

AI-18003

6.D.

Claim of Arturo Arenas

CC REGULAR

Date: 10/20/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of Arturo Arenas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/14/2009 10:44 AM	APRV
2	Auditor's Office		10/16/2009 05:02 PM	NEW
Form Started By: Aida Alvarez			Started On: 10/14/2009 09:10 AM	
Final Approval Date: 10/16/2009				

AI-18005

6.E.

Claim of RS Express

CC REGULAR

Date: 10/20/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of RS Express

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/14/2009 10:44 AM	APRV
2	Auditor's Office		10/16/2009 05:02 PM	NEW
Form Started By: Aida Alvarez			Started On: 10/14/2009 09:18 AM	
Final Approval Date: 10/16/2009				

AI-18004

7.D.

Claim of Arturo Arenas

CC REGULAR

Date: 10/20/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of Arturo Arenas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/14/2009 10:44 AM	APRV
2	Auditor's Office		10/16/2009 05:02 PM	NEW
Form Started By: Aida Alvarez			Started On: 10/14/2009 09:13 AM	
Final Approval Date: 10/16/2009				

AI-18006

7.E.

Claim of RS Express

CC REGULAR

Date: 10/20/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of RS Express

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/14/2009 10:45 AM	APRV
2	Auditor's Office		10/16/2009 05:02 PM	NEW
Form Started By: Aida Alvarez			Started On: 10/14/2009 09:20 AM	
Final Approval Date: 10/16/2009				

AI-18071

10.B.

457 Plan Hardship

CC REGULAR

Date: 10/20/2009

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Category: Comm. Court Executive Office

Information

CAPTION

Approval of 457 Plan Withdrawal request for employee # 120669.

BACKGROUND

Fiscal Impact

Attachments

Link: request form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/16/2009 09:58 AM	APRV
2	Auditor's Office		10/16/2009 05:02 PM	NEW
Form Started By: Angela Garcia		Started On: 10/16/2009 09:50 AM		
Final Approval Date: 10/16/2009				

**SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION**

Please print or type.

Plan Name

457 Plan

Employee # 120669

Participant Name

Daniel Vega

Address

6707 E. CANTON EMBURY, TEXAS 78539

Social Security No.

452 147 10800

Daytime Phone No.

(956) 681-5530

SECTION I - Hardship Withdrawal Request

I understand that this withdrawal will be considered to be due to financial hardship only to the extent that the amount of the withdrawal is necessary to satisfy an immediate and heavy financial need. I represent that I have obtained all distributions, other than this withdrawal due to financial hardship, and all other non-taxable loans currently available to me 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 \$ 1,500.00 Year-to-date deferrals

Total amount deferred since you initially joined the plan \$ UNKNOWN

Have you ever taken a hardship before? YES If so what was the amount taken \$ UNKNOWN

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

Daniel Vega

Date

9-16-89

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

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) 880-7133

AI-18069

10.C.

approval to appoint board member to the Texas Special Task Unit - Adult Protective Services

CC REGULAR

Date: 10/20/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For: Jennifer Catalani
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Approval to appoint board member to the Texas Special Task Unit - Adult Protective Services

BACKGROUND

Aida Gonzalez -Dept. of Aging and Disability Services (DADS)

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/16/2009 08:18 AM	APRV
2	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Monica Badillo
Started On: 10/15/2009 08:59 PM
Final Approval Date: 10/16/2009

AI-18002

11.A.

**Settlement Cashier Check - Auto Accident
CC REGULAR**

Date: 10/20/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY DIVISION
Agenda Category: Safety Division

Information

CAPTION

Approval to accept settlement Cashier's Check from Arturo Bujanos in the amount of \$1,554.38 for an auto accident with County vehicle (HIDTA).

BACKGROUND

DOL: 07/14/09
Auto Accident
Acct #: 9-1251-360-00-270-000-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/14/2009 10:43 AM	APRV
2	Erika Zamora	Erika Zamora	10/16/2009 10:12 AM	APRV
3	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Aida Alvarez
Started On: 10/14/2009 08:57 AM
Final Approval Date: 10/16/2009

AI-18017

11.B.

**Settlement Check from Fred Loya Ins. Company
CC REGULAR**

Date: 10/20/2009
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 Fred Loya Insurance Agency in the amount of \$7,047.39 for an auto accident with County vehicle (Precinct 4).

BACKGROUND

DOL: 02/17/09
Auto Accident
Acct #: 9-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/14/2009 01:18 PM	APRV
2	Erika Zamora	Erika Zamora	10/16/2009 10:12 AM	APRV
3	Auditor's Office		10/16/2009 05:02 PM	NEW
Form Started By: Aida Alvarez			Started On: 10/14/2009 11:36 AM	
Final Approval Date: 10/16/2009				

AI-17990

12.B.

**Human Services Division - Contract for Participation
CC REGULAR**

Date: 10/20/2009
Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Dairen Sarmiento
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: Health & Human Services Dept.

Information

CAPTION

Consideration and approval of Contract for Participation for Outstationed Eligibility Specialists in the Health Care Facilities at:

1. Knapp Medical Center
2. Mission Hospital, Inc.
3. Rio Grande Regional Hospital
4. McAllen Hospitals LP
5. Doctors Hospital at Renaissance

BACKGROUND

Contract Period January 1, 2010 - December 31, 2010. The County and the contractor have mutually agreed to allow County-employed eligibility specialist to be outstationed at health care facility(s).

Fiscal Impact

<u>FISCAL YEAR:</u>	<u>ACCT. #:</u>
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>

BUDGETARY IMPACT:

No Budgetary Impact.

The County and the Contractor have mutually agreed to allow County-employed eligibility specialist to be out stationed at health care facility(s).

Attachments

Link: McAllen Hospitals LP

Link: KNAPP

Link: MISSION

Link: RGR

Link: DHR

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		10/16/2009 05:02 PM	PEND
2	Manuel Chapa	Manuel Chapa	10/16/2009 09:41 AM	APRV

3 Auditor's Office

10/16/2009 05:02 PM NEW

Form Started By: Dairen
Sarmiento

Started On: 10/13/2009 09:03
AM

Final Approval Date: 10/16/2009

CONTRACT FOR PARTICIPATION

Out stationed Eligibility Specialists In Health Care Facilities

I. Parties

COUNTY: Hidalgo County Texas
Health and Human Services
1304 South 25th Street
Edinburg, Texas 78542

CONTRACTOR: McAllen Hospitals, LP
1400 West Trenton Road
Edinburg, Texas 78539

II. Recitals

WHEREAS, the County administers various Assistance Programs under the provisions of state and/or federal law, and in collaboration with the hospitals and Hidalgo County Clinical Services, Inc., and desires to provide processing of assistance applications at locations other than government offices.

WHEREAS, the Contractor desires to provide accommodations for out stationed County employed eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Contractor agree to the following terms and conditions set forth herein:

III. Participation

This Contract is entered into by and between McAllen Hospitals, LP ("Contractor") and the COUNTY OF HIDALGO, TEXAS ("County")

The County will hire, train and assign to the Contractor's facility(s) eligibility specialist (hereafter referred to as assigned specialist.(s) as described in Attachment B – Schedule of Positions, which is attached and incorporated herein for all purposes.

Contractor shall provide for each assigned worker an appropriate work area including, but not limited to, items described in attachment A. Contractor shall assure that suitable private space is available on an as-needed basis to specialist(s) conducting confidential client interviews.

All eligibility forms will be provided by the County at no cost to the Contractor. All equipment and furniture that is purchased by either party for purposes described herein shall remain the property of the purchaser after the termination of this contract.

IV. Supervision

All specialist(s) assigned to the Contractor under this agreement remain employees of the County. The employer-employee relationship exists solely between the County and the assigned specialist(s) and all benefits, rights and employer-employee responsibilities rest with the County. Assigned specialist(s) shall not possess any authority, expressed or implied, to act for or on behalf of the Contractor nor shall they, at any time, be considered as agents or representatives for the Contractor.

Each assigned specialist shall be under the technical supervision of a County supervisor for purposes of training, staff development, technical assistance relating to job performance, and other county responsibilities described in Attachment A.

Contractor's supervision of the assigned specialist(s) shall be limited to the responsibilities and activities described in Attachment A.

Specialist(s) assigned under this contract are subject not only to County Regulations but also to applicable rules, regulations and policies of the Contractor, provided Contractor's requirements do not conflict with County Policy and the guaranteed protection of the civil rights of assigned specialist.

Requirements pertaining to regular working hours and holidays are described in Attachment A.

The County will retain all policy responsibility and will furnish all materials and information specific to eligibility determinations at no charge to the Contractor.

The County agrees not to assign to the Contractor any specialist(s) who were formerly employed by the Contractor and whose services were unsatisfactory.

V. Record-Keeping and Reporting

- (a) Contractor shall provide free access to all of its records pertaining to the services performed under this contract to representatives designated by the County, and to appropriate state authorities with regulatory responsibility for any public assistance program for which eligibility determinations are made under the agreement
- (b) Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.
 - 1. Records and documents shall be kept for a minimum of three (3) years and ninety (90) days after the termination of the contract period, or for three (3) years after the end of the county fiscal year in which services were provided if this contract has no specific termination date.
 - 2. If any litigation, claim or audit involving these records begins before the three (3) year period expires, the Contractor will keep the records and documents for not less than three (3) years and ninety (90) days and until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the County and the Contractor.

3. The Contractor will keep records of non-expendable property acquired under the contract for three (3) years after final disposition of the property.
4. Contract period means the beginning date through the ending date specified in the original contract; extensions are considered to separate contract periods.

VI. Assurances and Compliance

- (a) Contractor agrees to notify the County in writing within ten (10) days of any changes in Contractor's status, including but not limited to change in ownership, change in Medicare/Medicaid provider status change in name, or any other changes affecting the activities described herein.
- (b) Contractor understands that applications for public assistance in Texas must be voluntary. Contractor shall not require individuals to apply and the process by which individuals are screened for classification must not insist that they apply for public assistance.
- (c) Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:
 1. Any public assistance program in connection with which services are performed under this contract;
 2. County confidentiality regulations, if any;
 3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93112), The Americans with Disabilities Act of 1990 (P.L. 101-336), Title 40, Chapter 73, of the Texas Administrative code, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These provide in part that no persons in the United States shall, on grounds of race, color, national origin, age, sex disability, political beliefs or religion be denied or excluded from participation in any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to any discrimination.
 4. Immigration Report Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986 who will perform any labor or services under this contract.

VII. Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such even the effected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal, requirements and only during the time such conflict exists.

No Waiver. No waiver by County or Contractor of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by the agreement in writing executed by County and Contractor, and not otherwise.

Texas Law to Apply. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder shall be performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by 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 County: Hidalgo County Health & Human Services
Attention: Human Services Director
1304 S. 25th Street
Edinburg, Texas 78542

If to Contractor: McAllen Hospitals, LP
Attn: Lorenzo Olivarez, Jr., Chief Financial Officer
1400 West Trenton Road
Edinburg, Texas 78539
(956) 388-2126

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.

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

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

Assignment. This Agreement shall not be assignable by Contractor. County may assign this Agreement without the consent of Contractor.

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

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether

used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

Authority to Execute. The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.

VIII. Indemnification

Contractor agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character arising out of, or in connection with, the performance of services by the Contractor or any of its subcontractors under this contract.

IX. Termination

- (a) In the event federal or state laws or other requirements are amended or judicially interpreted so that either party is unable to fulfill the terms of this contract, or if the parties are unable to agree upon any amendment needed to enable the continuation of services described herein, then the parties will be discharged from any further obligations created under the terms of this contracts. The parties, however, will equitably settle respective accrued interest or obligations incurred up to the date of termination.
- (b) This contract may be canceled at any time by mutual agreement, or, if not by such agreement, either party may cancel this contract any time without cause by giving thirty (30) days written notice in advance to the other party.

X. Term of Contract

The term of the contract shall be twelve (12) months commencing on the effective date. The contract shall be renewed and extended for additional one year period on any anniversary thereof unless terminated as stated in IX herein.

XI. Effective Date

The effective date of this contract is January 1, 2010.

XII. Signatory

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this contract either as an official or a representative of the County or the Contractor.

Hidalgo County, Texas

Contractor

Signature *Date*

Signature *Date*

Juan D. Salinas III
Name

Name

County Judge
Title

Title

Approved by Commissioners' Court on

Date

APPROVED AS TO FORM:

ATTEST:

Atlas & Hall L.L.P.

Arturo Guajardo Jr. - County Clerk

ATTACHMENT A

Participation Plan **Out stationed Eligibility Specialist**

The County and the Contractor have mutually agreed to allow County-employed eligibility specialist to be out stationed at health care facility(s) at the following locations:

1. County Responsibilities:

- (a) Work with patients referred by Contractor staff to determine eligibility for public assistance or charity care provided by Hidalgo County Clinical Services, Inc.;
- (b) Certify to Contractor those Welfare recipients eligible for such assistance;
- (c) Refer ineligible applicants to Contractor's business office;
- (d) Make pertinent records available (to the extent permitted by applicable laws, regulations, County policies and/or procedures) at all reasonable times to the contractor or its agents for verification.
- (e) Coordinate referrals to other county services and to Community Social Services.

2. Work Schedule:

Daily: Monday – Friday 8:00 AM to 5:00 PM

Holiday: Employee to follow approved County holiday schedule.

3. Contractor Responsibilities:

- (a) Provide for each assigned worker adequate work space and equipment as supplied to Contractor's own staff;
- (b) Screen clients prior to referral to County staff;
- (c) Refer to County Program Director any violations or inappropriate behavior of County employee for appropriate action by County Supervisor. Director can be reached at (956) 318-2011.
- (d) Ensure that County staff duties will be confined to County related work.

4. County Liaison: Dairen Sarmiento – Human Services Director

Contractor Liaison: _____

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

<u>Job Title</u>	<u>Full Time</u>	<u>Facility Location</u>
Eligibility Specialist	X	McAllen Medical Center 301 West Expressway 83 McAllen, Texas 78503
Eligibility Specialist	X	Edinburg Regional Medical Center 1102 West Trenton Road Edinburg, Texas 78542

The specialists' schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally a specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

CONTRACT FOR PARTICIPATION

Out stationed Eligibility Specialists In Health Care Facilities

I. Parties

COUNTY: Hidalgo County Texas
Health and Human Services
1304 South 25th Street
Edinburg, Texas 78542

CONTRACTOR: Knapp Medical Center
P.O. Box 1110
Weslaco, Texas 78599

II. Recitals

WHEREAS, the County administers various Assistance Programs under the provisions of state and/or federal law and in collaboration with the hospitals and Hidalgo County Clinical Services, inc, and desires to provide processing of assistance applications at locations other than government offices.

WHEREAS, the Contractor desires to provide accommodations for out stationed County employed eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Contractor agree to the following terms and conditions set forth herein:

III. Participation

This Contract is entered into by and between Knapp Medical Center ("Contractor") and the COUNTY OF HIDALGO, TEXAS ("County")

The County will hire, train and assign to the Contractor's facility(s) eligibility specialist (hereafter referred to as assigned specialist.(s) as described in Attachment B – Schedule of Positions, which is attached and incorporated herein for all purposes.

