAVY EQUIPMENT OPERATOR II	30,258.00	0.00	30,258.00	5%	1,513.00	0.00	31,771.00	31,771.00	1,320.00	0.00	0.00	0.00	0.00	33,091.00
31	113	MAINTENANCE III	29,190.00	0.00	29,190.00	5%	1,459.50	540.50	31,190.00	31,190.00	0.00	0.00	0.00	0.00	0.00	31,190.00

AI - 16342

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
33	113	CLERK/RECEPTIONIST	28,016.00	0.00	28,016.00	5%	1,401.00	599.00	30,016.00	30,016.00	0.00	0.00	0.00	0.00	0.00	30,016.00
34	113	MECHANIC I	28,016.00	0.00	28,016.00	5%	1,401.00	599.00	30,016.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35	113	HEAVY EQUIPMENT OPERATOR III	27,857.00	0.00	27,857.00	5%	1,393.00	607.00	29,857.00	29,857.00	1,380.00	0.00	0.00	0.00	0.00	31,237.00
36	113	HEAVY EQUIPMENT OPERATOR II	27,852.00	0.00	27,852.00	5%	1,393.00	607.00	29,852.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
37	113	MAINTENANCE II	27,852.00	0.00	27,852.00	5%	1,392.60	607.40	29,852.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00
38	113	HEAVY EQUIPMENT OPERATOR II	27,852.00	0.00	27,852.00	5%	1,393.00	607.00	29,852.00	29,852.00	0.00	0.00	0.00	0.00	0.00	29,852.00
39	113	TRUCK DRIVER III	27,031.00	0.00	27,031.00	5%	1,351.55	648.45	29,031.00	29,031.00	0.00	0.00	0.00	0.00	0.00	29,031.00
40	113	MAINTENANCE I	26,807.00	0.00	26,807.00	5%	1,340.00	660.00	28,807.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41	113	TRUCK DRIVER III	26,026.00	0.00	26,026.00	5%	1,301.30	698.70	28,026.00	28,026.00	840.00	0.00	0.00	0.00	0.00	28,866.00
42	113	MAINTENANCE II	25,562.00	0.00	25,562.00	5%	1,278.10	721.90	27,562.00	27,562.00	0.00	0.00	0.00	0.00	0.00	27,562.00
43	113	TRUCK DRIVER III	25,562.00	0.00	25,562.00	5%	1,278.00	722.00	27,562.00	27,562.00	0.00	0.00	0.00	0.00	0.00	27,562.00
44	113	TRUCK DRIVER I	24,607.00	0.00	24,607.00	5%	1,230.00	770.00	26,607.00	24,607.00	0.00	0.00	0.00	0.00	0.00	24,607.00
45	113	HEAVY EQIPMENT OPERATOR III	24,607.00	0.00	24,607.00	5%	1,230.35	769.65	26,607.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00
46	113	HEAVY EQUIPMENT OPERATOR I	24,334.00	0.00	24,334.00	5%	1,217.00	783.00	26,334.00	26,334.00	480.00	0.00	0.00	0.00	0.00	26,814.00
47	113	TRUCK DRIVER III	24,334.00	0.00	24,334.00	5%	1,216.70	783.30	26,334.00	26,334.00	0.00	0.00	0.00	0.00	0.00	26,334.00
48	113	TRUCK DRIVER III	24,000.00	0.00	24,000.00	5%	1,200.00	800.00	26,000.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
49	113	TRUCK DRVER III	24,000.00	0.00	24,000.00	5%	1,200.00	800.00	26,000.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
50	113	TRUCK DRIVER III	24,000.00	0.00	24,000.00	5%	1,200.00	800.00	26,000.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
51	113	HEAVY EQUIPMENT OPERATOR I	23,483.00	0.00	23,483.00	5%	1,174.00	826.00	25,483.00	25,483.00	1,140.00	0.00	0.00	0.00	0.00	26,623.00
52	113	MAINTENANCE I	23,236.00	0.00	23,236.00	5%	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
53	113	MAINTENANCE I	23,236.00	0.00	23,236.00	5%	1,162.00	838.00	25,236.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
54	113	HEAVY EQUIPMENT OPERATOR I	23													

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

1201-431-00-121-005-0

AI - 16342

PCT. 1 P/U RD

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
61	113	ADMINISTRATIVE ASSISTANT	48,256.00	0.00	48,256.00	5%	2,413.00	0.00	50,669.00	50,669.00	0.00	0.00	0.00	0.00	0.00	50,669.00
71	113	COMMUNITY LIAISON	42,000.00	0.00	42,000.00	5%	2,100.00	0.00	44,100.00	44,100.00	300.00	0.00	0.00	0.00	0.00	44,400.00
72	113	DIRECTOR OF OPERATIONS	65,265.00	0.00	65,265.00	5%	3,263.25	0.00	68,528.25	68,528.00	0.00	0.00	0.00	0.00	0.00	68,528.00
73	113	MAINTENANCE III	32,000.00	0.00	32,000.00	5%	1,600.00	0.00	33,600.00	33,600.00	0.00	0.00	0.00	0.00	0.00	33,600.00
74	113	TIRE REPAIR/MAINTENANCE	22,000.00	0.00	22,000.00	5%	1,100.00	900.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
76	113	CONTRACTS MANAGER	42,000.00	0.00	42,000.00	5%	2,100.00	0.00	44,100.00	44,100.00	0.00	0.00	0.00	0.00	0.00	44,100.00
77	113	MECHANIC III	37,440.00	0.00	37,440.00	5%	1,872.00	0.00	39,312.00	39,312.00	0.00	0.00	0.00	0.00	0.00	39,312.00
78	113	DIESEL MECHANIC	40,000.00	0.00	40,000.00	5%	2,000.00	0.00	42,000.00	42,000.00	0.00	0.00	0.00	0.00	0.00	42,000.00
79	113	GENERAL FOREMAN	0.00	50,000.00	50,000.00	0%	0.00	8,000.00	58,000.00	58,000.00	1,140.00	0.00	0.00	0.00	0.00	59,140.00
80	113	MATERIAL MANAGEMENT MANAGER	0.00	40,000.00	40,000.00	0%	0.00	0.00	40,000.00	40,000.00	0.00	0.00	0.00	0.00	0.00	40,000.00
81	113	CALL CENTER MANAGER	0.00	55,000.00	55,000.00	0%	0.00	0.00	55,000.00	55,000.00	0.00	0.00	0.00	0.00	0.00	55,000.00
82	113	HUMAN RESOURCES MANAGER	0.00	65,000.00	65,000.00	0%	0.00	0.00	65,000.00	65,000.00	0.00	0.00	0.00	0.00	0.00	65,000.00
83	113	FIELD OPERATIONS DIRECTOR	0.00	65,000.00	65,000.00	0%	0.00	0.00	65,000.00	65,000.00	0.00	0.00	0.00	0.00	0.00	65,000.00
84	113	TRAFFIC SAFETY SPECIALIST III	0.00	44,100.00	44,100.00	0%	0.00	0.00	44,100.00	44,100.00	660.00	0.00	0.00	0.00	0.00	44,760.00
85	113	EXECUTIVE ASSISTANT	0.00	0.00	59,568.00	0%	0.00	0.00	59,568.00	0.00	0.00	0.00	0.00	5,000.00	0.00	0.00
			2,029,723.00	319,100.00	2,348,823.00			101,488.15	29,011.70	2,479,322.85	2,063,994.00	14,220.00	0.00	0.00	0.00	2,084,214.00

Approval to delete one (1) regular full-time Administrative Assistant position, slot no. 0004, budgeted salary \$59,568.00.

Approval to create one (1) regular full time Executive Assistant position, slot no. 0085, budgeted salary \$59,568.00

Approval to pay auto allowance to Executive Assistant position, slot no. 0085, in the amount of \$5,000.00

②

**HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED**

Job Title: Administrative Assistant

FLSA Status: Exempt

Dept No: 121-124 005

Civil Service Status: Non-Exempt

SUMMARY:

This is a highly confidential position which requires decision making and county policy implementation. Provides administrative and organizational support to the County Commissioner including researching data and producing reports on various precinct concerns/activities. May receive inquiries from constituents, government and public/private agencies and may represent the Commissioner at public functions as directed.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Monitors progress on projects within the precinct as directed by the commissioner.
- Coordinates with other elected and appointed officials on a local, county, state and national level on precinct matters as directed by the commissioner.
- May make presentations to the public. Requires good communication skills.
- May provide technical assistance to precinct rural communities, citizen groups, and non-profit organizations in developing plans, projects and programs to improve the delivery and availability of services within the precinct.
- May assist in implementing policies and procedures.
- May assist Commissioner and administrator in preparing the precinct budget and monitors expenditures against budget as directed.
- Reports issues and concerns to commissioner and acts upon/follows up as directed.
- May act as initial point of contact for constituents, external agencies and persons seeking appointments to boards/commissions.
- Monitors government, agency and news media reports for items of importance to county and precinct level.
- Regular attendance is must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities;

EDUCATION and/or EXPERIENCE

- High School Diploma or general education degree (GED)
- Minimum of two (2) years of administrative and supervisory experience or two (2) years of college.

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES

- Knowledge of effective supervisory principles and practices.
- Knowledge of purchasing and of hazards and safety precautions.
- Ability to maintain complete and accurate records.
- Ability to read, analyze and interpret general business periodicals, technical procedures, or government regulations.
- Ability to write reports, service orders and procedure guidelines.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication and division in all units of measure.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:

Required to follow all department's safety regulations.

**HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED**

Job Title:	Executive Assistant	FLSA Status:	Exempt
Dept No:	121-124	Civil Service Status:	EXEMPT

SUMMARY:

This is a highly confidential position which requires decision making and county policy implementation. Provides administrative and organizational support to the County Commissioner including researching data and reports on various precinct concerns/activities. May receive inquiries from constituents, government and public/private agencies and may represent the Commissioner at public functions as directed.

The Executive Assistant is appointed by and serves at the will of the County Commissioner.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel;

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:

Required to follow all department's safety regulations.

Hidalgo County
Department of Budget & Management
FISCAL NOTE

**Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.*

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, July 07, 2009

Agenda Item: 16342

Summary of request/proposal:

Pct. 1 P/U RD department is requesting approval to delete one (1) regular full-time Administrative Assistant position, slot no. 0004, budgeted salary \$59,568.00 and create one (1) regular full time Executive Assistant position, slot no. 0085, budgeted salary \$59,568.00. Also, requesting to pay auto allowance to Executive Assistant position, slot no. 0085, in the amount of \$5,000.00

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1201	ADMINISTRATIVE ASSISTANT	0004	113	59,568.00	0.00	(59,568.00)
1201	EXECUTIVE ASSISTANT	0085	113	0.00	59,568.00	59,568.00
1201	AUTO ALLOWANCE	0085	118	0.00	5,000.00	5,000.00
TOTAL				59,568.00	64,568.00	5,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1201-431-00-121-005-0	113	PCT. 1 P/U RD -	REG F/T EMPLOYEES	
9-1201-431-00-121-005-0	118	PCT. 1 P/U RD -	AUTO ALLOWANCE	\$2,471.26
9-1201-431-00-121-005-0	211	PCT. 1 P/U RD -	HEALTH INSURANCE	
9-1201-431-00-121-005-0	212	PCT. 1 P/U RD -	LIFE INSURANCE	
9-1201-431-00-121-005-0	220	PCT. 1 P/U RD -	FICA	\$189.05
9-1201-431-00-121-005-0	230	PCT. 1 P/U RD -	RETIREMENT	\$222.91
9-1201-431-00-121-005-0	250	PCT. 1 P/U RD -	UNEMPLOYMENT COMP	\$12.36
9-1201-431-00-121-005-0	260	PCT. 1 P/U RD -	WORKER'S COMP	\$4.94
2009 Budgetary Impact				\$2,900.52

2010 Budgetary Impact:

Possible Funding Sources: **LAPSED FUNDING AVAILABLE**

Budget Office Recommendation:

DATE: July 6, 2009

2009 Transfer



DEPARTMENT
HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT Department of Budget & Management for
NAME: PCT. 1 P/U RD

**ACCOUNT
NUMBER:** 9-1201-431-00-121-005-0-XXX

Contact Person: Sylvia V. Solis

Ph#: (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT DESCRIPTION	TO	OBJECT DESCRIPTION	AMOUNT
OBJECT CODE		OBJECT CODE		
113	REG F/T EMPLOYEES	118	AUTO ALLOWANCE	2,500.00
TOTAL				2,500.00

REASON:
Intradepartmental Transfer to fund prorated auto allowance for Executive Assistant position.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16295

24.A.4.

Requesting Approval for Credit Application Related Forms-Time Warner Cable

CC REGULAR

Date: 07/07/2009

Submitted By: Darlene Betancourt, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Hidalgo County-Public Information Officer

Requesting approval to complete and submit credit application and related forms as required by vendor, Time Warner in connection with Hidalgo County airing Public Service Announcements notifying residents of the upcoming: Hurricane Preparedness Exposition to held on July 11, 2009 at McAllen Convention Center.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Fiscal Impact-As per County Judge's Office-Public Information Officer

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

As per Carrie Lambrecht, Hidalgo County's PIO, this request will not have a budgetary impact on the County inasmuch as the County has received at least four private donations and those donations will go directly to Time Warner to pay the \$2,500.00 cost. This is why no requisition is being submitted. In addition, I asked if more than one quote was secured. Her response was no because there is only one cable company. I informed her that there are also other television broadcasters from which quotes can be requested.

Attachments

Link: Dare to Prepare Disaster Expo Letter

Link: Terms and Conditions

Link: Credit Application

Link: New Client Form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/01/2009 02:59 PM	APRV
2	Budget & Management	Erika Zamora	07/02/2009 08:05 AM	APRV
3	Ivan Cantu	Ivan Cantu	07/02/2009 02:29 PM	APRV
4	Matilde Faz	Matilde Faz	07/02/2009 02:38 PM	APRV
5	Auditor's Office	Arcilia Duran	07/02/2009 02:21 PM	NEW

Form Started By: Darlene
Betancourt

Started On: 07/01/2009 10:41
AM

Final Approval Date: 07/02/2009

Matilde Faz

From: Nielda Cavazos [nielda.cavazos@co.hidalgo.tx.us]
Sent: Thursday, July 02, 2009 1:11 PM
To: matilde.faz@co.hidalgo.tx.us
Subject: FW: For Purchasing Purposes

Importance: High

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, July 02, 2009 12:49 PM
To: nielda.cavazos@co.hidalgo.tx.us
Subject: FW: For Purchasing Purposes
Importance: High

Ms. Nielda:

Please see that this e-mail is attached to AI #16328 and #16295. They are both related. Maty is working on #16328 and it is in inbox. The other #16295 is already in routing.

Thanks,
Marty

From: cari lambrecht [mailto:cari.lambrecht@hidalgocountyjudge.com]
Sent: Thursday, July 02, 2009 12:40 PM
To: Martha Salazar
Cc: raul.lozano@co.hidalgo.tx.us; Tony Pena
Subject: For Purchasing Purposes

Hidalgo County Judge's Office-Division of Emergency Services with Hidalgo County Health and Human Services and the City of McAllen are hosting the Dare to Prepare Disaster Readiness Expo on Saturday, July 11th, 2009 at the McAllen Convention Center. The goal of this expo is to demonstrate our level of preparedness as well as inform the public of the many things they can do to educate themselves. We have a variety of agencies—governmental and non-profit—as well as some vendors participating. We plan to have about 50 booths, as well as a panel of speakers, a rock wall, a motorcycle show hosted by SPI Bike Fest and more. It should be a very exciting day!!

What does this event cost?

From HCHHS Preparedness Grant: \$5,000 (this will pay for decorations, booth set up, registration table, food for volunteers, and our booths manager)

City of McAllen donated use of the Convention Center Exhibit Hall B including power, use of the marquee and they are providing their staff to help us with logistics as well. **Several thousand in donations, est. \$10,000**

We have received **\$4,000 in sponsorships** that will be used to pay for advertising with Time Warner Cable, Univision Radio, as well as ASL interpretation services, posters. Our sponsors, which are paying the vendors direct, are:

Beck DR - \$1,000

LRGVDC - \$500

Salvation Army- \$500

City of McAllen-Public Works- \$500

Sprint -\$500

Magic Valley Electric Coop -\$500

Texas Gas Service-\$500

In-kind services are being provided by SPI Bike Fest, NewsChannel 5, TX Army National Guard, ClearChannel Radio, City of McAllen and of course, the county.

I hope that clears up everything. Please let me know if you need anything else from me!

Cari Lambrecht

Hidalgo County Public Information Officer

100 E. Cano, 2nd Floor

Edinburg, TX 78539

o: (956) 292-7026

c: (956) 720-5626

f: (956) 318-2699

cari.lambrecht@hidalgocountyjudge.com

Join us on the web at www.co.hidalgo.tx.us

Twitter: www.twitter.com/hcpio

Blog: www.judgejd.com



5001 Spring Valley Road
Suite 550 East
Dallas, TX 75244

Southwest Regional Operating Center

New Client Number Request Form

Client ID#

Company Name:

To be Completed by Finance

Client: New _____ Update _____ Agency: New _____ Update _____ In House Agency: New _____ Update _____

Account Number _____ (If updating client/agency info, please indicate Acct#)

AE: _____ Market: _____ Date: _____

Client Name: _____

Client Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ E-mail: _____ Fax: _____

Contact Name: _____

Commodity: _____ Revenue Type: _____

CIA _____ Misc Rev Only Client \$ _____ Requesting Monthly Credit \$ _____ App Submitted Y or N _____

Agency Name: _____

Agency Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ E-mail: _____ Fax: _____

Contact Name: _____

CIA _____ Misc Rev Only Client \$ _____ Requesting Monthly Credit \$ _____ App Submitted Y or N _____

Who will be financially Responsible: (Select one) Advertiser Agency In House Agency
(If Billing should go to anyone other than the responsible party we will need written authorization to do so)

Invoices should be sent to the following A/P email address (if Coop/EDI is not required): _____

EDI (agency only) Yes: _____ No: _____

Calendar Billing Yes: _____ No: _____

CO-OP Required: Yes: _____ No: _____ Date script will be provided: _____

Purchase Order (PO) Number Required Yes: _____ No: _____

Invoice Generation Selection:

☐ One invoice for ALL orders per month ☐ One Invoice for orders with same Est. # per month
☐ One invoice PER order per month (Default) ☐ One Invoice for orders with same Est.# / Sys Code per month

Time Warner Account Executive: _____

CREDIT APPLICATION



Agency _____ Direct _____
New Client _____ Update Files _____

The following confidential information is furnished to TIME WARNER CABLE MEDIA SALES with the intention that it is to be used by them in establishing a credit account and if credit is extended, I, We, or either of Us, agrees to pay for services supplied by TIME WARNER CABLE MEDIA SALES at their offices in DALLAS on or before the dates established by them as their terms of credit.

SPECIAL BILLING REQUEST:	CO-OP _____	SCRIPTS REQ. _____	OTHER _____
MARKET(s) _____	MONTHLY CREDIT \$ _____	COMMITTED SCHEDULE AMOUNT\$ _____	

LEGAL COMPANY NAME AND DBA'S _____			
ADDRESS/ BILLING _____			
CITY _____	STATE _____	ZIP _____	PHONE _____
EMAIL _____			FAX _____
Products Sold/Industry: _____			
PLEASE INDICATE: Proprietorship _____ Partnership _____ Corporation _____			
Social Security No. _____		Tax ID# _____	# years in business: _____

1.	PRINCIPAL/OFFICERS		
NAME	_____	ADDRESS _____	CITY/ST _____ PHN _____
NAME	_____	ADDRESS _____	CITY/ST _____ PHN _____

2.	CREDIT REFERENCES (advertising/media preferred)		
NAME	_____	ACCT # _____	CITY/ST _____ PHN _____
NAME	_____	ACCT # _____	CITY/ST _____ PHN _____
NAME	_____	ACCT # _____	CITY/ST _____ PHN _____
NAME	_____	ACCT # _____	CITY/ST _____ PHN _____

3.	BANK REFERENCES		
NAME/LOCATION	_____	ACCT # _____	PHN _____
NAME/LOCATION	_____	ACCT # _____	PHN _____

SIGNED BY: _____ TITLE: _____
PRINT: _____ DATE: _____



5001 Spring Valley Road
Suite 550 East
Dallas, TX 75244

Southwest Regional Operating Center

New Client Number Request Form

Client ID#

Company Name:

To be Completed by Finance

Client: New _____ Update _____ Agency: New _____ Update _____ In House Agency: New _____ Update _____

Account Number _____ (If updating client/agency info, please indicate Acct#)

AE: _____ Market: _____ Date: _____

Client Name: _____

Client Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ E-mail: _____ Fax: _____

Contact Name: _____

Commodity: _____ Revenue Type: _____

CIA _____ Misc Rev Only Client \$ _____ Requesting Monthly Credit \$ _____ App Submitted Y or N _____

Agency Name: _____

Agency Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ E-mail: _____ Fax: _____

Contact Name: _____

CIA _____ Misc Rev Only Client \$ _____ Requesting Monthly Credit \$ _____ App Submitted Y or N _____

Who will be financially Responsible: (Select one) Advertiser Agency In House Agency
(If Billing should go to anyone other than the responsible party we will need written authorization to do so)

Invoices should be sent to the following A/P email address (if Coop/EDI is not required): _____

EDI (agency only) Yes: _____ No: _____

Calendar Billing Yes: _____ No: _____

CO-OP Required: Yes: _____ No: _____ Date script will be provided: _____

Purchase Order (PO) Number Required Yes: _____ No: _____

Invoice Generation Selection:

☐ One invoice for ALL orders per month ☐ One Invoice for orders with same Est. # per month
☐ One invoice PER order per month (Default) ☐ One Invoice for orders with same Est.# / Sys Code per month

Finance Use:

AI-16298

24.A.5.

**Record & Delay Broadcast of H.C. Commissioners Court Meetings
CC REGULAR**

Date: 07/07/2009
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to re-advertise the same procurement packet (approved by CC on 6-15-09) for: Record and Delay Broadcast of Hidalgo County Commissioners Court Meetings" inasmuch as no bids were received-project #2009-296-07-29-YZV.

BACKGROUND

Proposed Advertisement Dates:

1st AD: July 11, 2009

2nd AD: July 18, 2009

Proposed Bid Opening Date: July 29, 2009

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-413-30-115-017-0-320

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 7-2-09 \$24,000.00.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/01/2009 03:03 PM	APRV
2	Budget & Management	Erika Zamora	07/02/2009 08:08 AM	APRV
3	Ivan Cantu	Ivan Cantu	07/02/2009 01:15 PM	APRV
4	Auditor's Office		07/02/2009 05:09 PM	NEW

Form Started By: Yolanda Velasquez
Started On: 07/01/2009 11:27 AM
Final Approval Date: 07/02/2009

AI-16328

24.A.6.

**Dare to Prepare - Hurricane Preparedness Expo Participation/Contribution
CC REGULAR**

Date: 07/07/2009

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority to process and approve a Purchase Order for submitted requisition #158171 from the Department of Health & Human Service in the amount of \$5,000.00 to the City of McAllen in connection with contribution and participation by Hidalgo County in the Dare to Prepare-Hurricane Preparedness Expo scheduled for July 11, 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1293-441-00-340-013-9-350

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Amount available for requisition# 158171 as of 7-2-09 \$5,000.00 for City of Mcallen.

Attachments

Link: [Health Dept./City Of McAllen](#)

Link: [Dare to Prepare Disaster Expo Letter](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/02/2009 01:45 PM	APRV
2	Budget & Management	Erika Zamora	07/02/2009 02:10 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/02/2009 03:30 PM	APRV
4	Auditor's Office		07/02/2009 05:09 PM	NEW
Form Started By: Marty Salazar			Started On: 07/02/2009 10:59 AM	
Final Approval Date: 07/02/2009				

Requisition

Req # 00158171

PO #

Date: 07/02/09

*Regular
7/7/09
#16328*

Bill To: x
x

Vendor: 6599

CITY OF MCALLEN
P. O. BOX 220
MCALLEN TX 78501

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00		DO NOT DUPLICATE ORDER CONTRIBUTION TO SERVICES FOR THE DISATER READINESS EXPO DATE: JULY 11, 2009 PLACE: MCALLEN CONVENTION CENTER TIME: 10:00 AM - 4:00 PM Account No _____ 9-1293-441-00-340-013-9-350 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	5,000.00 Encumbrance 5,000.00 Freight Total	5,000.00 5,000.00

Authorized By: _____



Date: July 2, 2009

To Sandra Garza
Hidalgo County Health &
Human Services Department
1304 S. 25th
Edinburg, TX 78539



Qty	Description	Unit Price	Line Total
	Hidalgo County Disaster Readiness Expo	5000.00	5000.00
	Contribution for services to conduct disaster readiness expo		

Subtotal	5000.00
Sales Tax	
Total	5000.00

Thank you for your business!

City of McAllen PO Box 220, McAllen, TX 78501

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number **2008-027988** (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and **HIDALGO COUNTY HEALTH DEPARTMENT** (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is **\$504,053.00**, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on **08/01/2008** and ends on **07/31/2009**. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2008-027988-001 CPS-BIOTERRORISM PREPAREDNESS
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), and
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. Exhibits

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

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

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

Name: HIDALGO COUNTY

**Address: 100 N CLOSNER BLVD HIDALGO COUNTY COURTHOUSE
EDINBURG, TX 78539-3563**

Vendor Identification Number: 17460007176060

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

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

DEPARTMENT OF STATE HEALTH SERVICES

HIDALGO COUNTY HEALTH DEPARTMENT

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date

Bob Burnette, C.P.M., CTPM

Printed Name and Title

Director, Client Services Contracting Unit

Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

City, State, Zip

(512) 458-7470

Telephone Number

Bob.Burnette@dshs.state.tx.us

E-mail Address for Official Correspondence

DOCUMENT NO. 2008-027988-
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000339706

CONTRACTOR: HIDALGO COUNTY HEALTH DEPARTMENT

DSHS PROGRAM: CPS-BIOTERRORISM PREPAREDNESS

TERM: 08/01/2008 THRU: 07/31/2009

SECTION I. STATEMENT OF WORK:

Contractor shall perform activities in support of the Centers for Disease Control and Prevention (CDC) Budget Period 9 Cooperative Agreement Work Plan for Public Health Emergency Preparedness (Funding Opportunity AA154) designed to upgrade and integrate state and local public health jurisdictions' preparedness for and response to bioterrorism, outbreaks of infectious disease, and other public health threats and emergencies.

CONTRACTOR shall continue to address the following CDC Public Health Emergency Preparedness (PHEP) Goals:

- **Goal 1 – Prevent:** Increase the use and development of interventions known to prevent human illness from chemical, biological, radiological agents, and naturally occurring health threats.
- **Goal 2 – Prevent:** Decrease the time needed to classify health events as terrorism or naturally occurring in partnership with other agencies.
- **Goal 3 – Detect/Report:** Decrease the time needed to detect and report chemical, biological, radiological agents in tissue, food, or environmental samples that cause threats to the public's health.
- **Goal 4 – Detect/Report:** Improve the timeliness and accuracy of information regarding threats to the public's health as reported by clinicians and through electronic early event detection in real time to those who need to know.
- **Goal 5 – Investigate:** Decrease the time to identify causes, risk factors, and appropriate interventions for those affected by threats to the public's health.
- **Goal 6 - Control:** Decrease the time needed to provide countermeasures and health guidance to those affected by threats to the public's health.
- **Goal 7 - Recover:** Decrease the time needed to restore health services and environmental safety to pre-event levels.
- **Goal 8 – Recover:** Increase the long-term follow-up provided to those affected by threats to the public's health.
- **Goal 9 – Improve:** Decrease the time needed to implement recommendations from after-action reports following threats to the public's health.

CONTRACTOR will support the following Department of State Health Services (DSHS) Health and Medical Priority Projects for FFY08:

- Countermeasure Distribution
 - **Contractor shall document the following evidence-based benchmarks and objective standards:**
 - Demonstrate capability to dispense material during a public health emergency to include:
 - Obtain a minimum score of 80 on the Strategic National Stockpile (SNS) Technical Assistance Report (TAR) by completing required plans, procedures, memorandums of agreement for resources needed, and rosters of staff and/or volunteers for response.
 - Conduct at least two (2) POD drills and submit corresponding documentation by July 31, 2009. These drills will include staff call down and at least one of the following: site activation, facility set-up, dispensing, and/or modeling of throughput.
 - Identify priority group members within the jurisdictional population for pandemic influenza countermeasure distribution.
 - If required to participate in the Countermeasure Response Administration (CRA) 2008 Pandemic Influenza Vaccine Administration Exercise, provide required documentation regarding 2008 seasonal influenza mass vaccination clinics.
- Disease Surveillance
 - Improve disease surveillance by assisting hospital and reference laboratories processing of electronic messages to increase the number of laboratory observations in the National Electronic Disease Surveillance System (NEDSS)
- Tactical Communications
 - Improve local public health capabilities in redundant communication methods including use of mobile radio communications that are interactive with local and regional emergency first responders.
 - Developing communication caches within Health Service Regions that can be used at a location that has suffered a significant emergency event.
- All Hazards Planning
 - Assist if needed in completing the Medical Special Needs appendix to Annex H of the State of Texas Emergency Management Plan
- Workforce Training
 - Facilitate competency based educational activities.

DSHS encourages partnership and cooperation within and between jurisdictions in the State of Texas related to preparedness activities. Partnership opportunities may include, but are not limited to, planning activities, exercises, training and response to events or emergencies.

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

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

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

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

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

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

- Budget Period 9 funding for continuation of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement guidance (dated September 21, 2007);
- CDCs Local Emergency Preparedness and Response Inventory;
- Project Period Public Health Emergency Preparedness Work Plan for Local Health Departments (FY2007-FY2010), attached as Exhibit A;
- Contractor's SFY09 Applicant Information and Budget Detail for SFY09 base cooperative agreement; and
- Preparedness Program Guidance(s) as provided by DSHS.

Contractor shall coordinate activities and response plans within the jurisdiction, with the state, regional, and other local jurisdictions, among local agencies, and with hospitals and major health care entities, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.

If Contractor agrees to perform public health preparedness services for another county in exchange for all or a portion of the other county's funding allocation, Contractor shall submit to DSHS a signed Memorandum of Agreement (MOA) between Contractor and the other county with the first (1st) Quarterly report. The MOA shall outline services, timelines, deliverables and the amount of funds agreed upon by both parties.

Contractor shall notify DSHS in advance of Contractor's plans to participate in or conduct local exercises, in a format specified by DSHS. Contractor shall participate in statewide exercises planned by DSHS as needed to assess the capacity of Contractor to respond to bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies. Contractor shall prepare after-action reports, documenting and

correcting any identified gaps or weaknesses in preparedness plans identified during exercises, in a format specified by DSHS.

Contractor shall cooperate with DSHS to coordinate all planning, training and exercises performed under this Program Attachment with the State of Texas, Governor's Division of Emergency Management of the State of Texas, or other points of contact at the discretion of the division, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

Contractor shall participate in the Texas Disease Reporting Program described in Chapter 81, Texas Health and Safety Code by:

- Educating, training and providing technical assistance to local providers and hospitals on Texas reportable disease requirements;
- Monitoring participation by local providers and hospitals in appropriately reporting notifiable conditions;
- Conducting disease surveillance and reporting notifiable conditions to the appropriate DSHS regional office;
- Coordinating with DSHS regional Epidemiology Response Team members to build an effective statewide system for rapid detection of unusual outbreaks of illness through notifiable disease and syndromic or other enhanced surveillance; and
- Reporting immediately all illness resulting from bioterrorism, and chemical and radiological emergencies or other unusual events and data aberrations as compared to background surveillance data to DSHS regional office or to DSHS by calling 512-458-7219, 512-458-7228, 512-789-9033, or 512-826-7638.

Contractor shall coordinate all risk communication activities with DSHS Communications Unit by using DSHS's core messages posted on DSHS's website, and submitting copies of draft risk communication materials to DSHS for coordination prior to dissemination.

In the event of a public health emergency involving a portion of the state, Contractor shall mobilize and dispatch staff or equipment that were purchased with funds from this cooperative agreement and that are not performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from DSHS.

Contractor shall inform DSHS in writing if it shall not continue performance under this Program Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Contractor shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Program Attachment, including partial FTEs and temporary staff.

SECTION II. PERFORMANCE MEASURES:

Contractor shall complete activities and performance measures as outlined in the attached Exhibit A, Project Period Public Health Emergency Preparedness Work Plan for Local Health Departments (FY2008 – FY2009).

Contractor shall document the following evidence-based benchmarks and objective standards:

- Demonstrated capability to notify primary, secondary, and tertiary staff to cover all incident management functional roles during a complex incident.
- Obtain a minimum score of 80 on the Strategic National Stockpile (SNS) Technical Assistance Report (TAR).

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

Contractor shall provide services in the following county(ies)/area: Hidalgo

SECTION III. SOLICITATION DOCUMENT:

N/A

SECTION IV. RENEWALS:

One (1) renewal dependent upon funding availability.

SECTION V. PAYMENT METHOD:

Cost Reimbursement

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

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

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

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

SECTION VII. BUDGET

SOURCE OF FUNDS: CFDA # 93.283

SECTION VIII. SPECIAL PROVISIONS:

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

Contractor shall submit quarterly progress reports to DSHS no later than thirty (30) days after the end of each quarter in a format specified by DSHS. Contractor shall provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance. If Contractor is legally prohibited from providing such reports, it shall immediately notify DSHS.

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

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

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

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

General Provisions, **General Business Operations of Contractor** Article, **Overtime Compensation Section**, is not applicable to this Program Attachment.

General Provisions, **General Business Operations of Contractor** Article, **Equipment Purchases Section**, is amended to allow the purchase of equipment at any time during the entire term of this Program Attachment.

2008-027988-001

Categorical Budget:

PERSONNEL	\$358,710.00
FRINGE BENEFITS	\$110,735.00
TRAVEL	\$3,306.00
EQUIPMENT	\$0.00
SUPPLIES	\$1,724.00
CONTRACTUAL	\$0.00
OTHER	\$29,578.00
TOTAL DIRECT CHARGES	\$504,053.00
INDIRECT CHARGES	\$0.00
TOTAL	\$504,053.00
DSHS SHARE	\$504,053.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$504,053.00

Financial status reports are due: 12/01/2008, 03/02/2009, 06/01/2009, 10/01/2009



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE

AGREEMENTS

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature

Date

Print Name of Authorized Individual

2008-027988

Application or Contract Number

HIDALGO COUNTY HEALTH
DEPARTMENT

Organization Name

TARGET CAPABILITY 6B: Emergency Public Information and Warning

MEASURE:

- 1) Time to issue critical health message to the public about an event that may be of urgent public health consequence

CRITICAL TASKS DEFINED IN CDC GUIDANCE	CONTRACTOR REQUIRED ACTIVITIES
CT 1: Decrease time needed to provide specific incident information to the affected public, including populations with special needs such as non-English speaking persons, migrant workers, as well as those with disabilities, medical conditions, or other special health care needs, requiring attention. CT 1a: Advise public to be alert for clinical symptoms consistent with attack agent. CT 1b: Disseminate health and safety information to the public.	CT 1: Revise and expand local Crisis and Emergency Risk Communication (CERC) Guidelines to address the standard NIMS ICS structure, agency media policy and public information dissemination, translations (multiple languages), disaster mental health, work with special populations, agency Web site, and work with partners and stakeholders. CT 1a: Develop and/or revise pre-approved messages to include fact sheets, question-and-answer sheets, templates and key messages. CT 1a: Use pre-approved messages to address public health threats and emergencies. CT 1a: Develop and use messages specific to the local community as needed. CT 1b: Develop and/or revise pre-approved messages to include fact sheets, question-and-answer sheets, templates and key messages. CT 1b: Use pre-approved messages to address public health threats and emergencies. CT 1b: Develop and use messages specific to the local community as needed.