Contractor shall provide for each assigned worker an appropriate work area including, but not limited to, items described in attachment A. Contractor shall assure that suitable private space is available on an as-needed basis to specialist(s) conducting confidential client interviews.

All eligibility forms will be provided by the County at no cost to the Contractor. All equipment and furniture that is purchased by either party for purposes described herein shall remain the property of the purchaser after the termination of this contract.

IV. Supervision

All specialist(s) assigned to the Contractor under this agreement remain employees of the County. The employer-employee relationship exists solely between the County and the assigned specialist(s) and all benefits, rights and employer-employee responsibilities rest with the County. Assigned specialist(s) shall not possess any authority, expressed or implied, to act for or on behalf of the Contractor nor shall they, at any time, be considered as agents or representatives for the Contractor.

Each assigned specialist shall be under the technical supervision of a County supervisor for purposes of training, staff development, technical assistance relating to job performance, and other county responsibilities described in Attachment A.

Contractor's supervision of the assigned specialist(s) shall be limited to the responsibilities and activities described in Attachment A.

Specialist(s) assigned under this contract are subject not only to County Regulations but also to applicable rules, regulations and policies of the Contractor, provided Contractor's requirements do not conflict with County Policy and the guaranteed protection of the civil rights of assigned specialist.

Requirements pertaining to regular working hours and holidays are described in Attachment A.

The County will retain all policy responsibility and will furnish all materials and information specific to eligibility determinations at no charge to the Contractor.

The County agrees not to assign to the Contractor any specialist(s) who were formerly employed by the Contractor and whose services were unsatisfactory.

V. Record-Keeping and Reporting

- (a) Contractor shall provide free access to all of its records pertaining to the services performed under this contract to representatives designated by the County, and to appropriate state authorities with regulatory responsibility for any public assistance program for which eligibility determinations are made under the agreement
- (b) Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.
 - 1. Records and documents shall be kept for a minimum of three (3) years and ninety (90) days after the termination of the contract period, or for three (3) years after the end of the county fiscal year in which services were provided if this contract has no specific termination date.
 - 2. If any litigation, claim or audit involving these records begins before the three (3) year period expires, the Contractor will keep the records and documents for not less than three (3) years and ninety (90) days and until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the County and the Contractor.
 - 3. The Contractor will keep records of non-expendable property acquired under the

4. Contract period means the beginning date through the ending date specified in the original contract; extensions are considered to separate contract periods.

VI. Assurances and Compliance

- (a) Contractor agrees to notify the County in writing within ten (10) days of any changes in Contractor's status, including but not limited to change in ownership, change in Medicare/Medicaid provider status change in name, or any other changes affecting the activities described herein.
- (b) Contractor understands that applications for public assistance in Texas must be voluntary. Contractor shall not require individuals to apply and the process by which individuals are screened for classification must not insist that they apply for public assistance.
- (c) Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:
 - 1. Any public assistance program in connection with which services are performed under this contract;
 - 2. County confidentiality regulations, if any;
 - 3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), The Americans with Disabilities Act of 1990 (P.L. 101-336), Title 40, Chapter 73, of the Texas Administrative code, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These provide in part that no persons in the United States shall, on grounds of race, color, national origin, age, sex disability, political beliefs or religion be denied or excluded from participation in any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to any discrimination.
 - 4. Immigration Report Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986 who will perform any labor or services under this contract.

VII. Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such even the effected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal, requirements and only during the time such conflict exists.

No Waiver. No waiver by County or Contractor of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each

party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by the agreement in writing executed by County and Contractor, and not otherwise.

Texas Law to Apply. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder shall be performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by 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 County: Hidalgo County Health & Human Services
Attention: Human Services Director
1304 S. 25th Street
Edinburg, Texas 78542

If to Contractor: Knapp Medical Center
Attn: Curtis F Haley Jr., Chief Financial Officer
P.O. Box 1110
Weslaco, Texas 78596
(956) 969-5117

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.

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

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

Assignment. This Agreement shall not be assignable by Contractor. County may assign this Agreement without the consent of Contractor.

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

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

Authority to Execute. The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.

VIII. Indemnification

Contractor agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character arising out of, or in connection with, the performance of services by the Contractor or any of its subcontractors under this contract.

IX. Termination

- (a) In the event federal or state laws or other requirements are amended or judicially interpreted so that either party is unable to fulfill the terms of this contract, or if the parties are unable to agree upon any amendment needed to enable the continuation of services described herein, then the parties will be discharged from any further obligations created under the terms of this contracts. The parties, however, will equitably settle respective accrued interest or obligations incurred up to the date of termination.
- (b) This contract may be canceled at any time by mutual agreement, or, if not by such agreement, either party may cancel this contract any time without cause by giving thirty (30) days written notice in advance to the other party.

X. Term of Contract

The term of the contract shall be twelve (12) months commencing on the effective date. The contract shall be renewed and extended for additional one year period on any anniversary thereof unless terminated as stated in X.

XI. Effective Date

The effective date of this contract January 1, 2010.

XIII. Signatory

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this contract either as an official or a representative of the County or the Contractor.

Hidalgo County, Texas

Contractor

Signature *Date*

Signature *Date*

Juan D. Salinas III

Name

Name

County Judge

Title

Title

Approved by Commissioners' Court on

Date

APPROVED AS TO FORM:

ATTEST:

Atlas & Hall L.L.P.

Arturo Guajardo Jr. - County Clerk

ATTACHMENT A

Participation Plan **Out stationed Eligibility Specialist**

The County and the Contractor have mutually agreed to allow County-employed eligibility specialist to be out stationed at health care facility(s) at the following locations:

1. County Responsibilities:

- (a) Work with patients referred by Contractor staff to determine eligibility for public assistance or charity care provided by Hidalgo County Clinical Services, Inc;
- (b) Certify to Contractor those Welfare recipients eligible for such assistance;
- (c) Refer ineligible applicants to Contractor's business office;
- (d) Make pertinent records available (to the extent permitted by applicable laws, regulations, County policies and/or procedures) at all reasonable times to the contractor or its agents for verification.
- (e) Coordinate referrals to other county services and to Community Social Services.

2. Work Schedule:

Monday & Wednesday 8:00 AM to 5:00 PM

Holiday: Employee to follow approved County holiday schedule.

3. Contractor Responsibilities:

- (a) Provide for each assigned worker adequate work space and equipment as supplied to Contractor's own staff;
- (b) Screen clients prior to referral to County staff;
- (c) Refer to County Program Director any violations or inappropriate behavior of County employee for appropriate action by County Supervisor. Director can be reached at (956) 318-2011.
- (d) Ensure that County staff duties will be confined to County related work.

4. County Liaison: Dairen Sarmiento – Human Services Director

Contractor Liaison: _____

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

<u>Job Title</u>	<u>Part- Time</u>	<u>Facility Location</u>
Eligibility Specialist	X	Knapp Medical Hospital 1401 East Eighth Street Weslaco, Texas 78596

The specialists' schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally a specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

CONTRACT FOR PARTICIPATION

Out stationed Eligibility Specialists In Health Care Facilities

I. Parties

COUNTY: Hidalgo County Texas
Health and Human Services
1304 South 25th Street
Edinburg, Texas 78542

CONTRACTOR: Mission Hospital, Inc.
900 South Bryan Road
Mission, Texas 78572

II. Recitals

WHEREAS, the County administers various Assistance Programs under the provisions of state and/or federal law and in collaboration with the hospitals and Hidalgo County Clinical Services, Inc., and desires to provide processing of assistance applications at locations other than government offices.

WHEREAS, the Contractor desires to provide accommodations for out stationed County employed eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Contractor agree to the following terms and conditions set forth herein:

III. Participation

This Contract is entered into by and between Mission Hospital, Inc ("Contractor") and the COUNTY OF HIDALGO, TEXAS ("County")

The County will hire, train and assign to the Contractor's facility(s) eligibility specialist (hereafter referred to as assigned specialist.(s) as described in Attachment B – Schedule of Positions, which is attached and incorporated herein for all purposes.

Contractor shall provide for each assigned worker an appropriate work area including, but not limited to, items described in attachment A. Contractor shall assure that suitable private space is available on an as-needed basis to specialist(s) conducting confidential client interviews.

All eligibility forms will be provided by the County at no cost to the Contractor. All equipment and furniture that is purchased by either party for purposes described herein shall remain the property of the purchaser after the termination of this contract.

IV. Supervision

All specialist(s) assigned to the Contractor under this agreement remain employees of the County. The employer-employee relationship exists solely between the County and the assigned specialist(s) and all benefits, rights and employer-employee responsibilities rest with the County. Assigned specialist(s) shall not possess any authority, expressed or implied, to act for or on behalf of the Contractor nor shall they, at any time, be considered as agents or representatives for the Contractor.

Each assigned specialist shall be under the technical supervision of a County supervisor for purposes of training, staff development, technical assistance relating to job performance, and other county responsibilities described in Attachment A.

Contractor's supervision of the assigned specialist(s) shall be limited to the responsibilities and activities described in Attachment A.

Specialist(s) assigned under this contract are subject not only to County Regulations but also to applicable rules, regulations and policies of the Contractor, provided Contractor's requirements do not conflict with County Policy and the guaranteed protection of the civil rights of assigned specialist.

Requirements pertaining to regular working hours and holidays are described in Attachment A.

The County will retain all policy responsibility and will furnish all materials and information specific to eligibility determinations at no charge to the Contractor.

The County agrees not to assign to the Contractor any specialist(s) who were formerly employed by the Contractor and whose services were unsatisfactory.

V. Record-Keeping and Reporting

- (a) Contractor shall provide free access to all of its records pertaining to the services performed under this contract to representatives designated by the County, and to appropriate state authorities with regulatory responsibility for any public assistance program for which eligibility determinations are made under the agreement
- (b) Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.
 - 1. Records and documents shall be kept for a minimum of three (3) years and ninety (90) days after the termination of the contract period, or for three (3) years after the end of the county fiscal year in which services were provided if this contract has no specific termination date.
 - 2. If any litigation, claim or audit involving these records begins before the three (3) year period expires, the Contractor will keep the records and documents for not less than three (3) years and ninety (90) days and until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the County and the Contractor.

3. The Contractor will keep records of non-expendable property acquired under the contract for three (3) years after final disposition of the property.
4. Contract period means the beginning date through the ending date specified in the original contract; extensions are considered to separate contract periods.

VI. Assurances and Compliance

- (a) Contractor agrees to notify the County in writing within ten (10) days of any changes in Contractor's status, including but not limited to change in ownership, change in Medicare/Medicaid provider status change in name, or any other changes affecting the activities described herein.
- (b) Contractor understands that applications for public assistance in Texas must be voluntary. Contractor shall not require individuals to apply and the process by which individuals are screened for classification must not insist that they apply for public assistance.
- (c) Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:
 1. Any public assistance program in connection with which services are performed under this contract;
 2. County confidentiality regulations, if any;
 3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93112), The Americans with Disabilities Act of 1990 (P.L. 101-336), Title 40, Chapter 73, of the Texas Administrative code, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These provide in part that no persons in the United States shall, on grounds of race, color, national origin, age, sex disability, political beliefs or religion be denied or excluded from participation in any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to any discrimination.
 4. Immigration Report Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986 who will perform any labor or services under this contract.

VII. Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such even the effected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal, requirements and only during the time such conflict exists.

No Waiver. No waiver by County or Contractor of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by the agreement in writing executed by County and Contractor, and not otherwise.

Texas Law to Apply. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder shall be performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by 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 County: Hidalgo County Health & Human Services
Attention: Human Services Director
1304 S. 25th Street
Edinburg, Texas 78542

If to Contractor: Mission Hospital, Inc.
Attn: Tim McVey, Chief Financial Officer
900 South Bryan Road
Mission, Texas 78572
(956) 323-9106

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.

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

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

Assignment. This Agreement shall not be assignable by Contractor. County may assign this Agreement without the consent of Contractor.

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

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether

used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

Authority to Execute. The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.

VIII. Indemnification

Contractor agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character arising out of, or in connection with, the performance of services by the Contractor or any of its subcontractors under this contract.

IX. Termination

- (a) In the event federal or state laws or other requirements are amended or judicially interpreted so that either party is unable to fulfill the terms of this contract, or if the parties are unable to agree upon any amendment needed to enable the continuation of services described herein, then the parties will be discharged from any further obligations created under the terms of this contracts. The parties, however, will equitably settle respective accrued interest or obligations incurred up to the date of termination.
- (b) This contract may be canceled at any time by mutual agreement, or, if not by such agreement, either party may cancel this contract any time without cause by giving thirty (30) days written notice in advance to the other party.

X. Term of Contract

The term of the contract shall be twelve (12) months commencing on the effective date. The contract shall be renewed and extended for additional one year period on any anniversary thereof unless terminated as stated in IX herein.

XI. Effective Date

The effective date of this contract is January 1, 2010.

XII. Signatory

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this contract either as an official or a representative of the County or the Contractor.

Hidalgo County, Texas

Contractor

Signature *Date*

Signature *Date*

Juan D. Salinas III
Name

Name

County Judge
Title

Title

Approved by Commissioners' Court on

Date

APPROVED AS TO FORM:

ATTEST:

Atlas & Hall L.L.P.

Arturo Guajardo Jr. - County Clerk

ATTACHMENT A

Participation Plan **Out stationed Eligibility Specialist**

The County and the Contractor have mutually agreed to allow County-employed eligibility specialist to be out stationed at health care facility(s) at the following locations:

1. County Responsibilities:

- (a) Work with patients referred by Contractor staff to determine eligibility for public assistance or charity care provided by Hidalgo County Clinical Services, Inc.;
- (b) Certify to Contractor those Welfare recipients eligible for such assistance;
- (c) Refer ineligible applicants to Contractor's business office;
- (d) Make pertinent records available (to the extent permitted by applicable laws, regulations, County policies and/or procedures) at all reasonable times to the contractor or its agents for verification.
- (e) Coordinate referrals to other county services and to Community Social Services.

2. Work Schedule:

Daily: Monday – Friday 8:00 AM to 5:00 PM

Holiday: Employee to follow approved County holiday schedule.

3. Contractor Responsibilities:

- (a) Provide for each assigned worker adequate work space and equipment as supplied to Contractor's own staff;
- (b) Screen clients prior to referral to County staff;
- (c) Refer to County Program Director any violations or inappropriate behavior of County employee for appropriate action by County Supervisor. Director can be reached at (956) 318-2011.
- (d) Ensure that County staff duties will be confined to County related work.