Matilde Faz

From: Nielda Cavazos [nielda.cavazos@co.hidalgo.tx.us]
Sent: Thursday, July 02, 2009 1:11 PM
To: matilde.faz@co.hidalgo.tx.us
Subject: FW: For Purchasing Purposes

Importance: High

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, July 02, 2009 12:49 PM
To: nielda.cavazos@co.hidalgo.tx.us
Subject: FW: For Purchasing Purposes
Importance: High

Ms. Nielda:

Please see that this e-mail is attached to AI #16328 and #16295. They are both related. Maty is working on #16328 and it is in inbox. The other #16295 is already in routing.

Thanks,
Marty

From: cari lambrecht [mailto:cari.lambrecht@hidalgocountyjudge.com]
Sent: Thursday, July 02, 2009 12:40 PM
To: Martha Salazar
Cc: raul.lozano@co.hidalgo.tx.us; Tony Pena
Subject: For Purchasing Purposes

Hidalgo County Judge's Office-Division of Emergency Services with Hidalgo County Health and Human Services and the City of McAllen are hosting the Dare to Prepare Disaster Readiness Expo on Saturday, July 11th, 2009 at the McAllen Convention Center. The goal of this expo is to demonstrate our level of preparedness as well as inform the public of the many things they can do to educate themselves. We have a variety of agencies—governmental and non-profit—as well as some vendors participating. We plan to have about 50 booths, as well as a panel of speakers, a rock wall, a motorcycle show hosted by SPI Bike Fest and more. It should be a very exciting day!!

What does this event cost?

From HCHHS Preparedness Grant: \$5,000 (this will pay for decorations, booth set up, registration table, food for volunteers, and our booths manager)

City of McAllen donated use of the Convention Center Exhibit Hall B including power, use of the marquee and they are providing their staff to help us with logistics as well. **Several thousand in donations, est. \$10,000**

We have received **\$4,000 in sponsorships** that will be used to pay for advertising with Time Warner Cable, Univision Radio, as well as ASL interpretation services, posters. Our sponsors, which are paying the vendors direct, are:

Beck DR - \$1,000

LRGVDC - \$500

Salvation Army- \$500

City of McAllen-Public Works- \$500

Sprint -\$500

Magic Valley Electric Coop -\$500

Texas Gas Service-\$500

In-kind services are being provided by SPI Bike Fest, NewsChannel 5, TX Army National Guard, ClearChannel Radio, City of McAllen and of course, the county.

I hope that clears up everything. Please let me know if you need anything else from me!

Cari Lambrecht

Hidalgo County Public Information Officer

100 E. Cano, 2nd Floor

Edinburg, TX 78539

o: (956) 292-7026

c: (956) 720-5626

f: (956) 318-2699

cari.lambrecht@hidalgocountyjudge.com

Join us on the web at www.co.hidalgo.tx.us

Twitter: www.twitter.com/hcpio

Blog: www.judgejd.com

AI-16308

24.B.1.

**Payment Application #2-Closner Construction
CC REGULAR**

Date: 07/07/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Requesting approval for Payment Application #2 in the amount of \$210,502.76 in connection with the "Culvert Crossing and Drainage Improvements Project-Mile 13N and Mile 6W from contracted vendor, "Closner Construction" through contract #C-08-320B-003-03-PO, #619358 with authority for County Treasurer to issue payment/check after County Auditor's review and processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-121-055-0-733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available for PO #619358 \$250,224.85 as of 7-2-09 for Closner Construction in relation to the Pct. 1 M 13N & M 6W Drainage Project.

Attachments

Link: Payment Application #2 Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/02/2009 08:33 AM	APRV
2	Budget & Management	Erika Zamora	07/02/2009 09:09 AM	APRV
3	Ivan Cantu	Ivan Cantu	07/02/2009 09:32 AM	APRV
4	Auditor's Office		07/02/2009 05:09 PM	NEW

Form Started By: Vangie Garcia
Started On: 07/01/2009 03:54 PM
Final Approval Date: 07/02/2009

Evangelina Garcia

From: Robert Elizondo [robert.elizondo@co.hidalgo.tx.us]
Sent: Wednesday, July 01, 2009 11:23 AM
To: evangelina.garcia@co.hidalgo.tx.us
Cc: leticia.saenz@co.hidalgo.tx.us
Attachments: CLOSNER CONSTRUCTION INVOICE.pdf

Please place on CC acct # 9-1339-431-00-121-055-0-733



CLOSNER CONSTRUCTION Co., L.C.
2809 W EXPRESSWAY 83
LA FERIA, TX 78559

TEL (956) 797-0785 * FAX (956) 797-0576

Work Completed
From: May 6, 2009
To: June 22, 2009

Date: June 22, 2009

Pay Application 2

Culvert Crossing & Drainage Imp.

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	TOTAL UNITS TO DATE	TOTAL BILLED TO DATE
Roadway Improvements							
A1	7" Flexible Base (New)(TYD GR3)	1,326	CY	\$ 23.15	\$ 30,696.90	1326	\$ 30,696.90
A2	6" Lime Treated Subgrade(6%Lime)	6,821	SY	\$ 5.75	\$ 39,220.75	6821	\$ 39,220.75
A3	Salvage Caliche	934	CY	\$ 1.50	\$ 1,401.00	934	\$ 1,401.00
A4	Hydromulch Seeding	1,895	SY	\$ 2.50	\$ 4,737.50	1895	\$ 4,737.50
A5	Signs	3	EA	\$ 425.00	\$ 1,275.00	3	\$ 1,275.00
A6	Traffic Control	1	LS	\$ 3,700.00	\$ 3,700.00	1	\$ 3,700.00
A7	Gavel Bedding	300	CY	\$ 36.00	\$ 10,800.00	215	\$ 7,740.00
A8	Cement Stabilized Sand/ 846 tons +-	596	CY	\$ 48.00	\$ 28,608.00	300	\$ 14,400.00
A9	Select Backfill	1,478	CY	\$ 11.45	\$ 16,923.10	1478	\$ 16,923.10
Total Roadway Improvements					\$ 137,362.25		\$ 120,094.25
Storm Water Improvements							
B1	30" Polyne Coated Corrugated Metal Pipe(M246)	142	LF	\$ 112.85	\$ 16,024.70	142	\$ 16,024.70
B2	36" Polymer Coated Corrugated Metal Pipe (M246)	70	LF	\$ 135.22	\$ 9,465.40	70	\$ 9,465.40
B3	60" Reinforced Concrete Pipe Class III Rubber Gasket	126	LF	\$ 208.15	\$ 26,226.90	126	\$ 26,226.90
B4	24" A.D.S. Pipe	826	LF	\$ 33.00	\$ 27,258.00	826	\$ 27,258.00
B5	30" A.D.S.	47	LF	\$ 45.26	\$ 2,126.75	47	\$ 2,126.75
B6	18" R.C.P	10	LF	\$ 29.00	\$ 290.00	10	\$ 290.00
B7	2'x3' Road & Hwy Structure	7	EA	\$ 1,750.00	\$ 12,250.00	7	\$ 12,250.00
B8	Concrete Headwall (24")	3	EA	\$ 975.00	\$ 2,925.00	3	\$ 2,925.00
B9	Concrete Collar (18")	1	EA	\$ 625.00	\$ 625.00	1	\$ 625.00
B10	24" Flap Gate Valve	2	EA	\$ 2,300.00	\$ 4,600.00	2	\$ 4,600.00
B11	30" Flap Gate Valve	1	EA	\$ 2,900.00	\$ 2,900.00		\$ -
B12	Silt Fence for Storm Water Pollution Prevention	4,240	LF	\$ 2.50	\$ 10,600.00	850	\$ 2,125.00
B13	Conc. Rip-Rap Slope Protection	325	CY	\$ 300.00	\$ 97,500.00	325	\$ 97,500.00
B14	Trench Safety for Stormwater	1	LS	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00
B15	Channel Excavation for regarading Ditch	900	LF	\$ 35.00	\$ 31,500.00	900	\$ 31,500.00
B16	RCP Demo & Removal	200	LF	\$ 15.00	\$ 3,000.00	200	\$ 3,000.00
B17	Exist. Fence Removal	575	LF	\$ 6.00	\$ 3,450.00	575	\$ 3,450.00
B18	Exist. Fence Removal/Replace	75	LF	\$ 25.00	\$ 1,875.00	75	\$ 1,875.00
B19	Metal Beam Guard Fence	300	LF	\$ 37.50	\$ 11,250.00	300	\$ 11,250.00
B20	Bypass System	1	LS	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00
B21	Ditch Cleaning	2,200	LF	\$ 10.00	\$ 22,000.00	2200	\$ 22,000.00
Total Storm Water Improvements					\$ 315,868.75		\$ 304,491.75
Total Amount of Project					\$ 453,229.00		\$ 424,586.00

John Closner
Closner Construction
John Closner

Contract Amount	\$ 453,229.00
Change Orders	\$ -
Adjusted Contract Amount	\$ 453,229.00
Completed to Date	\$ 424,586.00
Less 5% Retainage	\$ 21,229.30
Less Previous Pymt	\$ 192,853.94
Total Due this Invoice	\$ 210,502.76

Handwritten initials



CLOSNER CONSTRUCTION Co., L.C.
2809 W EXPRESSWAY 83
LA FERIA, TX 78559
TEL (956) 797-0785 * FAX (956) 797-0576



June 23, 2009

RE: Culvert Crossing Suppliers

List of Suppliers:

Cantu Trucking
205 Wagon Trail Rd.
Palmhurst, TX 78573

Terra Firma Materials
P.O. Box 4737
Edinburg, TX 78540

Varmicon
P.O. Box 531808
Harlingen, TX 78553

Rio Valley Pipe
7301 W. Expressway 83
Mission, TX 78572

Alamo Concrete Products
P.O. Box 1538
San Antonio, TX 78295

HD Supply Waterworks
P.O. Box 1419
Thomasville, GA 31799-1419

Rio Grande Steel
P.O. Box 5178
McAllen, TX 78502

WAIVER AND RELEASE UPON PROGRESS PAYMENT

Terra Firma Materials ("Subcontractor/Vendor"), pursuant to an agreement with Closner Construction Company, LLC ("General Contractor") supplied labor, materials, services, and/or equipment for the construction of a project (hereinafter "Project") known as Culvert Crossing & Drainage Improvements Project Mile 13 North & Mile 6 West.

Subcontractor/Vendor acknowledges that it has been paid for the invoices described below, and Subcontractor/Vendor releases and discharges jointly and severally, Closner Construction Company, LLC, as the General Contractor for the Project, Hidalgo County, Texas, as the Owner of the Project, and Insurers Indemnity, as the Surety for the Project (collectively referred to as the "Released Parties"), of and from any and all claims, costs (including attorney's fees), liability, demands, liens, and/or causes of action of any kind whatsoever, certain or uncertain, known or unknown covering invoice number(s) see attached invoices listed on check #1006, or all invoices are paid through 5/19/09, except for invoice number(s) _____.

Subcontractor/Vendor warrants and represents that all of its subcontractors, suppliers, laborers, and lessors of construction equipment, which have supplied labor, equipment, services, and/or materials to Subcontractor and General Contractor in connection with the Project, have been and/or shall be paid in full. Further, Subcontractor/Vendor agrees to indemnify the Released Parties and hold them harmless from any and all claims, costs (including attorney's fees), liability, demands, liens, and/or causes of action which any of the Released Parties may incur as a result of Subcontractor's/Vendor's failure to pay any such subcontractors, suppliers, laborers, and/or lessors. Subcontractor/Vendor shall remain liable for, and the Released Parties do not assume, any warranty, product liability, or other obligation relating to labor or materials supplied by Subcontractor/Vendor to the Project.

Subcontractor/Vendor shall promptly release, or cause to be released, any liens or encumbrances it may have filed or claimed against the Project.

EXECUTED this the 22 day of June, 2009.

Terra Firma Materials

Subcontractor/Vendor

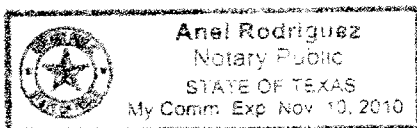
By: [Signature]

Title: Member

STATE OF Texas 3

COUNTY OF Cameron 3

This instrument was acknowledged and sworn to and subscribed before me on this the 22 day of June, 2009, by Hances Cuellar, the Member of Terra Firma, a partnership corporation, on behalf of said corporation.



[Signature]
Notary Public - State of

Anel Rodriguez
Printed or Typed Name of Notary

My Commission Expires:
Nov 10, 2010

WAIVER AND RELEASE UPON PROGRESS PAYMENT

Cantu Trucking ("Subcontractor/Vendor"), pursuant to an agreement with Closner Construction Company, LLC ("General Contractor") supplied labor, materials, services, and/or equipment for the construction of a project (hereinafter "Project") known as Culvert Crossing & Drainage Improvements Project Mile 13 North & Mile 6 West.

Subcontractor/Vendor acknowledges that it has been paid for the invoices described below, and Subcontractor/Vendor releases and discharges jointly and severally, Closner Construction Company, LLC, as the General Contractor for the Project, Hidalgo County, Texas, as the Owner of the Project, and Insurers Indemnity, as the Surety for the Project (collectively referred to as the "Released Parties"), of and from any and all claims, costs (including attorney's fees), liability, demands, liens, and/or causes of action of any kind whatsoever, certain or uncertain, known or unknown covering invoice number(s) see attached invoices listed on check #1013, or all invoices are paid through 5/12/09, except for invoice number(s) _____.

Subcontractor/Vendor warrants and represents that all of its subcontractors, suppliers, laborers, and lessors of construction equipment, which have supplied labor, equipment, services, and/or materials to Subcontractor and General Contractor in connection with the Project, have been and/or shall be paid in full. Further, Subcontractor/Vendor agrees to indemnify the Released Parties and hold them harmless from any and all claims, costs (including attorney's fees), liability, demands, liens, and/or causes of action which any of the Released Parties may incur as a result of Subcontractor's/Vendor's failure to pay any such subcontractors, suppliers, laborers, and/or lessors. Subcontractor/Vendor shall remain liable for, and the Released Parties do not assume, any warranty, product liability, or other obligation relating to labor or materials supplied by Subcontractor/Vendor to the Project.

Subcontractor/Vendor shall promptly release, or cause to be released, any liens or encumbrances it may have filed or claimed against the Project.

EXECUTED this the 22 day of June, 2009.

Cantu Trucking

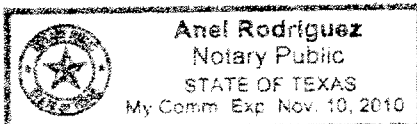
Subcontractor/Vendor

By: Jose Manuel Cantu

Title: Owner

STATE OF Texas 3
COUNTY OF Cameron 3

This instrument was acknowledged and sworn to and subscribed before me on this the 22nd day of June, 2009, by Jose Manuel Cantu, the Owner of Cantu & Sons Trucking, a _____ corporation, on behalf of said corporation.



Anel Rodriguez
Notary Public - State of
Anel Rodriguez
Printed or Typed Name of Notary

My Commission Expires: Nov. 10, 2010

WAIVER AND RELEASE UPON PROGRESS PAYMENT

Rio Valley Pipe Construction Company, LLC ("Subcontractor/Vendor"), pursuant to an agreement with Cloisner and/or equipment for the construction of a project (hereinafter "Project") known as Culvert Crossing & Drainage Improvements Project Mile 13 North & Mile 5 West, Subcontractor/Vendor acknowledges that it has been paid for the invoices described below, and Subcontractor/Vendor releases and discharges jointly and severally, Cloisner Construction Company, LLC, as the General Contractor for the Project, Hidalgo County, Texas, as the Owner of the Project, and Insure Indemnity, as the Surety for the Project (collectively referred to as the "Released Parties"), of and from any and all claims, costs (including attorney's fees), liability, demands, liens, and/or causes of action of any kind whatsoever, certain or uncertain, known or unknown covering invoice number(s) see attached invoices listed on check #1009, or all invoices are paid through 4/27/09, except for invoice number(s) _____

Subcontractor/Vendor warrants and represents that all of its subcontractors, suppliers, laborers, and lessors of construction equipment, which have supplied labor, equipment, services, and/or materials to Subcontractor and General Contractor in connection with the Project, have been and/or shall be paid in full. Further, Subcontractor/Vendor agrees to indemnify the Released Parties and hold them harmless from any and all claims, costs (including attorney's fees), liability, demands, liens, and/or causes of action which any of the Released Parties may incur as a result of Subcontractor's/Vendor's failure to pay any such subcontractors, suppliers, laborers, and/or lessors. Subcontractor/Vendor shall remain liable for, and the Released Parties do not assume, any warranty, product liability, or other obligation relating to labor or materials supplied by Subcontractor/Vendor to the Project.

Subcontractor/Vendor shall promptly release, or cause to be released, any liens or encumbrances it may have filed or claimed against the Project.

EXECUTED this the 22 day of June, 2009.

Rio Valley Pipe

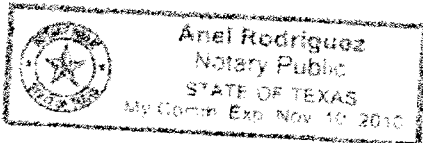
Subcontractor/Vendor

By: [Signature]

Title: PIR MGR.

STATE OF TEXAS ☐
COUNTY OF Cameron ☐

This instrument was acknowledged and sworn to and subscribed before me on this the 22 day of June, 2009, by Hector, the Credit Manager of Rio Valley Pipe, a _____ corporation, on behalf of said corporation.



[Signature]
Notary Public - State of
Anel Rodriguez
Printed or Typed Name of Notary

My Commission Expires: NOV 10, 2010
11a: release - Subcontractor w/Surety

WAIVER AND RELEASE UPON PROGRESS PAYMENT

HD Supply Waterworks ("Subcontractor/Vendor"), pursuant to an agreement with Cloisner Construction Company, LLC ("General Contractor") supplied labor, materials, services, and/or equipment for the construction of a project (hereinafter "Project") known as Calvert Crossing & Drainage Improvements Project Mile 13 North & Mile 6 West. ~~Subcontractor/Vendor~~ acknowledges that it has been paid for the invoices described below, and ~~Subcontractor/Vendor~~ releases and discharges jointly and severally, Cloisner Construction Company, LLC, as the General Contractor for the Project, Hidalgo County, Texas, as the Owner of the Project, and Insurers Indemnity, as the Surety for the Project (collectively referred to as the "Released Parties"), of and from any and all claims, costs (including attorney's fees), liability, demands, liens, and/or causes of action of any kind whatsoever, certain or uncertain, known or unknown covering ~~invoiced number(s)~~ see attached invoices listed on check #11005, or all invoices are paid through 4/24/09, except for invoice number(s) N/A.

Subcontractor/Vendor warrants and represents that all of its subcontractors, suppliers, laborers, and lessors of construction equipment, which have supplied labor, equipment, services, and/or materials to Subcontractor and General Contractor in connection with the Project, have been and/or shall be paid in full. Further, Subcontractor/Vendor agrees to indemnify the Released Parties and hold them harmless from any and all claims, costs (including attorney's fees), liability, demands, liens, and/or causes of action which any of the Released Parties may incur as a result of ~~Subcontractor's~~ Vendor's failure to pay any such subcontractors, suppliers, laborers, and/or lessors. Subcontractor/Vendor shall remain liable for, and the Released Parties do not assume, any warranty, product liability, or other obligation relating to labor or materials supplied by ~~Subcontractor/Vendor~~ to the Project.

Subcontractor/Vendor shall promptly release, or cause to be released, any liens or encumbrances it may have filed or claimed against the Project. DATE 4/24/09.

EXECUTED this the 22 day of June, 2009.

HD Supply Waterworks

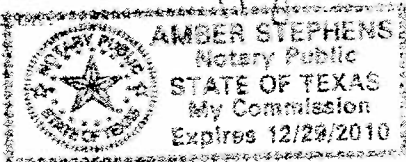
Subcontractor/Vendor

By: Barbara Cairnes

Title: Regional HR Manager

STATE OF TEXAS
COUNTY OF McLennan

This instrument was acknowledged and sworn to and subscribed before me on this the 22 day of JUNE, 2009, by BARBARA CAIRNES, the HRM of HD Supply Waterworks a Ltd corporation, on behalf of said corporation.



Amber Stephens
Notary Public - State of Texas
AMBER STEPHENS
Printed or Typed Name of Notary

My Commission Expires: 12-22-2010

WAIVER AND RELEASE UPON PROGRESS PAYMENT

Rio Grande Steel ("Subcontractor/Vendor"), pursuant to an agreement with Closer Construction Company, LLC ("General Contractor") supplied labor, materials, services, and/or equipment for the construction of a project (hereinafter "Project") known as Culvert Crossing & Drainage Improvements Project Mile 12 North & Mile 5 West. Subcontractor/Vendor acknowledges that it has been paid for the invoices described below, and Subcontractor/Vendor releases and discharges jointly and severally, Closer Construction Company, LLC, as the General Contractor for the Project, Hidalgo County, Texas, as the Owner of the Project, and Insurance Indemnity, as the Surety for the Project (collectively referred to as the "Released Parties"), of and from any and all claims, costs (including attorney's fees), liability, demands, liens, and/or causes of action of any kind whatsoever, certain or uncertain, known or unknown covering invoice number(s) see attached invoices listed on check #1011, or all invoices are paid through 4/25/09, except for invoice number(s) _____.

Subcontractor/Vendor warrants and represents that all of its subcontractors, suppliers, laborers, and lessors of construction equipment, which have supplied labor, equipment, services, and/or materials to Subcontractor and General Contractor in connection with the Project, have been and/or shall be paid in full. Further, Subcontractor/Vendor agrees to indemnify the Released Parties and hold them harmless from any and all claims, costs (including attorney's fees), liability, demands, liens, and/or causes of action which any of the Released Parties may incur as a result of Subcontractor's/Vendor's failure to pay any such subcontractors, suppliers, laborers, and/or lessors. Subcontractor/Vendor shall remain liable for, and the Released Parties do not assume, any warranty, product liability, or other obligation relating to labor or materials supplied by Subcontractor/Vendor to the Project.

Subcontractor/Vendor shall promptly release, or cause to be released, any liens or encumbrances it may have filed or claimed against the Project.

EXECUTED this the 22nd day of June, 2009.

Rio Grande Steel

Subcontractor/Vendor

By: [Signature]

Title: Treasurer

STATE OF Texas

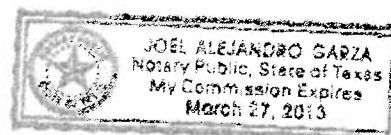
COUNTY OF Hidalgo

This instrument was acknowledged and sworn to and subscribed before me on this the 22nd day of June, 2009, by Marta Aguajardo, the Treasurer of Rio Grande Steel, Ltd., a TX corporation, on behalf of said corporation.

Notary Public - State of Texas

[Signature]
Printed or Typed Name of Notary
Joel A. Garza

My Commission Expires: 3/27/2013



WAIVER AND RELEASE UPON PROGRESS PAYMENT

Alamo Concrete Products ("Subcontractor/Vendor"), pursuant to an agreement with Closner Construction Company, LLC ("General Contractor") supplied labor, materials, services, and/or equipment for the construction of a project (hereinafter "Project") known as Culvert Crossing & Drainage Improvements Project Mile 13 North & Mile 6 West. Subcontractor/Vendor acknowledges that it has been paid for the invoices described below, and Subcontractor/Vendor releases and discharges jointly and severally, Closner Construction Company, LLC, as the General Contractor for the Project, Hidalgo County, Texas, as the Owner of the Project, and Insurers Indemnity, as the Surety for the Project (collectively referred to as the "Released Parties"), of and from any and all claims, costs (including attorney's fees), liability, demands, liens, and/or causes of action of any kind whatsoever, certain or uncertain, known or unknown covering invoice number(s) see attached invoices listed on check #1002, or all invoices are paid through 4/20/09, except for invoice number(s) _____.

Subcontractor/Vendor warrants and represents that all of its subcontractors, suppliers, laborers, and lessors of construction equipment, which have supplied labor, equipment, services, and/or materials to Subcontractor and General Contractor in connection with the Project, have been and/or shall be paid in full. Further, Subcontractor/Vendor agrees to indemnify the Released Parties and hold them harmless from any and all claims, costs (including attorney's fees), liability, demands, liens, and/or causes of action which any of the Released Parties may incur as a result of Subcontractor's/Vendor's failure to pay any such subcontractors, suppliers, laborers, and/or lessors. Subcontractor/Vendor shall remain liable for, and the Released Parties do not assume, any warranty, product liability, or other obligation relating to labor or materials supplied by Subcontractor/Vendor to the Project.

Subcontractor/Vendor shall promptly release, or cause to be released, any liens or encumbrances it may have filed or claimed against the Project.

EXECUTED this the 22 day of June, 2009.

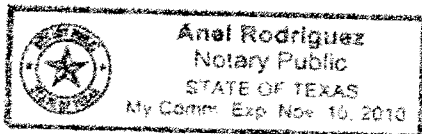
Alamo Concrete Products

Subcontractor/Vendor

By: [Signature]
Title: CM

STATE OF Texas 3
COUNTY OF Cameron 3

This instrument was acknowledged and sworn to and subscribed before me on this the 22 day of June, 2009, by Al Longoria, the Credit Manager of Alamo Concrete, a _____ corporation, on behalf of said corporation.



[Signature]
Notary Public - State of _____
Anel Rodriguez
Printed or Typed Name of Notary

My Commission Expires: Nov 10, 2010

file: release - Subcontractor w/Surety

WAIVER AND RELEASE UPON PROGRESS PAYMENT

Varmicon ("Subcontractor/Vendor"), pursuant to an agreement with Closner Construction Company, LLC ("General Contractor"), supplied labor, materials, services, and/or equipment for the construction of a project (hereinafter "Project") known as Culvert Crossing & Drainage Improvements Project Mile 13 North & Mile 6 West. Subcontractor/Vendor acknowledges that it has been paid for the invoices described below, and Subcontractor/Vendor releases and discharges jointly and severally, Closner Construction Company, LLC, as the General Contractor for the Project, Hidalgo County, Texas, as the Owner of the Project, and Insurers Indemnity, as the Surety for the Project (collectively referred to as the "Released Parties"), of and from any and all claims, costs (including attorney's fees), liability, demands, liens, and/or causes of action of any kind whatsoever, certain or uncertain, known or unknown covering invoice number(s) see attached invoices listed on check #1007, or all invoices are paid through 3/28/09, except for invoice number(s) _____.

Subcontractor/Vendor warrants and represents that all of its subcontractors, suppliers, laborers, and lessors of construction equipment, which have supplied labor, equipment, services, and/or materials to Subcontractor and General Contractor in connection with the Project, have been and/or shall be paid in full. Further, Subcontractor/Vendor agrees to indemnify the Released Parties and hold them harmless from any and all claims, costs (including attorney's fees), liability, demands, liens, and/or causes of action which any of the Released Parties may incur as a result of Subcontractor's/Vendor's failure to pay any such subcontractors, suppliers, laborers, and/or lessors. Subcontractor/Vendor shall remain liable for, and the Released Parties do not assume, any warranty, product liability, or other obligation relating to labor or materials supplied by Subcontractor/Vendor to the Project.

Subcontractor/Vendor shall promptly release, or cause to be released, any liens or encumbrances it may have filed or claimed against the Project.

EXECUTED this the 22nd day of June, 2009.

Varmicon

Subcontractor/Vendor

By:

Title: CM

STATE OF Texas 3
COUNTY OF Cameras 3

This instrument was acknowledged and sworn to and subscribed before me on this the 22 day of June, 2009, by Al Longoria, the Credit Manager of Varmicon, a _____ corporation, on behalf of said corporation.

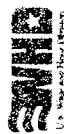


Anel Rodriguez
Notary Public - State of
Anel Rodriguez
Printed or Typed Name of Notary

My Commission Expires: Nov. 10, 2010

PAYROLL

(For Contractor's Optional Use: See Instructions, Form WH-347 Inst.)



Personnel are not required to register for this system. An employer's failure to comply with the requirements of this system may result in a civil penalty.

Rev. Dec. 2008

NAME OF CONTRACTOR	OR SUB-CONTRACTOR	CLOSER CONSTRUCTION	PROJECT AND LOCATION	ADDRESS	PROJECT/CONTRACT NO.
PAYROLL NO. 7		05/10/08	P. O. BOX 2707 LAREDO, TX 78044-2707 LAREDO, TEXAS 78044		OMB No.: 1215-0149 Expires: 12/31/2011

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) CLASSIFICATION	(3) WORK	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY/CASH + BONUS	(7) GROSS AMOUNT PAID FOR WEEK	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS					(9) NET WAGES PAID FOR WEEK	
			(4) DAY AND DATE										FICA	PICARE	STWV	OTHER	TOTAL DEDUCTIONS		
			Mon 5/4	Tue 5/5	Wed 5/6	Thu 5/7	Fri 5/8	Sat 5/9	Sun 5/10										
CANTU, JOSE A.	OT	Relay	0	0	0	0	5	0	0	5	\$ 10.88	\$ 688.80	\$ -	\$ 9.98	\$ 42.71	\$ -	\$ -	\$ 52.69	\$ 636.11
4522 SOTIRA ST. PALMVIEW, TX 78572	ST	Operator Equip. Oper.	10	10	10	10	0	0	0	40	7.25	\$ 688.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
563-21-5176 CASTELAN, JORGE	OT	Front End Loredo	0	0	0	0	5	0	0	5	12.92	\$ 818.00	\$ 75.00	\$ 11.85	\$ 50.72	\$ -	\$ -	\$ 137.58	\$ 640.42
2014 NICHOLSON MISSION, TX 78572	ST	Equip. Oper.	10	10	10	10	0	0	0	40	8.61	\$ 818.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
640-54-0223 FLORES, RAUL	OT	Common Loredo	10	10	10	10	0	0	0	40	8.61	\$ 70.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13304 WARE ST. EDINBURG, TX 78539	ST	Common Loredo	10	10	10	10	0	0	0	40	7.90	\$ 688.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
029-05-0895 GARCIA, ABELARDO	OT	Backhoe	0	0	0	2	5.5	0	0	7.5	12.00	\$ 1,230.00	\$ -	\$ 9.54	\$ 41.23	\$ -	\$ -	\$ 50.87	\$ 614.13
2014 N. NICHOLSON AVE. MISSION, TX 78572	ST	Equip. Oper.	10	10	10	10	0	0	0	40	12.00	\$ 688.80	\$ 147.00	\$ 17.83	\$ 76.28	\$ -	\$ -	\$ 241.09	\$ 988.93
955-27-2457 GARCIA, OSCAR	OT	Pipe Layer	0	0	0	0	5	0	0	5	14.25	\$ 902.50	\$ 30.00	\$ 11.09	\$ 55.96	\$ -	\$ -	\$ 95.05	\$ 803.45
P.O. BOX 883 MISSION, TX 78573	ST	Equip. Oper.	10	10	10	10	0	0	0	40	9.50	\$ 1,437.53	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
458-29-9675 GONZALEZ GARCIA, HORACIO	OT	Fin.	0	0	0	2	5.5	0	0	7.5	19.87	\$ 1,437.53	\$ 108.00	\$ 20.84	\$ 89.13	\$ -	\$ -	\$ 217.97	\$ 1,219.56
313 E. THELMA ST. SAN JUAN, TX 78589	ST	Common Equip. Oper.	10	10	10	10	0	0	0	40	13.25	\$ 1,437.53	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
452-57-7130 GUERRERO, ERNESTO	OT	Common Labor	0	0	0	0	5	0	0	5	12.00	\$ 790.00	\$ 71.00	\$ 11.45	\$ 49.98	\$ -	\$ -	\$ 131.43	\$ 658.57
307 SALLY SAN JUAN, TX 78589	ST	Equip. Oper.	10	10	10	10	0	0	0	40	8.00	\$ 790.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
451-97-8035 HERNANDEZ, AGUSTIN	OT	Common Labor	0	0	0	0.5	5	0	0	6.5	9.85	\$ 632.13	\$ 8.00	\$ 9.16	\$ 39.19	\$ -	\$ -	\$ 56.35	\$ 575.78
13304 WARE ST. EDINBURG, TX 78539	ST	Equip. Oper.	10	10	10	10	0	0	0	40	6.55	\$ 632.13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
602-16-0145 IBARRA, JR., OSCAR	OT	Backhoe	10	10	10	10	0	0	0	40	6.55	\$ 170.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1317 EAST 2ND STREET MISSION, TX 78572	ST	Equip. Oper.	10	10	10	10	0	0	0	40	11.50	\$ 1,101.13	\$ 54.00	\$ 15.96	\$ 68.77	\$ -	\$ -	\$ 138.73	\$ 962.90
467-33-1420 MALDONADO, JUAN	OT	Common Labor	0	0	0	0	5	0	0	5	12.00	\$ 780.00	\$ 15.00	\$ 11.02	\$ 47.12	\$ -	\$ -	\$ 73.14	\$ 686.86
2100 GALVESTON, P.O. BOX 441	ST	Equip. Oper.	10	10	10	10	0	0	0	40	8.00	\$ 80.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
451-75-8982 MARTINEZ JR., GUILLERMO	OT	Common Labor	10	10	10	10	0	0	0	40	8.00	\$ 80.00	\$ 1.00	\$ 11.02	\$ 47.12	\$ -	\$ -	\$ 59.14	\$ 700.86
515 NORTH HOLLAND AVE. MISSION, TX 78572	ST	Equip. Oper.	10	10	10	10	0	0	0	40	8.00	\$ 760.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
440 16-0018	OT	Common	10	10	10	10	0	0	0	40	8.00	\$ 760.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Date: 06/22/2009

I, CAROLINE ROMERO, HUMAN RESOURCE DIRECTOR, do hereby state:

(1) That I pay or supervise the payment of the persons employed by CLOSNER CONSTRUCTION on the V5023-Culvert Crossing Westlaco V5023-Culvert Crossing Westlaco; that during the payroll period commencing on the 1st day of May, 2009, and ending the 15th day of May, 2009, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said CLOSNER CONSTRUCTION from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

PAID BI-WEEKLY

NAME AND TITLE CAROLINE ROMERO, HUMAN RESOURCE DIRECTOR	SIGNATURE <i>Caroline Romero</i>
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

Revised December 2008, Expires 12/31/2011.

U. S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use: See Instructions, Form WH-347 (Inst.)



Rev. Dec. 2008

OMB No. 1215-0149

Expires: 12/31/2011

PROJECT/CONTRACT NO.

NAME OF CONTRACTOR

OR SUBCONTRACTOR

CLOSING CONTRACTOR

FOR WEEK ENDING

PROJECT AND LOCATION

DATE

DAY

TIME

DATE

TIME

DATE

PAYROLL NO. 8		CLOSING COMMENTS		PROJECT AND LOCATION		PROJECT/CONTRACT NO.		Expires: 12/31/2011								
FOR WEEK ENDING 05/17/09				VS023-Culvert Crossing Wieslaco												
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (ICM), LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER (SSN) OF WORKER	(2) CLASSIFICATION	(3) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRUAGES	(7) GROSS AMOUNT EARNED - THIS PAYROLL PERIOD	(8) DEDUCTIONS BASED ON GROSS WAGES FOR ALL PROJECTS				(9) NET WAGES PAID FOR WEEK
		Mon 5/11	Tue 5/12	Wed 5/13	Thu 5/14	Fri 5/15	Sat 5/16	Sun 5/17				FICA	MCARE	STAFF	OTHER	
CANTU, JOSE A. 4522 SOTIRA ST. PALMVIEW, TX 78572	OT	0	0	0	0	0	0	0	0	\$ 19.88	\$ 688.80	\$ 42.71	\$ 9.98	\$ -	\$ -	\$ 636.11
CASTELLAN, JORGE 2014 NICHOLSON MISSION, TX 78572	ST	10	10	10	9	1	0	0	40	\$ 7.25	\$ 818.00	\$ -	\$ -	\$ -	\$ -	\$ 818.00
CASTELLAN, JORGE 2014 NICHOLSON MISSION, TX 78572	OT	0	0	0	0	0	0	0	0	\$ 12.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GARCIA, ABELARDO 2914 N. NICHOLSON AVE. MISSION, TX 78572	ST	10	10	10	9	1	0	0	40	\$ 8.61	\$ 1,230.00	\$ -	\$ -	\$ -	\$ -	\$ 1,230.00
GARCIA, OSCAR P.O. BOX 983 MISSION, TX 78573	OT	0	0	0	0	0	0	0	0	\$ 18.00	\$ 902.50	\$ -	\$ -	\$ -	\$ -	\$ 902.50
GONZALEZ GARCIA, HORACIO 1313 E. THELMA ST. SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 12.20	\$ 1,272.00	\$ -	\$ -	\$ -	\$ -	\$ 1,272.00
GONZALEZ GARCIA, HORACIO 1313 E. THELMA ST. SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 14.25	\$ 902.50	\$ -	\$ -	\$ -	\$ -	\$ 902.50
GONZALEZ GARCIA, HORACIO 1313 E. THELMA ST. SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 9.50	\$ 1,437.53	\$ -	\$ -	\$ -	\$ -	\$ 1,437.53
GONZALEZ GARCIA, HORACIO 1313 E. THELMA ST. SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 19.87	\$ 1,437.53	\$ -	\$ -	\$ -	\$ -	\$ 1,437.53
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 13.25	\$ 290.00	\$ -	\$ -	\$ -	\$ -	\$ 290.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 12.00	\$ 790.00	\$ -	\$ -	\$ -	\$ -	\$ 790.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 8.00	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 9.83	\$ 632.13	\$ -	\$ -	\$ -	\$ -	\$ 632.13
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 6.55	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 12.00	\$ 790.00	\$ -	\$ -	\$ -	\$ -	\$ 790.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 8.00	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 9.83	\$ 632.13	\$ -	\$ -	\$ -	\$ -	\$ 632.13
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 8.00	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 9.83	\$ 632.13	\$ -	\$ -	\$ -	\$ -	\$ 632.13
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 8.00	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 9.83	\$ 632.13	\$ -	\$ -	\$ -	\$ -	\$ 632.13
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 8.00	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 9.83	\$ 632.13	\$ -	\$ -	\$ -	\$ -	\$ 632.13
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 8.00	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 9.83	\$ 632.13	\$ -	\$ -	\$ -	\$ -	\$ 632.13
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 8.00	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 9.83	\$ 632.13	\$ -	\$ -	\$ -	\$ -	\$ 632.13
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 8.00	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 9.83	\$ 632.13	\$ -	\$ -	\$ -	\$ -	\$ 632.13
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 8.00	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 9.83	\$ 632.13	\$ -	\$ -	\$ -	\$ -	\$ 632.13
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 8.00	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 9.83	\$ 632.13	\$ -	\$ -	\$ -	\$ -	\$ 632.13
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 8.00	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 9.83	\$ 632.13	\$ -	\$ -	\$ -	\$ -	\$ 632.13
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 8.00	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 9.83	\$ 632.13	\$ -	\$ -	\$ -	\$ -	\$ 632.13
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 8.00	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 9.83	\$ 632.13	\$ -	\$ -	\$ -	\$ -	\$ 632.13
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 8.00	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 9.83	\$ 632.13	\$ -	\$ -	\$ -	\$ -	\$ 632.13
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 8.00	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 9.83	\$ 632.13	\$ -	\$ -	\$ -	\$ -	\$ 632.13
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 8.00	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 9.83	\$ 632.13	\$ -	\$ -	\$ -	\$ -	\$ 632.13
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 8.00	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 9.83	\$ 632.13	\$ -	\$ -	\$ -	\$ -	\$ 632.13
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 8.00	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 9.83	\$ 632.13	\$ -	\$ -	\$ -	\$ -	\$ 632.13
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 8.00	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 9.83	\$ 632.13	\$ -	\$ -	\$ -	\$ -	\$ 632.13
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 8.00	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 9.83	\$ 632.13	\$ -	\$ -	\$ -	\$ -	\$ 632.13
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 8.00	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 9.83	\$ 632.13	\$ -	\$ -	\$ -	\$ -	\$ 632.13
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 8.00	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 9.83	\$ 632.13	\$ -	\$ -	\$ -	\$ -	\$ 632.13
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 8.00	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 9.83	\$ 632.13	\$ -	\$ -	\$ -	\$ -	\$ 632.13
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 8.00	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 9.83	\$ 632.13	\$ -	\$ -	\$ -	\$ -	\$ 632.13
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 8.00	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 9.83	\$ 632.13	\$ -	\$ -	\$ -	\$ -	\$ 632.13
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 8.00	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 9.83	\$ 632.13	\$ -	\$ -	\$ -	\$ -	\$ 632.13
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 8.00	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	OT	0	0	0	0	0	0	0	0	\$ 9.83	\$ 632.13	\$ -	\$ -	\$ -	\$ -	\$ 632.13
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 78589	ST	10	10	10	9	1	0	0	40	\$ 8.00	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ 3,240.00
GUERRERO, LUIS 307 SALLY SAN JUAN, TX 7858																

Date: 06/22/2009

I, CAROLINE ROMERO, HUMAN RESOURCE DIRECTOR do hereby state:

(1) That I pay or supervise the payment of the persons employed by CLOSNER CONSTRUCTION on the V5023-Culvert Crossing Westlaco V5023-Culvert Crossing Westlaco; that during the payroll period commencing on the 11th day of May, 2009, and ending the 17th day of May, 2009, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said CLOSNER CONSTRUCTION from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R., Subpart A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 100, 72 Stat. 967; 40 U.S.C. § 3145), and described below:
Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(C) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

PAID BI-WEEKLY

NAME AND TITLE	SIGNATURE
CAROLINE ROMERO, HUMAN RESOURCE DIRECTOR	
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

Revised December 2008, Expires 12/31/2011.

PAYROLL

(For Contractor's Optional Use: See Instructions, Form WH-347 Inst.)

Personnel are not required to be employed in the construction of information systems or systems of information systems.

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐ CLOSER CONSTRUCTION PROJECT AND LOCATION
 PAYROLL NO. 9 FOR WEEK ENDING 05/24/09
 ADDRESS P. O. BOX 2707 LAREDO, TX 78044-2707 LAREDO, TEXAS 78044
 PROJECT/CONTRACT NO. 0488 No. 1215-0149 Expires: 12/31/2011

(1)		(3)	(4) DAY AND DATE							(5)	(6)	(7)	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS					(9)
NAME AND INDIVIDUAL EMPLOYING NUMBER (or, first four digits of social security number of worker)	CLASSIFICATION	MON 5/18	TUE 5/19	WED 5/20	THU 5/21	FRI 5/22	SAT 5/23	SUN 5/24	TOTAL HOURS	RATE OF PAY/CASH PRIMES	GROSS AMOUNT DURING THE TOTAL PERIOD	FWN	PCAMP	FICA	STWH	OTHER	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK
ALANIZ, LUIS R 39403 DINEIRA DR. PHARR, TX 78577	M-0 WATER TRUCK DRIVER	OT									\$ 657.09	\$ 5.00	\$ 9.53	\$ 40.74	\$ -	\$ -	\$ 55.27	\$ 601.82
558-13-0578 CANTE, JOSE A 4522 SOTIRA ST PALMVIEW, TX 78572	M-2 LABORER	ST	9	0	9	9.5	8	0	35.5	\$ 9.14	\$ 507.09							
563-31-5176 CASTELLAN, JORGE 2014 NICHOLSON MISSION, TX 78572	M-0 BAGGAGE OPERATOR	OT	0	0	0	5	0	0	5	\$ 11.54	\$ 507.57							
640-54-0721 GARCIA, ABELARDO 2014 N. NICHOLSON AVE MISSION, TX 78572	M-0 EXCAVATOR OPERATOR	ST	9	9.5	9.5	9.5	2.5	0	40	\$ 7.69	\$ 834.45							
455-27-5457 GARCIA, OSCAR P.O. BOX 893 MISSION, TX 78573	M-0 PIPELAYER	OT	0	0	0	0	7.5	0	7.5	\$ 18.75	\$ 714.61							
459-23-9675 GONZALEZ GARCIA, HORACIO 313 E. THELMA ST. SABIA JUAN, TX 78089	M-0 Equip. Opers.	ST	9.5	10	10	10	0.5	0	40	\$ 12.50	\$ 885.49							
452-57-7130 GUERRERO, EDUARDO 302 SALLY SABIA JUAN, TX 78089	M-0 BAGGAGE OPERATOR	OT	0	0	0	0	5	0	5	\$ 15.00	\$ 884.38							
451-97-4635 GUTIERREZ, DANIEL 2302 CHAMPION DONNA, TX 78537	M-2 PIPELAYER	OT	0	0	0	0	7.5	0	7.5	\$ 19.87	\$ 1,028.90							
455-02-8184 HERNANDEZ, AGUSTIN 13304 WAVE ST. EDINBURG, TX 78539	M-2 LABORER	ST	9	9	9.5	9.5	2.5	0	40	\$ 13.25	\$ 1,028.90							
607-16-0145 Hernandez, Jr., Joaquin 1302 Espejo Molina Rio Bravo, TX 78046	M-0 Equip. Opers.	ST	9	0	0	0	5	0	5	\$ 12.75	\$ 501.50							
622-05-2352 Hernandez, Ramon 1206 Sanders Laredo, TX 78040	M-4 Equip. Opers.	ST	10	10	10	0	0	0	30	\$ 8.50	\$ 691.50							
628-20-1108		ST	10	10	10	0	0	0	30	\$ 11.50	\$ 678.50							

OTHER DEDUCTIONS KEY CODING:

- #1 Child Support
- #2 Union Dues
- #3 Medical
- #4 Garnishments

Date: 05/22/2009

I, CAROLINE ROMERO, HUMAN RESOURCE DIRECTOR do hereby state:

- (1) That I pay or supervise the payment of the persons employed by CLOSGNER CONSTRUCTION on the V5023-Culvert Crossing Westlaco V5023-Culvert Crossing Westlaco; that during the payroll period commencing on the 1st day of May 2009, and ending the 31st day of May 2009, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said CLOSGNER CONSTRUCTION from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:
- Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

- (2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

- (3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

- (4) That:

- (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below

- (b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(C) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

PAID BI-WEEKLY

NAME AND TITLE CAROLINE ROMERO, HUMAN RESOURCE DIRECTOR	SIGNATURE <i>Caroline Romero</i>
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

Revised December 2008, Expires 12/31/2011.

U. S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use: See Instructions, Form WH-347 Inst.)



Rev. Dec. 2006

OMB No. 1215-0149

Expires: 12/31/2011

ADDRESS

P. O. BOX 2707 LAREDO, TX 78044-2707 LAREDO, TEXAS 78044

PROJECT/CONTRACT NO.

V5023-Quiver Crossing Windbox

ON SUBCONTRACTOR ☒

CLOSER CONSTRUCTION

FOR WEEK ENDING

05/31/09

PROJECT AND LOCATION

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER OF EMPLOYER)	(2) CLASSIFICATION	(3) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY/CASH HOURS	(7) GROSS PAYABLE AMOUNT - THIS WEEKLY TOTAL \$	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS						(9) NET WAGES PAID FOR WEEK
		HOURS WORKED EACH DAY										TOTAL DEDUCTIONS	OTHER DEDUCTIONS	TOTAL				
		Mon 5/25	Tue 5/26	Wed 5/27	Thu 5/28	Fri 5/29	Sat 5/30	Sun 5/31										
Ibarra Jr., Guiz	OT																	
652 Hernandez	ST	0	10.5	11	0	0	0	0	21.5	\$	10.50	\$ 629.50	\$ 77.00	\$ 12.00	\$ 51.43	\$	\$	\$ 689.05
Laredo, TX 78046												\$ 573.92						
455-65-9818	OT																	
MALDONADO, JUAN	ST	9.5	9	5.5	0	0	0	0	35	\$	8.44	\$ 201.22	\$ 10.00	\$ 10.10	\$ 43.47	\$	\$ 63.63	
2100 GALVESTON, P.O. BOX 441	OT											\$ 584.44					\$ 677.59	
451-75-8087	ST																	
MEZA, JR., GABRIEL	OT																	
7617 LA PE DRIVE MISSION, TX 78574	ST	9	9	9	0	9	0	9	36	\$	7.69	\$ 651.69	\$	\$	\$ 39.17	\$	\$ 583.36	
640-87-1834	OT											\$ 654.36						
MOLINA, ESTEBAN	ST																	
1421 SCOTTY ST. SAN JUAN, TX 78539	OT												\$ 59.00	\$ 10.33	\$ 44.17	\$	\$ 599.00	
452-63-4301	ST	9	9	9	0	9	0	9	36	\$	8.61	\$ 712.50	\$ 51.00	\$ 15.32	\$ 65.47	\$	\$ 924.21	
MOLINA, JR., MATIAS	OT											\$ 930.00						
P.O. BOX 2713 SAN JUAN, TX 78589	ST	9.5	9	9.5	0	9.5	0	9.5	37.5	\$	12.00	\$ 1,056.00	\$	\$	\$	\$	\$ 670.46	
231-46-1139	OT											\$ 463.50						
Palacios, Gilberto C RT3 BOX 30-74 HWY 359 LAREDO, TX 78043	ST	0	10.5	11	0	0	0	0	21.5	\$	9.00	\$ 226.00	\$	\$ 10.52	\$ 45.02	\$	\$ 55.54	
640-81-5609	OT											\$ 417.75						
INERZ, Francisco Z. 3001 Ligarde Laredo, TX 78046	ST	0	10.5	11	0	0	0	0	21.5	\$	8.50	\$ 591.50	\$	\$ 10.03	\$ 42.88	\$	\$ 638.59	
640-72-1029	OT											\$ 540.00						
Portales, Pablo O. 4730 Primavera Ln. Laredo, TX 78046	ST	0	10.5	11	0	0	0	0	21.5	\$	8.50	\$ 591.50	\$ 19.00	\$ 12.58	\$ 53.01	\$	\$ 618.98	
458-87-5350	OT											\$ 540.00						
QUINTERO ROMERO, FRANCISCO J. 402 CHEROKEE LN ALAMO, TX 78516	ST	0	13.5	11	0	0	0	0	24.5	\$	10.00	\$ 867.75						
536-86-4592	OT											\$ 741.86						
BENDON, JOSE ANGEL 614 GROVE CIR WESLACO, TX 78096	ST	9.5	9.5	0	0	9.5	0	9.5	28.5	\$	10.83	\$ 855.61	\$	\$ 12.41	\$ 53.05	\$	\$ 790.15	
631-24-1250	OT											\$ 576.00						
SALINAS, GERARDO 502 PAISANO DR. SAN JUAN, TX 78589	ST	9	9	9	0	9	0	9	36	\$	8.00	\$ 576.00	\$	\$	\$	\$	\$ 481.94	
451-31-3540	OT												\$	\$ 8.35	\$ 35.71	\$	\$ 94.06	
	ST	0	0	0	0	0	0	0	5	\$	13.79	\$ 873.10	\$ 27.00	\$ 11.66	\$ 54.13	\$	\$ 93.79	
	OT	9	9.5	9.5	1	10.5	0.5	0	40	\$	9.19	\$ 873.10					\$ 779.31	

OTHER DEDUCTIONS KEY CODING:

- #1 Child Support
- #2 Union Dues
- #3 Medical
- #4 Garnishments

Date: 06/22/2009

I, CAROLINE ROMERO, HUMAN RESOURCE DIRECTOR do hereby state:

- (1) That I pay or supervise the payment of the persons employed by CLOSNER CONSTRUCTION on the V5023-Culvert Crossing Westlaco V5023-Culvert Crossing Westlaco, that during the payroll period commencing on the 1st day of April 2009, and ending the 30th day of April 2009, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said CLOSNER CONSTRUCTION from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:
- Deductions are based on gross wages and include, but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

- (2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

- (3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

- (4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

PAID BI-WEEKLY

NAME AND TITLE CAROLINE ROMERO, HUMAN RESOURCE DIRECTOR	SIGNATURE <i>Caroline Romero</i>
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE	

Revised December 2008, Expires 12/31/2011.

PAYROLL

(For Contractor's Optional Use: See Instructions, Form WH-347 Incl.)



For use by and subject to the provisions of the contract between the contractor and the contractor's employees.

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☒ CLOSER CONSTRUCTION PROJECT AND LOCATION ADDRESS
 PAYROLL No. 11 FOR WEEK ENDING 06/07/09 PROJECT AND LOCATION V5023-Cuvert Crossing Westaco ADDRESS P. O. BOX 2707 LAREDO, TX 78044-2707 LAREDO, TEXAS 78044
 OMB No.: 1215-0149 Expires: 12/31/2011 PROJECT/CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING MEMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EMPLOYER'S CLASSIFICATION	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS PAYROLL PER HOUR	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS					(9) NET WAGES PAID FOR WEEK		
			HOURS WORKED EACH DAY										FWH	MCARE	FICA	STWH	OTHER		TOTAL DEDUCTIONS	
			Mon 6/1	Tue 6/2	Wed 6/3	Thu 6/4	Fri 6/5	Sat 6/6	Sun 6/7											
ALANIZ, LUIS R 3403 DINEIRA DR. PHARR, TX 78577 558-13-0578	M-0	PIPELAYER	OT	0	0	0	0	4.5	0	0	4.5	\$ 12.98	\$ 715.81	\$ 11.00	\$ 10.38	\$ 44.38	\$ -	\$ -	\$ 65.76	\$ 650.05
ALANIZ, RICK LEO 2311 SARA AVE WESLACO, TX 78596 457-93-1096	M-2	PIPELAYER	ST	8	11	10	9	2	0	0	40	\$ 8.65	\$ 715.81	\$ 8.00	\$ 9.76	\$ 39.56	\$ -	\$ -	\$ 210.05	\$ 427.95
GUERRERO, ERNESTO 302 SALLY SAN JUAN, TX 78589 651-97-9635	M-0	PIPELAYER	OT	0	0	0	0	4.5	0	0	4.5	\$ 16.25	\$ 738.00	\$ 106.00	\$ 14.88	\$ 63.63	\$ -	\$ -	\$ 104.51	\$ 841.68
GUTIERREZ, DANIEL 2302 CHAMPION DOMINA, TX 78537 455-02-8184	M-2	PIPELAYER	ST	8	9.5	10.5	10.5	2	0	0	40.5	\$ 10.83	\$ 1,026.20	\$ -	\$ 12.10	\$ 51.76	\$ -	\$ -	\$ 63.86	\$ 770.89
MEZA, JR., GABRIEL 7617 LA FE DRIVE MISSION, TX 78574 640-07-1634	M-1	LABORER	OT	0	0	0	0	4.5	0	0	4.5	\$ 13.50	\$ 834.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MOLINA, ESTEBAN 1421 SCOTTY ST. SAN JUAN, TX 78539 457-53-4303	M-0	FRONT END LOADER	ST	8	11	10	9	2	0	0	40	\$ 8.61	\$ 798.62	\$ 72.00	\$ 11.58	\$ 49.52	\$ -	\$ -	\$ 133.10	\$ 665.52
MOLINA, JR., MATIAS P.O. BOX 2713 SAN JUAN, TX 78589 221-46-4139	M-0	BACKHOE OPERATOR	ST	8.5	11.5	10.5	9.5	0	0	0	40	\$ 18.00	\$ 1,212.00	\$ 74.00	\$ 17.57	\$ 75.14	\$ -	\$ -	\$ 166.71	\$ 1,045.29
SALINAS, GERARDO 902 PALMADO DR. SAN JUAN, TX 78589 451-31-3540	M-1	WATER TRUCK DRIVER	OT	0	0	0	0	5	0	0	5	\$ 13.79	\$ 873.10	\$ 27.00	\$ 12.66	\$ 54.13	\$ -	\$ -	\$ 93.79	\$ 779.31
			ST	8	9.5	10.5	10.5	1.5	0	0	40	\$ 9.19	\$ 873.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			OT																	
			ST																	
			OT																	
			ST																	

OTHER DEDUCTIONS KEY CODING:

- #1 Child Support
- #2 Union Dues
- #3 Medical
- #4 Garnishments

J, CAROLINE ROMERO, HUMAN RESOURCE DIRECTOR, DO NOTEDLY STATE:

- (c) That I pay or supervise the payment of the persons employed by **CLOSNER CONSTRUCTION** on the **V5023-Culvert Crossing Westlaco V5023-Culvert Crossing Westlaco**; that during the payroll period commencing on the 1st day of **June, 2009**, and ending the 1st day of **June, 2009**, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said **CLOSNER CONSTRUCTION** from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 26 Stat. 357; 40 U.S.C. § 3145), and described below:
- Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

- (2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.
- (3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

- (4) That:
- (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
- ☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below
- (b) WHERE FRINGE BENEFITS ARE PAID IN CASH
- ☐ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

PAID BI-WEEKLY

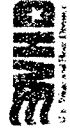
NAME AND TITLE CAROLINE ROMERO, HUMAN RESOURCE DIRECTOR	SIGNATURE <i>Caroline Romero</i>

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT
THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE
SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES
CODE.

Revised December 2008, Expires 12/31/2011.

PAYROLL

(For Contractor's Optional Use: See Instructions, Form WH-347 Inst.)



Payroll may not be required to register in the contractor's information system if the contractor is a subsidiary of a company with a contract award number.

Rev. Dec. 2008

OMB No.: 1215-0149

Expires: 12/31/2011

P. O. BOX 2703 LAREDO, TX 78044-2703 LAREDO, TEXAS 78044

PROJECT/CONTRACT NO.

ADDRESS

FOR WEEK ENDING 05/14/09

OR SUBCONTRACTOR ☒ X

NAME OF CONTRACTOR

CLOSER CONSTRUCTION

PROJECT AND LOCATION

PROJECT/CONTRACT NO.

PROJECT AND LOCATION										PROJECT/CONTRACT NO.									
FOR WEEK ENDING 06/19/09										V5023-Covert Crossing Westaco									
(1) NAME AND ADDRESS IDENTIFYING NUMBER (P.O., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) CLASSIFICATION	(3) DAY AND DATE							(4) HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS PERIOD	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS						(9) NET WAGES PAID FOR THIS WEEK
		(3) DAY AND DATE											FICA	MCARE	FUTA	STNH	OTHER	TOTAL DEDUCTIONS	
		Mon 6/8	Tue 6/9	Wed 6/10	Thu 6/11	Fri 6/12	Sat 6/13	Sun 6/14											
ALANZ, LUIS R 3403 JIMESGA DR. PHARR, TX 78577 558-13-0578	M-0 PIPELAYER	9	9	9	9	0	0	0	36	\$ 8.65	\$ 312.00	\$ 11.00	\$ 10.38	\$ 44.38	\$ -	\$ -	\$ 65.76	\$ 650.05	
ALANZ, RICK LEO 2311 SARA AVE WESLACO, TX 78096 457-93-1026	M-2 ROLLER OPERATOR	10	10	9	0	0	0	0	29	\$ 8.00	\$ 232.00	\$ 8.00	\$ 9.26	\$ 39.56	\$ -	\$ -	\$ 210.05	\$ 427.95	
GONZALEZ GARCIA, HORACIO 313 E. THELMA ST. SAN JUAN, TX 78589 452-57-7130	M-0 MOTOR GRADER OPERATOR	0	0	0	1.5	5	0	0	2.5	\$ 19.08	\$ 47.70	\$ 104.00	\$ 20.12	\$ 86.05	\$ -	\$ -	\$ 207.17	\$ 1,180.85	
GUERRERO, ERNESTO 302 SALLY SAN JUAN, TX 78589 451-97-8635	M-0 BACKHOE OPERATOR	10	10	9	10.5	0.5	0	0	40	\$ 13.25	\$ 532.00	\$ 106.00	\$ 14.88	\$ 63.63	\$ -	\$ -	\$ 184.51	\$ 941.69	
GUTIERREZ, DANIEL 2302 CHAMPION DOMINA, TX 78537 455-02-8181	M-2 PIPELAYER	0	0	0	0	0	0	0	0	\$ 13.50	\$ 0.00	\$ -	\$ 12.10	\$ 51.76	\$ -	\$ -	\$ 63.86	\$ 770.89	
HUERTA, MAURO V 1017 W. JOHNSON ST. HARLINGEN, TX 78550 526-13-7656	M-0 WATER TRUCK DRIVER	9	9	9	9	4	0	0	40	\$ 9.00	\$ 360.00	\$ -	\$ 7.15	\$ 30.58	\$ -	\$ -	\$ 37.73	\$ 455.49	
MATA, JOSE E 2001 HESANO MCALLEN, TX 78501 620-01-0895	M-2 MOTOR GRADER OPERATOR	10	10	9	0	0	0	0	29	\$ 11.91	\$ 345.39	\$ -	\$ 11.74	\$ 50.22	\$ -	\$ -	\$ 61.96	\$ 748.10	
MEZA, JR., GABRIEL 7617 LA FE DRIVE MISSION, TX 78574 640-02-1634	M-1 LABORER	0	0	0	0	4	0	0	4	\$ 10.50	\$ 42.00	\$ -	\$ 9.19	\$ 39.31	\$ -	\$ -	\$ 48.50	\$ 585.93	
MOLINA, ESTERAN 1421 SCOTTY ST. SAN JUAN, TX 78539 457-63-4301	M-0 FRONT END LOADER	9	9	9	9	4	0	0	40	\$ 7.69	\$ 307.60	\$ 72.00	\$ 11.58	\$ 49.52	\$ -	\$ -	\$ 133.10	\$ 665.52	
MOLINA, JR., NATIAS P.O. BOX 2713 SAN JUAN, TX 78589 221-45-4139	M-0 BACKHOE OPERATOR	0	0	0	0	6.5	0	0	6.5	\$ 18.00	\$ 117.00	\$ 74.00	\$ 17.57	\$ 75.14	\$ -	\$ -	\$ 166.71	\$ 1,045.29	
SALINAS, GERARDO 902 PASEANO DR. SAN JUAN, TX 78589 451-31-3548	M-1 WATER TRUCK DRIVER	0	0	0	0	5	0	0	5	\$ 13.79	\$ 68.95	\$ 27.00	\$ 12.66	\$ 54.13	\$ -	\$ -	\$ 93.79	\$ 779.31	

OTHER DEDUCTIONS KEY CODING:

#1 Child Support

#3 Medical

#2 Union Dues

#4 Garnishments

Date: 06/22/2009

I, CAROLINE ROMERO, HUMAN RESOURCE DIRECTOR do hereby state:

- (1) That I pay or supervise the payment of the persons employed by CLOSNER CONSTRUCTION on the V5023-Culvert Crossing Westlaco V5023-Culvert Crossing Westlaco; that during the payroll period commencing on the 08 day of June, 2009, and ending the 14 day of June, 2009, all persons employed on said project have been paid the full weekly wages earned, that no rehates have been or will be made either directly or indirectly to or on behalf of said CLOSNER CONSTRUCTION from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. § 3145), and described below:
- Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

- (2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

- (3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

- (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below

- (b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

PAID BI-WEEKLY

NAME AND TITLE	SIGNATURE
CAROLINE ROMERO, HUMAN RESOURCE DIRECTOR	
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

Revised December 2008, Expires 12/31/2011.

CLOSNER CONSTRUCTION CO. LC.

PAYROLL ACCOUNT
P.O. BOX 2707
LAREDO, TX 78044
(956) 712-3954

FALCON INTERNATIONAL BANK
88-1580-1149

6/19/2009

PAY TO THE ORDER OF AGUSTIN HERNANDEZ

\$ 101.60

One Hundred One and 60/100

DOLLARS

AGUSTIN HERNANDEZ
13304 WANE ST.
EDINBURG, TX 78539

MEMO

Pay Period: 04/27/2009 - 05/10/2009

Guill
AUTHORIZED SIGNATURE

⑈104169⑈ ⑆114915803⑆ 0122725419⑆

CLOSNER CONSTRUCTION CO. LC. PAYROLL ACCOUNT

104169

Employee	SSN	Status (Fed/State)	Allowances/Extra
AGUSTIN HERNANDEZ, 13304 WANE ST., EDINBURG, TX 7853	***-**-0145	Married using Single Rate/(no	Fed-2/0/TX-0/0
	Pay Period: 04/27/2009 - 05/10/2009		Pay Date: 06/19/2009

Earnings and Hours	Qty	Rate	Current YTD Amount
SPR-LABORER	80.00	1.14	91.20 605.28
SPROT-LABORER	11.00	1.71	18.81 18.81
Overtime			0.00 1,105.92
Hourly Rate			0.00 5,921.24
			110.01 7,651.25

Taxes	Current YTD Amount
Federal Withholding	0.00 -156.00
Social Security Employee	-6.82 -474.38
Medicare Employee	-1.59 -110.94
	-8.41 -741.32

Net Pay	101.60	6,909.93

CLOSNER CONSTRUCTION CO., L.C., P. O. BOX 2707, LAREDO, TEXAS 78044-2707

CLOSNER CONSTRUCTION CO. LC. PAYROLL ACCOUNT

104169

Employee	SSN	Status (Fed/State)	Allowances/Extra
AGUSTIN HERNANDEZ, 13304 WANE ST., EDINBURG, TX 7853	***-**-0145	Married using Single Rate/(no	Fed-2/0/TX-0/0
	Pay Period: 04/27/2009 - 05/10/2009		Pay Date: 06/19/2009

Earnings and Hours	Qty	Rate	Current YTD Amount
SPR-LABORER	80.00	1.14	91.20 605.28
SPROT-LABORER	11.00	1.71	18.81 18.81
Overtime			0.00 1,105.92
Hourly Rate			0.00 5,921.24
			110.01 7,651.25

Taxes	Current YTD Amount
Federal Withholding	0.00 -156.00
Social Security Employee	-6.82 -474.38
Medicare Employee	-1.59 -110.94
	-8.41 -741.32

Net Pay	101.60	6,909.93

CLOSNER CONSTRUCTION CO., L.C., P. O. BOX 2707, LAREDO, TEXAS 78044-2707

CLOSNER CONSTRUCTION CO. LC.

PAYROLL ACCOUNT
P.O. BOX 2707
LAREDO, TX 78044
(556) 712-3964

FALCON INTERNATIONAL BANK
88-1580-1149

6/19/2009

PAY TO THE ORDER OF **RAUL FLORES**

\$ **6.38

Six and 38/100

DOLLARS

RAUL FLORES
13304 WANE ST.
EDINBURG, TX 78539

MEMO

Pay Period: 04/27/2009 - 05/10/2009

AUTHORIZED SIGNATURE

⑈ 104168 ⑈ ⑈ 114915803 ⑈ 0122725419 ⑈

CLOSNER CONSTRUCTION CO. LC. PAYROLL ACCOUNT

104168

Employee	SSN	Status (Fed/State)	Allowances/Extra
RAUL FLORES, 13304 WANE ST., EDINBURG, TX 78539	***-**-0889	Married/(none)	Fed-2/0/TX-0/0
Pay Period: 04/27/2009 - 05/10/2009			Pay Date: 06/19/2009

Earnings and Hours	Qty	Rate	Current YTD Amount
SPR-LABORER	10.00	0.69	6.90 291.43
Overtime		0.00	497.61
Hourly Rate		0.00	2,715.36
		6.90	3,504.40

Taxes	Current YTD Amount
Federal Withholding	0.00
Social Security Employee	-0.42 -217.27
Medicare Employee	-0.10 -50.81
	-0.52 -268.08

Net Pay	6.38	3,236.32

CLOSNER CONSTRUCTION CO., L.C., P. O. BOX 2707, LAREDO, TEXAS 78044-2707

CLOSNER CONSTRUCTION CO. LC. PAYROLL ACCOUNT

104168

Employee	SSN	Status (Fed/State)	Allowances/Extra
RAUL FLORES, 13304 WANE ST., EDINBURG, TX 78539	***-**-0889	Married/(none)	Fed-2/0/TX-0/0
Pay Period: 04/27/2009 - 05/10/2009			Pay Date: 06/19/2009

Earnings and Hours	Qty	Rate	Current YTD Amount
SPR-LABORER	10.00	0.69	6.90 291.43
Overtime		0.00	497.61
Hourly Rate		0.00	2,715.36
		6.90	3,504.40

Taxes	Current YTD Amount
Federal Withholding	0.00
Social Security Employee	-0.42 -217.27
Medicare Employee	-0.10 -50.81
	-0.52 -268.08

Net Pay	6.38	3,236.32

CLOSNER CONSTRUCTION CO., L.C., P. O. BOX 2707, LAREDO, TEXAS 78044-2707

AI-16311

24.B.2.

**Work Authorization #13-L & G Engineering
CC REGULAR**

Date: 07/07/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Acceptance and approval of Work Authorization No. 13 in the amount of \$4,249.05 with L & G Engineering Laboratory, LLC, to provide Professional Engineering Services for "Construction Materials Testing Services For Mile 14-Mile 4W to FM 88 Project in Hidalgo County Precinct No.1 with contract #E-08-364-08-12.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-431-00-121-041-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 7-2-09 \$177,757.62.

Attachments

Link: Work Authorization Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/02/2009 08:38 AM	APRV
2	Budget & Management	Erika Zamora	07/02/2009 09:13 AM	APRV
3	Ivan Cantu	Ivan Cantu	07/02/2009 10:05 AM	APRV
4	Auditor's Office		07/02/2009 05:09 PM	NEW

Form Started By: Vangie Garcia
Started On: 07/01/2009 04:18 PM
Final Approval Date: 07/02/2009

Evangelina Garcia

From: Robert Elizondo [robert.elizondo@co.hidalgo.tx.us]
Sent: Wednesday, July 01, 2009 11:21 AM
To: evangelina.garcia@co.hidalgo.tx.us
Cc: leticia.saenz@co.hidalgo.tx.us
Attachments: WA # 13 L&G.pdf

Please place on CC acct # 9-1336-431-00-121-041-0-731

HIDALGO COUNTY
Professional Engineering Services
Contract # E-08-364-08-12
Work Authorization Form

WORK AUTHORIZATION NO. 13

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 Mile 14 - Mile 4 West to FM 88 Project in Hidalgo County Precinct No. One (1).

The scope of services to be provided by the **Owner** is identified in *EXHIBIT "A" – Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the **Engineer** is identified in *EXHIBIT "B" – Scope of Services to be Provided by the Engineer* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$4,249.05. 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.13 shall be funded through funding source:

Account No. _____

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 1 Commissioner Sylvia Handy as to content and detail of this Work Authorization No. # 13.

HIDALGO COUNTY

COMMISSIONER PRECINCT NO. 1:

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, J.R. - County Clerk

LIST OF ATTACHMENTS

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

ATTACHMENT "A"
Scope of Services (Owner)

PROJECT: Mile 14 - Mile 4 West to FM 88 Project in Hidalgo County Precinct No. One (1)

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 Mile 14 - Mile 4 West to FM 88 Project.

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: Mile 14 - Mile 4 West to FM 88 Project in Hidalgo County Precinct No. One (1)

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 Mile 14 - Mile 4 West to FM 88 Project in Hidalgo County Precinct No. One (1).

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: Mile 14 - Mile 4 West to FM 88 Project in Hidalgo County Precinct No. One (1)

Work Schedule

L&G Engineering Laboratory will provide Hidalgo County Pct. # 1 with Construction Materials Testing Services as outlined in Contract Agreement E-08-364-08-12.

ATTACHMENT "D"
Cost Proposal

PROJECT: Mile 14 - Mile 4 West to FM 88 Project in Hidalgo County Precinct No. One
(1).