4. County Liaison: Dairen Sarmiento – Human Services Director

Contractor Liaison: _____

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

<u>Job Title</u>	<u>Full Time</u>	<u>Facility Location</u>
Eligibility Specialist	X	Mission Hospital, Inc 900 South Bryan Road Mission, Texas 78572

The specialists' schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally a specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

CONTRACT FOR PARTICIPATION

Out stationed Eligibility Specialists In Health Care Facilities

I. Parties

COUNTY: Hidalgo County Texas
Health and Human Services
1304 South 25th Street
Edinburg, Texas 78542

CONTRACTOR: Rio Grande Regional Hospital
101 East Ridge Road
McAllen, Texas 78501

II. Recitals

WHEREAS, the County administers various Assistance Programs under the provisions of state and/or federal law and in collaboration with the hospitals and Hidalgo County Clinical Services, Inc., and desires to provide processing of assistance applications at locations other than government offices.

WHEREAS, the Contractor desires to provide accommodations for out stationed County employed eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Contractor agree to the following terms and conditions set forth herein:

III. Participation

This Contract is entered into by and between Rio Grande Regional Hospital ("Contractor") and the COUNTY OF HIDALGO, TEXAS ("County")

The County will hire, train and assign to the Contractor's facility(s) eligibility specialist (hereafter referred to as assigned specialist.(s) as described in Attachment B – Schedule of Positions, which is attached and incorporated herein for all purposes.

Contractor shall provide for each assigned worker an appropriate work area including, but not limited to, items described in attachment A. Contractor shall assure that suitable private space is available on an as-needed basis to specialist(s) conducting confidential client interviews.

All eligibility forms will be provided by the County at no cost to the Contractor. All equipment and furniture that is purchased by either party for purposes described herein shall remain the property of the purchaser after the termination of this contract.

IV. Supervision

All specialist(s) assigned to the Contractor under this agreement remain employees of the County. The employer-employee relationship exists solely between the County and the assigned specialist(s) and all benefits, rights and employer-employee responsibilities rest with the County. Assigned specialist(s) shall not possess any authority, expressed or implied, to act for or on behalf of the Contractor nor shall they, at any time, be considered as agents or representatives for the Contractor.

Each assigned specialist shall be under the technical supervision of a County supervisor for purposes of training, staff development, technical assistance relating to job performance, and other county responsibilities described in Attachment A.

Contractor's supervision of the assigned specialist(s) shall be limited to the responsibilities and activities described in Attachment A.

Specialist(s) assigned under this contract are subject not only to County Regulations but also to applicable rules, regulations and policies of the Contractor, provided Contractor's requirements do not conflict with County Policy and the guaranteed protection of the civil rights of assigned specialist.

Requirements pertaining to regular working hours and holidays are described in Attachment A.

The County will retain all policy responsibility and will furnish all materials and information specific to eligibility determinations at no charge to the Contractor.

The County agrees not to assign to the Contractor any specialist(s) who were formerly employed by the Contractor and whose services were unsatisfactory.

V. Record-Keeping and Reporting

- (a) Contractor shall provide free access to all of its records pertaining to the services performed under this contract to representatives designated by the County, and to appropriate state authorities with regulatory responsibility for any public assistance program for which eligibility determinations are made under the agreement
- (b) Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.
 - 1. Records and documents shall be kept for a minimum of three (3) years and ninety (90) days after the termination of the contract period, or for three (3) years after the end of the county fiscal year in which services were provided if this contract has no specific termination date.
 - 2. If any litigation, claim or audit involving these records begins before the three (3) year period expires, the Contractor will keep the records and documents for not less than three (3) years and ninety (90) days and until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the County and the Contractor.

3. The Contractor will keep records of non-expendable property acquired under the contract for three (3) years after final disposition of the property.
4. Contract period means the beginning date through the ending date specified in the original contract; extensions are considered to separate contract periods.

VI. Assurances and Compliance

- (a) Contractor agrees to notify the County in writing within ten (10) days of any changes in Contractor's status, including but not limited to change in ownership, change in Medicare/Medicaid provider status change in name, or any other changes affecting the activities described herein.
- (b) Contractor understands that applications for public assistance in Texas must be voluntary. Contractor shall not require individuals to apply and the process by which individuals are screened for classification must not insist that they apply for public assistance.
- (c) Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:
 1. Any public assistance program in connection with which services are performed under this contract;
 2. County confidentiality regulations, if any;
 3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93112), The Americans with Disabilities Act of 1990 (P.L. 101-336), Title 40, Chapter 73, of the Texas Administrative code, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These provide in part that no persons in the United States shall, on grounds of race, color, national origin, age, sex disability, political beliefs or religion be denied or excluded from participation in any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to any discrimination.
 4. Immigration Report Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986 who will perform any labor or services under this contract.

VII. Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such even the effected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal, requirements and only during the time such conflict exists.

No Waiver. No waiver by County or Contractor of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by the agreement in writing executed by County and Contractor, and not otherwise.

Texas Law to Apply. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder shall be performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by 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 County: Hidalgo County Health & Human Services
Attention: Human Services Director
1304 S. 25th Street
Edinburg, Texas 78542

If to Contractor: Rio Grande Regional Hospital
Attention: Bill Saller – Chief Financial Officer
101 East Ridge Road
McAllen, Texas 78501
(956) 632-6101

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.

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

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

Assignment. This Agreement shall not be assignable by Contractor. County may assign this Agreement without the consent of Contractor.

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

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever

and as often as may be appropriate.

Authority to Execute. The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.

VIII. Indemnification

Contractor agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character arising out of, or in connection with, the performance of services by the Contractor or any of its subcontractors under this contract.

IX. Termination

- (a) In the event federal or state laws or other requirements are amended or judicially interpreted so that either party is unable to fulfill the terms of this contract, or if the parties are unable to agree upon any amendment needed to enable the continuation of services described herein, then the parties will be discharged from any further obligations created under the terms of this contracts. The parties, however, will equitably settle respective accrued interest or obligations incurred up to the date of termination.
- (b) This contract may be canceled at any time by mutual agreement, or, if not by such agreement, either party may cancel this contract any time without cause by giving thirty (30) days written notice in advance to the other party.

X. Term of Contract

The term of the contract shall be twelve (12) months commencing on the effective date. The contract shall be renewed and extended for additional one year period on any anniversary thereof unless terminated as stated in IX herein.

XI. Effective Date

The effective date of this contract is January 1, 2010.

XII. Signatory

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this contract either as an official or a representative of the County or the Contractor.

Hidalgo County, Texas

Contractor

Signature *Date*

Signature *Date*

Juan D. Salinas III
Name

Name

County Judge
Title

Title

Approved by Commissioners' Court on

Date

APPROVED AS TO FORM:

ATTEST:

Atlas & Hall L.L.P.

Arturo Guajardo Jr. - County Clerk

ATTACHMENT A

Participation Plan **Out stationed Eligibility Specialist**

The County and the Contractor have mutually agreed to allow County-employed eligibility specialist to be out stationed at health care facility(s) at the following locations:

1. County Responsibilities:

- (a) Work with patients referred by Contractor staff to determine eligibility for public assistance or charity care provided by Hidalgo County Clinical Services, Inc.;
- (b) Certify to Contractor those Welfare recipients eligible for such assistance;
- (c) Refer ineligible applicants to Contractor's business office;
- (d) Make pertinent records available (to the extent permitted by applicable laws, regulations, County policies and/or procedures) at all reasonable times to the contractor or its agents for verification.
- (e) Coordinate referrals to other county services and to Community Social Services.

2. Work Schedule:

Monday, Tuesday: & Thursday 8:00 AM to 5:00 PM

Holiday: Employee to follow approved County holiday schedule.

3. Contractor Responsibilities:

- (a) Provide for each assigned worker adequate work space and equipment as supplied to Contractor's own staff;
- (b) Screen clients prior to referral to County staff;
- (c) Refer to County Program Director any violations or inappropriate behavior of County employee for appropriate action by County Supervisor. Director can be reached at (956) 318-2011.
- (d) Ensure that County staff duties will be confined to County related work.

4. County Liaison: Dairen Sarmiento – Human Services Director

Contractor Liaison: _____

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

<u>Job Title</u>	<u>Part Time</u>	<u>Facility Location</u>
Eligibility Specialist	X	Rio Grande Regional Hospital 101 East Ridge Road McAllen, Texas 78501

The specialists' schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally a specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

CONTRACT FOR PARTICIPATION

Out stationed Eligibility Specialists In Health Care Facilities

I. Parties

COUNTY: Hidalgo County Texas
Health and Human Services
1304 South 25th Street
Edinburg, Texas 78542

CONTRACTOR: Doctor's Hospital at Renaissance
P. O. Box 3293
McAllen, Texas 78502

II. Recitals

WHEREAS, the County administers various Assistance Programs under the provisions of state and/or federal law and in collaboration with the hospitals and Hidalgo County Clinical Services, Inc., and desires to provide processing of assistance applications at locations other than government offices.

WHEREAS, the Contractor desires to provide accommodations for out stationed County employed eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Contractor agree to the following terms and conditions set forth herein:

III. Participation

This Contract is entered into by and between Doctor's Hospital at Renaissance ("Contractor") and the COUNTY OF HIDALGO, TEXAS ("County")

The County will hire, train and assign to the Contractor's facility(s) eligibility specialist (hereafter referred to as assigned specialist.(s) as described in Attachment B – Schedule of Positions, which is attached and incorporated herein for all purposes.

Contractor shall provide for each assigned worker an appropriate work area including, but not limited to, items described in attachment A. Contractor shall assure that suitable private space is available on an as-needed basis to specialist(s) conducting confidential client interviews.

All eligibility forms will be provided by the County at no cost to the Contractor. All equipment and furniture that is purchased by either party for purposes described herein shall remain the property of the purchaser after the termination of this contract.

IV. Supervision

All specialist(s) assigned to the Contractor under this agreement remain employees of the County. The employer-employee relationship exists solely between the County and the assigned specialist(s) and all benefits, rights and employer-employee responsibilities rest with the County. Assigned specialist(s) shall not possess any authority, expressed or implied, to act for or on behalf of the Contractor nor shall they, at any time, be considered as agents or representatives for the Contractor.

Each assigned specialist shall be under the technical supervision of a County supervisor for purposes of training, staff development, technical assistance relating to job performance, and other county responsibilities described in Attachment A.

Contractor's supervision of the assigned specialist(s) shall be limited to the responsibilities and activities described in Attachment A.

Specialist(s) assigned under this contract are subject not only to County Regulations but also to applicable rules, regulations and policies of the Contractor, provided Contractor's requirements do not conflict with County Policy and the guaranteed protection of the civil rights of assigned specialist.

Requirements pertaining to regular working hours and holidays are described in Attachment A.

The County will retain all policy responsibility and will furnish all materials and information specific to eligibility determinations at no charge to the Contractor.

The County agrees not to assign to the Contractor any specialist(s) who were formerly employed by the Contractor and whose services were unsatisfactory.

V. Record-Keeping and Reporting

- (a) Contractor shall provide free access to all of its records pertaining to the services performed under this contract to representatives designated by the County, and to appropriate state authorities with regulatory responsibility for any public assistance program for which eligibility determinations are made under the agreement
- (b) Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.
 - 1. Records and documents shall be kept for a minimum of three (3) years and ninety (90) days after the termination of the contract period, or for three (3) years after the end of the county fiscal year in which services were provided if this contract has no specific termination date.
 - 2. If any litigation, claim or audit involving these records begins before the three (3) year period expires, the Contractor will keep the records and documents for not less than three (3) years and ninety (90) days and until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the County and the Contractor.
 - 3. The Contractor will keep records of non-expendable property acquired under the

- contract for three (3) years after final disposition of the property.
4. Contract period means the beginning date through the ending date specified in the original contract; extensions are considered to separate contract periods.

VI. Assurances and Compliance

- (a) Contractor agrees to notify the County in writing within ten (10) days of any changes in Contractor's status, including but not limited to change in ownership, change in Medicare/Medicaid provider status change in name, or any other changes affecting the activities described herein.
- (b) Contractor understands that applications for public assistance in Texas must be voluntary. Contractor shall not require individuals to apply and the process by which individuals are screened for classification must not insist that they apply for public assistance.
- (c) Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:
 - 1. Any public assistance program in connection with which services are performed under this contract;
 - 2. County confidentiality regulations, if any;
 - 3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), The Americans with Disabilities Act of 1990 (P.L. 101-336), Title 40, Chapter 73, of the Texas Administrative code, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These provide in part that no persons in the United States shall, on grounds of race, color, national origin, age, sex disability, political beliefs or religion be denied or excluded from participation in any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to any discrimination.
 - 4. Immigration Report Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986 who will perform any labor or services under this contract.

VII. Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such even the effected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal, requirements and only during the time such conflict exists.

No Waiver. No waiver by County or Contractor of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each

party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by the agreement in writing executed by County and Contractor, and not otherwise.

Texas Law to Apply. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder shall be performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by 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 County: Hidalgo County Health & Human Services
Attention: Human Services Director
1304 S. 25th Street
Edinburg, Texas 78542

If to Contractor: Doctor's Hospital at Renaissance
Attn: Susan Turley, CPA, Chief Financial Officer
P. O. Box 3293
McAllen, Texas 78502
(956) 661-7585

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.

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

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

Assignment. This Agreement shall not be assignable by Contractor. County may assign this Agreement without the consent of Contractor.

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

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

Authority to Execute. The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.

VIII. Indemnification

Contractor agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character arising out of, or in connection with, the performance of services by the Contractor or any of its subcontractors under this contract.

IX. Termination

- (a) In the event federal or state laws or other requirements are amended or judicially interpreted so that either party is unable to fulfill the terms of this contract, or if the parties are unable to agree upon any amendment needed to enable the continuation of services described herein, then the parties will be discharged from any further obligations created under the terms of this contracts. The parties, however, will equitably settle respective accrued interest or obligations incurred up to the date of termination.
- (b) This contract may be canceled at any time by mutual agreement, or, if not by such agreement, either party may cancel this contract any time without cause by giving thirty (30) days written notice in advance to the other party.

X. Term of Contract

The term of the contract shall be twelve (12) months commencing on the effective date. The contract shall be renewed and extended for additional one year period on any anniversary thereof unless terminated as stated in IX herein.

XI. Effective Date

The effective date of this contract is January 1, 2010.

XII. Signatory

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this contract either as an official or a representative of the County or the Contractor.

Hidalgo County, Texas

Contractor

Signature *Date*

Signature *Date*

Juan D. Salinas III

Name

Name

County Judge

Title

Title

Approved by Commissioners' Court on

Date

APPROVED AS TO FORM:

ATTEST:

Atlas & Hall L.L.P.

Arturo Guajardo Jr. - County Clerk

ATTACHMENT A

Participation Plan **Out stationed Eligibility Specialist**

The County and the Contractor have mutually agreed to allow County-employed eligibility specialist to be out stationed at health care facility(s) at the following locations:

1. County Responsibilities:

- (a) Work with patients referred by Contractor staff to determine eligibility for public assistance or charity care provided by Hidalgo County Clinical Services, Inc.;
- (b) Certify to Contractor those Welfare recipients eligible for such assistance;
- (c) Refer ineligible applicants to Contractor's business office;
- (d) Make pertinent records available (to the extent permitted by applicable laws, regulations, County policies and/or procedures) at all reasonable times to the contractor or its agents for verification.
- (e) Coordinate referrals to other county services and to Community Social Services.