See Attached

Attachment "D"
Mile 14 - Mi 4 West to FM 88 (5280 LF.)
Prepared For Hidalgo County Pct. No. 1

<i>Subgrade Testing - Laboratory</i>				
Tech Time	2.5	Hrs.	\$41.80	\$104.50
Trip Charge	15	Mi.	\$0.46	\$6.90
Atterberg	2	Ea.	\$69.65	\$139.30
Moisture-Density Determ	2	Ea.	\$179.95	\$359.90
Reports	2	Ea.	\$20.60	\$41.20
Eng. Spec.	1	Hrs.	\$104.50	\$104.50
Engineer	1	Hrs.	\$139.40	\$139.40
Sub.				\$895.70
<i>Subgrade Field Density Testing</i>				
Tech Time	6	Hrs.	\$41.80	\$250.80
Trip Charge	45	Mi.	\$0.46	\$20.70
Comp. Test	10	Ea.	\$20.90	\$209.00
Reports	3	Ea.	\$20.60	\$61.80
Eng. Spec.	0.75	Hrs.	\$104.50	\$78.38
Engineer	0.75	Hrs.	\$139.40	\$104.55
Sub.				\$725.23
<i>Roadway Base Materials Testing - Laboratory</i>				
Tech Time	3	Hrs.	\$41.80	\$125.40
Trip Charge	15	Mi.	\$0.46	\$6.90
Sieve Analysis	1	Ea.	\$52.20	\$52.20
Texas Wet Ball Mill	1	Ea.	\$209.55	\$209.55
Atterberg	1	Ea.	\$69.65	\$69.65
Moisture-Density Determ	1	Ea.	\$179.95	\$179.95
Reports	1	Ea.	\$20.60	\$20.60
Eng. Spec.	0.5	Hrs.	\$104.50	\$52.25
Engineer	0.5	Hrs.	\$139.40	\$69.70
Sub.				\$786.20
<i>Base Material Field Density Testing</i>				
Tech Time	6	Hrs.	\$41.80	\$250.80
Trip Charge	45	Mi.	\$0.46	\$20.70
Comp. Test	10	Ea.	\$20.90	\$209.00
Reports	3	Ea.	\$20.60	\$61.80
Eng. Spec.	0.75	Hrs.	\$104.50	\$78.38
Engineer	0.75	Hrs.	\$139.40	\$104.55
Sub.				\$725.23

Asphalt Testing-Field and Laboratory

Tech Time	6	Hrs.	\$53.40	\$320.40
Trip Charge	45	Mi	\$0.48	\$20.70
Rolling Patterns	2	Es.	\$34.85	\$69.70
Laboratory Molded (ga)	1	Pr.	\$83.85	\$83.85
%AC-Grad	1	Es.	\$203.25	\$203.25
Reports	1	Es.	\$20.60	\$20.60
Asphalt Thickness	3	Es.	\$58.10	\$174.30
Eng. Spec.	1	Hrs.	\$104.50	\$104.50
Engineer	1	Hrs.	\$139.40	\$139.40
Sub.				\$1,116.70

Estimated Project Total \$4,249.05

AI-16304

24.C.1.

**Request advertisement for new offices
CC REGULAR**

Date: 07/07/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Precinct #2

Information

CAPTION

Requesting authority to advertise for the construction of the New Precinct #2 Administration Office for Hidalgo County and Other County Offices with plans and specs to be developed by project architect.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1202-431-00-122-005-0-540
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
available balance of \$1,000.00 as of 07/02/09.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/01/2009 04:53 PM	APRV
2	Roland Garcia	Rolando Garcia	07/02/2009 10:31 AM	APRV
3	Auditor's Office		07/02/2009 05:09 PM	NEW

Form Started By: Yolanda Cisneros Started On: 07/01/2009 02:42 PM
Final Approval Date: 07/02/2009

AI-15685

24.D.1.

"Contraceptives-Patch, Injection & Pill" - Hidalgo County - Health & Human Dept.

CC REGULAR

Date: 07/07/2009
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Health & Human Services Dept.

Information

CAPTION

Recommending award of bid and approval of contract to the multiple vendors meeting all specifications and/or requirements as attached hereto for: Hidalgo County Health & Human Services Department - "Purchase of Contraceptives - Patch, Injection & Pill"-Project #2009-172-YZV.

BACKGROUND

Recommended vendor(s)
a) Prescription Supply INC
b) MAO dba/Westwood Pharmacy INC

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-441-00-3400-001-0-604
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: [Memo-Tab Sheet-Participation](#)
Link: [Contract-Prescription Supply -2009-172](#)
Link: [Contract-MAO Pharmacy dba Westwood Pharmacy](#)

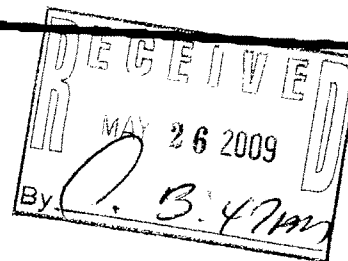
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/01/2009 01:11 PM	APRV
2	Budget & Management	Erika Zamora	07/01/2009 03:42 PM	APRV
3	Manuel Chapa	Angela Garcia	07/01/2009 04:21 PM	APRV
4	Purchasing Department	Marty Salazar	07/02/2009 08:27 AM	APRV
5	Auditor's Office		07/02/2009 05:09 PM	NEW

Form Started By: Yolanda Velasquez Started On: 05/27/2009 09:08 AM

COPY

MEMORANDUM



To: Eduardo Olivares, Director
Health & Human Services

Attn: Josie Escalante

via e-mail: josie.escalante@hchd.org

From: Yolanda Velasquez
Purchasing Dept., Buyer

via e-mail: yolanda.velasquez@co.hidalgo.tx.us

Date: May 21, 2009

Re: Request Recommendation for RFB No. 2009-172-04-29 YZV
"Contraceptives-Patch, Injection and Pill "

We received three (3) responses to the above mentioned project. Enclosed you will find a copy of the Quote Tabulation Sheet along with copies of bid page and Company Letter/Table for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting; therefore, we need your response no later than **Tuesday, May 26, 2009 @ 1:30 p.m.** to be able to present to Commissioner Court on March 31, 2009. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to 318-2629 or 292-7612.

Should you have any questions or require further information, please do not hesitate to call me at 318-2626 extension 4881. Thank you for your attention and cooperation to this matter.

☒ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

Please include the account number(s) for the above mentioned project.

Budget Acct No: _____

Recommendations/Concerns: _____

Westward Pharmacy - Award Birth Control Patch
Prescription Supply award - BC Injection, BC Pill Lowdose, BC Pill High dose

Authorized Signature

Eduardo Olivarez
Printed Name

5/26/09
Date

Hidalgo County – Health & Human Service Department
"CONTRACEPTIVES – PATCH, INJECTION & PILL"
BID № 2009-172-04-29-YZV
TABULATION SHEET

	Option I: Initial one (1) year term:			Option II: Initial one (1) year with an additional one year term		
ITEM	ANDA INC (Disqualified Vendor)	PRESCRIPTION SUPPLY	WESTWOOD PHARMACY	ANDA INC	PRESCRIPTI ON SUPPLY	WESTWOOD PHARMACY
Birth Control Patch	\$ N/A	\$125.24 EA	\$18.34 EA✓	\$N/A	\$125.24 EA	\$18.34 EA✓
Total per pack by vendor		3/ \$375.72	18 PK/ \$330.18		3/ \$375.72	18 PK/ \$330.18
Birth Control Injection	-\$34.20-EA	\$1.61 EA✓	\$30.55	\$N/A	\$1.61 EA✓	\$30.55
	25PK/ ~~\$855.00~~ CS	25 PK/ \$40.25	EA/ \$30.55		25 PK/ \$40.25	EA/ \$30.55
Birth Control Pill – <u>High Dose</u>	\$59.45-(\$9.90)	\$11.17 EA✓	\$14.85	\$N/A	\$11.17 EA✓	\$14.85
	6/28PK-24CS- ~~\$1,426.80~~	6 CS/ \$67.02	6/28PK/ \$89.08		6 CS/ \$67.02	6/28PK/ \$89.08
Birth Control Pill – <u>Low Dose</u>	\$82.00-(\$13.66)	\$17.47 EA✓	\$19.18	\$N/A	\$17.47 EA✓	\$19.18
	6/28PK- ~~\$984.00~~ -12CS	6CS/ \$104.82	6/28PK/ \$115.04		6CS/ \$104.82	6/28PK/ \$115.04

RECOMMENDATION:

Prescription Supply: Birth Control Injection, Birth Control Pill – High Dose and Low Dose

MAO Pharmacy dba /Westwood Pharmacy Inc. – Birth Control Patch

HIDALGO COUNTY PURCHASING DEPARTMENT

RFB TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFP OPENING DATE: April 28, 2009

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "CONTRACEPTIVES- PATCH, INJECTION & PILL

RFP NO: 2009-172-04-28-YZV

RFP #	NAME OF COMPANY	ACKNOWLEDGE RECEIPT OF PROPOSAL
#1	Prescription Supply Inc. Northwood, OH	✓
#2	Westwood Pharmacy Richmond, VA	✓
#3	Anda Inc. Weston, FL	✓
#4		
#5		
#6		
#7		
#8		
#9		
#10		

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ**

BID OPENING DATE: April 29, 2009 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "CONTRACEPTIVES Patch, Injection & Pill
Hidalgo County- Health & Human Services"

BID NO.: 2009-172-04-29-yzv

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
JOM Pharmaceutical Services, INC	EM	jomnewacct@gpsus.jnj.com tel. (800) 523-6225	4/14/09	P.O. BOX 401 1000 Route 202 South Raritan, NJ 08869-0602
2. ANDA INC.	EM	peter.starfas@andanet.com 800-331-2632	4/14/09	2915 Weston Road Weston, Florida 33331
3. Westwood Pharmacy	EM	susan.reilly@westwoodpharmanc y.com tel.(866)-996-6379	4/14/09	5823 Patterson Avenue Richmond, VA 23226
4. Atlas Medical Supply INC.	EM	info@atlasmedicallab.com	4/14/09	5645 Hillcraft, Suite 301 Houston, TX 77036
5. Prescription Supply	EM	wvanmetre@prescriptionsupply.c om tel. (888) 807-2641	4/14/09	11720 Marksberry Lane Unit D Cincinnati, Ohio 45249
6. McKesson Medical Surgical	EM	government.sales@mckesson.com	4/14/09	8121 Tenth Avenue North Golden Valley, MN 55427
7. ANDA INC	EM	954-217-4510 Vince.Borde@Andanet.com	4/14/09	
8. ANDA INC.	EM	954-217-4510 Vince.Simonee@Andanet.com	4/14/09	
9.				
10.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

REQUIREMENTS AGREEMENT

C-09-172-07-07

THIS AGREEMENT (the "Agreement") is entered into effective as **July 7, 2009** by and between **Prescription Supply Inc.,** a **Ohio Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**Contraceptives-Patch, Injection & Pill,**" as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**Contraceptives- Injection & Pill**" in the areas of **HIDALGO COUNTY** projects for a period of (1) one year from July 7, 2009 to July 6, 2010 with the option to renew for an additional one year under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

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

5. General Provisions.

- a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the

time such conflict exists.

- b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.
- d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
- e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
 Attention: County Judge
 100 E. Cano, 2nd Floor
 Edinburg, Texas 78539

If to Seller: Prescription Supply Inc.
 Attn: William Van Metre, Director of Bids & Contracts
 2233 Tracy Road
 Northwood, OH 43619

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.

- f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- h. **Assignment.** This Agreement shall not be assignable.
- i. **Headings.** The headings and captions contained in this Agreement are solely for

convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

- j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate
- k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.
- l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).
- m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.
- n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:
 - (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.
 - (2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, 7/7/09

APPROVED AS TO FORM:

Atlas & Hall, L.L.P

By: _____

HIDALGO COUNTY

By: _____

Juan D. Salinas III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Vendor:

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT “A”

Request for Bid (RFB) Procurement Packet



PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

Hidalgo County – Health & Human Service Department

"Contraceptives-Patch, Injection and Pill"

Bid №.09-172-04-29-YZV

Bid Opening Date: April 29, 2009 at 9:30 a.m.

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
- ~~3. Exhibit "A" Bid Specifications consisting of 4 pages.~~
4. Exhibit "B" Bid Page consisting of 2 pages.
5. Exhibit "C" Insurance Requirements consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Vendor/Bidder Application and W-9 Form consisting of 6 pages.
8. Certification Regarding Debarment, consisting of 1 page.
9. Draft Requirement Agreement, consisting of 5 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing Department by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you

Martha L. Salazar, CPPB
Purchasing Agent

Date



PURCHASING DEPARTMENT
County Of Hidalgo

April 14, 2009

RE: Request for Bids – **"Contraceptives- Patch, Injection & Pill"** Hidalgo County
Health & Human Service Department

~~Bid No 2009-172-04-29-YZV~~

Dear Sir/Madam:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,


Martha L. Salazar, CPPB

Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

Bid Nº2009-172-04-29	Buyer: Yolanda Z. Velasquez	Tel. Nº (956) 318-2626

REQUEST FOR BIDS

**HIDALGO COUNTY – HEALTH & HUMAN SERVICE
DEPARTMENT**

"CONTRACEPTIVES-PATCH, INJECTION AND PILL"

Bid Opening Date: Wednesday, April 29, 2009 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department

2802 S. Bus. Hwy 281 New Administration Bldg.

Edinburg, Texas 78539

(956) 318-2626

Form HCPD - 03

LEGAL NOTICE

BID NO.: 2009-172-04-29-YZV

1. Sealed bids will be received for **"Contraceptives –Patch, Injection and Pill – Hidalgo County - Health & Human Service Department"** 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 Nº 2009-172-04-29-YZV -Contraceptives-Patch, Injection & Pill- Hidalgo County Health & Human Service Department"** and in County's Purchasing Department, 2812 S Business Highway 281, Edinburg, Texas, 78539, **on or before 9:30 a.m., Wednesday, April 29, 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 IN REFERENCE TO "REQUEST FOR BIDS 2009-172-04-29-YZV – RFB Contraceptives-Patch, Injection & Pill for Hidalgo County Health & Human Service Department".** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid 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 of 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 - **"Contraceptives-Patch, Injection and Pill – Hidalgo County Health & Human Services"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
 Ray Eufracio, Auditor
 2812 S. Business 281
 Edinburg, Texas 78539
 (956) 318-2511

17. **Schedule of Events**

Bid Opening, 9:30 AM April 29, 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 that 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 judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to 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

Contraceptives- Patch, Injection & Pill –

Hidalgo County - Health & Human Service Department

BID No.: 2009-172-04-29-YZV

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

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, ~~to execute a contract and/or Purchase Order issued by Hidalgo County for performing and~~ completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Exhibit "A"
HIDALGO COUNTY-HEALTH & HUMAN SERVICES
"Contraceptives- Patch, Injection & Pill"
BID Nº 2009-172-04-29-YZV

Instructions to Bidders:

These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to the, Invitation to Bid.

- Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.
- Open records access to all information submitted. All information included will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of your bid package.

Specifications, Requirements and/or Terms and Conditions:

All purchases of product will be on an "as needed basis only" there is no guaranteed volume.

Birth Contraceptive Patch:

Ortho-Evra (Norelgestromin/Ethinyl Estradiol Transdermal system) Ortho Evra is a transdermal Contraceptive Patch.

1. Each Contraceptive Patch has a contact surface area of 20 cm.
2. Each Contraceptive Patch will contain 6.00 mg Norelgestromin and 0.75 mg. Ethinyl Estradiol (EE).
3. It will release 150 micrograms of Norelgestromin and 20 micrograms off Ethinyl Estradiol (EE) to the bloodstream for twenty-four (24) hours.
4. Ortho-Evra should be the first weekly form of birth control. A new patch is used once a week, for three (3) consecutive weeks each month with the forth (4) week being "Patch-Free".

Birth Contraceptive Injection:

Medroxyprogesterone acetate injectable suspension, USP contraceptive injection 150mg/ml, 1 Single dose vial for intramuscular use only.

1. Each Contraceptive Injection will contain 150 mg. Medroxyesterone Acetate, 28.9 mg. Polyethylene Glycol 3350 mg. Polysorbate 80, 8.68 mg. Sodium Chloride, with the following added as preservatives: 1.37 mg. Methylparaben, 0.150mg. Propylparaben
2. When necessary, PH was adjusted with sodium hydroxide and/or hydrochloric acid.
3. Generic Brand will be compatible to Depo-provera. (or equivalent to).

Birth Control Pill:

(A) (HIGH DOSE)

1. Must be a tablet containing 0.180 mg norgestimate and 0.035 mg ethinyl estradiol.
2. Must be able to be used in an unopened box for two years from manufacturing date.
3. Generic Brand must be compatible to Ortho Tri Cycle, which is used in all Health Clinics sites.
4. Must have the capability to store dry at a room temperature (65 – 80 F.)
5. Box of 168 tablets in a 6x28 tab packet count.

(B) (LOW DOSE)

Nortrel (norethidrone and ethinyl estradiol tablets, USP) 1/35, 28 day regimen.

1. Each yellow tablet (21) must contain 1 mg Norethidrone and 0.035 mg Ethinyl estradiol.
2. Generic Brand must be compatible too Ortho-Novum,1/35 (or equivalent to).
3. Each white tablet (7) contains inert ingredients.
4. Box of 168 Tablets in a 6x28 tab packet count.

Term:

Term of contract will be for a one (1) year term, with a county's option of an additional year under the same terms and conditions.

The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

Items may be substituted by vendors but, must be **equal or better** and must be approved by the Hidalgo County if quoted item is out of stock.

Market Volatility and Unit Price Adjustment:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect cost 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 to 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 are 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 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.

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids proposals or statements or qualifications be addressed to, Yolanda Velasquez Buyer, Physical Address: 2802 S. Business Hwy. 281, Edinburg, TX Postal/Mailing Address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, April 22, 2009 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, April 24, 2009 by 5:00 p.m.**

EXHIBIT "B"**BID PAGE****Hidalgo County – Health & Human Service Department****"CONTRACEPTIVES – PATCH, INJECTION & PILL"****BID Nº 2009-172-04-29-YZV****COMPANY:** _____**Option I:** Initial one (1) year term:Birth Control Patch:Birth Control Injection:

Price		Pack Size	Price		Pack Size
Each	\$		Each	\$	
Total Per Pack	\$		Total Per Pack	\$	

Birth Control Pill – High DoseBirth Control Pill – Low Dose

Price		Pack Size	Price		Pack Size
Each	\$		Each	\$	
Total Per Pack	\$		Total Per Pack	\$	

Option II: Initial one (1) year with an **additional** one year term:Birth Control Patch:Birth Control Injection:

Price		Pack Size	Price		Pack Size
Each	\$		Each	\$	
Total Per Pack	\$		Total Per Pack	\$	

Birth Control Pill – High DoseBirth Control Pill – Low Dose

Price		Pack Size	Price		Pack Size
Each	\$		Each	\$	
Total Per Pack	\$		Total Per Pack	\$	

EXHIBIT "B"

BID PAGE

Hidalgo County – Health & Human Service Department

"CONTRACEPTIVES – PATCH, INJECTION & PILL"

BID Nº 2009-172-04-29-YZV

Bidder/Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone Nº:() _____ Fax Nº:() _____

Cell Nº: () _____ email: _____

Authorized Signature: _____

Printed Name: _____

Title: _____ Date: _____

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must 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.

Revised 10/01/08

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

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 IN 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 THEIR TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. ALL REGULAR LISTS OF COWNS MAY HAVE BEEN RECEIVED BY THE POLICIES.

INSR LTR	GENERAL LIABILITY	POLICY EFFECTIVE DATE MM/DD/YY	POLICY EXPIRATION DATE MM/DD/YY	COVERAGE
A	☐ COMMERCIAL GENERAL LIABILITY ☐ AUTOMOBILE LIABILITY ☐ GARAGE LIABILITY ☐ EXCESS LIABILITY ☐ WORKERS COMPENSATION AND EMPLOYER'S LIABILITY			
B	☐ COMMERCIAL GENERAL LIABILITY ☐ AUTOMOBILE LIABILITY ☐ GARAGE LIABILITY ☐ EXCESS LIABILITY ☐ WORKERS COMPENSATION AND EMPLOYER'S LIABILITY			
C	☐ COMMERCIAL GENERAL LIABILITY ☐ AUTOMOBILE LIABILITY ☐ GARAGE LIABILITY ☐ EXCESS LIABILITY ☐ WORKERS COMPENSATION AND EMPLOYER'S LIABILITY			
D	☐ COMMERCIAL GENERAL LIABILITY ☐ AUTOMOBILE LIABILITY ☐ GARAGE LIABILITY ☐ EXCESS LIABILITY ☐ WORKERS COMPENSATION AND EMPLOYER'S LIABILITY			
	☐ 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.

ENTERED FOR
Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus 281
Edinburg, Texas 78539

ADDITIONAL INFORMATION
30

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners Court; currently carry the following:

Automobile Liability: \$_____ General Liability: \$_____

have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

_____ necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a)

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

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

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 e-mail: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ()
dba Name:	
Legal Name:	
Mailing Address :	Fax No. ()
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	
Type of Organization (check one): Individual Partnership Corporation Non-Profit ☐ LLC ☐ Sole Proprietor ☐ Other, Specify _____	
State Identification No. _____ (Please attached completed W-9 form with this application)	
Federal Identification No. or (if individual) SS No. _____	
State of Incorporation: _____ Date: _____ Other: _____	
Type of Business (check one): Manufacturer Wholesaler Retailer Broker ☐ Distributor ☐ Service Organization ☐ Other, Specify _____	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:	
Small and/or Disadvantaged Business Information (check application criteria)	
Small Business: _____ Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American
☐ More than 500,000 annual gross receipt	☐ 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 subcontract 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: _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor

☐ Corporation

☐ Partnership

☐ Other ▶

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details).

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
2. The United States or any of its agencies or instrumentalities.
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000	Generally, exempt recipients 1 through 7

See Form 1099-MISC, Miscellaneous Income, and its instructions

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f)) even if the attorney is a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments; attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN.

"Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee
b. So-called trust account that is not a legal or valid trust under state law	The actual owner
5. Sole proprietorship or single-owner LLC	The owner
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner
7. A valid trust, estate, or pension trust	Legal entity
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

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.

Circle the minor's name and furnish the minor's SSN.

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.

List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT “B”

BID PAGE

EXHIBIT "B"

BID PAGE

Hidalgo County – Health & Human Service Department

"CONTRACEPTIVES – PATCH, INJECTION & PILL"

BID Nº 2009-172-04-29-YZV

Attn:

Prescription Supply Inc.

2233 Tracy Road

Northwood, Ohio 43619-1326

COMPANY: Prescription Supply

Option I: Initial one (1) year term:

Birth Control Patch:

0062-1920-15	Price	(B)
Each	\$	~~125.24~~ 125.24
Total Per Pack	\$	375.72

Pack Size

1

3

Birth Control Injection:

00703	Price	
Each	\$	1.61
Total Per 25 Pack	\$	40.25

Pack Size

1

25 PK

Birth Control Pill – High Dose

00555	Price	
Each	\$	11.17
Total Per Pack	\$	~~67.50~~ 67.50

Pack Size

1

6

Birth Control Pill – Low Dose

00555	Price	
Each	\$	17.47
Total Per Pack	\$	~~104.82~~ 104.82

Pack Size

1

6

Option II: Initial one (1) year with an additional one year term:

Birth Control Patch:

	Price	
Each	\$	SAME
Total Per Pack	\$	

Pack Size

Birth Control Injection:

	Price	
Each	\$	SAME
Total Per Pack	\$	

Pack Size

Birth Control Pill – High Dose

	Price	
Each	\$	SAME
Total Per Pack	\$	

Pack Size

Birth Control Pill – Low Dose

	Price	
Each	\$	SAME
Total Per Pack	\$	

Pack Size

EXHIBIT "B"

BID PAGE

Hidalgo County – Health & Human Service Department

"CONTRACEPTIVES – PATCH, INJECTION & PILL"

BID Nº 2009-172-04-29-YZV

Bidder/Company Name: PRESCRIPTION Supply Inc

Address: 2233 TRACY ROAD

City/State/Zip Code: NORTHWOOD OH 43619

Phone Nº: (800) 807-2641 Fax Nº: (513) 3530538

Cell Nº: () email: WVANMETRE@PrescriptionSupply.Com

Authorized Signature: William Van Metre

Printed Name: William VAN METRE

Title: Director of Bids & Contracts Date: 4/26/2009

EXHIBIT “C”

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCEOP ID SW
PRESS20

DATE (MM/DD/YYYY)

05/28/09

PRODUCER

Knight Crockett Miller
Insurance Group
22 North Erie Street
Toledo OH 43604-6943
Phone: 419-241-5133 Fax: 419-321-5280

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Prescription Supply, Inc.
Tom Schoen
2233 Tracy Rd.
Northwood OH 43619

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A Westfield Group

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	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO- JECT ☐ LOC	TRA1150438	09/01/08	09/01/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. 1,000,000
A		AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	TRA1150438	09/01/08	09/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
A		EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE ☒ RETENTION \$ 0	TRA1150438	09/01/08	09/01/09	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	TRA1150438	09/01/08	09/01/09	WC STATU- TORY LIMITS ☒ OTH- ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HILDCO1

Hildalgo County
2812 South Business Hwy. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Kenneth P. Knight

REQUIREMENTS AGREEMENT

C-09-172A-07-07

THIS AGREEMENT (the "Agreement") is entered into effective as of **July 7, 2009** by and between **MAO Pharmacy Inc. dba Westwood Pharmacy**, a Virginia Company ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**Contraceptives-Patch, Injection & Pill**," as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**Contraceptives-Patch**" in the areas of **HIDALGO COUNTY** projects for a period of (1) one year from July 7, 2009 to July 6, 2010 with the option to renew for an additional one year under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

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

5. General Provisions.

- a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the

time such conflict exists.

- b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.
- d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
- e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
 Attention: County Judge
 100 E. Cano, 2nd Floor
 Edinburg, Texas 78539

If to Seller: MAO Pharmacy Inc. dba Westwood Pharmacy
 Attn: Jake Pasternak, CFO
 5823 Patterson Avenue
 Richmond, VA 23226

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.

- f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- h. **Assignment.** This Agreement shall not be assignable.
- i. **Headings.** The headings and captions contained in this Agreement are solely for

convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

- j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate
- k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.
- l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).
- m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.
- n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:
 - (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.
 - (2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, 7/07/09.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P

By: _____

Stephen L. Crain

HIDALGO COUNTY

Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Vendor:

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT “A”

Request for Bid (RFB) Procurement Packet



PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

Hidalgo County – Health & Human Service Department

"Contraceptives-Patch, Injection and Pill"

Bid №.09-172-04-29-YZV

Bid Opening Date: April 29, 2009 at 9:30 a.m.

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
- ~~3. Exhibit "A" Bid Specifications consisting of 4 pages.~~
4. Exhibit "B" Bid Page consisting of 2 pages.
5. Exhibit "C" Insurance Requirements consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Vendor/Bidder Application and W-9 Form consisting of 6 pages.
8. Certification Regarding Debarment, consisting of 1 page.
9. Draft Requirement Agreement, consisting of 5 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing Department by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you

Martha L. Salazar, CPPB
Purchasing Agent

Date



PURCHASING DEPARTMENT
County Of Hidalgo

April 14, 2009

RE: Request for Bids – **"Contraceptives- Patch, Injection & Pill"** Hidalgo County
Health & Human Service Department

~~Bid No 2009-172-04-29-YZV~~

Dear Sir/Madam:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar
Martha L. Salazar, CPPB

Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

Bid Nº2009-172-04-29	Buyer: Yolanda Z. Velasquez	Tel. Nº (956) 318-2626

REQUEST FOR BIDS

**HIDALGO COUNTY – HEALTH & HUMAN SERVICE
DEPARTMENT**

“CONTRACEPTIVES-PATCH, INJECTION AND PILL”

Bid Opening Date: Wednesday, April 29, 2009 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department

2802 S. Bus. Hwy 281 New Administration Bldg.

Edinburg, Texas 78539

(956) 318-2626

Form HCPD - 03

LEGAL NOTICE

BID NO.: 2009-172-04-29-YZV

1. Sealed bids will be received for **"Contraceptives –Patch, Injection and Pill – Hidalgo County - Health & Human Service Department"** 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 Nº 2009-172-04-29-YZV -Contraceptives-Patch, Injection & Pill- Hidalgo County Health & Human Service Department"** and in County's Purchasing Department, 2812 S Business Highway 281, Edinburg, Texas, 78539, **on or before 9:30 a.m., Wednesday, April 29, 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 IN REFERENCE TO "REQUEST FOR BIDS 2009-172-04-29-YZV – RFB Contraceptives-Patch, Injection & Pill for Hidalgo County Health & Human Service Department".** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid 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 of 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 - **"Contraceptives-Patch, Injection and Pill – Hidalgo County Health & Human Services"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
 Ray Eufracio, Auditor
 2812 S. Business 281
 Edinburg, Texas 78539
 (956) 318-2511

17. **Schedule of Events**

Bid Opening, 9:30 AM April 29, 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 that 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 judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to 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

Contraceptives- Patch, Injection & Pill –

Hidalgo County - Health & Human Service Department

BID No.: 2009-172-04-29-YZV

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

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

Exhibit "A"
HIDALGO COUNTY-HEALTH & HUMAN SERVICES
"Contraceptives- Patch, Injection & Pill"
BID Nº 2009-172-04-29-YZV

Instructions to Bidders:

These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to the, Invitation to Bid.

- Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.
- Open records access to all information submitted. All information included will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of your bid package.

Specifications, Requirements and/or Terms and Conditions:

All purchases of product will be on an "as needed basis only" there is no guaranteed volume.

Birth Contraceptive Patch:

Ortho-Evra (Norelgestromin/Ethinyl Estradiol Transdermal system) Ortho Evra is a transdermal Contraceptive Patch.

1. Each Contraceptive Patch has a contact surface area of 20 cm.
2. Each Contraceptive Patch will contain 6.00 mg Norelgestromin and 0.75 mg. Ethinyl Estradiol (EE).
3. It will release 150 micrograms of Norelgestromin and 20 micrograms of Ethinyl Estradiol (EE) to the bloodstream for twenty-four (24) hours.
4. Ortho-Evra should be the first weekly form of birth control. A new patch is used once a week, for three (3) consecutive weeks each month with the fourth (4) week being "Patch-Free".

Birth Contraceptive Injection:

Medroxyprogesterone acetate injectable suspension, USP contraceptive injection 150mg/ml, 1 Single dose vial for intramuscular use only.

1. Each Contraceptive Injection will contain 150 mg. Medroxyprogesterone Acetate, 28.9 mg. Polyethylene Glycol 3350 mg. Polysorbate 80, 8.68 mg. Sodium Chloride, with the following added as preservatives: 1.37 mg. Methylparaben, 0.150mg. Propylparaben
2. When necessary, PH was adjusted with sodium hydroxide and/or hydrochloric acid.
3. Generic Brand will be compatible to Depo-provera. (or equivalent to).

Birth Control Pill:

(A) (HIGH DOSE)

1. Must be a tablet containing 0.180 mg norgestimate and 0.035 mg ethinyl estradiol.
2. Must be able to be used in an unopened box for two years from manufacturing date.
3. Generic Brand must be compatible to Ortho Tri Cycle, which is used in all Health Clinics sites.
4. Must have the capability to store dry at a room temperature (65 – 80 F.)
5. Box of 168 tablets in a 6x28 tab packet count.

(B) (LOW DOSE)

Nortrel (norethidrone and ethinyl estradiol tablets, USP) 1/35, 28 day regimen.

1. Each yellow tablet (21) must contain 1 mg Norethidrone and 0.035 mg Ethinyl estradiol.
2. Generic Brand must be compatible too Ortho-Novum,1/35 (or equivalent to).
3. Each white tablet (7) contains inert ingredients.
4. Box of 168 Tablets in a 6x28 tab packet count.

Term:

Term of contract will be for a one (1) year term, with a county's option of an additional year under the same terms and conditions.

The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

Items may be substituted by vendors but, must be **equal or better** and must be approved by the Hidalgo County if quoted item is out of stock.

Market Volatility and Unit Price Adjustment:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect cost 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 to 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 are 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 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.

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids proposals or statements or qualifications be addressed to, Yolanda Velasquez Buyer, Physical Address: 2802 S. Business Hwy. 281, Edinburg, TX Postal/Mailing Address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, April 22, 2009 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, April 24, 2009 by 5:00 p.m.**

EXHIBIT "B"**BID PAGE****Hidalgo County – Health & Human Service Department****"CONTRACEPTIVES – PATCH, INJECTION & PILL"****BID Nº 2009-172-04-29-YZV****COMPANY:** _____**Option I:** Initial one (1) year term:Birth Control Patch:Birth Control Injection:

Price		Pack Size	Price		Pack Size
Each	\$		Each	\$	
Total Per Pack	\$		Total Per Pack	\$	

Birth Control Pill – High DoseBirth Control Pill – Low Dose

Price		Pack Size	Price		Pack Size
Each	\$		Each	\$	
Total Per Pack	\$		Total Per Pack	\$	

Option II: Initial one (1) year with an **additional** one year term:Birth Control Patch:Birth Control Injection:

Price		Pack Size	Price		Pack Size
Each	\$		Each	\$	
Total Per Pack	\$		Total Per Pack	\$	

Birth Control Pill – High DoseBirth Control Pill – Low Dose

Price		Pack Size	Price		Pack Size
Each	\$		Each	\$	
Total Per Pack	\$		Total Per Pack	\$	

EXHIBIT "B"

BID PAGE

Hidalgo County – Health & Human Service Department

"CONTRACEPTIVES – PATCH, INJECTION & PILL"

BID Nº 2009-172-04-29-YZV

Bidder/Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone Nº:() _____ Fax Nº:() _____

Cell Nº: () _____ email: _____

Authorized Signature: _____

Printed Name: _____

Title: _____ Date: _____

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must 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.

Revised 10/01/08

DATE (MM.DD.YY)

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.

45 FEB

NS REF A

45 FEB 8

NS, 4: RC

451 PER D

NSL R E R E

THE POLICIES OF INSURANCE WHICH 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 AGGREGATE LIMITS, MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE PROVIDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL OTHER TERMS, CONDITIONS AND
CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY CO-INSURANCE.

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.

$\frac{1}{2} \log \left(\frac{1 + \sqrt{1 - 4x}}{1 - \sqrt{1 - 4x}} \right)$

$$f(x) = \frac{1}{2} \left(\frac{1}{2} + \frac{1}{2} \right) = \frac{1}{2} \quad \text{for } x = \frac{1}{2} \quad \text{and} \quad f(x) = \frac{1}{2} \left(\frac{1}{2} + \frac{1}{2} \right) = \frac{1}{2} \quad \text{for } x = \frac{3}{4}.$$

1. A. B. C. D. E. F. G. H. I. J. K. L. M. N. O. P. Q. R. S. T. U. V. W. X. Y. Z. 30

[illegible]

NUMBER OF DAYS FROM ONSET TO

... ..

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

_____ necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a)

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income other than investment income from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

**HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application**

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department through Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name:		Telephone No. ()	
dba Name:			
Legal Name:			
Mailing Address :		Fax No. ()	
Physical Address:			
City, State, Zip		Tax I.D. No.	
Remit to Address :		City, State, Zip	
E-Mail Address:			
Representative(s) Name(s) & Title(s)			
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit LLC Sole Proprietor Other, Specify			
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:			
<u>Small and/or Disadvantaged Business Information (check application criteria)</u>			
Small Business:		<u>Disadvantaged Business (At Least 51% Ownership)</u>	
☐ Less than 125,000 annual gross receipt		☐ Black American	
☐ Less than 250,000 annual gross receipt		☐ Hispanic American	
☐ Less than 499,000 annual gross receipt		☐ Asian Pacific American	
☐ More than 500,000 annual gross receipt		☐ 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: _____

**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:

- 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
- 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
- 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000	Generally, exempt recipients 1 through 7

See Form 1099-MISC, Miscellaneous Income, and its instructions

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments; attorneys' fees; and payments for services paid by a federal executive agency

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN.

"Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT “B”

BID PAGE

EXHIBIT "B"**BID PAGE****Hidalgo County – Health & Human Service Department****"CONTRACEPTIVES – PATCH, INJECTION & PILL"****BID № 2009-172-04-29-YZV****COMPANY:** Westwood Pharmacy**Option I:** Initial one (1) year term:Birth Control Patch:

	Price	Pack Size
Each	\$ 18.34	1 patch
Total Per Pack	\$ 330.18	6x3patches

Birth Control Injection:

	Price	Pack Size
Each	\$ 30.55	1ml
Total Per Pack	\$ 30.55	1ml

Birth Control Pill – High Dose

	Price	Pack Size
Each	\$ 14.85	28
Total Per Pack	\$ 89.08	6x28

Birth Control Pill – Low Dose

	Price	Pack Size
Each	\$ 19.18	28
Total Per Pack	\$ 115.04	6x28

Option II: Initial one (1) year with an **additional** one year term:Birth Control Patch:

	Price	Pack Size
Each	\$ 18.34	1 patch
Total Per Pack	\$ 330.18	6x3patches

Birth Control Injection:

	Price	Pack Size
Each	\$ 30.55	1ml
Total Per Pack	\$ 30.55	1ml

Birth Control Pill – High Dose

	Price	Pack Size
Each	\$ 14.85	28
Total Per Pack	\$ 89.08	6x28

Birth Control Pill – Low Dose

	Price	Pack Size
Each	\$ 19.18	28
Total Per Pack	\$ 115.04	6x28

EXHIBIT "B"

BID PAGE

Hidalgo County – Health & Human Service Department

"CONTRACEPTIVES – PATCH, INJECTION & PILL"

BID Nº 2009-172-04-29-YZV

Bidder/Company Name: MAO Pharmacy dba Westwood Pharmacy

Address: 5823 Patterson Avenue

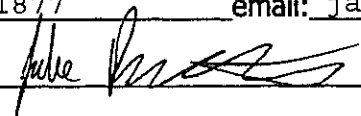
City/State/Zip Code: Richmond, VA 23226

Phone Nº: (804) 288-1933

Fax Nº: (804) 288-1510

Cell Nº: (804) 651-1877

email: jake.pasternak@westwoodpharmacy.com

Authorized Signature: 

Printed Name: Jake Pasternak

Title: CFO

Date: April 27, 2009

EXHIBIT “C”

CERTIFICATE OF INSURANCE

PRODUCER

GHT Insurance Agency, Inc.
P.O. Box 38059
Richmond VA 23231
Phone: 804-428-0000 Fax: 804-428-9991

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURED

*Westwood Pharmacy
MAO Pharmacy, Inc. T/A
5823 Patterson Avenue
Richmond VA 23226

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: Fireman's Ins. Co of Wash., DC

21784

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.

INSURANCE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CPA0017953-19	01/01/09	01/01/10	EACH OCCURRENCE \$ 1000000
	☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000
	☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person) \$ 10000
	☒ Business Owners				PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2000000
	☐ POLICY ☐ PROJECT ☐ LOC				PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY	CPA0017953-19	01/01/09	01/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	☒ ANY AUTO				BODILY INJURY (Per person) \$
A	ALL-OWNED AUTOS	CPA0017953-19	01/01/09	01/01/10	BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
A	☒ HIRED AUTOS	CPA0017953-19	01/01/09	01/01/10	
	☒ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC \$
A	EXCESS/UMBRELLA LIABILITY	CPA0017953-19	01/01/09	01/01/10	AGG \$
	☒ OCCUR ☐ CLAIMS MADE				EACH OCCURRENCE \$ 3000000
					AGGREGATE \$ 3000000
	☐ DEDUCTIBLE				\$
	☒ RETENTION \$ 0				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCA0017955-19	01/01/09	01/01/10	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500000
					E.L. DISEASE - POLICY LIMIT \$ 500000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HDLGOCT

Hidalgo County Purchasing Dept
Martha Salazar, CPPB, Purch Ag
2802 S Business Hwy 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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



AI-16168**24.D.2.**

**Health Department-Renovation of Clinics-CAS -Invoices and Substantial Completion for 4 Clinics-
CC REGULAR**

Date: 07/07/2009
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Health & Human Services Dept.

Information

CAPTION

a. Requesting acceptance and approval of "Certificate of Substantial Completion" submitted by CAS Companies, L.P., reflecting substantial completion for the following listed clinics dated as of June 23, 2009 for the Health and Human Services Department -"Renovation of Clinics" (2008-221A-MSS).

1. Edinburg Clinic
2. Elsa Clinic
3. Hidalgo Clinic
4. Weslaco Clinic

b. Approval of Request for Payment on the following listed invoices and amounts, from CAS Companies, L.P., contractor for Hidalgo County Health and Human Services "Renovation of Clinics" (2008-221A-MSS)

<u>Clinic</u>	<u>PURCHASE ORDER No.</u>	<u>Purchase Order Amount:</u>	<u>Invoice No.</u>	<u>Invoice Amount</u>	<u>Retainage Fee</u>
Weslaco	617917	\$96,884.44	0909506-1	\$90,140.22	\$4,744.22
Elsa	617916	\$23,196.17	0909606-1	\$20,136.36	\$1,059.81
Hidalgo	617912	\$35,575.09	0905406-1	\$31,896.34	\$1,678.75
Edinburg	617914	\$129,923.08	0905806-1	\$121,526.93	\$6,396.15

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1336-441-00-340-XXX-0-452

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 6-26-09.

<u>Program</u>	<u>Clinic</u>	<u>PO#</u>	<u>PO available balance</u>
024	Weslaco	617917	\$96,884.44
034	Elsa	617916	\$23,196.17
035	Hidalgo	617912	\$35,575.09
022	Edinburg	617914	\$129,923.08

Attachments

Link: [Substantial Completion Certificates](#)

Link: [lien releases](#)

Link: [CAS Invoices](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/24/2009 09:32 PM	APRV
2	Budget & Management	Erika Zamora	06/25/2009 08:07 AM	APRV
3	Manuel Chapa	Manuel Chapa	07/02/2009 04:21 PM	APRV
4	Moises Salazar	Moises Salazar	07/02/2009 04:46 PM	APRV
5	Auditor's Office		07/02/2009 05:09 PM	NEW

Form Started By: Moises Salazar

Started On: 06/24/2009 01:15 PM

Final Approval Date: 07/02/2009

Substantial Completion Certificate



Owner:

Hidalgo County Health Clinics
Edinburg Clinic
3105 E. Richardson
Edinburg, TX.

Contractor:

CAS Companies
5402 So. Expressway 83
Harlingen, TX. 78552

Distribute To:

Owner: X Contractor: X
Architect: X Field:

Project: Renovations for the Edinburg Clinic

Project No: 2009-098-06

Describe the Project or Portion of the Project designated for use:

Renovations and alterations completed per plans and specs provided by VA Architecture

The undersigned certifies this to the best of their knowledge.
The work performed on this Contract is found to be substantially completed.
With the exception (s) of the following, if any:

1. Provide Fire Alarm device and wiring at receptionist are. Device connection will be performed by the County.
2. Provide missing room identification.
3. Ensure that the key to the medicine closet is keyed separately from the remainder of the building.
4. The opening at the bottom of the two pass-thru windows should be 3". Re-cut lexan and lower speakhole to 52" af.f.
5. Properly join ceiling grid in the renovated lab.
6. Provide 3" brushed aluminum door and drawer pulls at new cabinets.
7. Touch up the paint at the storage room door hinges at the end of the east corridor.
8. Ensure the the lobby office door locks properly.

(Signature of authorized representative)

(Representing)

(Date of Issuance)

A list of items to be completed / Corrected (if any) is attached.

Cost estimate of Work that is incomplete or defective: \$ NA ()%

The contractor will complete or correct the Work on the list of items (attached is any) within:
(5) days from the above date of Substantial Completion.

CAS Companies LP
Contractor

Bill Bowlin
By

June 23, 2009
Date

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on 5:00 pm (date) Tuesday, June 23, 2009.

VA Architecture

5402 So. Expressway 83
Harlingen, Texas 78552
Phone: 956-216-8200
Fax: 956-216-8069

[Signature]
By

June 23, 2009
Date

111 Brand Lane, Suite 400
Stafford, Texas 77477
Phone: 281.499.4747
Fax: 281.499.6655

Substantial Completion Certificate

**Owner:**

Hidalgo County Health Clinics
Elsa Clinic
708 Edinburg St.
Elsa, TX.

Contractor:

CAS Companies
5402 So. Expressway 83
Harlingen, TX. 78552

Distribute To:

Owner: X Contractor: X
Architect: X Field: _____

Project: Renovations for the Elsa Clinic

Project No: 2009-096-06

Describe the Project or Portion of the Project designated for use:

Renovations and alterations completed per plans and specs provided by VA Architecture

The undersigned certifies this to the best of their knowledge.
The work performed on this Contract is found to be substantially completed.
With the exception (s) of the following, if any:

1. Install missing vct and vinyl base at Lab 113.
2. Correctly terminate the vct at the doorways rooms 114 and 115.
3. Lower the height of the dressing area curtains in the exam rooms by adding 8" of chain.
4. Remove and replace id sign to room 115 with sign that reads "OFFICE".
5. Install missing screw at light switch cover plate at room 115.
6. Replace drywall screws used at cover plate behind door in room 115.
7. Adjust new cabinet doors and drawers and install 3" brushed aluminum pulls.
8. Remove paint from Fire Alarm device in room 115.
9. Install missing door silencers.
10. Correct paint bubbling up on east wall of room 116.

(Signature of authorized representative)

(Representing)

(Date of Issuance)

A list of items to be completed / Corrected (if any) is attached.

Cost estimate of Work that is incomplete or defective: \$ NA ()%

The contractor will complete or correct the Work on the list of items (attached is any) within:
(5) days from the above date of Substantial Completion.

CAS Companies LP
Contractor

By 

June 23, 2009
Date

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) 5:00 pm (date) Tuesday, June 23, 2009.

VA Architecture

By 

June 23, 2009
Date

5402 So. Expressway 83
Harlingen, Texas 78552
Phone: 956-216-8200
Fax: 956-216-8069

111 Brand Lane, Suite 400
Stafford, Texas 77477
Phone: 281.499.4747
Fax: 281.499.6655

Substantial Completion Certificate



Owner:

Hidalgo County Health Clinics
Hidalgo Clinic
702 E. Texano
Hidalgo, TX.

Contractor:

CAS Companies
5402 So. Expressway 83
Harlingen, TX. 78552

Distribute To:

Owner: X Contractor: X
Architect: X Field: _____

Project: Renovations for the Hidalgo Clinic

Project No: 2009-094-06

Describe the Project or Portion of the Project designated for use:

Renovations and alterations completed per plans and specs provided by VA Architecture

The undersigned certifies this to the best of their knowledge.
The work performed on this Contract is found to be substantially completed.
With the exception (s) of the following, if any:

1. Provide paint touch up various doors and frames and ceiling.

(Signature of authorized representative)

(Representing)

(Date of Issuance)

A list of items to be completed / Corrected (if any) is attached.

Cost estimate of Work that is incomplete or defective: \$ NA ()%

The contractor will complete or correct the Work on the list of items (attached is any) within:
(5) days from the above date of Substantial Completion.

CAS Companies LP
Contractor

Bill Bowlin
By

June 23, 2009
Date

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on 5:00 pm (date) Tuesday, June 23, 2009.

VA Architecture

Ry Day - D.L.A.
By
June 23, 2009
Date

5402 So. Expressway 83
Harlingen, Texas 78552
Phone: 956-216-8200
Fax: 956-216-8069

111 Brand Lane, Suite 400
Stafford, Texas 77477
Phone: 281.499.4747
Fax: 281.499.6655

Substantial Completion Certificate



Owner:

Hidalgo County Health Clinics
Weslaco Clinic
1901 N. Bridge
Weslaco, TX.

Contractor:

CAS Companies
5402 So. Expressway 83
Harlingen, TX. 78552

Distribute To:

Owner: X Contractor: X
Architect: X Field: _____

Project: Renovations for the Weslaco Clinic

Project No: 2009-168-06

Describe the Project or Portion of the Project designated for use:

Renovations and alterations completed per plans and specs provided by VA Architecture

The undersigned certifies this to the best of their knowledge.
The work performed on this Contract is found to be substantially completed.
With the exception (s) of the following, if any:

1. Door lockset at rear corridor should be a passage lockset only with no locking capability.
2. Utility room door handle in Lobby should be ADA compliant lever.
3. Provide door wall bumper at new door leading to the administrative offices and correctly install the door closer on the same door.
4. Ensure that the second office lockset in the Lobby functions properly.
5. Switch the second office door with the pas-thru door.
6. Provide the Owner with the keys to the locksets.

(Signature of authorized representative)

(Representing)

(Date of Issuance)

A list of items to be completed / Corrected (if any) is attached.

Cost estimate of Work that is incomplete or defective: \$ NA ()%

The contractor will complete or correct the Work on the list of items (attached is any) within:
(5) days from the above date of Substantial Completion.

CAS Companies LP
Contractor

Bill Bowlin
By

June 23, 2009
Date

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on 5:00 pm (date) Tuesday, June 23, 2009.

VA Architecture

[Signature]
By

June 23, 2009
Date

5402 So. Expressway 83
Harlingen, Texas 78552
Phone: 956-216-8200
Fax: 956-216-8069

111 Brand Lane, Suite 400
Stafford, Texas 77477
Phone: 281.499.4747
Fax: 281.499.6655

Renovations to the Hidalgo County Health Clinics
Edinburg, Elsa, Hidalgo, and Weslaco Texas

THIS PUNCHLIST APPLIES TO ALL FOUR CLINICS

Prepared by: Reynaldo Vargas, Architect, and Tomás René Canul , Project Manager

Date(s): June 22, 2009

NOTE: FAILURE TO INCLUDE AN ITEM ON THE PUNCH LIST DOES NOT ALTER THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETE ALL WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

- I. It is the responsibility of the General Contractor to incorporate all defective items (within the General Contractor's scope of work) noted on the TDLR Inspection Report (to be issued at a later time) by the Registered Accessibility Specialist in order be in compliance with the Texas Accessibility Standards.**

01700 CONTRACT CLOSEOUT

PART 1 - GENERAL (WHERE APPLICABLE)

- 1.01 DESCRIPTION :** In anticipation of the completion of construction operations, the contractor shall, in compliance with project specification preparation, coordination, assembly and subsequent transmittal of project documents and records to the Architect for review as on of the prerequisites for certification of substantial completion and final payment.
- 1.02 PROJECT RECORDS AND DOCUMENT REQUIRED PRIOR TO SUBSTANTIAL COMPLETION :** The required project records and documents for submittal prior to achievement of substantial completion shall include, but not necessarily be limited, to the following list of items (3) copies of each) bound in three (3), three ring binders, with the Project name, Owner's name, Architect's name, and Contractor's name.
1. Provide a list of all sub-contractors and the major suppliers of materials for the project including their business address and telephone numbers, and contract person(s) for Warranty work.
 2. Obtain and deliver to Architect, for delivery to Owner, all special tools necessary for maintenance, operation, or monitoring of equipment apparatus.
 3. Obtain and deliver to Architect, all printed information regarding special treatment such as tile, glass, wall coverings, floor coverings, cabinets, countertops, woodwork, plastic/fiberglass/acrylic surfaces, hardware, plumbing fixtures, HVAC filter/equipment, and light fixtures.
 4. Typewritten record of all tests made of materials, equipment and systems. All such records shall state the date tests were conducted, and the names of all persons making and witnessing the tests, and citing unusual conditions relevant to the test. Documented tests shall include, but not be limited to the following:

- a. HVAC systems flow balancing charts, records and test reports.
- b. Hot and cold water systems balancing and sterilizing charts, records and test reports including water heaters and element.
- c. Complete electrical system test charts and reports.
 - 1. Power circuits
 - All power outlets
 - All GFI circuits
 - All circuit breakers
 - All equipment connections
 - All grounding systems
 - 2. Lighting Circuits
 - All interior lighting circuits and controls
 - All exterior lighting circuits and controls
 - All fixture mounting and connections
 - All emergency lighting
 - 3. Appliance and Equipment Circuits
 - Verify proper voltages
 - Verify proper operation
 - Test all equipment and appliances
 - 4. Fire alarm system tests
 - 5. Communication system tests
- d. Doors, Hardware and Weather-stripping/operation test reports.
- 5. Manufacturer's printed instruction manuals describing operating, servicing, maintenance and repair of each item of equipment and apparatus, including a complete description of each item with all ratings, capacities, and characteristics along with full detailed parts lists including all numbered parts of each item.
- 6. Written documentation indicating that the Owner has received all of the prescribed sessions of in-service training associated with systems, materials, equipment, maintenance, and procedures, including, but not limited to the following:
 - a. Plumbing Systems
 - b. Heating, Ventilating and Air Conditioning Systems
 - c. Electrical Systems
 - 1. Power
 - 2. Lighting
 - 3. Fire Alarm
 - 4. Communication

7. Keys and key identification and written certification that all locks have been changed immediately prior to transmitting keys. All keys shall be transmitted to Owner at Substantial Completion. Owner shall disperse key(s) to Contractor to complete punch list.
8. Warranties, Bonds, Guarantees, and Certifications.
 - a. General Contractor's 1 year Warranty
 - b. Termite Protection 5 year Guarantee
 - c. Roofing Contractor's 10 year Guarantee
 - d. Door Manufacturer's Guarantee(s)
 - e. Hardware Manufacturer's Guarantee(s)
 - f. Plumbing Contractor's Guarantee(s)
 1. General Guarantee
 2. Water Heater Guarantee(s)
 3. Fixtures and trim Guarantee(s)
 4. Special Equipment Guarantee(s)
 - g. HVAC Contractor's Guarantee(s)
 1. General Guarantee
 - h. Electrical Contractor's Guarantee(s)
 1. General Guarantee
 2. Panel and Equipment Guarantees
 3. Lighting Fixtures and Equipment Guarantee(s)
 4. Special Equipment Guarantee(s)
 - i. Hollow Metal Guarantee(s)
 - j. Toilet Partitions Guarantee
 - k. Specialties guarantee(s)
 - l. Kitchen Equipment, etc. Guarantee(s)
9. Record Drawings and Specifications
10. Documents required by the General and Supplementary General conditions.
11. Fire Chief/Marshall's inspection certificate
12. Occupancy Permit
13. Labels from all labeled doors, frames, assemblies, etc.
14. Contractor's "punch list" of items to be completed
15. Include Table of Contents with tabbed, rigid dividers between sections. Three ring binders shall be white with clear plastic cover to receive front and side title information.

16. Such materials shall be included, by General Contractor, in a section entitled **"MAINTENANCE"**.
17. Such test data shall be included within the 3-ring binder and within a section entitled **"TEST DATA"**.
18. Such instruction manuals shall be included in the 3-ring binder and shall be entitled **"MANUALS"**.
19. Such documentation shall be included within the 3-ring binder and within a section entitled **"IN-SERVICE TRAINING"**.
20. Such key identification and documentation shall be included within the 3-ring binder and in a section entitled **"KEYS"**.
21. Such warranties, Bonds, Guarantees and Certifications shall be included within separate sections within the 3-ring binder and shall be entitled **"BONDS"**, **"CERTIFICATES"**, **"GUARANTEES"**.
22. Drawings shall be reduced to an 11" high height with width folded-in.
23. Sections shall each be tabbed and entitled with rigid dividers.

All above information is to be transmitted to Architect at one time prior to requesting substantial completion inspection.

1.03 **PROJECT RECORDS AND DOCUMENTS REQUIRED PRIOR TO FINAL PAYMENT**

The following project records and documents for submittal prior to final payment shall include, but not necessarily be limited to, the following list of items (3 copies of each):

1. General Contractor's written certification that all punch list items have been completed.
2. Certification of Contractor's affidavit of payment of debts and claims, AIA G706A.
3. Certification of Contractor's affidavit of release of Liens, AIA G706A.
4. Certificate of consent of surety company to final payment, AIA G707.
5. Documents required by the General and Supplementary General conditions.
6. Documents required by the General and Supplementary General Conditions.
7. Contractor's request for final payment.
8. Resolution of all allowances.

CLEANING UP: Leave all area in clean condition; remove from site all waste material, lumber, debris, etc. Glass windows to be thoroughly cleaned and washed, replace all broken glass.



LIEN RELEASE

The undersigned certifies that all labor, materials, equipment and services for which payment has been requested, have been paid in full, and that no one has any claim in connection therewith for which **CAS Companies** or the property Owner might in any manner be deemed liable.

The undersigned further certifies that he/she is authorized to sign this lien waiver and that this document is being executed and signed completely free of duress or harassment.

Upon receipt of payment, the undersigned, hereby waives, releases, and relinquishes all rights to assert any claim or demand for lien in connection with the labor, materials, equipment, and services described in the invoices referenced herein.

Project Name: Hidalgo County Weslaco Clinic Renovations – Job #2009-095-06
Project Total: \$96,884.44

<u>Invoice # / Reference</u>	<u>Description</u>	<u>Amount</u>
0909506-1	Weslaco Clinic Renovations	\$96,884.44

Executed this 24th day of June, 2009

CAS COMPANIES

Executed by: Christie Morris
Title: Project Coordinator

HIDALGO COUNTY

Approved by: _____
Title: _____

Clean Air Solutions is a proud member of



111 Brand Lane
Stafford, Texas 77477
Phone 281 499 4747
Fax 281 499 6655

5402 S. Expressway 83
Harlingen, Texas 78552
Phone 956 216 8200
Fax 956 216 8069

Toll Free: 888.599.4747



LIEN RELEASE

The undersigned certifies that all labor, materials, equipment and services for which payment has been requested, have been paid in full, and that no one has any claim in connection therewith for which **CAS Companies** or the property Owner might in any manner be deemed liable.

The undersigned further certifies that he/she is authorized to sign this lien waiver and that this document is being executed and signed completely free of duress or harassment.

Upon receipt of payment, the undersigned, hereby waives, releases, and relinquishes all rights to assert any claim or demand for lien in connection with the labor, materials, equipment, and services described in the invoices referenced herein.

Project Name: Hidalgo County Hidalgo Clinic Renovations – Job #2009-094-06
Project Total: \$35,575.09

Invoice # / Reference	Description	Amount
0905406-1	Hidalgo Clinic Renovations	\$33,796.34

Executed this 24th day of June, 2009

CAS COMPANIES

Executed by: Christi Morris
Title: Project Coordinator

HIDALGO COUNTY

Approved by: _____
Title: _____

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LIEN RELEASE

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The undersigned further certifies that he/she is authorized to sign this lien waiver and that this document is being executed and signed completely free of duress or harassment.

Upon receipt of payment, the undersigned, hereby waives, releases, and relinquishes all rights to assert any claim or demand for lien in connection with the labor, materials, equipment, and services described in the invoices referenced herein.

Project Name: Hidalgo County Edinburg Clinic Renovations – Job #2009-098-06
Project Total: \$129,923.08

<u>Invoice # / Reference</u>	<u>Description</u>	<u>Amount</u>
0909806-1	Edinburg Clinic Renovations	\$123,426.93

Executed this 24th day of June, 2009

CAS COMPANIES

Executed by: Christo Maris
Title: Project Coordinator

HIDALGO COUNTY

Approved by: _____
Title: _____

Clean Air Solutions is a proud member of



111 Brand Lane
Stafford, Texas 77477
Phone 281 499 4747
Fax 281 499 6655

5402 S. Expressway 83
Harlingen, Texas 78552
Phone 956 216 8200
Fax 956 216 8069

Toll Free: 888.599.4747



LIEN RELEASE

The undersigned certifies that all labor, materials, equipment and services for which payment has been requested, have been paid in full, and that no one has any claim in connection therewith for which **CAS Companies** or the property Owner might in any manner be deemed liable.

The undersigned further certifies that he/she is authorized to sign this lien waiver and that this document is being executed and signed completely free of duress or harassment.

Upon receipt of payment, the undersigned, hereby waives, releases, and relinquishes all rights to assert any claim or demand for lien in connection with the labor, materials, equipment, and services described in the invoices referenced herein.

Project Name: Hidalgo County Elsa Clinic Renovations – Job #2009-096-06
Project Total: \$23,196.17

Invoice # / Reference	Description	Amount
0909606-1	Elsa Clinic Renovations	\$22,036.36

Executed this 24th day of June, 2009.

CAS COMPANIES

Executed by: Chris Mann
Title: Project Coordinator

HIDALGO COUNTY

Approved by: _____
Title: _____

Clean Air Solutions is a proud member of



111 Brand Lane
Stafford, Texas 77477
Phone 281.499.4747
Fax 281.499.6655

5402 S. Expressway 83
Harlingen, Texas 78552
Phone 956.216.8200
Fax 956.216.8069

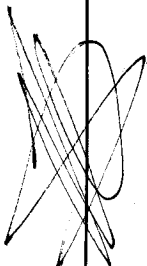
Toll Free: 888.599.4747



Invoice

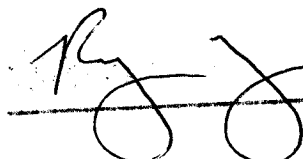
Date	Invoice #
6/19/2009	0909806-1

Bill To
Hidalgo County PO Box 1356 Edinburg, TX 78539

P.O. Number	Terms	Due Date	CAS - Project #	Project Name	
617914	Upon Receipt	6/19/2009	2009-098-06	Edinburg Clinic	
Quantity	Description			Price Each	Amount
1	Hidalgo County - Edinburg Clinic Renovations PO# 617914 Project Total: \$129,923.08 Allowance: (\$2,000.00) HOLD 5% Retainage: (\$6,396.15) This Draw: \$121,526.93  Goods/Services Received By: <u>Edinburg Clinic</u> Date: <u>6/19/09</u> Invoice Received By: <u>Beto Hinojosa</u> Invoice No.: <u>0909806-1</u> P.O. No.: <u>617914</u> Acct. No.: <u>9-1336-441-00-340-022-0-452</u> Amount Due: <u>121,526.93</u> Date: <u>6/29/09</u>			121,526.93	121,526.93
Thank you for your business.				Total	\$121,526.93

CAS Companies, LP
111 Brand Lane
Stafford, TX 77477

REVIEWED AND APPROVED
FOR PAYMENT

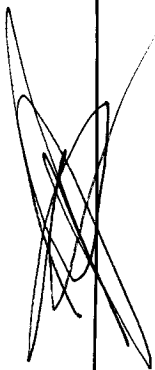
 264



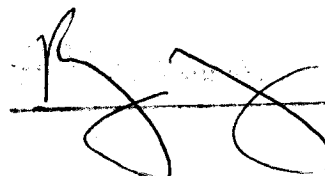
Invoice

Date	Invoice #
6/19/2009	0909606-1

Bill To
Hidalgo County PO Box 1356 Edinburg, TX 78539

P.O. Number	Terms	Due Date	CAS - Project #	Project Name	
617916	Upon Receipt	6/19/2009	2009-096-06	Elsa Clinic	
Quantity	Description			Price Each	Amount
1	Hidalgo County - Elsa Clinic Renovations PO# 617916 Project Total: \$23,196.17 Allowance: (\$2,000.00) HOLD 5% Retainage: (\$1,059.81) This Draw: \$20,136.36  Good/Services Received by: <u>Elsa Clinic</u> Date: <u>6/19/09</u> Invoice Received By: <u>Beto Hinojosa</u> Invoice No.: <u>0909606-1</u> P.O. No.: <u>617916 Partial</u> Acct. No.: <u>9-1336-441-00-340-034-0-452</u> Amount Due: <u>20,136.36</u> Date: <u>6/29/09</u> Approved By: _____			20,136.36	20,136.36
Thank you for your business. REVIEWED AND APPROVED FOR PAYMENT				Total	\$20,136.36

CAS Companies, LP
111 Brand Lane
Stafford, TX 77477

 DIA.



Invoice

Date	Invoice #
6/19/2009	0905406-1

Bill To
Hidalgo County PO Box 1356 Edinburg, TX 78539

P.O. Number	Terms	Due Date	CAS - Project #	Project Name	
617912	Upon Receipt	6/19/2009	2009-094-06	Hidalgo Clinic	
Quantity	Description			Price Each	Amount
1	Hidalgo County - Hidalgo Clinic Renovations PO# 617912 Project Total: \$35,575.09 Allowance: (\$2,000.00) HOLD 5% Retainage: (\$1,678.75) This Draw: \$31,896.34 Good/Services Received by: <u>Hidalgo Clinic</u> Date: <u>6/19/09</u> Invoice Received By: <u>Beto Hinojosa</u> Invoice No.: <u>0905406-1</u> P.O. No.: <u>617912</u> Acct. No.: <u>9-1336-441-00-340-035-0-452</u> Amount Due: <u>31,896.34</u> Date: <u>6/29/09</u> Approved By: _____			31,896.34	31,896.34
Thank you for your business.				Total	\$31,896.34

CAS Companies, LP
111 Brand Lane
Stafford, TX 77477

FOR PAYMENT



Invoice

Date	Invoice #
6/19/2009	0909506-1

Bill To
Hidalgo County PO Box 1356 Edinburg, TX 78539

P.O. Number	Terms	Due Date	CAS - Project #	Project Name	
617917	Upon Receipt	6/19/2009	2009-095-06	Weslaco Clinic	
Quantity	Description			Price Each	Amount
1	Hidalgo County - Weslaco Clinic Renovations PO# 617917 Project Total: \$96,884.44 Allowance: (\$2,000.00) HOLD 5% Retainage: (\$4,744.22) This Draw: \$90,140.22 Amount Received By: <u>Weslaco Clinic</u> Date: <u>6/19/09</u> Invoice Received By: <u>Ringo Hingjasa</u> Invoice No.: <u>0909506-1</u> P.O. No.: <u>617917</u> Partial Acct. No.: <u>9-1336-441-00-340-024-0-452</u> Amount Due: <u>90,140.22</u> Date: <u>6/29/09</u>			90,140.22	90,140.22
Thank you for your business. REVIEWED AND APPROVED Total \$90,140.22					

CAS Companies, LP
111 Brand Lane
Stafford, TX 77477

AI-16254

24.E.1.

**Approval of Final Construction Contract-Sundowner Recreational Center
Subdivision
CC REGULAR**

Date: 07/07/2009

Submitted By: Yvette Islas, PURCHASING DEPT.

Submitted For: Agaptio Vargas

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: CAP Pct.2

Information

CAPTION

Requesting approval of final construction contract (awarded by CC on 05-19-09) for C-CAP-09-188-07-07 Road & Drainage Construction for Sundowner Recreational Center Subdivision between Hidalgo County and Closner Construction Co., LC in the amount of \$219,997.65.

BACKGROUND

Only two (2) pages of contract (include contract #, awarded vendor name, amount) are provided as back up, due to entire contract being too lengthy. Auditor's department is provided with one (1) fully executed original contract.
Project Engineer: DOS Logistics

Fiscal Impact

FISCAL YEAR: 9

ACCT. #: 9-1312-431-00-122-940-0-XXX

FUNDS AVAILABLE Y/N?: Y/pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

733 - available balance is \$100,895.00 + AI-16281 CC 07/07/09 for \$27,143.50 = \$128,038.50

841 - available balance is \$ 75,695.55

Overruns will be taken care of thru Interlocal agreement with San Juan.

Attachments

Link: [sdwnr agrmnt 16254](#)

Link: [sdwnr c brdown 16254](#)

Link: [ai 16254 req](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/01/2009 01:31 PM	APRV
2	Budget & Management	Erika Zamora	07/01/2009 04:02 PM	APRV
3	Roland Garcia	Rolando Garcia	07/02/2009 01:17 PM	APRV

4

Auditor's Office

07/02/2009 05:09 PM NEW

Form Started By: Yvette Islas

Started On: 06/29/2009 04:51
PM

Final Approval Date: 07/02/2009

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**CONSTRUCTION CONTRACT
C-CAP-09-188-07-07**

This Agreement, entered into this 19th day of May, 2009, by and between Hidalgo County, (hereinafter called the "OWNER," and CLOSNER CONSTRUCTION CO. LC. (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH:

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

**"ROAD & DRAINAGE CONSTRUCTION FOR SUNDOWNER RECREATIONAL CENTER
SUBDIVISION**

Hereinafter called the project, for the sum of TWO HUNDRED NINETEEN THOUSAND NINE HUNDRED NINETY SEVEN Dollars and SIXTY FIVE Cents (\$219,997.65) and all extra work in connection therewith under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Proposal, the General conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by DOS LOGISTICS INC., entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 120 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

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

APPROVED BY COMMISSIONERS COURT ON, MAY 19, 2009.

CONTRACTOR:

Print Name & Title:

Name of Firm:

Address:

Fed I.D. #/SS #:

Jaime Closner
Jaime Closner - President
Closner Construction Co Lc
2809 WEXP 83
La Feria TX 78559
74-2917386

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 25th day of June, 2009, by Jaime Closner (Title) President of and on behalf of Closner Construction (A corporation)

Anel Rodriguez
Notary Public-Signature

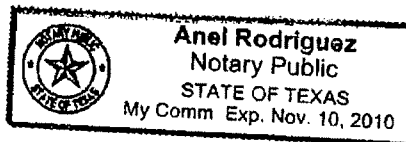
APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

800 Pecan

McAllen, Texas 78504

BY: SAH



ATTEST:

COUNTY OF HIDALGO:

Arturo Guajardo, Jr., County Clerk

Juan D. Salinas III, County Judge

Sundowner Recreational Center Subd.
CSJ: 3C1080154
Cost Breakdown
Precinct 2

Item No.	Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
ROADWAY						
1	100	Preparing ROW	18.6	STA	\$150.00	\$2,790.00
2	247	Flex Base (Complete in Place) TY "E" GR4	1377	CY	\$20.70	\$28,503.90
3	251	Rewrk Base Mtrl	3308	SY	\$1.25	\$4,135.00
4	310	ASPH Material (MC-30)	1158	GAL	\$7.25	\$8,395.50
5	340	Hot Mix (TY D)	496	TON	\$62.00	\$30,752.00
6	500	Mobilization	1	LS	\$2,000.00	\$2,000.00
7	502	Barricades, Signs and Traffic Handling	3	MO	\$1,000.00	\$3,000.00
8	506	Temp Sedmt Cont Fence	252	LF	\$2.25	\$567.00
9	644	Small Signs	6	EA	\$380.00	\$2,280.00
10	2500	EN-1 Treated Flexbase	6821	SY	\$0.75	\$5,115.75
11	2500	EN-1 Roadbond	52	GAL	\$85.00	\$4,420.00
SubTotal Base Bid						\$91,959.15

DRAINAGE						
12	402	Trench Excavation Protection	1574	LF	\$0.50	\$787.00
13	435	Concrete Riprap (6")	3	CY	\$380.00	\$1,140.00
14	464	RCP (CL III) (18")	392	LF	\$28.50	\$11,172.00
15	464	RCP (CL III) (24")	695	LF	\$34.50	\$23,977.50
16	464	RCP (CL III) (30")	538	LF	\$42.50	\$22,865.00
17	465	Inlet (Type "A")	7	EA	\$1,300.00	\$9,100.00
18	465	Storm Sewer Manhole (COMP) (TY "A")	2	EA	\$1,700.00	\$3,400.00
19	529	Concrete Curb & Gutter (TY "A") (Barrier)	3646	LF	\$7.75	\$28,256.50
20	529	4' Concrete Valley Gutter	75	LF	\$24.00	\$1,800.00
21	530	Driveways (Asphalt, Concrete, Pavement) (TY PBR-1)	76	SY	\$12.00	\$912.00
22	530	Driveways (Concrete) (4")	666	SY	\$36.00	\$23,976.00
23	531	Sidewalks	29	SY	\$22.50	\$652.50
SubTotal Drainage						\$128,038.50
GrandTotal Roadwork Base Bid and Drainage						\$219,997.65

Low Base Bid Roadwork : \$91,959.15 Drainage Allocation: \$100,895.00
Roadwork Allocation: \$75,695.55 Low Bid Drainage: \$128,038.50
Transfer Contingency: \$3,214.73 Transfer Los Encinos II: \$27,143.50
*Overrun/Underrun (\$13,048.87) Underrun/Overrun: \$-
*Amount to be paid by the City of San Juan as per ILA \$13,048.87
Maximum Allowable Roadwork @ \$500K/mile: \$108,901.52

Yvette Islas

ai 16254

From: Agapito Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Tuesday, June 30, 2009 9:48 AM
To: 'Yvette Islas'
Cc: 'Marcie G. Jackson'; 'Rossana Schettino'; 'Eralio Palacios'; humberto.garza@co.hidalgo.tx.us; 'dina trevino'
Subject: Agenda Item award finalized BCAP Contract - Sundowner Recreational Center
Attachments: Cost Breakdown Sundowner Rec Cntr.pdf

Yvette please place this item on Commissioner's Court agenda for Tuesday July 7th 2009.