2. Work Schedule:

Tuesday & Wednesday: 8:00 AM to 5:00 PM

Holiday: Employee to follow approved County holiday schedule.

3. Contractor Responsibilities:

- (a) Provide for each assigned worker adequate work space and equipment as supplied to Contractor's own staff;
- (b) Screen clients prior to referral to County staff;
- (c) Refer to County Program Director any violations or inappropriate behavior of County employee for appropriate action by County Supervisor. Director can be reached at (956) 318-2011.
- (d) Ensure that County staff duties will be confined to County related work.

4. County Liaison: Dairen Sarmiento – Human Services Director

Contractor Liaison: _____

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

<u>Job Title</u>	<u>Part- Time</u>	<u>Facility Location</u>
Eligibility Specialist	X	Doctor's Hospital at Renaissance 5501 South McColl – Wellness Center Edinburg, Texas 78539 (956) 661-2441 office (956) 661-2478 fax

The specialists' schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally a specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

Interlocal Agreements**CC REGULAR**

Date: 10/20/2009
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 McAllen Independent School District Police Department as set forth under the Texas Code of Criminal Procedure Chapter 59 Article 59.06 (b).Disposition of Forfeited Property.
2. Authorization and approval to accept the Interlocal Agreement between the Hidalgo County HIDTA Task Force and Penitas Police Department as set forth under the Texas Code of Criminal Procedure Chapter 59 Article 59.06 (b).Disposition of Forfeited Property.
3. Authorization and approval to accept the Memorandum of Understanding between the Hidalgo County HIDTA Task Force and the Hidalgo County Constable's Office, Precinct 3 as set forth under the Texas code of Criminal Procedure Chapter 59.06 (b).Disposition of forfeited Property.
4. Authorization and approval for the Hidalgo County Purchasing Department/Fixed Assets Division to remove the following assets from the HIDTA Task Force Inventory List:

Co. Tag No.	Description of Item	Serial No.
27727	28-80MM Cannon Len	6005287A
31331	Cannon EOS Rebel X	601458D
31333	VHS Camcorder	15141414
31334	VHS Camcorder	15141512
31559	28-80MM Cannon Len	710232

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 that 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 any interest holder.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact to Co. In accordance with CCP 59 the transferred assets shall only be used for law enforcement purposes. The law enforcement agency receiving the assets shall be responsible for all costs associated with the assets received in accordance with interlocal agreements.

Attachments

Link: [McAllen ISD-Police Depart.](#)

Link: [Penitas Police Department](#)

Link: [Constable's Office,Pct3](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/14/2009 03:32 PM	APRV
2	Sylvia Solis	Sylvia Solis	10/15/2009 11:30 AM	APRV
3	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Nelda Olivarez
Started On: 10/08/2009 10:51 AM
Final Approval Date: 10/16/2009

STATE OF TEXAS §
 §
HIDALGO COUNTY §

**INTERLOCAL AGREEMENT
BETWEEN
HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA TASK FORCE
AND McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT**

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **McALLEN INDEPENDENT SCHOOL DISTRICT 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 INDEPENDENT SCHOOL DISTRICT 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 INDEPENDENT SCHOOL DISTRICT 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 INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** and in relationship to the **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** 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 INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** hereby agree as follows:

1. The **HIDALGO COUNTY HIDTA TASK FORCE** will permanently transfer to the **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** certain surplus equipment owned by the **HIDALGO COUNTY HIDTA TASK FORCE** which is designated as

ONE (1) JVC CAMCORDER /CASE, COUNTY TAG. 31333, SERIAL NO. 15141414

**ONE (1) MINOLTA DIMAGE CAMERA 7 F 5.2 MEGA PIXELS/CASE, SERIAL NO. 2102949
W/MINOLTA 7X OPTICAL ZOOM LENS**

FORTY-TWO (42-ROLLS) FUJI FILM/35MM SUPERIA X-TRA 400 COLOR 12 EXP.

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 INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** and shall be solely used for "law enforcement purposes" by the **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** as set forth under **THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPTER 59.**
3. The **McALLEN INDEPENDENT SCHOOL DISTRICT 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 INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT

BY: _____
CHRIS ESQUIVEL, CHIEF

McALLEN INDEPENDENT SCHOOL DISTRICT

BY: _____
DR. JAMES J. PONCE, SUPERINTENDENT

STATE OF TEXAS §
 §
HIDALGO COUNTY §

**INTERLOCAL AGREEMENT
BETWEEN
HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA TASK FORCE
AND PENITAS POLICE DEPARTMENT**

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **PENITAS 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 **PENITAS 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 **PENITAS 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 **PENITAS POLICE DEPARTMENT** and in relationship to the **PENITAS POLICE DEPARTMENT** 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 **PENITAS POLICE DEPARTMENT** hereby agree as follows:

1. The **HIDALGO COUNTY HIDTA TASK FORCE** will permanently transfer to the **PENITAS POLICE DEPARTMENT** certain surplus equipment owned by the **HIDALGO COUNTY HIDTA TASK FORCE** which is designated as

**ONE (1) CANON EOS REBEL X CAMERA/CASE, SERIAL NO. 601418
W/ CANON 28-80 MM CANON ZOOM LENS, SERIAL NO. 710232**

**ONE (1) CANON EOS REBEL G CAMERA/CASE
W/CANON 28-80 MM CANON ZOOM LENS, COUNTY TAG. 27727,
SERIAL NO. 6005287A
W/CANON 75-300 MM CANON ZOOM LENS, SERIAL NO.601449D**

**ONE (1) CANON EOS REBEL X CAMERA/CASE
W/VIVITAR AUTO FOCUS ZOOM 728 FLASH
W/CANON 75-300 MM CANON ZOOM LENS, COUNTY TAG. 31331,
SERIAL NO. 601458D
W/CANON 28-80 MM CANON ZOOM LENS, SERIAL NO. 710224**

**ONE (1) JVC CAMCORDER /CASE, COUNTY TAG.31334, SERIAL NO.
15141512**

**FORTY-TWO (40-ROLLS) FUJI FILM/35MM SUPERIA X-TRA 400
COLOR 12 EXP.**

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 **PENITAS POLICE DEPARTMENT** and shall be solely used for "law enforcement purposes" by the **PENITAS POLICE DEPARTMENT** as set forth under **THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPTER 59.**
3. The **PENITAS 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

PENITAS POLICE DEPARTMENT

BY: _____
OSCAR ONTIVEROS, PENITAS CHIEF OF POLICE

BY: _____
JUAN ORTIZ, PENITAS CITY MANAGER

STATE OF TEXAS §
 §
HIDALGO COUNTY §

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA TASK FORCE
AND THE HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3**

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** 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 **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** 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 **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** 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 **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** and in relationship to the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** 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 **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** hereby agree as follows:

1. The **HIDALGO COUNTY HIDTA TASK FORCE** will permanently transfer to the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** certain surplus equipment owned by the **HIDALGO COUNTY HIDTA TASK FORCE** which is designated as

**ONE (1) CANON EOS REBEL G CAMERA/CASE, SERIAL NO.1601328
W/VIVITAR AUTO FOCUS ZOOM 728 FLASH
W/CANON 75-300 MM CANON ZOOM LENS, SERIAL NO. 0601453D
W/CANON 35-80 MM CANON ZOOM LENS, SERIAL NO. 210331
W/CANON 28-80 MM CANON ZOOM LENS, SERIAL NO. 710222**

ONE (1) CANON EOS REBEL X CAMERA/CASE, COUNTY TAG. 3229
SERIAL NO. 6206240
W/ CANON 28-80 MM CANON ZOOM LENS, COUNTY TAG. 27726;
SERIAL NO. 6005292A
W/ CANON SPEEDLITE 200E FLASH

ONE (1) CANON EOS REBEL X CAMERA/CASE, COUNTY TAG.
632231, SERIAL NO. 6301667
W/VIVITAR AUTO FOCUS ZOOM 728 FLASH
W/CANON 75-300 MM CANON ZOOM LENS, COUNTY TAG 27728,
SERIAL NO. 64036407
W/CANON 35-80 MM CANON ZOOM LENS, SERIAL NO. 37862

ONE (1) JVC CAMCORDER /CASE, COUNTY TAG.31335, SERIAL NO.
15140584

ONE (1) DELL INSPIRON 100,15XGA,P4,2.2GHZ LAPTOP, COUNTY
TAG. 40958, SERIAL NO. B6JLX21

ONE (1) DELL LATITUDE D510, CELERON M360 LAPTOP, COUNTY
TAG.44626, SERIAL NO. 23MRS81

ONE (1) DELL LATITUDE D150, CELERON M360 LAPTOP, COUNTY
TAG 44627, SERIAL NO. 63MRS81

FORTY-TWO (42-ROLLS) FUJI FILM/35MM SUPERIA X-TRA 400
COLOR 12 EXP.

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 **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** and shall be solely used for "law enforcement purposes" by the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** as set forth under **THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPTER 59.**
3. The **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** shall solely be responsible for all expenditures and requirements of said equipment as set forth under **THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPETER 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

HIDALGO COUNTY CONTABLE PRECINCT 3

BY: _____
LAZARO "LARRY" GALLARDO, CONSTABLE

AI-18008

14.A.

**Parks, Recreational equipment - Pct. #1 area
CC REGULAR**

Date: 10/20/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The Urban County Program is requesting authority to purchase Parks, Recreational Equipment through Hidalgo County 's membership and participation with TASB (BuyBoard) awarded vendor The PlayWell Group, Inc. in the amount not to exceed \$83,905.90, which includes purchase and delivery and Installation.

BACKGROUND

Hidalgo County Precinct No. 1 has allocated \$100,000.00 from it's 2007 FY funding for the purchase of park, recreational equipment for Sunrise Hill and Sunset Parks, within the Precinct No. 1 boundaries. Urban County Program will utilize fiscal year 2007 in the amount of \$83,905.90 from Precinct No. 1 Parks, Recreational Facility Improvements line item.

Funds Available: \$100,000.00 2007 Parks, Recreational Facility Improvements. Pct. #1.

Purchase amount: \$83,905.90

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Funds will be utilized for the purchase of Parks, Recreational Equipment for Precinct #1.

Attachments

Link: [playwell park equipment](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/14/2009 10:45 AM	APRV
2	Perla Lopez	Perla Lopez	10/16/2009 03:38 PM	APRV
3	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Estella Webber
Started On: 10/14/2009 09:40 AM
Final Approval Date: 10/16/2009

COUNTY OF HIDALGO



SYLVIA S. HANDY

County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

October 1, 2009

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

2007 OK
Re: 2008 Parks, Recreational Facilities

Dear Mrs. Garcia:

Pct. 1 is requesting authorization for the purchase of park equipment from approved buy board in the amount of \$83,905.00 90 88

Buy Board Information and price quote are attached.

If you need additional information, please contact me at (956) 968-8733.

Sincerely,

Juan J. Ybarra Jr.
CDBG Coordinator
Chief Administrator, Pct. 1



The PlayWell Group

Toll free: (800) 726-1818

New Mexico
8430 San Mateo, NE, Unit G
Albuquerque, NM 87113
(505) 899-1782

Free Fax: (800) 560-8150

Texas
4743 Iberia Ave., Suite C
Dallas, TX 75207
(972) 488-9355

Hidalgo County Precinct 1
Juan Ibarra
1902 Joe Stephens Ave
WESLACO TX 78598
UNITED STATES
Tel: (956) 873-7821
Fax: (956) 318-2829

10/1/2009

TERMS AND CONDITIONS

PRICES AND PROJECT QUOTATION

PRICES shown in all of our Quotations are subject to change without notice. All shipments are subject to price in effect at time of shipment.
QUOTATION: Is for acceptance within a maximum of 30 days from date of Quotation and prices are guaranteed only for materials which can be scheduled and shipped within one year from date of quotation.

TERMS, TAXES AND INVOICES

TERMS: New customers, non-taxable funded customer and bonded public projects a 50% deposit and/or credit application required. All invoices are due net within 30 days. If legal action is necessary to enforce payment, purchaser will pay any court costs and reasonable attorney fees.

Full payment is required on material ordered under \$1000.00, no exceptions. Visa, MasterCard, and American Express accepted. Please disregard if you have established prior credit with us.

FREIGHT AND DELIVERY

All shipment is F.O.B. Factory, except where specifically stated otherwise. Delivery of materials is six weeks from the order date, plus a few days for transit. Every effort is made to comply with scheduled shipping dates. The PlayWell Group, Inc. is not liable for any loss or damage arising out of delay.

RETURNED GOODS AND/OR CANCELLATION

No material shall be returned without written permission. When granted, no credit will be issued until purchaser supplies correct invoice number and a

STATE OF TEXAS HISTORICALLY

Underutilized Business Certification - The PlayWell Group, Inc. is certified by the Texas Building & Procurement Commission as an Historically Under

INSTALLATION NOT INCLUDED

Installation Prices are not included on this Quotation. A separate installation quotation must be included with your order if installation is required.

Material will be ordered immediately upon receipt of written approval. Please fax all pages included color choices, if necessary and confirm shipping a

SIGNATURE: _____

DATE: _____

The PlayWell Group

Toll free: (800) 726-1818

Free Fax: (800) 560-9150

New Mexico
9410 San Mateo., NE, Unit G
Albuquerque, NM 87113
(505) 899-1762

Texas
4743 Iberia Ave., Suite C
Dallas, TX 75207
(972) 488-9355

QUOTATION

SQ-18362A

10/1/2009

Customer

Contact

Ship To

Hidalgo County Precinct 1
1902 Joe Stephens Ave
WESLACO TX 78598

Hidalgo County Precinct 1
Juan Ibarra
1902 Joe Stephens Ave
WESLACO TX 78598
UNITED STATES
Tel: (956)-973-7821
Fax: (956)-318-2629

Hidalgo County Precinct 1
Juan Ibarra
Mile 11 North &
1 1/2 Mile West
HEIDELBERG TX 78570
UNITED STATES
Tel: (956)-973-7821
Fax: (956)-318-2629

Account

Terms

Due Date

Account Rep

Schedule Date

2110

NET 30

12/1/2009

Dan Libby

12/1/2009

Quotation

PO

Reference

Ship VIA

Page

Printed

SQ-13362A

Default Carrier

#

02/28/2009
4:09:03PM

L Item	Description	Qty	Price	UM	Discount	Amount
1	SUNSET PARK PHASE 3					
2	BuyBoard	1	\$0.00	EA		\$0.00
3	This is a BuyBoard Purchasing Cooperative Quote. Pricing Reflects BuyBoard Discounts As Listed On Web Site www.buyboard.com Under The Vendor Listing For The PlayWell Group, Inc. Contract # 289-07					
4						
5	PWS-22XX0176	1	\$549.00	EA	\$43.92	\$505.08
6	PWS-PE-115	1	\$19,508.00	EA	\$1,580.64	\$17,947.38
7	SH-Reynolds	1	\$3,527.57	EA		\$3,527.57
8	SSI-FIBER	170	\$15.33	CY	208.49	2397.81
9	SSI-GEO-2025	2	\$380.00	EA	\$57.60	\$882.40
10	SSI-TIMBER	80	\$31.33	EA	200.52	2305.88
11	SSI-RAMP	1	\$767.00	EA	\$61.36	\$705.64
12	SH	1	\$5,141.26	EA		\$5,141.26
13	CII-30x5x1x125	1	\$1,067.00	EA	\$85.36	\$981.64
14	CII-25x5x1x125	2	\$1,000.00	EA	\$160.00	\$1,840.00
15	SH	1	\$720.27	EA		\$720.27
16	PWA-12111	2	\$9,559.00	EA	\$1,529.44	\$17,588.56
17	SH	1	\$5,598.47	EA		\$5,598.47
18	STE-5400	2	\$1,734.00	EA	\$277.44	\$3,180.56
19	SH	1	\$701.19	EA		\$701.19
20	RJT-APT-3-8HUE1	3	\$894.00	EA	\$238.56	\$2,743.44
21	RJT-APT-3-8HU	1	\$1,082.00	EA	\$84.98	\$997.04
22	RJT-APT-3-8HU	2	\$878.00	EA	\$140.48	\$1,615.52
23	SH	1	\$2,779.83	EA		\$2,779.83
24	IGAS		\$11,976.78	EA		\$11,976.78

This Quotation is good for 30 Days from the date listed above. Tax Details
We appreciate the opportunity to quote and look forward to EXEMPT \$0.000
serving your needs. To order, please fax this signed form
including color choices, if necessary, and confirm the
shipping address. This ship date is approximate. We reserve
the right to change 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 and PlayWell.

Customer PO No. _____

Approved By: _____ Date: _____

Taxable	\$0.00
Total Tax	\$0.00
Exempt	\$83,905.01
Total	\$83,905.01
Balance	\$83,905.90

Vendor Contract Information

[Proposal Documents](#)



Vendor: The Playwell Group, Inc.
Address: 2750 Northhaven Road, Suite 103
Dallas, TX 75229
Phone: (800) 726-1816
Contact: Claudia Wolosz
Email: claudia@playwellgroup.com
Website: www.playwellgroup.com
Federal ID: 75-2658108

HUB Vendor: Yes
Minority Owned Business: Yes
Women Owned Business: Yes
Accepts RFQs: Yes

Contract: Parks & Recreation & Field Lighting Products & Installation #269-07
Effective Date: 10/1/2007
Expiration Date: 9/30/2010
Payment Terms: Net 30 days
Delivery Days: 75
Shipping Terms: Freight not included in price
Freight Terms: FOB Shipping Point
Ship Via: Common Carrier

Quote Reference Number: 269-07

Regions Served: All Texas Regions
States Served: New Mexico, Texas
Vendor Exceptions: Freight rate will vary based on load size, type of material, weight, information.
Call to get freight quote.

Additional Information: INSTALLATION WORK IS PERFORMED BY PLAYWORKS
Return Policy: 30 days if not installed, maybe subject to restock fee.

[[Log Out](#)]

©1996 - 2009 TASB
ALL RIGHTS RESERVED



P.O. Box 400
Austin, Texas 78757-0400
512-487-6222
800-695-2919
Fax: 512-211-5454
www.tyboard.com

September 9, 2009

Sent Via E-mail to: claudia@playwellgroup.com

Ms. Claudia Wolosz
The Playwell Group
2750 Northaven Road, Suite 103
Dallas, Texas 75229

SUBJECT: Parks & Recreation & Field Lighting Products & Installation #269-07

Dear Ms. Wolosz:

The Parks & Recreation & Field Lighting Products & Installation Proposal #269-07 submitted by your company will expire September 30, 2009. At this time, we are extending this proposal, in accordance with proposal documents, through September 30, 2010, which will be the final extension. All prices, discounts, terms, and conditions will remain the same. Please return this letter signed as indicated below via fax 800-211-5454 or e-mail to melanie.chisholm@tash.org.

If you have questions or comments concerning this extension, please contact me as soon as possible at 800-695-2919. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely yours,

Melanie Chisholm

Melanie Chisholm
Bid Administrator

☒ YES, I can extend this proposal.
☐ NO, I cannot extend this proposal.

[Signature]
Signature of Authorized Company Official

J.C. SPENSE
Printed/Typed Name

9/10/09
Date



The Texas Local Government Purchasing Cooperative is a joint project of the Texas Association of School Boards, Texas Municipal League, and Texas Association of Counties

AI-18027

15.A.

Planning Department
CC REGULAR

Date: 10/20/2009
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Sesin
Department: PLANNING DEPT.
Agenda Category: Planning Department

Information

CAPTION

1. Partial Release of Letter of Credit and Reimbursement of a Cash Deposit
 - a. San Jacinto Estates Phase 5 Subdivision – Pct. 1 (Jacinto Garza)
2. Reimbursement of a Cash Deposit
 - a. Los Novillos Subdivision – Pct. 4 (Jose Guerra)

BACKGROUND

Fiscal Impact

Attachments

Link: San Jacinto Estates Ph 5

Link: Los Novillos Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/14/2009 03:32 PM	APRV
2	Olga Garza	Olga Garza	10/16/2009 01:49 PM	APRV
3	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Nora Cavazos
Started On: 10/14/2009 03:05 PM
Final Approval Date: 10/16/2009



Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

TO: JUDGE JUAN D. SALINAS, III
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR 

DATE: OCTOBER 14, 2009

RE: SAN JACINTO ESTATES PHASE 5 SUBDIVISION – PCT. 1

ON JUNE 22, 2009, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. LETTER OF CREDIT NO. 4674 WAS USED TO SECURE THE FUNDS FOR SIXTY ONE (61) SEPTIC TANK SYSTEMS. A CASH DEPOSIT IN THE AMOUNT OF \$3,355.00 WAS ALSO USED TO SECURE SIXTY ONE (61) OSSF PERMIT FEES.

THE DEVELOPER IS REQUESTING A PARTIAL RELEASE OF THE LETTER OF CREDIT IN THE AMOUNT OF \$13,200.00 DOLLARS. THIS AMOUNT REFLECTS THE COMPLETION OF THE INSTALLATION OF TWELVE SEPTIC TANK SYSTEMS. THE DEVELOPER IS ALSO REQUESTING A REIMBURSEMENT IN THE AMOUNT OF \$660.00. THIS AMOUNT REFLECTS THE TWELVE OSSF PERMITS ISSUED. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT TWELVE SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO A PARTIAL RELEASE OF THE LETTER OF CREDIT IN THE AMOUNT OF \$13,200.00 AND A REIMBURSEMENT FOR \$660.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

SECURITY FIRST CREDIT UNION NO. 4674

ORIGINAL AMOUNT	\$ 67,100.00
1 ST RELEASE	<u>\$ 13,200.00</u>
BALANCE	\$ 53,900.00

CASH DEPOSIT

ORIGINAL AMOUNT	\$3,355.00
1 ST REIMBURSEMENT	<u>\$ 660.00</u>
BALANCE	\$2,695.00



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

IRREVOCABLE LETTER OF CREDIT NO. 4674

TO: J.D. Salinas, III County Judge (in his official capacity) Hidalgo County, Texas

DATE: MAY 22, 2009

We hereby authorize you to draw at sight on Security First Credit Union for the account of Jacinto Garza (the Customer), up to the aggregate amount of Sixty Seven Thousand One Hundred Dollars and No Cents DOLLARS (\$ 67,100.00) (the Stated Amount) available by our draft, accompanied by a certification by the county judge, any county commissioner, or the county treasurer that the following condition exists:

"A Condition of Draw exists under Subdivision Construction Agreement dated 5-22-09 20, by and between Subdivider and the County of Hidalgo (the Agreement). County is in substantial compliance with the terms of said Agreement and has calculated the amount of this draft in accordance with the terms of the Agreement."

Drafts must be drawn and presented by or on MAY 22, 2010 by the close of business of the Issuer of this credit and must specify the date and number of this credit. Drafts will be honored within five calendar days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws are permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit will be surrendered to us.

Except as expressly stated, this credit shall be subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce (Publication No. 500).

This credit is irrevocable prior to its expiration date unless both parties consent to revocation in writing.

Issuer: Security First Credit Union

Address of Issuer: 2505 W. Lincoln Harlingen, Tx 78552

Signature of Issuer's Authorized Officer Nelda Maciel

Printed Name: Nelda Maciel

Title: Member Service Representative

1

Subdivision Name: San Jacinto Estates No. 5



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sese, P.E.
Planning Administrator

3269

SAN JACINTO ENTERPRISES, LLC

(956) 565-9813
2100 W. EXPRESSWAY 83
MERCEDES, TX 78570



FIRST NATIONAL BANK
CHECK VERIFICATION (866) 363-5155
CUSTOMER SERVICE (866) 363-4500

88-2141-1149

6/10/2009

PAY
TO THE
ORDER OF

Hidalgo County

\$ **3,355.00

Three Thousand Three Hundred Fifty-Five and 00/100***** DOLLARS

Hidalgo County

MEMO

San Jacinto Estates No. 5

AUTHORIZED SIGNATURE

⑈003269⑈ ⑆114921415⑆ ⑈0140010157⑈

HIDALGO COUNTY PLANNING DEPARTMENT

○ UTILITY CERTIFICATE REVIEW FEE
Acct # - 1100-341-30-210-003-0-000
Permit No. _____

TOTAL

○ SUBDIVISION FEES
Acct # - 1100-341-30-210-001-0-000
Filing/Review Fee _____
2% Inspection Fee _____
Maps _____
Subd. Rules Book _____
Other 055F PERMITS

TOTAL 3,356.00

○ ESCROW
Acct # - 1100-211-00-000-018-0-000
1/3 Paving _____
Septic Tank - 3,355.00
Other _____

TOTAL 3,355.00

Date JUNE 16 2009

Received of: SAN JACINTO ENTERPRISES, LLC \$ 3,355.00

THREE THOUSANDS THREE HUNDRED AND FIFTY FIVE ⁰⁰/₁₀₀ Dollars

Subdivision: SAN JACINTO ESTATES No. 5

Cash _____ Check # 3269 M.O. # _____

Received by: Jae



THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2
RECEIPT
Nº 60829 -2

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001



Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo



Hidalgo County Health and Human Services Department

1304 S. 25th Ave. • Edinburg, Texas 78539
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

October 13, 2009

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25 Th St.
Edinburg, TX 78539

RE: SAN JACINTO ESTATES NO. 5

Dear Mr. Sesin:

According to our records **12** of the septic tank systems for **SAN JACINTO ESTATES NO. 5** a **61** lot subdivision, located on **MILE 13 ½ AND MILE 4 WEST**, have been installed . They have been inspected and can be expected to function satisfactory.

Sincerely,

Maria Guzman,
Permit Clerk



Raul E. Segin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

TO: JUDGE JUAN D. SALINAS, III
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SEGIN, P.E., PLANNING ADMINISTRATOR

DATE: OCTOBER 14, 2009

RE: LOS NOVILLOS SUBDIVISION – PCT. 4

ON OCTOBER 11, 2005, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF THIRTY EIGHT (38) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF \$3,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF THREE (3) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT FIVE (5) SEPTIC TANK SYSTEMS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO A REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF \$3,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	\$ 38,000.00
1 ST REIMBURSEMENT	\$ 1,000.00
2 ND REIMBURSEMENT	\$ 1,000.00
3 RD REIMBURSEMENT	\$ 3,000.00
 BALANCE REMAINING	 \$ 33,000.00



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator



HIDALGO COUNTY PLANNING DEPARTMENT

Nº 155570

Official Receipt for Fees

Sept. 27, 2005

RECEIVED OF: KCJC Real Estate Partnership \$ 38,000.00
Thirty Eight Thousand and 00/100 DOLLARS

SUBDIVISION: Los Villillos DEVELOPER Jose L. Guerra

COST OF PAVING _____ COST OF DRAINAGE _____ PCT. _____

FLOODPLAIN ADM. 1100-341-30-210-002-0-000		
Other		
Total		

SUBDIVISION FEES 1100-341-30-210-001-0-000		
Filing/Review Fee		
2% Inspection Fee		
Maps		
Subd. Rules Book		
Other		
Total		

ESCROWS	
1/3 Paving	Acct#
Septic Tanks	<u>05-1100-211-00-000-018-0-000</u>
<u>38 Tanks</u>	<u>38,000.00</u>
Other	
Total	<u>38,000.00</u>

M.O. ☐ ☐
CHECK ☒ 1038 CASH ☐

Jose D. Carrasco
PREPARED BY:

Auditor's Form - ECPD 0001: Rev. 6-04

KCJC REAL ESTATE PARTNERSHIP P.O. BOX 4424 MC ALLEN, TX 78501-4424		88-1762 -1149 6001853320	1038
PAY TO THE ORDER OF <u>Hidalgo Co. Planning</u>		DATE <u>9/26/05</u>	
<u>Thirty Eight Thousand and 00/100</u>		\$ <u>38,000.00</u>	
DOLLARS			
IBC International Bank of Commerce McAllen Branch (956) 994-9104			
MEMO <u>LOS Villillos Subd. Escrow</u>			
114917623160018533201038			



Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo



Hidalgo County Health and Human Services Department

1304 S. 25th Ave. • Edinburg, Texas 78539
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

October 14, 2009

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25 Th St.
Edinburg, TX 78539

RE: LOS NOVILLOS

Dear Mr. Sesin:

According to our records (**FIVE**) of the septic tank systems for **LOS NOVILLOS** a 37 lot subdivision, located on **HWY. 281 AND MILLER ROAD**, have been installed . They have been inspected and can be expected to function satisfactory.

Sincerely,

Maria Guzman,
Permit Clerk

AI-17991

16.A.

**WIC- Contract
CC REGULAR**

Date: 10/20/2009
Submitted By: Margarita Gonzalez, WIC
Submitted For: Norma L. Longoria, WIC Director
Department: WIC
Agenda Category: WIC

Information

CAPTION

1. Approval of contract between the DSHS and Hidalgo County for the provision of WIC Services from October 1, 2009 to September 30, 2010 in the amount of \$10,107,089.00.
2. Approval of certification of revenues as certified by the Co. Auditor for the WIC program.
3. Approval to amend (increase) the 2010 WIC Grant Program budget in the amount of \$71,784.45.