Precinct 2 is requesting approval of finalized 3rd Call Border Colonias contract – Sundowner Recreational Center Subdivision, CSJ: 3C1080940; C-CAP-09-188-07-07. Project Engineer: DOS Logistics, Inc. (Jose Reyes, P.E.). Account Numbers: 9-1312-431-00-122-940-0-733 & 841. Interlocal Agreement with the City of San Juan is in effect (November 26, 2008).

Budget spreadsheet attached.

Thanks,

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program

301 East State

Pharr, TX 78577

Office Tel: 956/787-1891

Fax: 956/787-4683

Cell: 956/207-9850

email: agapito.vargas@co.hidalgo.tx.us

AI-16267

24.F.1.

**Approval of Final Construction Contract-La Homa Grove Estates Subdivision
CC REGULAR**

Date: 07/07/2009

Submitted By: Yvette Islas, PURCHASING DEPT.

Submitted For: Agapito Vargas

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: CAP Pct.3

Information

CAPTION

Requesting approval of final construction contract (awarded by CC on 06-08-09) for C-CAP-09-129-07-07 Road & Drainage Construction for La Homa Groves Estate Subdivision between Hidalgo County and Asago Construction in the amount of \$117,313.40.

BACKGROUND

Only two (2) pages of contract (include contract #, awarded vendor name, amount) are provided as back up, due to entire contract being too lengthy. Auditor's department is provided with one (1) fully executed original contract.
Project Engineer: Izaguirre Engineering, Inc.

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1312-431-00-123-380-0-731/733

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Requisition #157275 in the total amount of \$116,751.25 available pending CC approval.

FISCAL YEAR: 2009

ACCT. #: 9-1203-431-00-123-380-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Requisition #157275 in the total amount of \$562.15 available pending CC approval.

Total amount of requisition is \$117,313.40.

Attachments

Link: [lhma contract](#)

Link: [c brkdwn lhma 16267](#)

Link: [req 16267](#)

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1	Purchasing Department	Marty Salazar	07/01/2009 01:33 PM	APRV
2	Budget & Management	Erika Zamora	07/01/2009 04:08 PM	APRV
3	Perla Lopez	Perla Lopez	07/02/2009 10:03 AM	APRV
4	Auditor's Office	Angela Garcia	07/02/2009 05:09 PM	APRV

Form Started By: Yvette Islas

Started On: 06/30/2009 01:05 PM

Final Approval Date: 07/02/2009

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-09-129-07-07

This Agreement, entered into this 8th day of June, 2009, by and between Hidalgo County, (hereinafter called the "OWNER," and ASAGO, LLC dba ASAGO CONSTRUCTION (a Limited Liability Corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH:

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

LA HOMA GROVE ESTATES SUBDIVISION

Hereinafter called the project, for the sum of ONE HUNDRED SEVENTEEN THOUSAND THREE HUNDRED THIRTEEN Dollars and FORTY Cents and all extra work in connection therewith under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Proposal, the General conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Izaguirre Engineering Group, LLC, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 60 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

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

APPROVED BY COMMISSIONERS COURT ON, June 8th, 2009.

CONTRACTOR: [Signature]

Print Name & Title: Raul Iglesias, Manager

Name of Firm: Asago, LLC dba

Asago Construction

Address: 2113 Pecos St.

Mission, TX 78572

Fed I.D. #/SS #: 74-2821087

STATE OF TEXAS

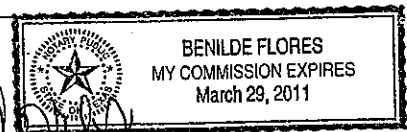
COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 15th day of June,

2009, by Manager Of and on behalf of Asago, LLC
(Title) (A corporation)

[Signature]

Notary Public-Signature



APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

800 Pecan

McAllen, Texas 78504

BY: [Signature]

ATTEST:

COUNTY OF HIDALGO:

Arturo Guajardo, Jr., County Clerk

Juan D. Salinas III, County Judge

La Homa Estates Subdivision
 CSJ: 3C1080380
 Cost Breakdown
 Precinct 3

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
ROADWAY					
100	Preparing ROW	11.92	STA	\$830.00	\$9,893.60
110	Excavation (Roadway)	826	CY	\$5.00	\$4,130.00
164	Cell Fiber Mulch Seed (Perm) (Urban) (Clay)	2685	SY	\$4.00	\$10,740.00
204	Sprinkling	47.68	MG	\$30.00	\$1,430.40
216	Proof Rolling	4130	SY	\$1.00	\$4,130.00
247	Flex Base (RD DEL) TY "E" GR4	1077	CY	\$5.00	\$5,385.00
251	Rewrk Base Mtr (DC) (TY "D") (8")	4130	SY	\$2.00	\$8,260.00
310	Prime Coat (MC-30)	714.6	GAL	\$5.00	\$3,573.00
340	Asph Conc ACP Surface (TY "D") (1.5")	3573	SY	\$9.00	\$32,157.00
500	Mobilization	1	LS	\$500.00	\$500.00
502	Barricades, Signs and Traffic Handling	1	LS	\$1,000.00	\$1,000.00
506	Temp Sedmt Cont Fence (Install)	200	LF	\$8.00	\$1,600.00
506	Temp Sedmt Cont Fence (Remove)	200	LF	\$4.00	\$800.00
560	Mailboxes	7	EA	\$200.00	\$1,400.00
644	Smal RDSD SGN ASSM (TY "A")	3	EA	\$125.00	\$375.00
2500	EN-1 Treat Sub-Base (DC) (771 CY)	4130	SY	\$1.00	\$4,130.00
2500	EN-1 Roadbond (771 CY)	23.4	GAL	\$125.00	\$2,925.00
6000	Utility/Service Adjustments**	1	LS	\$2,000.00	\$2,000.00
SubTotal Base Bid					\$94,429.00
** Item is not an allowable item.					
DRAINAGE					
360	Driveways (Conc) (4")	181	SY	\$15.00	\$2,715.00
464	RCP (CL III) (18")	48	LF	\$25.00	\$1,200.00
467	Safety End Treatment (Pre-Cast) (TY II) (18") RCP (1:6)	2	EA	\$750.00	\$1,500.00
472	Remove Exist Culvert Pipe	24	LF	\$5.00	\$120.00
480	Remove Culvert S.E.T.	2	EA	\$50.00	\$100.00
530	Driveways (Asphalt, Concrete, Pavement)	537.16	SY	\$15.00	\$8,057.40
5000	Corrugated HDPE Culvert Pipe (15")	766	LF	\$12.00	\$9,192.00
SubTotal Drainage					\$22,884.40
GrandTotal Roadwork Base Bid and Drainage					\$117,313.40

Roadwork Allocation: \$ 87,269.25 Drainage Allocation: \$ 22,884.40
 Transfer Contingency Line Item: \$ 6,597.60 Low Bid Drainage: \$22,884.40
 Maximum 25% Allowed Transfer Increase* \$ - Overrun/Underrun \$0.00
 Total Allocation and Transfer \$ 93,866.85
 Overrun/Underrun \$ (562.15)

* \$500,000.00/Mile Cap: \$120,265.15
 NOTE: Utility/Service Adjustments will be deleted as this is an unallowable cost. \$2000. will be removed thru a Change Order.

Yvette Islas

ai 16267

From: Agapito Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Tuesday, June 30, 2009 11:02 AM
To: 'Yvette Islas'
Cc: Norma Ceballos ; Mona; 'Rossana Schettino'; 'Marcie G. Jackson'; 'dina trevino';
valde.guerra@co.hidalgo.tx.us
Subject: Contract award La Homa Groves

Yvette please place this item on Commissioner's Court agenda for Tuesday July 7th 2009.

Precinct 3 is requesting approval of finalized 3rd Call Border Colonias contract – La Homa Grove Estates Subdivision, CSJ: 3C1080380; C-CAP-09-129-06-23. Project Engineer: Yzaguirre Engineering Group, LLC. Account Numbers: 9-1312-431-00-122-380-0-731 & 733.

Budget spreadsheet attached.

Thanks,

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program

301 East State

Pharr, TX 78577

Office Tel: 956/787-1891

Fax: 956/787-4683

Cell: 956/207-9850

email: agapito.vargas@co.hidalgo.tx.us

AI-16159

24.G.1.

**Award of Bid - Drug Test Collection Services-HCSO
CC REGULAR**

Date: 07/07/2009
Submitted By: Elena Gomez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Recommending award of bid approval of contract document to the lowest bidder meeting all specification/requirements, terms and conditions as attached hereto for Sheriff's Office-"Drug Test Collection Services" project #2009-160-06-03-MEG.

BACKGROUND

Current Contract Expires 08/21/09
On an "As Needed Basis" New contract from August 22, 2009 to August 21, 2011.
Contract document has been send to legal counsel for review on 05/05/09 as to form.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-280-001-0-339
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Available balance as of 7-2-09 \$96,243.00.

Attachments

Link: [Memo of Recommendation](#)
Link: [Acceptance, Participation Sheet](#)
Link: [Contract Document-NTC](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/01/2009 01:20 PM	APRV
2	Budget & Management	Erika Zamora	07/01/2009 03:46 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/02/2009 03:09 PM	APRV
4	Auditor's Office		07/02/2009 05:09 PM	NEW

Form Started By: Elena Gomez
Started On: 06/23/2009 04:54 PM
Final Approval Date: 07/02/2009

MEMORANDUM

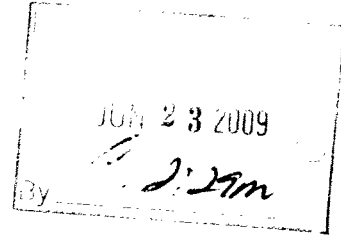
TO: Anacleto Martinez, Chief Administrator
Hidalgo County Adult Detention Facility

ATTN: Juan Tapia, Procurement Specialist

FROM: Elena Gomez, Buyer *EG*
Hidalgo County Purchasing Department

DATE: June 19, 2009

RE: Bid No. 2009-160-06-03-MEG
"DRUG TEST COLLECTION SERVICES"



Attached you will find four **(4) copies of the bids** received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. via fax to (956)-318-2629 or (956) 292-7612 by no later than **Wednesday June 30, @ 10:00 A.M.** in order to place this item on the agenda for next Commissioners Court Meeting, **Tuesday July 7, 2009 @ 10:00 A.M.**

If you should have any questions or need additional information please contact me at (956) 318-2626 x=4855

<u>AWARD TO VENDOR(S):</u>	<u>RECOMMENDATION (BASIS)</u>
<i>NTC</i>	<i>Award to the Lowest overall Bidder.</i>
<u>ACCOUNT: 9-1100-421-00-280-001-0-339 :</u>	

Anacleto Martinez A "sonny" Martinez 6/23/09
Authorized Signature Printed Name Date

Award to vendor (s)
NTC

24 hours service for same price

Excellent on site response time during working hours and after working hours

Alcohol test results are provided immediately

On demand response for post accidents

Several test locations throughout the County

No extra fees charged

Capt. Andy Sugman #1100

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE

**BID OPENING DATE: JUNE 03, 2009
EXTENDED TO JUNE 17, 2009**

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "DRUG TEST COLLECTION SERVICES"

BID NO: 2009-160-06-17-MEG

BUYER I: ELENA GOMEZ

BID RFB#	NAME OF COMPANY	ACKNOWLEDGEMENT	ADDENDUM #1
#1	NTC ^{alcohol} Drug Testing	✓	NO
#2	Medquick Diagnostics	✓	yes
#3	The Center of Industrial Rehab Services	✓	NO
#4	CDT Corp/Comprehensive	✓	yes
#5			
#6			
#7			
#8			
#9			

Hidalgo County Purchasing Department Bid Sign In

Date: June 3, 2009

Please Print Name	Company Name
1. Sandy Suarez	Purchasing Dept.
2. Sandy Suarez	RS Preferred Vending
3. Sandra Zamora	The Center of Industrial Rehab
4. John Riley	Celebrity Printing / Jones & Lind Stationers
5. Roy Balderras Sr	KeyShading Service, Inc.
6. Lorie Ochoa	MedQuick
7. Elias Hernandez	RS Preferred Vending
8. Manah Baluamagan	Print Order & Supplies
9. Priscilla Torres	Hidalgo County Clerk's Office
10. Oscar Carrera	Purchasing Dept
11. Sandra Montalvo	Purchasing Dept
13.	
14.	

Bid #

- 2009-015-06-03-SMA
- 2009-160-06-03-MEG
- 2009-211-06-03-YZV
- 2009-187-06-03-YZV
- 2009-210-06-03-OGG
-

Description

- Vending Machine Services
- Drug Test Collection Services
- Purchase & Delivery of Storm Sewer Sand
- Purchase of Storage Lockers
- Removal of Soil from Aguilar Detention Basin Pct. #4
-

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-160-07-07

THIS CONTRACT is made and entered into this **7th** day of **July, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **NTC Drug Testing Services, Inc. d/b/a Nurses, Technicians and Collectors, Inc.** ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Drug Testing Collection Services**" (**on an as needed basis**) (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to the **Hidalgo County Sheriff's Office**. 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 contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years**, commencing on **August 22, 2009** and expiring on **August 21, 2011** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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

regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

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

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

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

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

independent contractor under this Contract.

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

If to County:	The County of Hidalgo Attn: County Judge 100 E. Cano Edinburg, Texas 78539
If to Company:	NTC Drug Testing Services, Inc. d/b/a Nurses, Technicians and Collectors 4132 North 23 rd /P.O. Box 2883 McAllen, Texas 78501-78502

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

WITNESS our hands in duplicate originals this ____ day of _____, 2009.

APPROVED AS TO FORM

By: _____

COUNTY OF HIDALGO

ATTEST:

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

Arturo Guajardo, Jr., County Clerk

COMPANY:

**NTC Drug Testing Services, Inc. d/b/a
Nurses, Technicians and Collectors, Inc.**

By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET



PURCHASING DEPARTMENT
County Of Hidalgo

May 18, 2009

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
REQUEST FOR BIDS - "DRUG TEST COLLECTION SERVICES"
BID NO: 2009-160-06-03-MEG

Dear Gentlemen:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

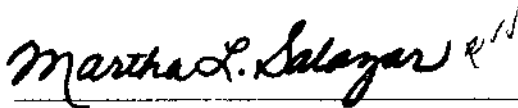
**HIDALGO COUNTY SHERIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"**

Bid No: 2009-160-06-03-MEG

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
(Page 8 must be submitted with bid)
3. Exhibit "A" Bid Specifications, consisting of 9 pages.
4. Exhibit "B" Bid Page, consisting of 3 pages.
(Must be submitted with bid)
5. Exhibit "C" Insurance Requirements, consisting of 5 pages.
(Must be submitted with bid)
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 2 pages.
(Must be submitted with bid)
7. Vendor/Bidders Application and W-9 Form, consisting of 6 pages.
(Must be submitted with bid)
8. Draft Service Contract, consisting of 8 pages.
9. Certification Regarding Debarment 1 page.
(Must be submitted with bid)

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.



Martha L. Salazar, CPPB
Purchasing Agent

May 18, 2009

Date

LEGAL NOTICE

HIDALGO COUNTY SHERIFF'S OFFICE

"DRUG TEST COLLECTION SERVICES"

Bid No: 2009-160-06-03-MEG

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE --"DRUG TEST COLLECTION SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed 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-2009-160-06-03-MEG -HIDALGO COUNTY SHERIFF'S OFFICE --"DRUG TEST COLLECTION SERVICES"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, JUNE 3, 2009, NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.** Hidalgo County reserves the right to refuse and reject any all bids and to waive any/all formalities or technicalities, or to accept the bid 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 of 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 SHERIFF'S OFFICE--"DRUG TEST"**

COLLECTION SERVICES Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

Discount payments will be considered when offered.

Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
711 El Ciholo Road
Edinburg, TX 78542
ATTN: Sheriff Guadalupe "Lupe" Trevino
(956) 383-8114

17. **Schedule of Events**

Bid Opening, 9:30 AM	<u>June 3,</u>	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.

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.

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 judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably

acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY SHERIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
BID NO.: 2009-160-06-03-MEG

To: Martha I. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy 281-Administration Building
Mailing Postal Address: 2812 S. Business Hwy 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) 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”

HIDALGO COUNTY SHERIFF’S OFFICE

“DRUG TEST COLLECTION SERVICES”

Bid No: 2009-160-06-03-MEG

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
Bid No. 2009-160-06-03-MEG

BID SPECIFICATIONS

HIDALGO COUNTY SHERIFF'S OFFICE (County) is seeking bids from qualified contractors with which to establish contracts for the purpose of performing drug test collections for County employees on an as needed basis.

SCOPE OF SERVICES:

1. Contractor shall have ability to conduct a Drug and Alcohol Test Collection Program as required by local, state and federal laws and regulations.
2. Contractor shall perform collection of urine/blood samples by certified staff, in accordance with U.S. Department of Transportation (DOT) Standards and/or Hidalgo County Sheriff's Office policy and protocol for post-offer pre-employment and random drug tests as required.
3. Additional services include a certified Substance Abuse Professional, Breath Alcohol Technician and Medical Review Officer (M.R.O.).
4. Conduct post-offer pre-employment drug testing on all applicants, or post-employment transfer, promotion and or reassignment to safety-sensitive position.
5. Conduct testing when the department Head/Elected Official or personnel designated by the Department Head have reason to believe that an Employee on County property is using or under the influence of prohibited drugs, alcohol and substances, or that there has been a violation of the Hidalgo County Sheriff's Office Drug and Alcohol policy.
6. Conduct testing when an Employee is found in possession of suspected illegal or prohibited drugs and substances, or when any of these drugs and substances are found in an area controlled or used exclusively by said Employee or other person.
7. Conduct testing when an employee returns to active employment after a leave of absence of forty-five days or more.
8. Conducts testing following an on-the-job injury requiring treatment from a physician or following a serious or potentially serious accident or incident, including near misses, in which: safety precautions were violated; unsafe instructions or orders were given; vehicle/equipment/property was damaged; or unusually careless acts were performed. All persons involved and within the immediate vicinity of the incident may have their urine and/or blood tested. If it is impossible or impractical, because of the physical condition of the individual(s) involved in the accident, to give a urine and/or blood sample, and if in subsequent medical treatment of the person(s) blood will be drawn, then blood will be analyzed for drugs, alcohol and other prohibited substances.

9. Service provider shall conduct random, unannounced drug and alcohol testing on employees who are licensed by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) and/or every employee working in a job classified as a safety-sensitive position. Note: The random rate for testing is subject to change based on the DOT standards.
10. Provide drug and alcohol testing services with licensed and certified personnel and laboratories as required by Local, State and Federal Law including, but not limited to, Medical Review Officer (MRO), Breath Alcohol Technician (BAT) and Substance Abuse Professional (SAP) and National Certified Addiction Counselor II (NCACII) as required by DOT. Copies of certifications should be submitted with bid response.
11. Conduct annual training for designated County employees on the Drug Free Workplace Act.
12. The service provider will insure proper and documented chain of custody during and after sample collection and testing.
13. **RANDOM DRUG AND ALCOHOL TESTING** – The County will require approximately 25% random drug and alcohol testing for employees who are licensed by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) and/or every employee working in a job classified as a safety-sensitive position to be performed on a semiannual and/or an as needed basis. Safety sensitive positions are located in various areas of the Sheriff's Office.
14. The contractor must provide a description of the work plan and the methods to be used that will demonstrate what the contractor intends to do, the timeframes necessary to accomplish the work and how the work will be accomplished. The Contractor shall specify the test procedures that will be utilized. The contractor must also include a plan for performing random testing at multiple locations simultaneously.
15. Positive results must be hand-delivered in a sealed confidential envelope to The Law Enforcement Center, 711 El Cibolo Road, Edinburg, TX 78542 to the attention of Captain Andy Guzman, Hidalgo County Sheriff's Office Public Integrity Unit. Negative results will be mailed or hand delivered in a sealed confidential envelope to same address.
16. Test results will not be divulged in any form to anyone other than to those designated authorized Sheriff's Office representatives.
17. Statistical reports of test results may be requested from the contractor on a quarterly basis and on an annual basis. Information on the statistical reports may be requested from the designated Sheriff's Office representative.
18. Alcohol screening tests that conclude in a positive result may be confirmed with a second screening 15 to 30 minutes from the time of the first positive test.
19. Contractor must possess capability for collection of urine/blood samples as needed and conduct tests in response to critical time frames for post accident and reasonable suspicion testing situations.

20. **QUALIFICATIONS OF THE CONTRACTOR** – Must remain current on testing and medical standards for all services to be performed as a result of this contract.
21. **INDEMNIFICATION** – The successful bidder shall be required to agree to indemnify and hold harmless the County of Hidalgo and its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys' fee, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful bidder, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful bidder shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the County in the defense of such claims and losses, including appeals.
22. **BID PRICE** must include: 1) a per hour fee where hours must be certified by assigned County Sheriff's Office representative at the time services are rendered, 2) individual test charges (fees) for Panel 10, and test charge (fees) for the following, Rohypnol, Alcohol and Ecstasy. Bid price must indicate fees for urine, hair and blood test for all of the above tests, and 3) bid price will also should include price per session including all materials for Reasonable Suspicion Training, Drug Free Workplace Act and any other Drug testing related requested training.
23. **BID AWARD** – Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.
24. **CONTRACT TERM** –
- The term of the contract will be for a two (2) year period. The County reserves the option to extend the contract for two (2) additional one (1) year terms under agreement with the same terms and conditions. No bid price increase, otherwise same price for any extension to remain firm.
 - Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
 - The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.
 - Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.
 - Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
 - Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).
 - Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

25. **REFERENCES** - Submit a minimum of five (5) references that include, company names, addresses, contact persons and telephone numbers for the contact persons. References may or may not be reviewed or contacted at the discretion of the County. The County reserves the right to contact references other than, and/or in addition to, those furnished by the vendor.
26. **TESTING SITE**- Contracted vendor should be able to conduct on site and/or off site testing as requested by the Hidalgo County Sheriff's Office. Contractor may be required to provide appropriately private facilities to conduct testing, including a locked, secured box, etc. for private articles where applicable.

SPECIAL INSTRUCTIONS TO BIDDERS:

1. **RIGHT TO AUDIT:** Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Hidalgo County Sheriff's Office to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County, the actual cost of the County's audit shall be paid by Contractor.

2. Hidalgo County reserves the right to seek purchases/services from state awarded vendors or any other cooperative purchasing programs whenever it is in its best interest to do so.
3. The bidder(s) awarded the contract cannot engage the services of a subcontractor without prior written consent of Hidalgo County for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

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.

Additional Information:

All Costs And Expenses Associated With The Preparation And Submission Of Bids Shall Be The Responsibility Of The Bidder And No Reimbursements For Such Charges Or Expenses Shall Be Passed On To Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent, AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, 27th, MAY, 2009 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. 29th, MAY 2009.

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
 Bid No. 2009-160-06-03-MEG

1. PER HOUR FEES (LABOR):			
BUSINESS HOURS	FROM	TO	FEES
REGULAR			
PREMIUM			

2. TEST CHARGES:					
Specific Test		Level Assessed (confirmation threshold)	Zero Level (screening threshold)	Turnaround time for results	
				NEGATIVE	NON-NEGATIVE
Panel 10 (individual)					
Cannabis	Urine				
	Hair				
	Blood				
Cocaine	Urine				
	Hair				
	Blood				
Amphetamines	Urine				
	Hair				
	Blood				
Morphine	Urine				
	Hair				
	Blood				
Methamphetamines	Urine				
	Hair				
	Blood				
Phencyclidine	Urine				
	Hair				
	Blood				
Benzodiazepines	Urine				
	Hair				
	Blood				
Barbiturates	Urine				
	Hair				
	Blood				
Methadone	Urine				
	Hair				
	Blood				
Tricyclic Antidepressants	Urine				
	Hair				
	Blood				

Specific Test		Level Assessed (confirmation threshold)	Zero Level (screening threshold)	Turnaround time for results	
				NEGATIVE	NON-NEGATIVE
<u>Rohypnol</u>	Urine				
	Hair				
	Blood				
<u>Alcohol</u>	Urine				
	Hair				
	Blood				
<u>Ecstasy</u>	Urine				
	Hair				
	Blood				
COMPLETE TEST COST (Includes all of the above)	Urine				
	Hair				
	Blood				

3. TRAINING FEES: Training price per session

a	Reasonable Suspicion Training	
b	Drug Free Workplace Act	
c	Other Drug Testing Related	

EXHIBIT “B”

HIDALGO COUNTY SHERIFF’S OFFICE

“DRUG TEST COLLECTION SERVICES”

Bid No: 2009-160-06-03-MEG

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
Bid No. 2009-160-06-03-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification

1. PER HOUR FEES (LABOR):

BUSINESS HOURS	FROM	TO	FEES
REGULAR			
PREMIUM			

2. TEST CHARGES:

Specific Test		Level Assessed (confirmation threshold)	Zero Level (screening threshold)	Turnaround time for results	
				NEGATIVE	NON- NEGATIVE
Panel 10 (Individual)					
Cannabis	Urine				
	Hair				
	Blood				
Cocaine	Urine				
	Hair				
	Blood				
Amphetamines	Urine				
	Hair				
	Blood				
Morphine	Urine				
	Hair				
	Blood				
Methamphetamines	Urine				
	Hair				
	Blood				
Phencyclidine	Urine				
	Hair				
	Blood				
Benzodiazepines	Urine				
	Hair				
	Blood				
Barbiturates	Urine				
	Hair				
	Blood				
Methadone	Urine				
	Hair				
	Blood				
Tricyclic Antidepressants	Urine				
	Hair				
	Blood				

Specific Test		Level Assessed (confirmation threshold)	Zero Level (screening threshold)	Turnaround time for results	
				NEGATIVE	NON-NEGATIVE
<u>Rohypnol</u>	Urine				
	Hair				
	Blood				
<u>Alcohol</u>	Urine				
	Hair				
	Blood				
<u>Ecstasy</u>	Urine				
	Hair				
	Blood				
COMPLETE TEST COST (Includes all of the above)	Urine				
	Hair				
	Blood				

3. TRAINING FEES: Training price per session		
a	Reasonable Suspicion Training	\$
b	Drug Free Workplace Act	\$
c	Other Drug Testing Related	\$

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CELLULAR NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

DATE: _____

EXHIBIT “C”

HIDALGO COUNTY SHERIFF’S OFFICE

“DRUG TESTCOLLECTION SERVICES”

Bid No: 2009-160-06-03-MEG

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 shall name Hidalgo County as additional insured and must 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.

Revised 10/01/08

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 INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:		
INSURED					
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 THEIR 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				EACH OCCURRENCE \$
	☐ COMMERCIAL GENERAL LIABILITY				PER ACCIDENT DAMAGE (Any one policy)
	☐ CLAIMS MADE OCCUR				PER ACCIDENT (Any one person)
	☐ OWNER'S & CONT. PROT.				PER ACCIDENT ADV. INJURY
	☐ OWNER'S PROTECTIVE LIABILITY				PER ACCIDENT AGGREGATE
	☐ GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRODUCT ☐ LOC				PER ACCIDENT AGGREGATE
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Per accident)
	☐ ANY AUTO				BODILY INJURY (Per person)
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)
	☐ HIRED AUTOS				
	☐ NON OWNED AUTOS				
C	GARAGE LIABILITY				AUTO ONLY (Per accident)
	☐ ANY AUTO				OTHER THAN AUTO ONLY (Per accident)
	EXCESS LIABILITY				EACH OCCURRENCE
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE
	☐ DEDUCTIBLE				
	☐ RETENTION \$				
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUS ☐ OTHER
					WC STATUTORY LIMITS
					E.L. EACH ACCIDENT
					E.L. DISEASE (EA EMPLOYEE)
	OTHER				E.L. DISEASE POLICY LIMIT
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 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	

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”

(Must be submitted with bid)

CIQ FORM

**HIDALGO COUNTY SHERIFF'S OFFICE
“DRUG TEST COLLECTION SERVICES”
Bid No: 2009-160-06-03-MEG**

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

BIDDER/VENDOR APPLICATION AND W-9

(Must be submitted with bid)

**HIDALGO COUNTY SHERIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
Bid No: 2009-160-06-03-MEG**

**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 Fax (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: _____

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 3.	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:

- 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
- 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
- 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details).

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
 2. The United States or any of its agencies or instrumentalities.
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ²
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

DEBARMENT

(Must be submitted with bid)

**HIDALGO COUNTY SHERIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
Bid No: 2009-160-06-03-MEG**

**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.

This page must be attached to the packet.

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
 Bid No. 2009-160-06-03-MEG

1. PER HOUR FEES (LABOR):

BUSINESS HOURS	FROM	TO	FEES
REGULAR	8:00 A.M.	5:00 P.M.	24 Hr. Service
PREMIUM	Business Hrs. 8-5		On-site Testing

2. TEST CHARGES:

Specific Test	Level Assessed (confirmation threshold)	Zero Level (screening threshold)	Turnaround time for results	
			NEGATIVE	NON-NEGATIVE
Panel 10 (individual)			24-48 Hrs.	48-72 Hrs.
Cannabis	Urine			
	Hair			
	Blood			
Cocaine	Urine			
	Hair			
	Blood			
Amphetamines	Urine			
	Hair			
	Blood			
Morphine	Urine			
	Hair			
	Blood			
Methamphetamines	Urine			
	Hair			
	Blood			
Phencyclidine	Urine			
	Hair			
	Blood			
Benzodiazepines	Urine			
	Hair			
	Blood			
Barbiturates	Urine			
	Hair			
	Blood			
Methadone	Urine			
	Hair			
	Blood			
Tricyclic Antidepressants	Urine			
	Hair			
	Blood			

Specific Test	Level Assessed (confirmation threshold)	Zero Level (screening threshold)	Turnaround time for results	
			NEGATIVE	NON-NEGATIVE
<u>Rohypnol</u>	Urine		3-5	days
	Hair			
	Blood			
<u>Alcohol</u>	Urine		3 Minutes	
	Hair			
	Blood			
<u>Ecstasy</u>	Urine		3-5	days
	Hair			
	Blood			
COMPLETE TEST COST (Includes all of the above)	Urine			
	Hair			
	~~Blood~~			

NO BLOOD IS ALLOWED FOR FEDERAL TESTING.

N.T.C. Adheres to all D.O.T./F.T.A. Federal Standards

No Blood is required or allowed. Citations given for blood testing.

3. TRAINING FEES: Training price per session		
a	Reasonable Suspicion Training	90 ⁰⁰ per hour
b	Drug Free Workplace Act	90 ⁰⁰ per hour
c	Other Drug Testing Related	90 ⁰⁰ per hour

Other: "Rick The Red Ribbon" character

Please see attachments on this.

OPENED

9:58am

10-17-09

Witnessed



EXHIBIT "B"
VENDOR'S BID

Bid
for
HIDALGO COUNTY SHERIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
BID NO.: 2009-160-06-03-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy 281-Administration Building
Mailing Postal Address: 2812 S. Business Hwy 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

N.T.C. Drug Testing Services, Inc.

4132 North 23, McAllen (Valleywide locations)

Susan Sanchez / [Signature]

Susan Sanchez - Abraham Peña

DIRECTOR - Asst. Director

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
Bid No. 2009-160-06-03-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification

1. PER HOUR FEES (LABOR):

BUSINESS HOURS	8-5	FROM	TO	FEES
REGULAR		24 Hr. Service Availability		~~0~~
PREMIUM		8-5 Business Hours		~~0~~

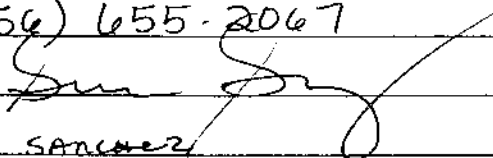
2. TEST CHARGES:

Specific Test		Level Assessed (confirmation threshold)	Zero Level (screening threshold)	Turnaround time for results	
				NEGATIVE	NON- NEGATIVE
Panel 10 (individual)					
Cannabis	Urine			1-2 days	3-5 days
	Hair				
	Blood				
Cocaine	Urine				
	Hair				
	Blood				
Amphetamines	Urine				
	Hair				
	Blood				
Morphine	Urine				
	Hair				
	Blood				
Methamphetamines	Urine				
	Hair				
	Blood				
Phencyclidine	Urine				
	Hair				
	Blood				
Benzodiazepines	Urine				
	Hair				
	Blood				
Barbiturates	Urine				
	Hair				
	Blood				
Methadone	Urine				
	Hair				
	Blood				
Tricyclic Antidepressants	Urine				
	Hair				
	Blood				

Specific Test		Level Assessed (confirmation threshold)	Zero Level (screening threshold)	Turnaround time for results	
				NEGATIVE	NON-NEGATIVE
<u>Rohypnol</u>	Urine			3-5 days	
	Hair				
	Blood				
<u>Alcohol</u>	Urine			Few Minutes (3 min.)	
	Hair				
	Blood				
<u>Ecstasy</u>	Urine			3-5 days	
	Hair				
	Blood				
COMPLETE TEST COST (Includes all of the above)	Urine	36.00			
	Hair	300.00			
	Blood	NO BLOOD IS USED FOR TESTING. IN FEDERAL TESTS,			

IMPORTANT: Business receive CITATIONS FOR USING BLOOD.
Alcohol: \$26.00

3. TRAINING FEES: Training price per session		
a	Reasonable Suspicion Training	\$ 90.00 ps. hr.
b	Drug Free Workplace Act	\$ 90.00 ps. hr.
c	Other Drug Testing Related	\$ 90.00 ps. hr.

COMPANY NAME: N.T.C. Drug & Alcohol Testing Services, Inc.
 ADDRESS: 4132 N. 23rd, Edinburg Location 409 Mahl Street.
 CITY/STATE/ZIP CODE: McAllen, Edinburg, La Joya, Weslaco, Harlingen
 PHONE NUMBER: (956) 682-7090 24 Hr. Line
 FAX NUMBER: (956) 682-4252
 CELLULAR NUMBER: (956) 655-2067
 AUTHORIZED SIGNATURE: 
 PRINTED NAME: SUSAN SANCHEZ
 TITLE: DIRECTOR
 EMAIL: NTC DRUG TESTING @ YAHOO.COM
 DATE: 05/19/09

OPENED

9:58 am
6-17-09

Witnessed



EXHIBIT “C”
INSURANCE REQUIREMENTS

Policy Number: CLS1319904

Date Entered: 6/25/2009

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2009

PRODUCER Davis Insurance Agency
2030 E. Griffin Parkway
Mission, Texas 78572

Phone: (956) 581-9838
Fax: (956) 519-1524

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED NTC DRUG TESTING SERVICES INC.
DBA NURSES TECHNICIAN AND COLLECTORS
PO BOX 2083
MCALLEN, TX 78501

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A SCOTTSDALE INSURANCE COMPANY

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PRO. ☐ LOC	CLS1426162	11/14/2008	11/14/2009	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$EXCLUDED GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$EXCLUDED
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS / UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS: OTH ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

KIDALGO COUNTY
2802 S BUSINESS HWY 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

0625/09

PRODUCER

ARCHIE ACEVEDO INSURANCE AGENCY
5717 N 10TH ST # A
MCALLEN, TEXAS 78504

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

NTC DRUG TESTING
4132 NORTH 23RD ST
MCALLEN, TEXAS 78504

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A ALLSTATE INSURANCE

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO. EFFECT LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HIRED AUTOS NON OWNED AUTOS	048835602	09/27/2008	09/27/2009	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 300,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 50,000
C	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY, AGG \$
D	EXCESS/UMBRELLA LIABILITY OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS 10TH ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
F	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

NTC DRUG TESTING

CERTIFICATE HOLDER

HIDALGO COUNTY
2802 S BUS HWY 281
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/25/2009**PRODUCER**COMBINED GROUP INSURANCESERVICES INC
2304 TARPLEY ROAD, SUITE 124
CARROLLTON, TX 75006
(888) 237-9948
XY483 700**INSURED**NTC DRUG TESTING SERVICES, INC
DBA NURSES TECHNICIAN & COLLEC
P O BOX 2883
MCALLEN, TX 78502THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**INSURERS AFFORDING COVERAGE****NAIC #**

INSURER A: THE TRAVELERS INDEMNITY COMPANY

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGESTHE 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 ADD'L LTR. INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO- JECT ☐ LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	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 EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	UB-7708C685-08	09/18/2008	09/18/2009	☒ WC STATU- TORY LIMITS ☐ OTH- ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

IN THE EVENT OF NON-PAYMENT OF PREMIUM, ONLY TEN(10) DAYS NOTICE OF CANCELLATION SHALL BE GIVEN.