BACKGROUND

REF: AI-17638 10/6/09, funding previously appropriated was based on County Auditors projection.
State Contract forwarded to Budget Office

Fiscal Impact

Attachments

Link: [Certification of revenues](#)

Link: [contrat](#)

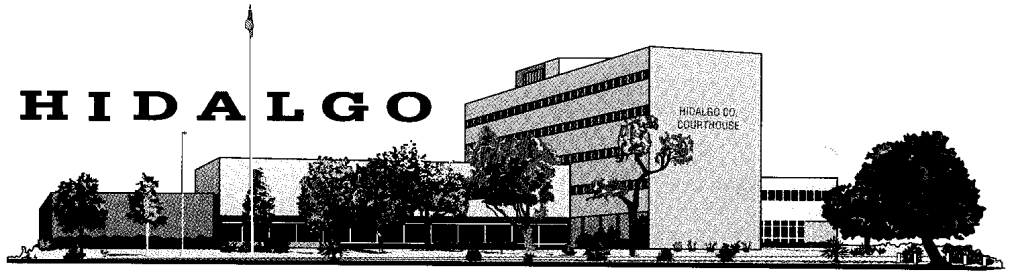
Link: [Appropriation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/14/2009 10:40 AM	APRV
2	Erika Zamora	Erika Zamora	10/16/2009 10:07 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/16/2009 01:59 PM	APRV
4	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Margarita Gonzalez
Started On: 10/13/2009 09:27 AM
Final Approval Date: 10/16/2009

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

October 14, 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:

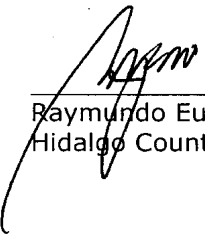
Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

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 Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award in the amount of \$10,107,089.00 from the Department of State Health Service (DSHS) for the WIC Program grant. Previously, on October 5, 2009, I certified \$10,035,304.55 based on the FY2010 base rate per participant and FY2009 participants. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
\$71,784.45	WIC Program

CERTIFIED BY:


Raymundo Eufrazio, CPA
Hidalgo County Auditor

10/14/09
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.

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2010-033266 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH AND HUMAN SERVICES WIC PROGRAM (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 \$10,107,089.00, 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 10/01/2009 and ends on 09/30/2010. 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:

2010-033266-001 NSS-WIC LOCAL AGENCY-NOIMM
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), and
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. Exhibits

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

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

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

Name: HIDALGO COUNTY

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

Vendor Identification Number: 17460007176060

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

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

DEPARTMENT OF STATE HEALTH SERVICES

HIDALGO COUNTY HEALTH AND HUMAN
SERVICES WIC PROGRAM

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date

David L. Lakey, M.D.

Printed Name and Title

Commissioner

Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

City, State, Zip

512.458.7375

Telephone Number

david.lakey@dshs.state.tx.us

E-mail Address for Official Correspondence

CONTRACT NO. 2010-033266
PROGRAM ATTACHMENT NO.001
PURCHASE ORDER NO. 0000355097

CONTRACTOR: HIDALGO COUNTY HEALTH AND HUMAN SERVICES WIC
PROGRAM

DSHS PROGRAM NSS-WIC LOCAL AGENCY-NOIMM

TERM: 10/01/2009 THRU: 09/30/2010

SECTION I. STATEMENT OF WORK:

Contractor shall administer the Department of State Health Services (DSHS) Special Supplemental Nutrition Program for Women, Infant, and Children (WIC) to provide supplemental food instruments, nutrition education, and counseling to enhance good health care at no cost to low-income pregnant and postpartum women, infants and children identified to be at nutritional risk. Contractor shall:

- A. Perform professional, administrative and clerical services necessary to determine eligibility, provide food instruments, and provide appropriate nutrition education and counseling to qualified women, infants and children in a specified geographic area. Contractor shall ensure adequate staff coverage and uninterrupted delivery of services. Services shall be performed according to the statutes, rules, policies, and directives of DSHS Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) and/or as directed by the United States Department of Agriculture (USDA) as referenced in this Program Attachment. During the term of this Program Attachment, USDA may issue regulations, instructions, policies and/or directives, which may be incorporated into the DSHS WIC Program Policy and Procedures Manual and program rules.
- B. Provide services in the authorized geographic service area(s) described in Contractor's application and agreed to by DSHS. Contractor may change the authorized geographic service area(s) with written approval from DSHS. If DSHS does not approve Contractor's proposed change of geographic service area(s), Contractor may terminate this Program Attachment with at least thirty (30) days written notice.
- C. Assist DSHS or USDA in the collection of data that will identify benefits of this nutrition intervention program and furnish financial, health, nutrition education and any other special reports in a timely manner as required by DSHS WIC Program's written rules and policies for the compilation of such data.
- D. Determine eligibility of applicants through assessment of their categorical income, residence and nutritional status, and provide nutrition education and counseling to eligible participants.

- E. Appoint a Contractor WIC Director/Supervisor.
- F. Train Contractor's Local Agency staff.
- G. Submit the following reports/plans by the due date:
 - 1. Monthly Incentive Funding Summary Report by the 15th day of the following month;
 - 2. WIC Local Agency Performance Measure Report by the 15th day of the following month; and
 - 3. WIC Information System Environment (WISE) Cost Report by April 30, 2010.
- H. Conduct outreach to potential participants.
- I. Complete surveys as requested.
- J. Within ten days of receiving a DSHS request for a Vendor Evaluation, Contractor shall contact vendor applicant to set up an appointment to conduct the evaluation. Contractor shall conduct on-site evaluation, completing WIC Vendor Evaluation Forms and fax/return forms to the DSHS no later than one business day after the on-site evaluation.
- K. Determine participants' access to health care, medical care and other human services, and make appropriate referrals. Contractor shall have a system in place to provide participants with appropriate health services or make appropriate referrals to health care providers under written agreements that ensure confidentiality of participants' personal information.
- L. Issue pre-numbered food instruments furnished by DSHS to qualified participants who shall use such instruments to obtain specified food items from participating vendors; maintain complete accountability and security of all food instruments received from DSHS. Contractor shall be held financially responsible for all unaccounted for food instruments and/or for the redeemed value of those issued to ineligible participants. In addition, Contractor shall be held financially liable for issuance of infant formula instruments that are not authorized or prescribed according to the WIC Policy and Procedures Manual.
- M. Permit DSHS or its agent to install a Very Small Aperture Terminal (VSAT) at all Contractor WIC clinics and administrative offices using Texas-WIN software on a network or stand alone personal computer. Installation at all Contractor permanent WIC sites is required. VSAT installation for new sites or sites moving from one location to another requires a minimum of 30 days notice.
- N. Connect portable computers (notebook or laptop) that use Texas-WIN software daily to a (VSAT) and transfer data to DSHS. Daily is defined as Monday – Friday and Saturday if

WIC services are provided. Portable computers may go to any of the Contractor's WIC sites for data transfer.

- O. Review the immunization records of WIC Program applicants/participants to ensure that immunizations are current. Make appropriate referrals to health care providers for necessary immunizations.
- P. Offer services during extended hours of operation outside the traditional times of 8:00 a.m. to 5:00 p.m., Monday through Friday, according to the Contractor's Annual Plan of Operations as approved by DSHS and incorporated by reference in this Program Attachment.
- Q. Implement or expand Contractor's Breastfeeding Peer Counseling program to provide training and salary of peer counselors who assist pregnant and breastfeeding WIC participants in normal breastfeeding situations. If Contractor requests participation in the Breast Feeding Peer Counseling program, funding for this activity will be contingent on availability and written approval by DSHS.
- R. Implement special projects according to DSHS-approved plan related to nutrition education, outreach or breastfeeding if project is requested by Contractor and approved by DSHS. Funding for special projects is contingent upon availability and approval in writing by DSHS of the Contractor's plan for the special project.
- S. Implement lactation services for WIC participants who have breastfeeding problems that are beyond the expertise of Contractor's local WIC staff and/or peer counselors using International Board Certified Lactation Consultants or the most qualified equivalent. Lactation services may also include Contractor's Local WIC Agency staff training and the provision of lactation equipment. DSHS will provide written approval of Contractor's plan to use lactation funding. Contractor's plan shall include qualifications of any non-board certified lactation consultant, which is included in the proposal.
- T. Ensure adequate staff coverage and uninterrupted delivery of WIC services if any member of Contractor's staff is approved in writing by DSHS to participate in the DSHS Dietetic Internship program. This internship will consist of no less than 1200 hours of supervised learning experiences in a variety of nutrition-related facilities and will prepare Contractor's selected staff member to better meet the needs of WIC participants.
- U. Stock DSHS-provided manual pumps, single-user and multi-user electric breast pumps and collection kits and distribute the appropriate pumps and/or kits to eligible WIC participants.
- V. Implement or expand Contractor's use of a Registered Dietitian (RD) who is registered with the Commission on Dietetic Registration to provide for Contractor that include, or not limited to: assistance with quality assurance, staff training, assistance with the Annual Nutrition Education and Breastfeeding plan, individual counseling for high-risk participants, and facilitated discussion classes.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect on the beginning date of this Attachment as amended, including, but not limited to:

1. Uniform Federal Assistance Regulations, 7 CFR Parts 15, 15a, 15b, 246, 248, 3016, 3017 and 3018;
2. WIC Program and Farmers' Market Nutrition Program Rules, 25 Texas Administrative Code, §§ 31.11-31.37; and
3. Child Nutrition Act of 1966, as amended, 42 USC 1786.

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

1. DSHS Standards for Public Health Clinic Services, revised January 31, 2004;
2. USDA Food and Nutrition Service (FNS) Guidelines;
3. USDA FNS Instructions issued under the FNS Directives Management System; and
4. Current WIC Policy and Procedures Manual.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), Contractor shall inform DSHS, in writing, if it shall not continue performance under this Program Attachment in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

All activities related to WIC, including timeframes, budget, and any revisions shall be approved by DSHS.

SECTION II. PERFORMANCE MEASURES

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract.

Contractor shall ensure:

- 1) An average of 95% of families a quarter who participate in DSHS WIC Program by receiving food instruments shall also receive nutrition education classes or individual counseling services to coincide with food instrument issuance;
- 2) Of all pregnant women who enter DSHS WIC Program, an average of 20% a quarter shall be certified as eligible during the period of the first trimester of their pregnancy;
- 3) An average of 85.5% of clients a quarter who are enrolled in the DSHS WIC Program, excluding dual participants, transfer locked and/or migrant clients, shall participate as food instrument recipients each month (breast-feeding infants are also included in the client count); and

- 4) 98% of participants who indicate during the enrollment process for the DSHS WIC Program that they have no source of health care shall be referred to at least one (1) source of health care at certification of eligibility.

Contractor shall submit the *WIC Local Agency Performance Measure Report* which describes Contractor's efforts towards meeting performance measures. The report shall be in an approved format as provided by DSHS, and shall be completed and submitted to DSHS within fifteen (15) calendar days after the end of each month.

SECTION III. SOLICITATION DOCUMENT: N/A

SECTION IV. RENEWALS: DSHS may renew this contract for one renewal period if funds are available.

SECTION V. PAYMENT METHOD: Cost reimbursement

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and Financial Status Reports (FSR) and submit by electronic mail to DSHS Contract Development and Support Branch at WicVouchers@dshs.state.tx.us

SECTION VII. BUDGET:

SOURCE OF FUNDS: CFDA # 10.557

All categories of costs billed to DSHS WIC Program, and allocation of such costs, shall be in accordance with the "Plan to Allocate Direct Costs" (PADC) submitted by Contractor and approved by the DSHS WIC Program. This document is incorporated herein by reference and made a part of this Program Attachment.

Total reimbursements will not exceed \$10,107,089.00.

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, Compliance and Reporting Article I, Section 1.07, **Statutes and Standards of General Applicability**, is hereby amended to include the following:

Contractor shall comply with all provisions required by implementing the regulations of the Department of Agriculture, 7 CFR Part 246, 248; Department of Justice Guidelines for Enforcement of Title VI, Civil Rights Act of 1964; 28 CFR § 50.3 and 28 CFR Part 42; and Food & Nutrition Service (FNS) directives and guidelines, to the effect that no person will, on the grounds of race, color, national origin, sex, age, or disability be excluded from participation under any program or activity for which Contractor receives

federal financial assistance from FNS; and hereby gives assurance that it shall immediately take measures necessary to implement this Program Attachment.

Contractor shall compile data, maintain records and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA and State of Texas personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. The Department of Agriculture, Food and Nutrition Service (USDA), has the right to seek judicial enforcement if Contractor violates any nondiscrimination laws. This Assurance is binding on Contractor, its successors, transferees, and assignees, as long as they receive assistance or retain possession of any assistance from the Department of Agriculture. The person or persons whose signatures appear on the Core Contract are authorized to sign this Assurance on behalf of Contractor.

Contractor shall comply with all of the requirements of the current WIC Policy and Procedures Manual and Program rules as well as state and federal laws and amendments governing or regulating the WIC Program. A copy of the current WIC Policy and Procedures Manual has been made available to Contractor. The WIC Policy and Procedures Manual, and all revisions made to the WIC Policy and Procedures Manual are incorporated into this Agreement by reference. Contractor has a duty to remain familiar with the contents within the WIC Policy and Procedures Manual.

Contractor is responsible for ensuring that employees or agents acting on behalf of Contractor comply with all of the requirements of the WIC Policy and Procedures Manual, Program rules and all state and federal laws and amendments governing and regulating the WIC Program.

General Provisions, Payment Methods and Restrictions Article IV, Section 4.01, Payment Methods, is hereby modified to include the following paragraphs:

The participant caseload will be assigned by DSHS by giving written notice to Contractor. The participant caseload is subject to change upon written notice to Contractor from DSHS with Contractor's concurrence. Contractor assumes liability for all food costs resulting from Contractor exceeding its assigned caseload. The number of individuals served in excess of assigned caseload are not to be included in the calculation of earned administrative funds as described below.

DSHS will reimburse Contractor for administrative costs incurred when determining eligibility, providing appropriate nutrition education and counseling, issuing food instruments, making participant referrals, vendor evaluation, outreach, start-up costs and general administrative support.

Administrative costs will be reimbursed based on actual costs, but not to exceed the "maximum reimbursement" set out below, based upon the sum of the participants who actually receive food instruments each month plus infants who do not receive any food instruments whose breastfeeding mothers were participants to the extent that the total so

derived does not exceed Contractor's total assigned caseload within any given month. Surplus funds (the amount by which maximum reimbursements exceed actual costs) can be accumulated and carried forward within the Program Attachment term. Surplus encumbered by September 30 shall be billed and vouchers received by DSHS no later than sixty (60) calendar days following the term of the program attachment.

PARTICIPANTS SERVED PER MONTH MAXIMUM REIMBURSEMENT:

During the term of the Program Attachment, Contractor shall earn administrative funds at the rate of \$10.69 for each participant served as defined above.

DSHS may pay for additional goods or services as specified in this Attachment if provided by Contractor during the term of this Attachment (but not otherwise paid during the term of this Attachment) if it is in the best interest of DSHS to do so, and funds are available.

The Contractor will be notified if a change in funding occurs and will have thirty (30) days to provide written notice to the DSHS if it intends to terminate this Program Attachment.

Contractor agrees that:

- (1) Contractor shall identify and document separately not less than 19% of total administrative costs as expenditures directly related to nutrition education and counseling. Nutrition education and counseling expenditures shall be supported by documentation of participant attendance or non-attendance within the DSHS WIC Program.
- (2) DSHS will reimburse Contractor for administrative expenses at a rate not greater than 5.26 times the amount of properly documented expenditures for nutrition education and counseling, but not more than is earned based on actual participation not to exceed Contractor's assigned participant caseload, plus any incentive funds allocated to Contractor by DSHS.
- (3) DSHS will limit (cap) reimbursement of Contractor's indirect costs at twenty (20) percent applied to Contractor's total direct salaries plus benefits reimbursed by DSHS.
- (4) DSHS will identify annually to Contractor an amount of funds that shall be spent for breastfeeding promotion. The allocation of breastfeeding funds to Contractor will be based on Contractor's proportional share of the statewide combined total of pregnant and breastfeeding participants as reported to DSHS WIC Program.
- (5) DSHS WIC Program also reserves the right to withhold a proportionate amount of earned administrative funds when evidence exists that nutrition education and/or

breastfeeding promotion is not being provided by Contractor, or Contractor is not complying with the provisions of USDA and/or DSHS directives.

- (6) DSHS reserves the right to utilize a competitive offering for the award of any future contracts at the end of the term of this Program Attachment.
- (7) DSHS may amend or terminate this Program Attachment if available funds become reduced, depleted, or unavailable during the term of the Program Attachment to the extent that the WIC Program is unable to provide administrative funding at the rate(s) stated in this Program Attachment. DSHS will provide written notification to Contractor of such fact.
- (8) DSHS may pay for additional services as specified in this Program Attachment if provided by Contractor during the term of this Program Attachment (but not otherwise paid during the term of this Program Attachment) if it is in the best interest of DSHS and DSHS WIC Program to do so. If Contractor exceeds the amount of earned administrative funds as stated above, Contractor shall continue to bill DSHS for the services provided. If additional funds become available at a later date for the provision of these services, DSHS WIC Program may pay Contractor a share of these funds.
- (9) DSHS may provide incentives to Contractor's Local WIC Agencies for participants who are provided WIC services outside the normal traditional hours to the extent that federal funding is available.
- (10) During the term of this Program Attachment, DSHS may adjust the base reimbursement rate as defined in this Program Attachment if it is in the best interest of DSHS and the DSHS WIC Program and if administrative WIC Grant funds change.

Contractor shall indicate separately on the face of the claim for reimbursement (State of Texas Purchase Voucher, Form B-13) the costs associated with nutrition education, breast-feeding, and other administrative costs.

General Provisions, **Payment Methods and Restrictions** Article IV, Section 4.04, **Working Capital Advance**, is not applicable to this Program Attachment. However, Contractor will be allowed the option of receiving a two (2) month cash advance in accordance with WIC Program Policy and Procedures.

General Provisions, **Records Retention** Article VIII, Section 8.01, **Retention** shall be replaced with the following:

Recordkeeping requirements. Contractor shall maintain full and complete records concerning Program operations. Such records shall comply with 7 CFR Part 3016 and the following requirements:

- (1) Records shall include, but not be limited to, information pertaining to financial operations, food delivery systems, food instrument issuance and redemption, equipment purchases and inventory, certification, nutrition education, civil rights and fair hearing procedures.
- (2) All records shall be retained for a minimum of three years following the date of submission of the final expenditure report for the period to which the report pertains. If any litigation, claim, negotiation, audit or other action involving the records has been started before the end of the three-year period, the records shall be kept until all issues are resolved, or until the end of the regular three-year period, whichever is later. If USDA deems any of the WIC program records to be of historical interest, it may require DSHS or the Contractor to forward such records to the USDA whenever either entity is disposing of them.
- (3) Records for nonexpendable property acquired in whole or in part with WIC program funds shall be retained for three years after its final disposition.
- (4) All records shall be available during normal business hours for representatives of the USDA, DSHS and the Comptroller General of the United States to inspect, audit, and copy. Any reports or other documents resulting from the examination of such records that are publicly released may not include confidential applicant or participant information.

General Provisions, Notice Requirements Article X, Section 10.01, Child Abuse Reporting Requirement, is hereby amended to include the following:

If Contractor chooses to interview a client to determine if an affirmative defense to prosecution exists, as **defined by DSHS**, which would allow them under the DSHS policy to not make a report of child abuse, the Contractor shall conduct these interviews in the following manner:

- For ineligible clients, the interview shall be conducted after the entire WIC visit is done. For eligible clients, the interview may occur at the point in time when all WIC activities, including communication of eligibility and individual counseling, are completed with the exception of food instrument issuance.
- The interview shall be conducted only by a competent authority or a supervisor and in a confidential setting.
- Prior to asking the client any questions, the interviewer shall inform the client that the questions have no bearing on the client's WIC eligibility and receipt of services.

General Provisions, General Business Operations of Contractor Article XII, Section 12.02, Management and Control Systems, Item a, regarding internal budgeting and Item c, regarding billing, collection, and fee schedules are not applicable to this Program Attachment.

General Provisions, General Business Operations of Contractor Article XII, Section 12.06, Overtime Compensation, is not applicable to this Program Attachment.

General Provisions, **General Business Operations of Contractor** Article XII, the last three sentences of Section 12.20, **Equipment (including Controlled Assets) Purchases**, are not applicable to this Program Attachment.

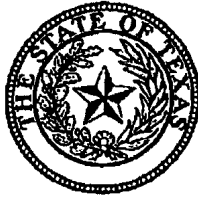
General Provisions, **General Business Operations of Contractor** Article XII, Section 12.23, **Property Inventory and Protection of Assets**, is amended to include the following:

Contractor shall also maintain an inventory of equipment and designated reportable assets placed in the custody of the Contractor by DSHS. Contractor shall submit an annual cumulative report to DSHS Property Management Group in a format and upon a delivery date designated by DSHS. Contractor shall administer a program of maintenance, repair and protection of assets under this Contract so as to assure their full availability and usefulness. In the event Contractor is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this Contract, it shall use the proceeds to repair or replace said assets.

General Provisions, **General Business Operations of Contractor** Article XII, Section 12.26, **Property Acquisitions**, is not applicable to this Program Attachment.

General Provisions, **General Terms** Article XIII, Section 13.15, **Amendment**, shall be replaced with the following:

Parties agree that the Department may unilaterally reduce funds pursuant to the terms of this Contract without the written agreement of Contractor. All other amendments to this contract must be in writing through letters of amendment. By signing this Contract, Contractor agrees to abide by all letters of revisions to the Contract.



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

2010-033266

Application or Contract Number

HIDALGO COUNTY HEALTH AND
HUMAN SERVICES WIC PROGRAM

Organization Name

CONTRACT NO. 2010-033266
PROGRAM ATTACHMENT NO.001
PURCHASE ORDER NO. 0000355097

CONTRACTOR: HIDALGO COUNTY HEALTH AND HUMAN SERVICES WIC
PROGRAM

DSHS PROGRAM NSS-WIC LOCAL AGENCY-NOIMM

TERM: 10/01/2009 THRU: 09/30/2010

SECTION I. STATEMENT OF WORK:

Contractor shall administer the Department of State Health Services (DSHS) Special Supplemental Nutrition Program for Women, Infant, and Children (WIC) to provide supplemental food instruments, nutrition education, and counseling to enhance good health care at no cost to low-income pregnant and postpartum women, infants and children identified to be at nutritional risk. Contractor shall:

- A. Perform professional, administrative and clerical services necessary to determine eligibility, provide food instruments, and provide appropriate nutrition education and counseling to qualified women, infants and children in a specified geographic area. Contractor shall ensure adequate staff coverage and uninterrupted delivery of services. Services shall be performed according to the statutes, rules, policies, and directives of DSHS Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) and/or as directed by the United States Department of Agriculture (USDA) as referenced in this Program Attachment. During the term of this Program Attachment, USDA may issue regulations, instructions, policies and/or directives, which may be incorporated into the DSHS WIC Program Policy and Procedures Manual and program rules.
- B. Provide services in the authorized geographic service area(s) described in Contractor's application and agreed to by DSHS. Contractor may change the authorized geographic service area(s) with written approval from DSHS. If DSHS does not approve Contractor's proposed change of geographic service area(s), Contractor may terminate this Program Attachment with at least thirty (30) days written notice.
- C. Assist DSHS or USDA in the collection of data that will identify benefits of this nutrition intervention program and furnish financial, health, nutrition education and any other special reports in a timely manner as required by DSHS WIC Program's written rules and policies for the compilation of such data.
- D. Determine eligibility of applicants through assessment of their categorical income, residence and nutritional status, and provide nutrition education and counseling to eligible participants.

- E. Appoint a Contractor WIC Director/Supervisor.
- F. Train Contractor's Local Agency staff.
- G. Submit the following reports/plans by the due date:
 - 1. Monthly Incentive Funding Summary Report by the 15th day of the following month;
 - 2. WIC Local Agency Performance Measure Report by the 15th day of the following month; and
 - 3. WIC Information System Environment (WISE) Cost Report by April 30, 2010.
- H. Conduct outreach to potential participants.
- I. Complete surveys as requested.
- J. Within ten days of receiving a DSHS request for a Vendor Evaluation, Contractor shall contact vendor applicant to set up an appointment to conduct the evaluation. Contractor shall conduct on-site evaluation, completing WIC Vendor Evaluation Forms and fax/return forms to the DSHS no later than one business day after the on-site evaluation.
- K. Determine participants' access to health care, medical care and other human services, and make appropriate referrals. Contractor shall have a system in place to provide participants with appropriate health services or make appropriate referrals to health care providers under written agreements that ensure confidentiality of participants' personal information.
- L. Issue pre-numbered food instruments furnished by DSHS to qualified participants who shall use such instruments to obtain specified food items from participating vendors; maintain complete accountability and security of all food instruments received from DSHS. Contractor shall be held financially responsible for all unaccounted for food instruments and/or for the redeemed value of those issued to ineligible participants. In addition, Contractor shall be held financially liable for issuance of infant formula instruments that are not authorized or prescribed according to the WIC Policy and Procedures Manual.
- M. Permit DSHS or its agent to install a Very Small Aperture Terminal (VSAT) at all Contractor WIC clinics and administrative offices using Texas-WIN software on a network or stand alone personal computer. Installation at all Contractor permanent WIC sites is required. VSAT installation for new sites or sites moving from one location to another requires a minimum of 30 days notice.
- N. Connect portable computers (notebook or laptop) that use Texas-WIN software daily to a (VSAT) and transfer data to DSHS. Daily is defined as Monday – Friday and Saturday if

WIC services are provided. Portable computers may go to any of the Contractor's WIC sites for data transfer.

- O. Review the immunization records of WIC Program applicants/participants to ensure that immunizations are current. Make appropriate referrals to health care providers for necessary immunizations.
- P. Offer services during extended hours of operation outside the traditional times of 8:00 a.m. to 5:00 p.m., Monday through Friday, according to the Contractor's Annual Plan of Operations as approved by DSHS and incorporated by reference in this Program Attachment.
- Q. Implement or expand Contractor's Breastfeeding Peer Counseling program to provide training and salary of peer counselors who assist pregnant and breastfeeding WIC participants in normal breastfeeding situations. If Contractor requests participation in the Breast Feeding Peer Counseling program, funding for this activity will be contingent on availability and written approval by DSHS.
- R. Implement special projects according to DSHS-approved plan related to nutrition education, outreach or breastfeeding if project is requested by Contractor and approved by DSHS. Funding for special projects is contingent upon availability and approval in writing by DSHS of the Contractor's plan for the special project.
- S. Implement lactation services for WIC participants who have breastfeeding problems that are beyond the expertise of Contractor's local WIC staff and/or peer counselors using International Board Certified Lactation Consultants or the most qualified equivalent. Lactation services may also include Contractor's Local WIC Agency staff training and the provision of lactation equipment. DSHS will provide written approval of Contractor's plan to use lactation funding. Contractor's plan shall include qualifications of any non-board certified lactation consultant, which is included in the proposal.
- T. Ensure adequate staff coverage and uninterrupted delivery of WIC services if any member of Contractor's staff is approved in writing by DSHS to participate in the DSHS Dietetic Internship program. This internship will consist of no less than 1200 hours of supervised learning experiences in a variety of nutrition-related facilities and will prepare Contractor's selected staff member to better meet the needs of WIC participants.
- U. Stock DSHS-provided manual pumps, single-user and multi-user electric breast pumps and collection kits and distribute the appropriate pumps and/or kits to eligible WIC participants.
- V. Implement or expand Contractor's use of a Registered Dietitian (RD) who is registered with the Commission on Dietetic Registration to provide for Contractor that include, or not limited to: assistance with quality assurance, staff training, assistance with the Annual Nutrition Education and Breastfeeding plan, individual counseling for high-risk participants, and facilitated discussion classes.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect on the beginning date of this Attachment as amended, including, but not limited to:

1. Uniform Federal Assistance Regulations, 7 CFR Parts 15, 15a, 15b, 246, 248, 3016, 3017 and 3018;
2. WIC Program and Farmers' Market Nutrition Program Rules, 25 Texas Administrative Code, §§ 31.11-31.37; and
3. Child Nutrition Act of 1966, as amended, 42 USC 1786.

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

1. DSHS Standards for Public Health Clinic Services, revised January 31, 2004;
2. USDA Food and Nutrition Service (FNS) Guidelines;
3. USDA FNS Instructions issued under the FNS Directives Management System; and
4. Current WIC Policy and Procedures Manual.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), Contractor shall inform DSHS, in writing, if it shall not continue performance under this Program Attachment in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

All activities related to WIC, including timeframes, budget, and any revisions shall be approved by DSHS.

SECTION II. PERFORMANCE MEASURES

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract.

Contractor shall ensure:

- 1) An average of 95% of families a quarter who participate in DSHS WIC Program by receiving food instruments shall also receive nutrition education classes or individual counseling services to coincide with food instrument issuance;
- 2) Of all pregnant women who enter DSHS WIC Program, an average of 20% a quarter shall be certified as eligible during the period of the first trimester of their pregnancy;
- 3) An average of 85.5% of clients a quarter who are enrolled in the DSHS WIC Program, excluding dual participants, transfer locked and/or migrant clients, shall participate as food instrument recipients each month (breast-feeding infants are also included in the client count); and

- 4) 98% of participants who indicate during the enrollment process for the DSHS WIC Program that they have no source of health care shall be referred to at least one (1) source of health care at certification of eligibility.

Contractor shall submit the *WIC Local Agency Performance Measure Report* which describes Contractor's efforts towards meeting performance measures. The report shall be in an approved format as provided by DSHS, and shall be completed and submitted to DSHS within fifteen (15) calendar days after the end of each month.

SECTION III. SOLICITATION DOCUMENT: N/A

SECTION IV. RENEWALS: DSHS may renew this contract for one renewal period if funds are available.