CERTIFICATE HOLDERHIDALGO COUNTY
2802 S. BUSINESS HIGHWAY 281
EDINBURG, TX 78539**CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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
REPRESENTATIVE.

AUTHORIZED REPRESENTATIVE



ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
06/25/2009

PRODUCER

BB&T Insurance
110 Dixie Street
Carrollton, GA 30117
770 214-1991

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

NTC Drug Testing Services Inc dba
Nurses Technicians & Collectors
PO Box 2883
McAllen, TX 78502

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: Markel Ins (Stringer Ware)

38970

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Professional	3CD33014422	11/09/08	11/09/09	Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Professional Liability-Testing Services; Claims Made; Retro Date: 11/09/06; Deductible: \$2,500

CERTIFICATE HOLDER

Hidalgo County
2802 South Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Ry v B

AI-16261

24.G.2.

**Requesting exemption - Sole Source Declaration-VS Visual Statement Inc.
CC REGULAR**

Date: 07/07/2009
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under Texas Local Government Code, 262.024 (a) (7) (A) "Items for which competition is precluded because of existence of patents, copyrights, secret processes or monopolies" in connection with the Vista FX3 Package Software and/or components with VS Visual Statement Inc.

b. Requesting approval of a "Sole Source Declaration" for "VS Visual Statement Inc." with authority to purchase the Vista FX3 Package Software and/or components, for the Sheriff's Department through requisition #155507 in an amount not to exceed of \$16,242.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1228-421-00-280-006-0-747
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available for requisition# 155507 as of 7-2-09 \$16,242.00 for VS Visual Statement Inc..

Attachments

Link: Sole Source Declaration-Visual Statement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/02/2009 08:27 AM	APRV
2	Budget & Management	Erika Zamora	07/02/2009 08:50 AM	APRV
3	Manuel Chapa	Manuel Chapa	07/02/2009 02:34 PM	APRV
4	Auditor's Office		07/02/2009 05:09 PM	NEW
Form Started By: Matilde Faz			Started On: 06/30/2009 10:35 AM	
Final Approval Date: 07/02/2009				

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00155507

PO #

Date: 05/21/09

*Regular
#16261
7/7/09*

Bill To: x
x

Vendor : 370282
VS VISUAL STATEMENT INC.
900-175 2ND AVENUE
KAMLOOPS BC V2C 5W1
FAX (250)828-0482

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: MHINOJOSA
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	FX3 WITH SIMULATION, 3D ANIMATION, HAWKEYE, CRASHFX, ELEC. STATE REPORT, 3D HUMAN MODEL, CRASHMATH, 2D ANIMATION, INTERVIEWPRO, 3D ENGINE, MEASUREMENT SYSTEM, SMART TRUCK, VEHICLE SPECS DATABASE, DIAGRAMMING NIGP#208.57 ITEM#APS000547	6,695.00	6,695.00
1.00	EACH	NIKON NPR-332 REFLECTORLESS, NIKON NPR BC 65 NI-MH INSTRUMENT BATTERY CHARGER/DISCHARGER, NIKON LENSE CAP AND ACCESSORIES LEA PACK, NIKON INSTRUMENT MANUAL AND DATA SHEETS, NIKON HARD CARRYING CASE, DOWNLOAD CABLE FOR NIKON INSTRUMENTS, TRIPODS WOOD/FIBERGLASS WITH SCREW LOCKS, MINI PPPRISM SYSTEM WITH CARRYING CASE, 8.5' PRISM POLE WITH CARRYING CASE, STROB PRISM IN TILTING MOUNT, NIKON WARRANTY, SCCC TECH SUPPORT NIGP#208.57 ITEM#APS001429	6,852.00	6,852.00
1.00	EACH	M-FX, POCKET CRASHMATH AND POCKET INTERVIEW PRO, TDS RECON 400X(64MB RAM, 256MB FLASH, 2 SCREEN PROTECTOR, 2 STYLUS PENS, NORTH AMERICAN AC CHARGER, WINDOWS MOBILE NIGP#208-57 ITEM#APS001445	2,695.00	2,695.00
1.00	EACH	TPM-OPT-OUT:TM HAS NOT BEEN PURCHASED AND AS SUCH THE SOFTWAREIS NOT ENTITLED TO UPDATES/FEATURE PACKS/HOT FIRXES BEH=YOND INITAL PURCHASE	.00	.00
		Account No	Encumbrance	
		9-1228-421-00-280-006-0-747	16,242.00	
			Freight	.00
			Total	16,242.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

C.C. 6/11/09

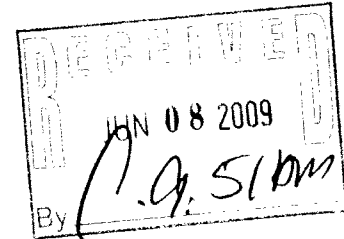
*6/11/09 - Found nothing like it in the internet.
Seems to be a Sole Source vendor.*

Authorized By: _____

Date Entered: 5.21.09
 Requisition #: 155507
 Date Approved: _____
 P.O. # _____

HIDALGO COUNTY SHERIFF'S OFFICE
CRIMINAL INVESTIGATION DIVISION REQUISITION

DATE: May 6, 2009
 REQUESTED BY: Tereso Contreras, Quartermaster's Office
 BUDGET: 9-1228-421-00-280-006-0
 OBJECT NUMBER: 747- Software
 CURRENT BALANCE: \$17,000.00
 EXPENDITURE AMOUNT: \$16,242.00
 NEW BALANCE: \$758.00
 PURPOSE FOR EXPENDITURE: Software to be used and installed into new CSS laptop



Line #	Commodity Code	Item & Description	Item #	Qty	UOM	Unit Price	Amount
1	208.57	FX3 with Simulation, 3D Animation, Hawkeye, CrashFX , Elec. State Report, 3D Human Model, Crashmath, 2D Animation, InterviewPro, 3D Engine, Measurement System, Smart Truck, Vehicle Specs Database, Diagramming	APS000547	1	Each	\$6,695.00	\$6,695.00
2	208.57	Nikon NPR-332 Reflectorless, Nikon NPR BC 65 Ni-MH Instrument Battery Charger/Discharger, Nikon Lense Cap and accessories LEA pack, Nikon Instrument Manual and Data Sheets, Nikon Hard Carrying Case, Download Cable for Nikon Instruments, Tripod Wood/ Fiberglass with Screw Locks, Mini Prism System with carrying case, 8.5' Prism Pole with Carrying Case, Strob Prism in Tilting Mount, Nikon Warranty, SCCC Tech Support.	APS001429	1	Each	\$6,852.00	\$6,852.00
3	208.57	m-FX, Pocket CrashMath and Pocket Interview PRO, TDS Recon 400X (64MB RAM, 256MB Flash, 2 Screen protectors, 2 stylus pens, North American AC charger, Windows Mobile 5)	APS001445	1	Each	\$2,695.00	\$2,695.00
4		TPM-Opt-out: TPM has not been purchased and as such the software is not entitled to updates/ feature packs/ hot fixes beyond initial purchase.		0	Each	\$0.00	\$0.00

SHIPPING: (N/A) \$0.00
 GRAND TOTAL: \$16,242.00
 ESIMATED DELIVERY DATE:
 INTERNAL NOTES: N/A

Awarded Vendor : VS Visual Statement Inc.
900 - 175 2nd Avenue
Kamloops, BC V2C 5W1 CANADA

250-828-0383
CONTACT PERSON: Aaaron Weiss
\$16,242.00

Quote: *** SOLE SOURCE VENDOR ***

Quote:

AUTHORIZED BY: _____
DIVISION COMMANDER

APPROVED BY:  _____
ADMINISTRATIVE LIEUTENANT

REVIEWED BY: _____
PROCUREMENT SPECIALIST

APPROVED BY:  _____
CHIEF DEPUTY



VS Visual Statement Inc.
 900 - 176 2nd Avenue
 Kamloops, BC V2C 6W1
 CANADA
 (250) 828 0383 (Main)
 (888) 828 0383 (Toll Free)
 (250) 984 7454 (Fax)
www.visualstatement.com

Proposal

Date: April 30, 2009

Agency		Details	
Contact: Lieutenant Richard Ozuna		Order No: S-17409	
Agency Name: Hidalgo County Sheriffs Department		Contact Name: Aaron Weiss	
Address: P.O. Box 1228			
City, State & Zip: Edinburg, TX 78541		aweiss@visualstatement.com	

PRODUCT NUMBER	QTY	PRODUCT NAME	PRODUCT DESCRIPTION	MISC.	UNIT PRICE	TOTAL PRICE
APS000547	1	FX3 Premium	FX3 with Simulation, 3D Animation, Hawkeye, CrashFX, Elec. State Report, 3D Human Model, Crashmath, 2D Animation, InterviewPro, 3D Engine, Measurement system, SmartTruck, Vehicle Specs Database, Diagramming		\$6,695.00	\$6,695.00
APS001429	1	Total Station - Nikon NPR-332 Reflectorless	Nikon NPR-332 Reflectorless, Nikon NPR BC 65 Ni-MH Instrument Battery, Instrument Battery Charger/Discharger, Nikon Lens Cap and accessories LEA pack, Nikon Instrument Manual and Data Sheets, Nikon Hard Carrying Case, Download Cable for Nikon Instruments, Tripod Wood/Fibreglass with Screw Locks, Mini Prism System with carrying case, 8.5' Prism Pole with carrying case, Strobe Prism in Tilting Mount, Nikon Warranty, SCCC Tech Support.		\$6,852.00	\$6,852.00
APS001445	1	m-FX Suite w/ TDS Recon 400X w/ Bluetooth	m-FX, Pocket CrashMath and Pocket Interview PRO, TDS Recon 400X (64MB RAM, 256MB Flash, 2 screen protectors, 2 stylus pens, North American AC charger, Windows Mobile 5)		\$2,695.00	\$2,695.00

APS001701	1	True Partner Maintenance (TPM) - Opt-out	TPM has not been purchased and as such the software is not entitled to updates/feature packs/hot fixes beyond the initial purchase.		\$0.00	\$0.00

NET TOTAL (USD) \$16,242.00

Pricing is guaranteed 60 days from date of proposal.

Notes

Terms and Conditions

All customer purchases for Visual Statement products and services are subject to Visual Statement's End User License Agreement which can be viewed at www.visualstatement.com/products. Such terms, along with any additional terms and conditions agreed to and accepted by VS in Customer's Purchase Order or otherwise stipulated in writing, shall prevail over any differing or conflicting terms in this Proposal.

HIDALGO COUNTY PURCHASING DEPARTMENT

SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared _____
a person known to me to be the person whose signature appears below, whom after being duly sworn
upon his/her oath deposed and said:

1. My name is Aaron Weiss. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: VS VISUAL STATEMENT INC.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
Vista FX, interview pro, crashmath, 2D valuation, 3D animation, 3D human model, MFX, Newkeye, Vista crash, Realscene 3D, vehicle spec database, SMAC simulation, Smartroads
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature _____

SWORN AND SUBSCRIBED TO under oath before me on 29th day of June, 2009

NOTARY PUBLIC

TAMARA J. MCKINNON
Barrister & Solicitor
#810 - 175, 2nd Avenue
Kamloops, BC V2C 5W1

PRINTED NAME

MY COMMISSION EXPIRES

COMPANY NAME: VS Visual statement inc.ADDRESS, CITY, STATE & ZIP CODE: suite 900 - 175 2nd ave Kamloops, BC V2C 5W1PHONE: 888-828-0383 NUMBER: _____CONTACT NAME AND TITLE: Aaron Weiss - Regional ManagerWEB ADDRESS: www.visualstatement.com EMAIL: aweiss@visualstatement.comFEDERAL TAX ID NUMBER: 980544817 TEXAS SALES TAX NUMBER: _____



Tanya Delira 956-292-1010

May 22nd 2009

Sole Source Letter

VS Visual Statement Inc. is the only company authorized to sell the product to you in the USA. We are the manufacturers and the distributors of this product and the sole owners of the product source code. All products listed below are copy written for the sole distribution by VS Visual Statement Inc. There are no Third Party products or components within our product requiring licensing.

The **Vista FX3 Package** is comprised of several separate modules, which are:

- Vista FX
- Interview Pro
- CrashMath
- 2D Animation
- 3D Animation
- 3D Human Model
- Hawkeye
- Vista Crash
- Vista RealScene 3D
- Vehicle Specs Database
- Measurement Log / Direct Total Station Download Capability
- Direct Integration with Virtual Earth Search Maps
- SMAC Simulation
- mFX
- Annual True Partner Maintenance
- SmartRoads
- Accelerex

This is the only product with all software components included and the included software components cannot be purchased elsewhere.

Yours truly,

Chad Ludwig
General Manager, VS Visual Statement Inc.

Suite 900, 175 2nd Ave
Kamloops, BC V2C 5W1

www.visualstatement.com

P. 250.828.0383
F. 250.828.0482

Added by Acts 2001, 77th Leg., ch. 1063, Sec. 3, eff. Sept. 1, 2001.

 Sec. 262.024. DISCRETIONARY EXEMPTIONS. (a)  A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption: 

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

 (7) an item that can be obtained from only one source, including: 

 (A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies; 

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

(1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;



VS Visual Statement Inc.
900-175 2nd Ave.
Kamloops, BC V2C 5W1

Sole Source Letter

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- Vista FX
- Interview Pro
- CrashMath
- 2D Animation
- 3D Animation
- 3D Human Model
- Hawkeye
- Vista Crash
- Vista RealScene 3D
- Vehicle Specs Data Base
- Measurement Log / Direct Total Station Download Capability
- Direct Integration with Virtual Earth Search Maps
- SMAC Simulation
- mFX
- Annual True Partner Maintenance

This is the only product with all software components included and the included software components cannot be purchased elsewhere.

Yours truly,

Chad Ludwig
VS Divisional Manager, VS Visual Statement Inc.

Form **W-8BEN**

(Rev. February 2006)

Department of the Treasury
Internal Revenue Service**Certificate of Foreign Status of Beneficial Owner
for United States Tax Withholding**▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do not use this form for:

- A U.S. citizen or other U.S. person, including a resident alien individual Instead, use Form: W-9
 - A person claiming that income is effectively connected with the conduct of a trade or business in the United States W-8ECI
 - A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions) W-8ECI or W-8IMY
 - A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions) W-8ECI or W-8EXP
- Note:** These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.
- A person acting as an intermediary W-8IMY
- Note:** See instructions for additional exceptions.

Part I Identification of Beneficial Owner (See instructions.)

1 Name of individual or organization that is the beneficial owner VS Visual Statement Inc.		2 Country of incorporation or organization CANADA																
3 Type of beneficial owner: <table style="width: 100%; border: none;"> <tr> <td>☐ Individual</td> <td>☒ Corporation</td> <td>☐ Disregarded entity</td> <td>☐ Partnership</td> <td>☐ Simple trust</td> </tr> <tr> <td>☐ Grantor trust</td> <td>☐ Complex trust</td> <td>☐ Estate</td> <td>☐ Government</td> <td>☐ International organization</td> </tr> <tr> <td>☐ Central bank of issue</td> <td>☐ Tax-exempt organization</td> <td>☐ Private foundation</td> <td colspan="2"></td> </tr> </table>				☐ Individual	☒ Corporation	☐ Disregarded entity	☐ Partnership	☐ Simple trust	☐ Grantor trust	☐ Complex trust	☐ Estate	☐ Government	☐ International organization	☐ Central bank of issue	☐ Tax-exempt organization	☐ Private foundation		
☐ Individual	☒ Corporation	☐ Disregarded entity	☐ Partnership	☐ Simple trust														
☐ Grantor trust	☐ Complex trust	☐ Estate	☐ Government	☐ International organization														
☐ Central bank of issue	☐ Tax-exempt organization	☐ Private foundation																
4 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address. 900-175 2nd Avenue																		
City or town, state or province. Include postal code where appropriate. Kamloops, BC V2C 5W1			Country (do not abbreviate) CANADA															
5 Mailing address (if different from above)																		
City or town, state or province. Include postal code where appropriate.			Country (do not abbreviate)															
6 U.S. taxpayer identification number, if required (see instructions) 98-0544817		7 Foreign tax identifying number, if any (optional)																
8 Reference number(s) (see instructions)																		

Part II Claim of Tax Treaty Benefits (if applicable)

- 9 I certify that (check all that apply):
- a ☒ The beneficial owner is a resident of Canada within the meaning of the income tax treaty between the United States and that country.
 - b ☐ If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).
 - c ☐ The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).
 - d ☐ The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).
 - e ☐ The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, \$500,000.
- 10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article 12 (3) (b) of the treaty identified on line 9a above to claim a 0 % rate of withholding on (specify type of income): Royalties
- Explain the reasons the beneficial owner meets the terms of the treaty article:
Payments are for the use of, or right to use, computer software arising in the USA and beneficially owned by a resident of Canada.

Part III Notional Principal Contracts

- 11 ☐ I have provided or will provide a statement that identifies those notional principal contracts from which the income is not effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

Part IV Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates.
 - The beneficial owner is not a U.S. person.
 - The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, and
 - For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.
- Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Sign Here

Signature of beneficial owner (or individual authorized to sign for beneficial owner)

Date (MM-DD-YYYY)

Controller

Capacity in which acting

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 25047Z

Form **W-8BEN** (Rev. 2-2006)

515874 10306

HIDALGO COUNTY PURCHASING DEPARTMENT BIDDER/VENDOR APPLICATION

VENDOR NO.: _____

ENTRY DATE: _____

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Purchasing Department.

Company Name <u>VS VISUAL STATEMENT INC.</u>		Telephone No. (250) <u>828 - 0383</u>
Mailing Address <u>SUITE 900 175 - 2ND AVE</u>		Fax No. (250) <u>828 - 0482</u>
City, State, Zip <u>KAMLOOPS, BC V8C 5W1</u>		Tax I.D. No. <u>980544817</u>
E-Mail Address <u>dweiss@visualstatement.com</u>		Website Address: <u>www.visualstatement.com</u>
Representative(s) Name(s) & Title(s) <u>Aaron Weiss - state representative</u> <u>Chad Ludwig - general Manager</u>		
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>Chad Ludwig</u>		
Type of Organization (check one): ☐ Individual ☐ Partnership ☒ Corporation ☐ LLC ☐ Other, Specify _____		
Federal Identification No. or (if individual) SS No. <u>98-0544817</u>		
State of Incorporation: <u>British Columbia</u> Other: _____		
Small and/or Disadvantaged Business Information (check application criteria) all 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?: <u>reporting software, incident investigation software, laser mapping equipment, accident reconstruction software, field based reporting software</u>		
Would you like to be provided with specifications for procurements of such products?: ☒ Yes ☐ 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?: State General Services 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 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): State General Services 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): State General Services 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): State General Services Commission Other _____

Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____ Subcontract
Amount: \$ _____ Description of Work to be Performed: _____

AI-16221

24.G.3.

**Sole Source Declaration-Maintenance and Support Agreement-Motorola
CC REGULAR**

Date: 07/07/2009
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

- a. Requesting exemption from competitive bidding requirements under Texas Local Government Code, 262.024 (a) (7) (A) "Items for which competition is precluded because of existence of patents, copyrights, secret processes or monopolies" in connection with the "Support and Maintenance Agreement" with Motorola for Premier MDC Silver with Motorola, Inc.
- b. Requesting approval of a "Sole Source Declaration" for "Motorola, Inc." with authority to enter into a one (1) year "Support and Maintenance Agreement" for a "Premier MDC Silver", through requisition #156938 in an amount not to exceed of \$27,057.00, effective July 1, 2009 through June 30, 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-280-001-0-336
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available for requisition# 156938 as of 7-2-09 \$27,057.00 for Motorola.

Attachments

Link: [TX Local Gov. Code 262.024](#)
Link: [Motorola Sole Source Letter](#)
Link: [Sheriffs Motorola Req./Support Plan](#)
Link: [Motorola Sole Source Affidavit](#)
Link: [Motorola Renewal Agreement Sheriff's Dept.](#)
Link: [Motorola Customer Plan](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/02/2009 08:27 AM	APRV
2	Budget & Management	Erika Zamora	07/02/2009 08:53 AM	APRV
3	Manuel Chapa	Manuel Chapa	07/02/2009 02:19 PM	APRV

4 Auditor's Office

07/02/2009 05:09 PM NEW

Form Started By: Matilde Faz

Started On: 06/25/2009 08:38
AM

Final Approval Date: 07/02/2009

Added by Acts 2001, 77th Leg., ch. 1063, Sec. 3, eff. Sept. 1, 2001.

 Sec. 262.024. DISCRETIONARY EXEMPTIONS. (a)  A contract for the purchase of any of the following items is  exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

 (7) an item that can be obtained from only one source, including: 

 (A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies; 

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

(1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;



June 25, 2009

Hidalgo County Sheriff's Office
711 East Cibola Road
Edinburg, TX 78155

RE: Product Information
Product: **Premier MDC™**

Dear: Matilde Faz

Motorola, Inc. is a worldwide leader in Premier MDC™ products. Our software is integrated at our Westminster Office located at 7237 Church Ranch Blvd, Westminster, CO 80021 or Salt Lake City Office located at 756 East Winchester Drive, Suite 150, Salt Lake City, UT 84107.

The above referenced products contain proprietary software developed and owned by Motorola. To provide complete software maintenance services for the products, another vendor would need access to Motorola's proprietary software source code. No other vendor has access to Motorola source code and Motorola has not authorized any dealer or other party to obtain such access.

Thank you for your continued support of Motorola. Let us know if we can provide any additional information.

Sincerely,
Motorola, Inc.

A handwritten signature in black ink, appearing to read 'Christin Nirschl', written over a horizontal line.

Name: Christin Nirschl
Title: Contracts Specialist

Requisition
SHERIFF'S LAW ENFORCEMENT FACILITY

Req # 00156938

PO #

Date: 06/12/09

Consent
#16083
6/30/09
Regulator
#16221
7/7/09

Bill To: x
x

Ship To: SHERIFF'S LAW ENFORCEMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: JAVIER CHAPA
956-393-6024

Vendor: 283827

MOTOROLA INC.
1313 E. ALGONQUIN RD
SCHAUMBURG IL 60196
FAX (210) 680-3214

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		RENEWAL OF SUPPORT AGREEMENT FOR PREMIERMD SOFTWARE USED FOR CAD AND TLETS. DO NOT DUPLICATE ORDER		
1.00	EACH	MOTOROLA SUPPORT & MAINTENANCE RENEWA NIGP # 920-45	27,057.00	27,057.00
1.00		PREMIERMD SOFTWARE		.00
1.00		SUPPORT AGREEMENT#003202-000		.00
		Account No	Encumbrance	
		9-1100-421-00-280-001-0-336	27,057.00	
			Freight	.00
			Total	27,057.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Exhibit C

SUPPORT PLAN OPTIONS AND PRICING WORKSHEET

Maintenance and Support Agreement # 003202-000

Term Length 12 Months

Term Start Date July 1, 2009

Term End Date June 30, 2010

CUSTOMER AGENCY Hidalgo County Sheriff's Office
 Address 711 East Cibolo Road
 City, State, Zip Edinburg, TX 78155
Contact Name Javier Chapa, IT Manager
 Telephone Number 956-393-6031
 Fax Number
 Email Address javier.chapa@hidalgo.org

BILLING AGENCY Hidalgo County Sheriff's Office
 Address 711 East Cibolo Road
 City, State, Zip Edinburg, TX 78155
Contact Name Monica Hinojosa, Accounts Payable
 Telephone Number 956-393-6024
 Fax Number
 Email Address

For support and updates on products below, please contact Motorola's Public Safety Application's Customer Support:
 (800) 323-9949 Option 2, Option 6, then select the corresponding product prompts as follows:

1 CAD PRODUCTS	2 RMS	3 MOBILE APPLICATIONS	4 JAIL MANAGEMENT
☐ PremierOne CAD™	☐ FRMS	☐ PremierOne Mobile™	☐ Offendertrak™
☐ PremierCAD™	☐ Net RMS	☒ Premier MDC™	☐ Imagetrak™
☐ Motorola® Computer Aided Dispatch	☐ Cruiser	☐ AirMobile™	☐ Case Management System
☐ CAD HP NonStop™ Series hardware	☐ ActivePaper	☐ TxMessenger™	
5 LRMS		0 OTHER	
☐ Infotrak™ (LRMS)	☐ Integration Framework		☐ Custom Software
	☐ UCRR		☐ Enhancements to Products
	☐ Customer Service Request System		☐ Other

MOTOROLA SERVICES**TERM FEES**

☒ SILVER SUPPORT SERVICES	\$ 27,057.00
1 8 a.m.-5 p.m. Monday-Friday	\$ Included
2 Supplemental Releases	\$ Included
3 Standard Releases	\$ Included
4 Technical Support Services	\$ Included
	\$
	\$
	\$
	\$

☐ **SUPPLEMENTAL SERVICE OPTIONS**
Service Descriptions Available Upon Request

1 24x7 Technical Support Svcs	\$
2 Time and Materials	\$
3 Professional Services Training	\$
4 Professional Services Upgrades	\$
5 Preventive Maintenance	\$
6 Users Conference Advance Purchase	\$
7 On-site Support (Dedicated Resource)	\$
8 GeoFile Services	\$
9 Monitoring Services	\$

MOTOROLA SERVICES TOTAL FEES \$ 27,057.00**BUNDLED SERVICE OPTIONS****DISCOUNT \$**

☐ SILVER LEVEL (x% Discount)	\$
☐ GOLD LEVEL (x% Discount)	\$
☐ PLATINUM LEVEL (x% Discount)	\$
☐ PLATINUM + LEVEL (x% Discount)	\$
☐ MULTI-SYSTEM (x% Discount)	\$

DISCOUNTS \$**USERS CONFERENCE ATTENDANCE ADVANCE PURCHASE DETAILS**

- ☐ Users Conference Attendance (\$2,650 per Attendee) Year Number Attendees
- Registration fee
 - Roundtrip travel for event (booked by Motorola)
 - Hotel accommodations (booked by Motorola)
 - Rental car (booked by Motorola)
 - Daily meal allowance (determined by Motorola guidelines)

TERM GRAND TOTAL* \$ 27,057.00

*Excludes taxes if applicable

Prepared by: Teesha Lane, 303-532-6666, pt2143@motorola.com

Exhibit D

CURRENT BILLABLE RATES

MAINTENANCE AND SUPPORT AGREEMENT NO. SA# 003202-000**CUSTOMER:** Hidalgo County Sheriff's Office

The following are Motorola's current billable rates, subject to an annual change.

The following rates apply to Customers with a current, active Maintenance and Support Agreement.
Billable rates apply to services provided outside of the PPM.

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	\$186 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$279 per hour, 2 hours minimum

The following rates apply to Customers without a current, active Maintenance and Support Agreement.

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	\$372 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$558 per hour, 2 hours minimum

Note: Above rates reflect labor rate only. Additional fees for on-site travel expenses, third party expenses and/or materials will be quoted at the time of customer request for services.

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

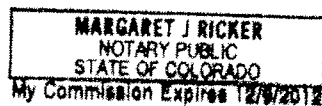
THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Christin Nirschl
a person known to me to be the person whose signature appears below, whom after being duly sworn
upon his/her oath deposed and said:

1. My name is Christin Nirschl. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Motorola Inc.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
Premier MDC
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature

SWORN AND SUBSCRIBED TO under oath before me on 30th day of June, 2008. 2009



Margaret J. Ricker
NOTARY PUBLIC

Margaret J. Ricker
PRINTED NAME

12/9/2012
MY COMMISSION EXPIRES

COMPANY NAME: Motorola Inc.
ADDRESS, CITY, STATE & ZIP CODE: 7237 Church Ranch Blvd Ste 406
PHONE: 303-527-4088 NUMBER: WESTMINSTER CO 80021
CONTACT NAME AND TITLE: Christin Nirschl - contracts specialist
WEB ADDRESS: _____ EMAIL: christin.nirschl@motorola.com
FEDERAL TAX ID NUMBER: 36-1115800 TEXAS SALES TAX NUMBER: _____



May 5, 2009

Hidalgo County Sheriff's Office
Attn: Mr. Javier Chapa
711 East Cibola Road
Edinburg, TX 78155

RE: Extension to Maintenance and Support Agreement: SA#003202-000
Product: Premier MDC™

Dear Mr. Chapa,

By means of this letter, Motorola, Inc. hereby extends Hidalgo County Sheriff's Office maintenance and support agreement as referenced above. Enclosed are two (2) copies of the updated Exhibit A Description of Covered Products, Exhibit B Support Plan, Exhibit C Support Plan Options and Pricing Worksheet and Exhibit D Billable Rates for the period **July 1, 2009** through **June 30, 2010**. Pursuant to Section 3.2 of the original agreement as referenced above, all terms and conditions shall remain in full force and effect.

Please indicate acceptance of this extension by signing the acceptance block below and **returning one copy to my attention at Motorola, Inc., 7237 Church Ranch Blvd. Suite 406, Westminster, CO 80021 or fax it to my attention at 303-527-4001 on or before July 1, 2009**. Failure to return this fully executed letter on or before July 1, 2009 will result in a lapse in maintenance, which will be subject to a 10% recertification and reimplementation fee.

If you have any questions or need further clarification, please contact me directly at **951-245-7416** or email at **srhoads@motorola.com**

Sincerely,

Shelley Rhoads
Business Operations Manager
Motorola, Inc.

Accepted by:

MOTOROLA, INC.

Signed by: _____

Printed Name: Leo Heffernan

Title: Director, System Integration and Support

Date: May 5, 2009

HIDALGO COUNTY SHERIFF'S OFFICE

Signed by: _____

Printed Name: Juan D. Salinas III

Title: County Judge

Date: 6/30/09

Exhibit A
DESCRIPTION OF COVERED PRODUCTS

MAINTENANCE AND SUPPORT AGREEMENT NO. SA# 003202-000

CUSTOMER: Hidalgo County Sheriff's Office

The following table lists the Products under maintenance coverage:

<i>Product</i>	<i>Description</i>	<i>Site Id</i>	<i>Qty</i>
Premier MDC™	Message Switch Software (1-100 Level)		1
Premier MDC™	In Vehicle Paging Server Software Module		1
Premier MDC™	Mobile Client License		99
Premier MDC™	In-House Client License		10
Premier MDC™	In-Vehicle Paging Mobile Client Module		3

Exhibit B
CUSTOMER SUPPORT PLAN

MAINTENANCE AND SUPPORT AGREEMENT NO. SA# 003202-000

CUSTOMER: Hidalgo County Sheriff's Office

Introduction

The Customer Support Plan is designed to provide Motorola customers the details necessary for understanding Motorola's overall support processes and policies as a compliment to the Motorola Maintenance and Support Agreement.

The Motorola Maintenance and Support Agreement is the legal and binding contractual terms for which services are provided under. Questions or concerns regarding your support plan can be directed to your Support Manager.

Below are the topics outlined in this Customer Support Plan:

- I. Service Offerings**
- II. Accessing Customer Support**
- III. Severity Levels and Case Management**
- IV. Responsibilities**
- V. Customer Call Flow**
- VI. Contacts**

I. Service Offerings

Motorola's Customer Support organization includes a staff of Support Analysts whom are managed by Motorola Customer Support Managers and are chartered with the direct front-line support of our customers. A Support Analyst is a system technologist responsible for providing direct or escalation support. A Support Analyst is sometimes referred to as a Customer Support Analyst ("CSA") or Technical Support Analyst ("TSA") or Technical Support Representative.

Motorola's Support Organization offers a multi-layered approach to a total service solution. Levels of support are defined as follows:

Service Levels

Level 0	Logging, dispatching and tracking service requests
Level 1	Selected 1 st call support, triage and resolution
Level 2	Telephone and/or on-site support for normal technical requirements
Level 3	High-level technical support prior to Engineering escalation
Level 4	Engineering software code fixes and changes

Motorola provides to customers on an active maintenance and support agreement defined services and Software Releases. Specific support definitions, offerings and customer responsibilities are detailed in section 3 of the main body of the maintenance and support agreement.

II. Accessing Customer Support

The Motorola System Support Center Operations

Motorola's Public Safety Applications Technical Support personnel in cooperation with Motorola's System Support Center ("SSC") provide the gateway to technical support for all of Motorola Public Safety Application systems. Accessing support through Motorola's toll free 800 number, web ticketing or email ticketing ensures accurate case handling and tracking. The goal of the Support team and SSC is to make certain systems are restored and running at peak levels as quickly as possible. This is accomplished by obtaining accurate customer and problem details and by directing your requests to the right support team in a timely manner.

The System Support Center offers total call management including:

- Single point of contact for Motorola service requests
- Logging, dispatching and tracking of service requests
- System capabilities to identify pending cases and automatically escalate to management
- Database and customer profile management
- Standard reports with on-demand distribution
- Case notification

Motorola's System Support Center operates 24 hours a day, 7 days a week, 365 days a year. That means you can call us anytime. Support Center personnel enter requests for service, technical assistance, or telephone messages into a database system. Every time you call us, we log information about your request into the tracking system so that the information is available for reference and analysis to better serve your future service needs. Another benefit of logging every service request is that Motorola and customers can track the progress from initial contact to final resolution.

There are three options for accessing Support at Motorola:

1. **Motorola System Support Center Toll Free Number**
2. **eCase Management through Motorola On-Line**
3. **Email Case Ticketing**

Option 1 - Call Motorola System Support Center

Call Motorola Toll free 800-323-9949

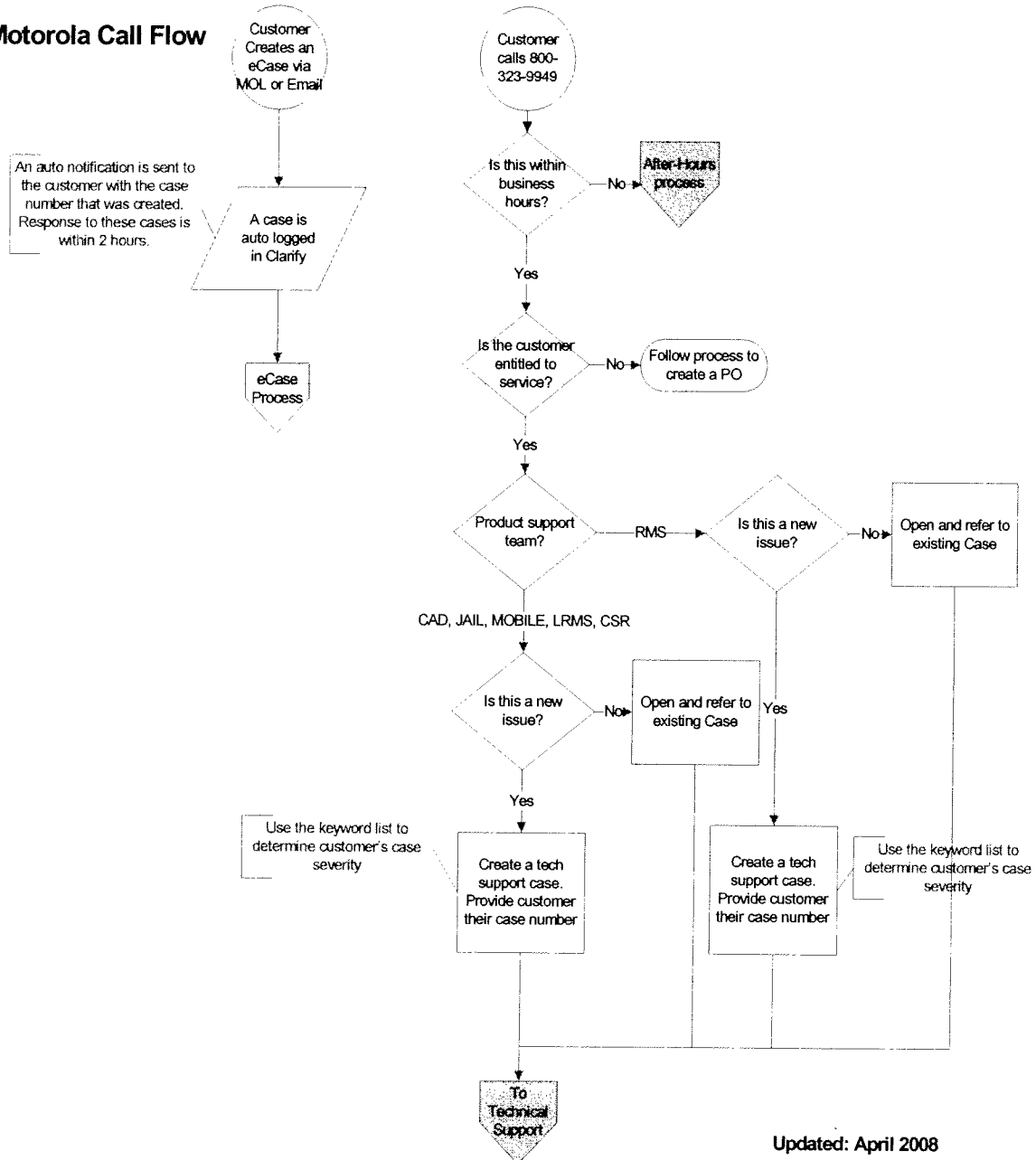
- Select from the auto attendant as follows:
 - **Option 2 – Technical Support of Infrastructure Products**
 - Then select **Option 6 – Public Safety Applications**
 - Next select the appropriate system type option
 1. CAD
 2. RMS
 3. Mobile Applications
 4. Jail Management Systems
 5. Law Records (LRMS)
 6. Customer Service Request System (CSR)
 0. All Other Applications

Upon contact with the SSC personnel, you will provide the name and phone number for Customer contact and your agency and product specific Site Identification number. Providing a brief problem description will assist in defining the severity level and determine proper case routing to the appropriate Motorola technical support team member. A unique tracking number will be provided to your agency for future reference.

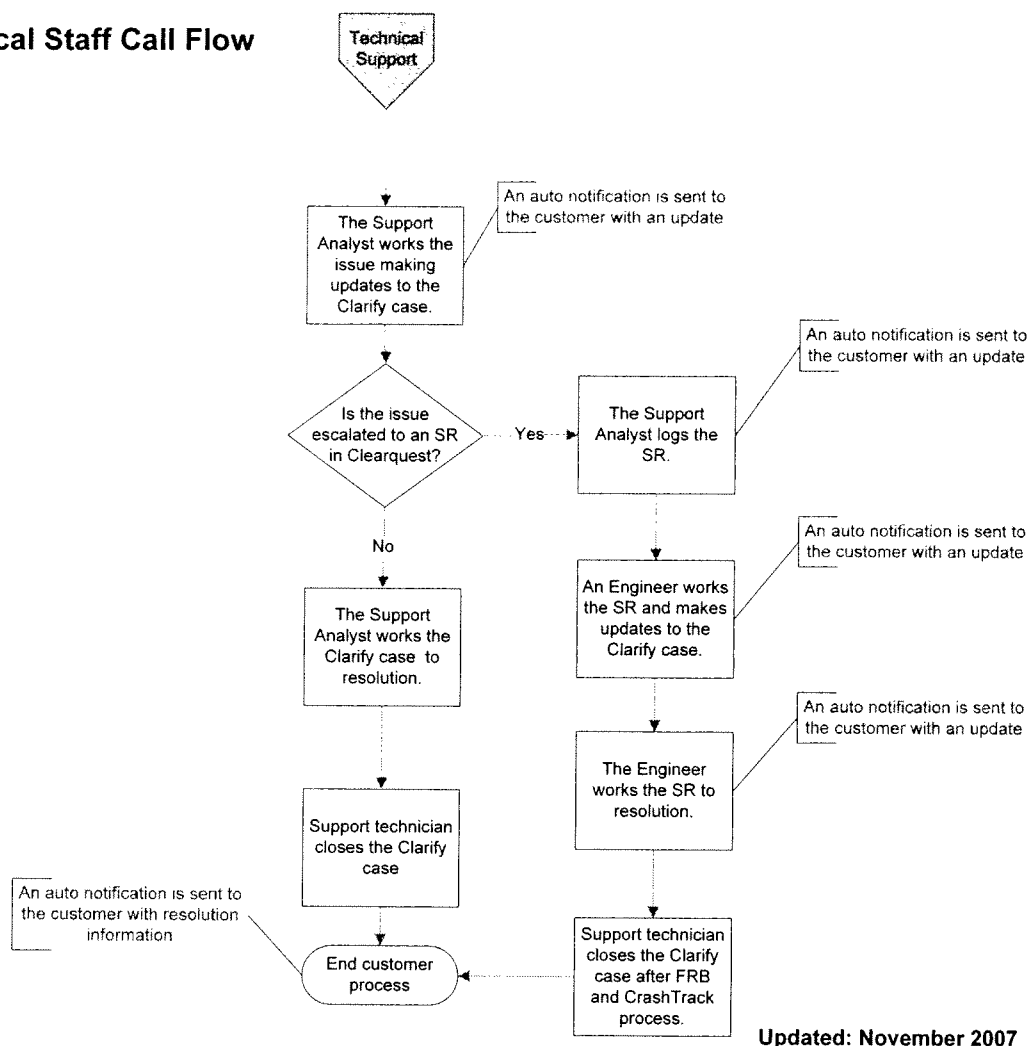
Generally customers calling the toll-free 800 number will access Public Safety Applications technical support directly. For heavy call times or after hours the caller will be directed to Motorola's System

Support Call Center Operations. Once the logging process is complete customers are transferred directly to a Technical Support Analyst during Technical Support Operation Hours (6:00 a.m. to 6:00 p.m. Mountain Time, Monday to Friday). After support operation hours (6:00 p.m. to 6:00 a.m. Mountain Time, Weekends and Motorola Holidays) customers will be contacted within the contractually specified period of time by a Technical Support Analyst.

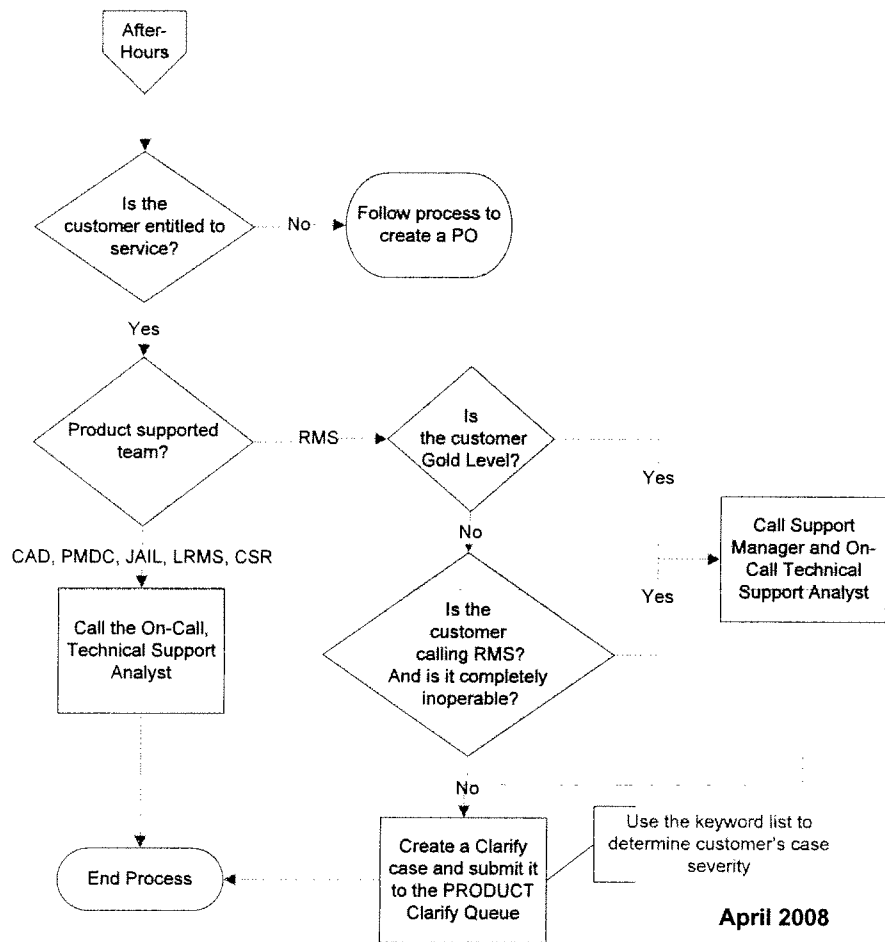
Motorola Call Flow



Technical Staff Call Flow



Call Flow After-Hours



How to Obtain Technical Support for Products

Action / Response	
Step 1. Call the System Support Center 1-800-323-9949 Step 2. Select option 2 (Technical Support) Step 3. Select option 6 (Public Safety Applications) Step 4. Select product specific option Step 5. Provide Site Identification Number (See Exhibit A-Description of Covered Products for Site Identification Numbers)	
Step 6. Provide Your Information	Caller Name Contact Phone Number Description of problem Severity of system problem determined at time of call Time available for call back Email address
Step 7. Case Number Generated	Caller will receive a Case number for tracking the service request.
Check Status	The caller may check the status of a Case at any time by calling the System Support Center at 1-800-323-9949 and following steps 2-4 above and providing the case number.
Case Assignment	The Customer Support Representative will determine a course of action and assign the Case to the appropriate group.
Standard Response Time	<u>RESPONSE</u> See Section III for Severity Level definitions Severity 1: 1 hour Severity 2: 3 business hours Severity 3: 6 business hours Severity 4: 2 business days
Step 8. Notification of CASE All Activity	Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open, Assigned, Site Arrival, Deferred or Closure. To request case notifications, please contact your Support Manager.
Notification of CASE Open/Close Activity	Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open or Closure. To request case notifications, please contact your Support Manager.

Option 2 - Submit a ticket via eCase Management from Motorola On-Line

Motorola On-Line eCase Management provides a fast, intuitive, and efficient interface for Technical Case Management that allows customers to open, update, and view the status of their cases on the web.

Setting Up a Motorola On-Line Account

To set up an Motorola On-Line account, please visit <https://businessonline.motorola.com> and follow the directions on the link for "Sign Up Now."

A User ID and Password are not required for setting up your account. After accessing the link above, indicate in the "Additional Information" field you are a **Public Safety** customer seeking access to **eCase Management**. Once you submit your request, you will receive a confirmation email indicating receipt and including additional details about the Motorola On-Line account set up. In approximately 4-5 business days an additional email will be sent which includes details about your On-Line account.

Accessing the Technical Case Management web site

Once you have set up your agency's Motorola On-Line Account, to access the site simply log onto Motorola at businessonline.motorola.com with your user ID and password, click on the **Contact Us** → **Open Case**, and select **System Support Issue** from the Issue Type drop-down.

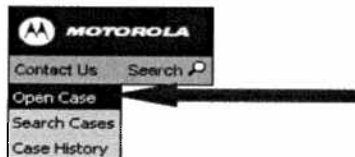
Primary Features of On-Line Technical Case Management

Motorola customers have three main functions available through Motorola On-Line to manage their cases:

- A. Open new cases**
- B. Search for existing cases and view details of the existing case**
- C. Update existing cases by adding notes**

A. Open a New Case

1. Log into Motorola On-Line
2. Click on the "Contact Us" → Open Case
3. Then select the Reason Code = **System Support Issue** (and the page will automatically reload)



B. Search for a Case

1. Log into Motorola On-Line
2. Click on the "Contact Us" → Search Case
3. Select the "System Support Issue" type (the webpage will automatically reload)



Go Directly to Case
Case Number:
(Please enter the exact case number)
Go To

Enter Search Criteria
Case Number:
Title:
Type: System Support Issues
System Site: My Cases
Condition: Open
From: 01 Jan 2001 To: 31 Jan 2001
Search

C. Add Notes to an Existing Case

1. You can also add notes after submitting your case, by clicking on the "Add Notes" button

Details for Case # 20000216 Case Number
Title: TEST
Case Condition: Open
Customer name: TEST CUSTOMER
Case Status: Not Assigned
Issue Type: System Support
Case Source: Web
Contact Name: Test Test Web
Contact Phone: 847 725 4902
Contact Email: test@test.comtest

System Site ID: MDT100
System Site Name: Test Site as an example
Case System: IT
Case Type: Network Management

Expand/Collapse Buttons
Case # 216 Add Notes

Activity	Date/Time	Activity Summary
Create	12/31/2004 5:58:53 PM	216 Performed by contact Please Specify, Status - Not Assigned
Update	12/31/2004 5:59:53 PM	216 Performed by contact

Previous Add Note Add Notes

Motorola On-Line Support

1. Motorola does not recommend using this tool for opening Severity 1 or 2 cases. For any critical issues, customers should contact the System Support Center by calling 800-323-9949 and following the appropriate prompts.
2. The same guidelines would apply to updating cases with critical information. Any critical updates should be reported directly to Support at 800-323-9949.
3. When updating case notes, please provide your contact information, which includes your phone number, pager number, etc.

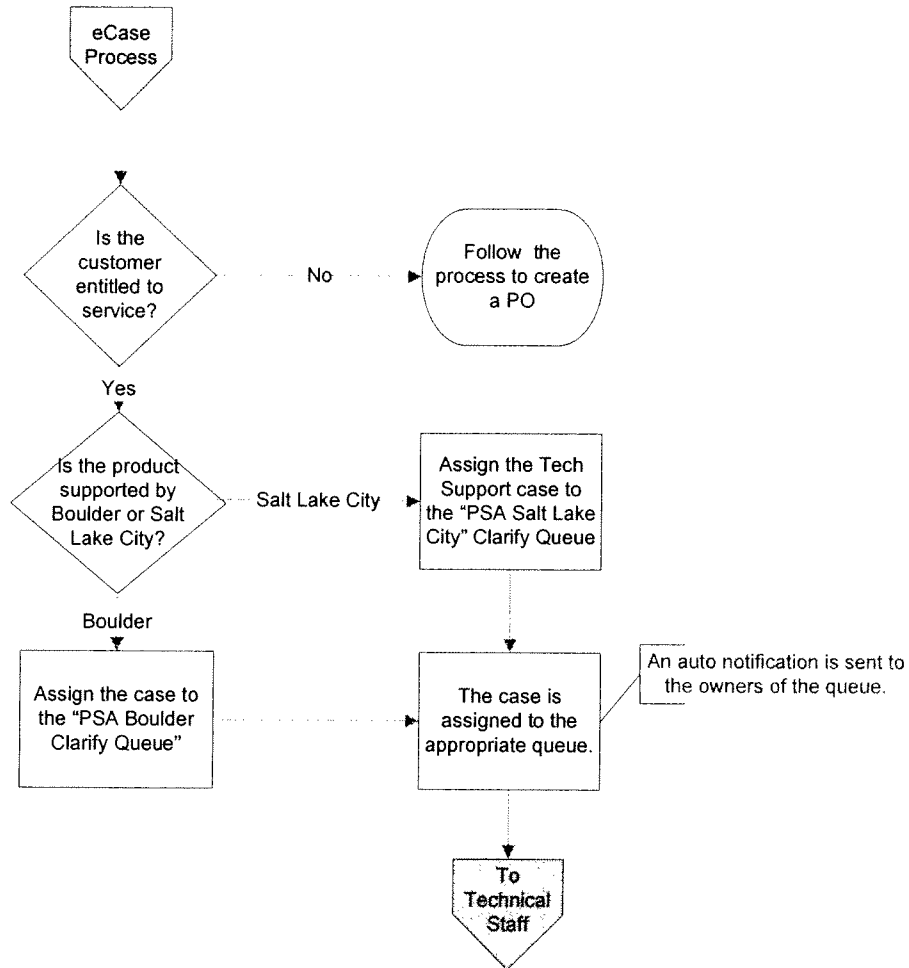
For questions on Motorola On-Line eCase Management or administrative support, please contact the Motorola Online Helpdesk at molhelp1@motorola.com or call 800-814-0601.

Requirements for effective usage:

Browser: Internet Explorer 5.0 or greater

Valid MOL user ID and Password

Motorola On-line Flow



October 2006

Option 3 - Submit a ticket via Email Case Management

An alternative Customer Support tool is available for PSA customers. Along with the toll-free phone number and Motorola Online, customers can request technical support by email. For many customers who use their PDA as a means to open cases, email ticketing provides additional flexibility for initiating cases.

To ensure proper case management and contractual response, email ticketing is only available for severity levels three and four. In order to properly process a ticket via email, the message must be formatted exactly as described below: Instructions are also located under "Resources" at: <https://motonline.mot.com>

1. Address your email to PSACASE@motorola.com
2. Type **PSA Service Request** and a brief description of the system issue in the Subject line of the e-mail message. This will become the case title
3. Type **Site ID** = followed by the site identification number of the system location
4. Type **Product Type**= followed by the product family type. Choose from the following list:
 - CAD (OR FRIENDS OF CAD, such as AWW, ATM, AVL and UDT)
 - CSR (CUSTOMER SERVICE REQUEST)
 - INFOTRAK, LRMS
 - JAIL MANAGEMENT (OFFENDERTRAK)
 - MOBILE APPLICATIONS (PMDC, AIRMOBILE, TXMESSENGER)
 - NETRMS
5. Type **Contact First Name** = followed by your first name or the name of the person you would like support personnel to contact
6. Type **Contact Last Name** = followed by your last name or the name of the person you would like support personnel to contact.
7. Type **Phone Number** = followed by the area code and phone number where the contact person may be reached
8. Type **Severity Level** = followed by either severity level 3 or 4. All severity level one or two cases must be opened via the toll-free PSA customer support number
9. Type **Problem Description** = followed by a comprehensive description of the problem
10. Send the message to us. You will receive an email with your case number for future reference.

If an email response is not received, or if you need to open a severity level one or two case, please contact the PSA customer support at 1 800-323-9949 for further assistance.

SAMPLE Email Ticket Formatting:

To...	psacase@motorola.com
Cc...	
Subject:	PSA Service Request: NetRMS Reports Not Functional
Site ID number: PSA12345_(NetRMS) <i>(Clarify site identification number)</i> Product type: NetRMS <i>(Specific product such as LRMS, NetRMS, Premier MDC, etc.)</i> Contact first name: John Contact last name: Doe Phone number: 303-123-4567 Severity level: Level 3 <i>(Email ticketing is available for severity levels three and four only)</i> Problem description: NetRMS does not allow for the creation of manual-case reports which is affecting the generation of daily reports <i>(Include a comprehensive description of the problem)</i>	

III. Severity Levels and Case Management

Motorola services and response times are based on the severity levels of the error a customer is experiencing as defined below. This method of response allows Motorola to prioritize its resources for availability on our customer's more severe service needs. Severity level response time defines the actions that will be taken by Motorola's Support team. Due to the urgency involved in some service cases, Motorola will make every reasonable effort to provide a temporary or work around solution. When a permanent solution is developed and certified through testing, it will be incorporated in to the applicable Supplemental and or Standard Release.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	Telephone conference within 1 Hour of initial voice notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	Telephone conference within 3 Business Hours of initial voice notification during normal business hours
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	Telephone conference within 6 Business Hours of initial notification during normal business hours
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	Telephone conference within 2 Standard Business Days of initial notification

*Incoming cases are automatically assigned an initial **Severity Level** of 3, unless otherwise indicated or determined at the time the case is logged. When escalation is required, Motorola adheres to strict policy dictated by the level of problem severity.*

Severity Level One Escalation

Once an issue is escalated to Engineering, the following table is used as an Engineering resolution guideline for standard product problems.

Escalation Policy- Severity Level 1		
CRITICAL	ACTION	RESPONSIBILITY
0 Hours	Initial service request is placed. Support Analyst begins working on problem and verifies / determines severity level.	Support Analyst
2 Hours	If a resolution is not identified within this timeframe, SA escalates to the Customer Support Manager who assigns additional resources. Email notification to Director of Customer Support and Director of System Integration.	Support Analyst Customer Support Manager
4 Hours	If a resolution is not identified within this timeframe, Customer Support Manager escalates to the Director of Customer Support and Director of System Integration to assign additional resources. Email notification to Vice President of System Integration and Vice President Customer Support.	Customer Support Manager Director of Customer Support Director of Systems Integration
8 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and account team.	Customer Support Manager Director of Customer Support Director of Systems Integration VP of System Integration VP of Customer Support
12 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and account team, Senior Vice President's of Operations, System Integration, Customer Support and Engineering.	Senior Management Support Operations Systems Integration Engineering

All **Severity Level 1** problems will be transferred or dispatched immediately to the assigned Motorola technical support representative, to include notification to Motorola management 24x7. All other severity level problems logged after business hours will be dispatched the next business morning.

3.1 **Reporting a Problem.** Customer will assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Motorola's call incoming center. Motorola will notify the Customer if Motorola makes any changes in Severity Level (up or down) of any Customer-reported problem.

3.2 Motorola will use best efforts to provide Customer with a resolution for Severity 1 and Severity 2 issues within a reasonable time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Motorola diagnostics indicate that a Residual Error is present in the Software. Should Customer report an error that Motorola cannot reproduce, Motorola may enable a detail error capture/logging process to monitor the System. If Motorola is unable to correct the reported Residual Error within a reasonable time, Motorola will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Motorola, in its sole discretion, determine that such Residual Error is not present in its Release, Motorola will verify: (a) the Software operates in

conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software.

Error Correction Status Report. Motorola will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

IV. Key Responsibilities

4.1 Motorola Responsibilities

- 4.1.1 **Anti-virus software.** At Customer's request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Motorola will respond to any reported problem as an escalated support call.
- 4.1.2 **Customer Notifications.** Motorola will provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.
- 4.1.3 **Account Reviews.** Motorola will provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.
- 4.1.4 **Remote Installation.** At Customer's request, Motorola will provide remote installation advice or assistance for Updates.
- 4.1.5 **Software Release Compatibility.** At Customer's request, Motorola will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Motorola's Software Supplemental or Standard Releases
- 4.1.6 **On-Site Correction.** Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Motorola's facilities. Motorola will decide whether on-site correction of any Residual Error is required and will take appropriate action.
- 4.1.7 **Decision Support System ("DSS") Products.** *(Applies to Motorola's PremierCAD Software only).* The CAD DSS products are supported on a consultative basis only with annual consultation hours not to exceed eight (8) hours. Any additional consultation will be invoiced on a time and material basis at Motorola's then current rates for professional services.
- 4.1.8 **Compliance to Local, County, State and/or Federal Mandated Changes.** *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, NCIC and state interfaces are not part of the covered Services.

4.1.9 Annual System Performance Review and Report. Motorola will prepare the following reports to include:

4.1.9.1 *(Applies to PremierCAD Software only)*

(a) System Analysis	MEASURE:	Evaluate disk and CPU load
	PEEK:	Evaluate memory availability and use
	VIEWSYS:	Evaluate use and availability of PCBs
	EMSA/TMDS:	Review logs for hardware reports
	File Sizing	Review file sizing on changeable files
(b) Pathway Analysis	Evaluate effectiveness of system configuration for current load	
	Evaluate TCP/Server statistics	
	Evaluate efficiency of server class maximum and minimum settings	
(c) Performance Analysis	TMX Timings:	Evaluate application response times

4.1.9.2 *(Applies to Motorola® Computer Aided Dispatch Software installed on Stratus ftServer only)*

- Update Equipment drivers
- Upload Equipment patches, hot fixes and firmware
- Evaluate effectiveness of System configuration for current load based upon overall CPU Utilization

4.1.9.3 Based on the Annual System Performance Review and Reports, Motorola's Technical Support Analyst will review findings and recommend software or hardware changes to improve overall operations.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance and Support Agreement; or (b) CAD HP NonStop S-Series hardware in addition to the Motorola CAD Software.)

4.1.10 **On-site Product Technical Support Services.** Motorola will furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

4.1.11 **Seller Response.** Motorola will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

4.1.12 At Customer's request, Motorola will provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Motorola access to the Equipment before the end of the PPM, Motorola will extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support will be invoiced on a time and material basis at Motorola's then current rates for professional services.

4.1.13 CAD HP NonStop S-Series Services

Continuous Availability	The PPM is 24 hours a day, 7 days a week. On-site response time is within two (2) hours for customers within 50 miles of an HP Service Center. Includes on-site coverage for national holidays.
High Availability	The PPM is 24 hours a day, 7 days a week. On-site response time is within four (4) hours. Includes on-site coverage for national holidays.
Enhanced Availability	The PPM is 8 a.m. – 5 p.m. Monday-Friday, excluding national holidays. On-site response time is next business day.

4.1.13.1 Under all CAD HP NonStop Series hardware service plans, coverage will include:

- Perform corrective service during the PPM specified in the Plan.
- Log all service requests and furnish telephone and/or on-line diagnostic services from the Motorola's call intake center or the HP Nonstop Global Management Call Support Center (GMCSC) 24 hours per day, 7 days per week.
- Furnish all labor, parts, materials, and on-site service during the PPM as necessary to ensure HP NonStop Series hardware is operating in accordance with applicable published specifications. Replacement parts will be new or equivalent of new in performance. Replaced parts will become the property of HP.
- Install any mandatory Field Change Order(s) required for the safety or proper operation of maintained HP NonStop Series hardware.
- Assign an HP area Lead with rotational Customer Engineers based on geographical regions that will be responsible for providing service.
- Provide unlimited level 0 support provided by Motorola's System Support Center
- Provide unlimited level 1, 2, and 3 technical telephone support provided by Motorola's Technical Support Team
- Escalation to Engineering for 4th level support as appropriate
- Telephone and Remote dial-in support
- Software patches, bug fixes and Supplemental (maintenance) releases as described in the maintenance and support agreement terms
- Repair or exchange of hardware component failures during the warranty term (as applicable)
- Respond to customer's support requests timely. Response criteria are based on severity level as described in Section III of this document.

4.1.14 **Support on Hardware**

Customer will provide all on-site hardware service or is responsible for purchasing on-going maintenance for 3rd party on-site hardware support. Third party support on some system components may be available through Motorola's maintenance and support agreement.

Customer will contact the appropriate vendor directly for parts and hardware service if not purchased through Motorola's maintenance and support agreement.

4.1.15 **Support on Motorola Software**

Motorola will provide any required software fixes in the form of either a "patch" or in a Supplemental (maintenance) Release.

4.1.16 **Maintenance Contract Administration**

Motorola's Maintenance Contracts Administration Department manages the maintenance agreement following the warranty term that may be included in the purchase of a Motorola system.

Approximately four months prior to the expiration of the warranty period, the Contracts Administration team will contact the customer to discuss the options available for their specific site. The terms of the agreement can be customized to your agency's budgetary requirements and cycle. Motorola offers various levels of support to meet an agency's requirements, for example:

- Telephone, dial in support for software fixes
- Varying hours of coverage
- Third party vendor services
- On-site services
- Users Conference
- Professional Services

4.1.17 **Reports**

Service history reports and notifications are available from the Motorola call tracking system. If you are interested in obtaining access to service history reports and ticketing notifications, inquire with your Technical Support Representative.

4.2 **Customer Responsibilities**

- 4.2.1 Initial logging of issue
- 4.2.2 Assist in assessing severity level
- 4.2.3 Contact Motorola to escalate service requests
- 4.2.4 Parts replacement (if applicable)
- 4.2.5 Dial in connectivity and telephone access to Motorola personnel
- 4.2.6 **Anti-virus software.** Customer is responsible for running any installed anti-virus software.
- 4.2.7 **Operating System ("OS") Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer will contact Motorola to verify that a given OS upgrade is appropriate.
- 4.2.8 **Trouble Report Form** To better assist us in gathering details for analyzing and repairing your system errors, Motorola has created the Trouble Report Form (page 17). Completion of this form by the customer is voluntary.

The Trouble Report form helps Motorola Technical Support reduce errors by increasing the understanding of the problem description definition. It may also improve repair time by understanding the probability of repeat errors. Additionally, should escalation to Motorola's Engineering team be required, information gathered on this form will aid by potentially avoiding the wait associated with error reoccurrence.

Information customers provide on the Trouble Report form will assist Motorola Support team expedite the troubleshooting process. Your assistance in providing the information is appreciated. Once you complete the form, please e-mail or fax this form to the Technical Support Representative assigned to work on the issue reported.

Trouble Report Form

Agency Name:		Motorola Case Number:	
Contact Name:		E-mail Address:	
Contact Phone:		Contact Fax:	
Severity Level:		CAD Correction#:	
Subject:			
Product/Version:			
Problem Description:	Please ensure that the description provided is as detailed as possible. By including accurate details, Motorola's opportunity to resolve the issue promptly and successfully increases. Please be sensitive to the use of verbiage that is specific to your agency or area of the country. Full understanding of the facts on a reported issue increases Motorola's probability of locating a root cause and achieving a timely resolution.		
Steps to Duplicate:	Motorola understands that duplication is not always easy. However, if you are able to duplicate the issue, providing us with the detailed keystrokes will greatly improve our ability to correct the issue in question. When unable to duplicate the issue on demand, providing us with detailed steps that preceded the issue reported will greatly help.		
Step One:			
Step Two:			
Step Three:			
Step Four:			
Step Five:			
Step Six:			
Step Seven:			
Additional Steps:			
Expected Results:			
Actual Results:			
Configuration Checked:			

V. Customer Call Flow

To Be Provided By Customer

VI. Contact Information

Motorola Contacts

CONTACT	PHONE NUMBER
Motorola System Support Center	(800) 393-9949
Steven Gissen Director, Customer Support Stephen.Gissen@motorola.com	(303) 527-4170
Jackie Thomas Technical Support Manager jackie.thomas@motorola.com	(303) 527-4182
Jeremy Farrell Technical Support Manager Jeremy.farrell@motorola.com	(801) 486-9939 Ext. 160
Phillip Askey Technical Support Manager P.Askey@motorola.com	(720) 565-4764
Shelley Rhoads Customer Support Business Manager srhoads@motorola.com	(951) 245-7416

Customer Contacts (to be provided by Customer)

<u>Customer Agency Name:</u> Address: City, State and Zip:
<u>Billing Contact Name:</u> Phone No: Fax No: Email:
<u>Backup System Administrator Name:</u> Phone No: Fax No: Pager & Pin No: Email:
<u>Service Escalations Contact Name:</u> Title: Work Phone No: Home Phone No: Mobile Phone No: Pager & Pin No: Email:

AI-16306

24.H.1.

**Completion and Filing of Conflict of Interest Questionnaire - Mercedes ISD
CC REGULAR**

Date: 07/07/2009

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Planning
Department

Information

CAPTION

Requesting authority to complete, execute (if applicable), and file with the County Clerk;s Office (as statutorially required for vendors) the attached Conflict of Interest Questionnaire as required by Mercedes Independent School District in connection with the district obtaining a permit for electricity hook-up at a school building constructed outside the city's ETJ

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Only budgetary impact will be the filing fee at the County Clerk's Office which is \$20.00.

Attachments

Link: [Back up](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/02/2009 07:58 AM	APRV
2	Budget & Management	Erika Zamora	07/02/2009 08:11 AM	APRV
3	Olga Garza	Olga Garza	07/02/2009 11:32 AM	APRV
4	Auditor's Office		07/02/2009 05:09 PM	NEW

Form Started By: Marty Salazar Started On: 07/01/2009 03:38 PM

Final Approval Date: 07/02/2009

Martha Salazar

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Monday, June 29, 2009 1:23 PM
To: 'irma.castillo@hchd.org'
Subject: FW: Request by MercedesISD for Conflict of Interest Questionnaire (CIQ) from Hidalgo County

Ms. Irma:
Sorry, I forwarded to wrong Irma.
Thanks,
Marty

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, June 29, 2009 11:44 AM
To: 'irma.guzman@co.hidalgo.tx.us'; 'lupita.garza@auditor.co.hidalgo.tx.us'
Cc: 'ramon.vela@co.hidalgo.tx.us'; 'Darlene Betancourt'; 'Oscar Garza'
Subject: FW: Request by MercedesISD for Conflict of Interest Questionnaire (CIQ) from Hidalgo County

Dear Irma & Lupita:

Mr. Mendoza agrees with me that we need to place the form on the agenda authorizing the user department (In this case, Planning) to complete the form, execute for form, file with the County Clerk and forward to Mercedes ISD. I will facilitate the matter for Planning if Mr. Sesin wishes or Planning can place on the agenda for July 7, 2009.

Thanks,
Marty

PS Please let me know asap since this a short week and agenda deadline will probably be Tuesday and not Wednesday.

From: Antonio Mendoza [mailto:antonio.mendoza@da.co.hidalgo.tx.us]
Sent: Friday, June 26, 2009 11:28 AM
To: Martha Salazar
Subject: Re: Request by MercedesISD for Conflict of Interest Questionnaire (CIQ) from Hidalgo County

I agree.

Antonio Mendoza
Assistant Criminal District Attorney
100 E. Cano, 2nd Floor
Edinburg, Texas 78539
Tel. 956-318-2958
Fax 956-318-2699

CONFIDENTIAL ATTORNEY COMMUNICATION: The foregoing message and all attachments, may be protected by the attorney-client privilege or may be attorney work product, and may be otherwise subject to prohibitions against discoverability and use under the Texas and federal rules of evidence and other electronic messaging laws. All privileges are invoked. It is neither the sender's intent nor that of the sender's client or principal to conduct a transaction or to make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature as used in the cited laws. If

7/1/2009

you have received this e mail message or attachments in error, please contact the sender immediately.

—Original Message—

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>

Sent 6/23/2009 1:41:46 PM

To: "Antonio Mendoza" <antonio.mendoza@da.co.hidalgo.tx.us>

Cc: ramon.vela@co.hidalgo.tx.us, "Darlene Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Oscar Garza" <oscarg.garza@co.hidalgo.tx.us>, irma.guzman@co.hidalgo.tx.us, lupita.garza@auditor.co.hidalgo.tx.us

Subject: Request by MercedesISD for Conflict of Interest Questionnaire (CIQ) from Hidalgo County



Good Afternoon Tony:

As we discussed last week, I now have the specifics on the request referenced. Mercedes ISD is requesting a power permit for a school that fall outside the ETJ of the City of Mercedes. The County issues said permits through the Planning Dept. The school district is requesting the following: W-9 and County's filed CIQ in order to set the County up as a vendor and thus allow the district to issue payment. To the best of our knowledge, the County has not (to date) filed a CIQ. Therefore, how should we proceed? I believe you and I narrowed it down the user department. I would recommend that we place an item on the next CC agenda for authority to complete and execute such a document including filing it with County Clerk as the statute states? I do not believe, we been posed this question before this situation. Let me know.

Thanks,

Marty

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CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.NONE**2** ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.NONE

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