SECTION V. PAYMENT METHOD: Cost reimbursement

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and Financial Status Reports (FSR) and submit by electronic mail to DSHS Contract Development and Support Branch at WicVouchers@dshs.state.tx.us

SECTION VII. BUDGET:

SOURCE OF FUNDS: CFDA # 10.557

All categories of costs billed to DSHS WIC Program, and allocation of such costs, shall be in accordance with the "Plan to Allocate Direct Costs" (PADC) submitted by Contractor and approved by the DSHS WIC Program. This document is incorporated herein by reference and made a part of this Program Attachment.

Total reimbursements will not exceed \$10,107,089.00.

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, Compliance and Reporting Article I, Section 1.07, Statutes and Standards of General Applicability, is hereby amended to include the following:

Contractor shall comply with all provisions required by implementing the regulations of the Department of Agriculture, 7 CFR Part 246, 248; Department of Justice Guidelines for Enforcement of Title VI, Civil Rights Act of 1964; 28 CFR § 50.3 and 28 CFR Part 42; and Food & Nutrition Service (FNS) directives and guidelines, to the effect that no person will, on the grounds of race, color, national origin, sex, age, or disability be excluded from participation under any program or activity for which Contractor receives

federal financial assistance from FNS; and hereby gives assurance that it shall immediately take measures necessary to implement this Program Attachment.

Contractor shall compile data, maintain records and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA and State of Texas personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. The Department of Agriculture, Food and Nutrition Service (USDA), has the right to seek judicial enforcement if Contractor violates any nondiscrimination laws. This Assurance is binding on Contractor, its successors, transferees, and assignees, as long as they receive assistance or retain possession of any assistance from the Department of Agriculture. The person or persons whose signatures appear on the Core Contract are authorized to sign this Assurance on behalf of Contractor.

Contractor shall comply with all of the requirements of the current WIC Policy and Procedures Manual and Program rules as well as state and federal laws and amendments governing or regulating the WIC Program. A copy of the current WIC Policy and Procedures Manual has been made available to Contractor. The WIC Policy and Procedures Manual, and all revisions made to the WIC Policy and Procedures Manual are incorporated into this Agreement by reference. Contractor has a duty to remain familiar with the contents within the WIC Policy and Procedures Manual.

Contractor is responsible for ensuring that employees or agents acting on behalf of Contractor comply with all of the requirements of the WIC Policy and Procedures Manual, Program rules and all state and federal laws and amendments governing and regulating the WIC Program.

General Provisions, Payment Methods and Restrictions Article IV, Section 4.01, Payment Methods, is hereby modified to include the following paragraphs:

The participant caseload will be assigned by DSHS by giving written notice to Contractor. The participant caseload is subject to change upon written notice to Contractor from DSHS with Contractor's concurrence. Contractor assumes liability for all food costs resulting from Contractor exceeding its assigned caseload. The number of individuals served in excess of assigned caseload are not to be included in the calculation of earned administrative funds as described below.

DSHS will reimburse Contractor for administrative costs incurred when determining eligibility, providing appropriate nutrition education and counseling, issuing food instruments, making participant referrals, vendor evaluation, outreach, start-up costs and general administrative support.

Administrative costs will be reimbursed based on actual costs, but not to exceed the "maximum reimbursement" set out below, based upon the sum of the participants who actually receive food instruments each month plus infants who do not receive any food instruments whose breastfeeding mothers were participants to the extent that the total so

derived does not exceed Contractor's total assigned caseload within any given month. Surplus funds (the amount by which maximum reimbursements exceed actual costs) can be accumulated and carried forward within the Program Attachment term. Surplus encumbered by September 30 shall be billed and vouchers received by DSHS no later than sixty (60) calendar days following the term of the program attachment.

PARTICIPANTS SERVED PER MONTH MAXIMUM REIMBURSEMENT:

During the term of the Program Attachment, Contractor shall earn administrative funds at the rate of \$10.69 for each participant served as defined above.

DSHS may pay for additional goods or services as specified in this Attachment if provided by Contractor during the term of this Attachment (but not otherwise paid during the term of this Attachment) if it is in the best interest of DSHS to do so, and funds are available.

The Contractor will be notified if a change in funding occurs and will have thirty (30) days to provide written notice to the DSHS if it intends to terminate this Program Attachment.

Contractor agrees that:

- (1) Contractor shall identify and document separately not less than 19% of total administrative costs as expenditures directly related to nutrition education and counseling. Nutrition education and counseling expenditures shall be supported by documentation of participant attendance or non-attendance within the DSHS WIC Program.
- (2) DSHS will reimburse Contractor for administrative expenses at a rate not greater than 5.26 times the amount of properly documented expenditures for nutrition education and counseling, but not more than is earned based on actual participation not to exceed Contractor's assigned participant caseload, plus any incentive funds allocated to Contractor by DSHS.
- (3) DSHS will limit (cap) reimbursement of Contractor's indirect costs at twenty (20) percent applied to Contractor's total direct salaries plus benefits reimbursed by DSHS.
- (4) DSHS will identify annually to Contractor an amount of funds that shall be spent for breastfeeding promotion. The allocation of breastfeeding funds to Contractor will be based on Contractor's proportional share of the statewide combined total of pregnant and breastfeeding participants as reported to DSHS WIC Program.
- (5) DSHS WIC Program also reserves the right to withhold a proportionate amount of earned administrative funds when evidence exists that nutrition education and/or

breastfeeding promotion is not being provided by Contractor, or Contractor is not complying with the provisions of USDA and/or DSHS directives.

- (6) DSHS reserves the right to utilize a competitive offering for the award of any future contracts at the end of the term of this Program Attachment.
- (7) DSHS may amend or terminate this Program Attachment if available funds become reduced, depleted, or unavailable during the term of the Program Attachment to the extent that the WIC Program is unable to provide administrative funding at the rate(s) stated in this Program Attachment. DSHS will provide written notification to Contractor of such fact.
- (8) DSHS may pay for additional services as specified in this Program Attachment if provided by Contractor during the term of this Program Attachment (but not otherwise paid during the term of this Program Attachment) if it is in the best interest of DSHS and DSHS WIC Program to do so. If Contractor exceeds the amount of earned administrative funds as stated above, Contractor shall continue to bill DSHS for the services provided. If additional funds become available at a later date for the provision of these services, DSHS WIC Program may pay Contractor a share of these funds.
- (9) DSHS may provide incentives to Contractor's Local WIC Agencies for participants who are provided WIC services outside the normal traditional hours to the extent that federal funding is available.
- (10) During the term of this Program Attachment, DSHS may adjust the base reimbursement rate as defined in this Program Attachment if it is in the best interest of DSHS and the DSHS WIC Program and if administrative WIC Grant funds change.

Contractor shall indicate separately on the face of the claim for reimbursement (State of Texas Purchase Voucher, Form B-13) the costs associated with nutrition education, breast-feeding, and other administrative costs.

General Provisions, **Payment Methods and Restrictions** Article IV, Section 4.04, **Working Capital Advance**, is not applicable to this Program Attachment. However, Contractor will be allowed the option of receiving a two (2) month cash advance in accordance with WIC Program Policy and Procedures.

General Provisions, **Records Retention** Article VIII, Section 8.01, **Retention** shall be replaced with the following:

Recordkeeping requirements. Contractor shall maintain full and complete records concerning Program operations. Such records shall comply with 7 CFR Part 3016 and the following requirements:

- (1) Records shall include, but not be limited to, information pertaining to financial operations, food delivery systems, food instrument issuance and redemption, equipment purchases and inventory, certification, nutrition education, civil rights and fair hearing procedures.
- (2) All records shall be retained for a minimum of three years following the date of submission of the final expenditure report for the period to which the report pertains. If any litigation, claim, negotiation, audit or other action involving the records has been started before the end of the three-year period, the records shall be kept until all issues are resolved, or until the end of the regular three-year period, whichever is later. If USDA deems any of the WIC program records to be of historical interest, it may require DSHS or the Contractor to forward such records to the USDA whenever either entity is disposing of them.
- (3) Records for nonexpendable property acquired in whole or in part with WIC program funds shall be retained for three years after its final disposition.
- (4) All records shall be available during normal business hours for representatives of the USDA, DSHS and the Comptroller General of the United States to inspect, audit, and copy. Any reports or other documents resulting from the examination of such records that are publicly released may not include confidential applicant or participant information.

General Provisions, Notice Requirements Article X, Section 10.01, Child Abuse Reporting Requirement, is hereby amended to include the following:

If Contractor chooses to interview a client to determine if an affirmative defense to prosecution exists, as defined by DSHS, which would allow them under the DSHS policy to not make a report of child abuse, the Contractor shall conduct these interviews in the following manner:

- For ineligible clients, the interview shall be conducted after the entire WIC visit is done. For eligible clients, the interview may occur at the point in time when all WIC activities, including communication of eligibility and individual counseling, are completed with the exception of food instrument issuance.
- The interview shall be conducted only by a competent authority or a supervisor and in a confidential setting.
- Prior to asking the client any questions, the interviewer shall inform the client that the questions have no bearing on the client's WIC eligibility and receipt of services.

General Provisions, General Business Operations of Contactor Article XII, Section 12.02, Management and Control Systems, Item a, regarding internal budgeting and Item c, regarding billing, collection, and fee schedules are not applicable to this Program Attachment.

General Provisions, General Business Operations of Contractor Article XII, Section 12.06, Overtime Compensation, is not applicable to this Program Attachment.

General Provisions, General Business Operations of Contractor Article XII, the last three sentences of Section 12.20, Equipment (including Controlled Assets) Purchases, are not applicable to this Program Attachment.

General Provisions, General Business Operations of Contractor Article XII, Section 12.23, Property Inventory and Protection of Assets, is amended to include the following:

Contractor shall also maintain an inventory of equipment and designated reportable assets placed in the custody of the Contractor by DSHS. Contractor shall submit an annual cumulative report to DSHS Property Management Group in a format and upon a delivery date designated by DSHS. Contractor shall administer a program of maintenance, repair and protection of assets under this Contract so as to assure their full availability and usefulness. In the event Contractor is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this Contract, it shall use the proceeds to repair or replace said assets.

General Provisions, General Business Operations of Contractor Article XII, Section 12.26, Property Acquisitions, is not applicable to this Program Attachment.

General Provisions, General Terms Article XIII, Section 13.15, Amendment, shall be replaced with the following:

Parties agree that the Department may unilaterally reduce funds pursuant to the terms of this Contract without the written agreement of Contractor. All other amendments to this contract must be in writing through letters of amendment. By signing this Contract, Contractor agrees to abide by all letters of revisions to the Contract.

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2010-033266 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH AND HUMAN SERVICES WIC PROGRAM (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 \$10,107,089.00, 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 10/01/2009 and ends on 09/30/2010. 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:

2010-033266-001 NSS-WIC LOCAL AGENCY-NOIMM
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), and
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. Exhibits

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

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

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

Name: HIDALGO COUNTY

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

Vendor Identification Number: 17460007176060

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

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

DEPARTMENT OF STATE HEALTH SERVICES

HIDALGO COUNTY HEALTH AND HUMAN
SERVICES WIC PROGRAM

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date

David L. Lakey, M.D.

Printed Name and Title

Commissioner

Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

City, State, Zip

512.458.7375

Telephone Number

david.lakey@dshs.state.tx.us

E-mail Address for Official Correspondence



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

2010-033266

Application or Contract Number

HIDALGO COUNTY HEALTH AND
HUMAN SERVICES WIC PROGRAM

Organization Name

**Fiscal Year 2010 Department of State Health Services Contract
General Provisions
(Core/Subrecipient)**

Table of Contents

ARTICLE I	COMPLIANCE AND REPORTING	1
Section 1.01	Compliance with Statutes and Rules.....	1
Section 1.02	Compliance with Requirements of Solicitation Document	1
Section 1.03	Reporting.	1
Section 1.04	Client Financial Eligibility	1
Section 1.05	Applicable Contracts Law and Venue for Disputes.....	1
Section 1.06	Applicable Laws and Regulations Regarding Funding Sources.....	1
Section 1.07	Statutes and Standards of General Applicability.....	2
Section 1.08	Applicability of General Provisions to Interagency and Interlocal Contracts	4
Section 1.09	Civil Rights Policies and Complaints	5
Section 1.10	Licenses, Certifications, Permits, Registrations and Approvals.....	5
ARTICLE II	SERVICES.....	6
Section 2.01	Education to Persons in Residential Facilities.....	6
Section 2.02	Disaster Services.....	6
Section 2.03	Consent to Medical Care of a Minor	6
Section 2.04	Telemedicine Medical Services	6
Section 2.05	Fees for Personal Health Services.....	7
Section 2.06	Cost Effective Purchasing of Medications	7
Section 2.07	Services and Information for Persons with Limited English Proficiency.....	7
ARTICLE III	FUNDING	7
Section 3.01	Debt to State and Corporate Status.....	7
Section 3.02	Application of Payment Due	8
Section 3.03	Use of Funds.	8
Section 3.04	Use for Match Prohibited..	8
Section 3.05	Program Income.....	8
Section 3.06	Nonsupplanting	8
ARTICLE IV	PAYMENT METHODS AND RESTRICTIONS	8
Section 4.01	Payment Methods.....	8
Section 4.02	Billing Submission.....	9
Section 4.03	Final Billing Submission.....	9
Section 4.04	Working Capital Advance.....	9
Section 4.05	Financial Status Reports (FSRs).....	9
Section 4.06	Third Party Payors	9
ARTICLE V	TERMS AND CONDITIONS OF PAYMENT	10
Section 5.01	Prompt Payment.....	10
Section 5.02	Withholding Payments	10
Section 5.03	Condition Precedent to Requesting Payment.....	10
Section 5.04	Acceptance as Payment in Full	10

ARTICLE VI	ALLOWABLE COSTS AND AUDIT REQUIREMENTS.....	10
Section 6.01	Allowable Costs	10
Section 6.02	Independent Single or Program-Specific Audit	12
Section 6.03	Submission of Audit	12
ARTICLE VII	CONFIDENTIALITY	13
Section 7.01	Maintenance of Confidentiality	13
Section 7.02	Department Access to PHI and Other Confidential Information	13
Section 7.03	Exchange of Client-Identifying Information	13
Section 7.04	Security of Patient or Client Records.....	13
Section 7.05	HIV/AIDS Model Workplace Guidelines	14
ARTICLE VIII	RECORDS RETENTION	14
Section 8.01	Retention	14
ARTICLE IX	ACCESS AND INSPECTION	14
Section 9.01	Access	14
Section 9.02	State Auditor's Office	15
Section 9.03	Responding to Deficiencies	15
ARTICLE X	NOTICE REQUIREMENTS	15
Section 10.01	Child Abuse Reporting Requirement.....	15
Section 10.02	Significant Incidents	15
Section 10.03	Litigation.....	16
Section 10.04	Action Against the Contractor	16
Section 10.05	Insolvency	16
Section 10.06	Misuse of Funds and Performance Malfeasance.....	16
Section 10.07	Criminal Activity and Disciplinary Action	16
Section 10.08	Retaliation Prohibited.....	17
Section 10.09	Documentation	17
ARTICLE XI	ASSURANCES AND CERTIFICATIONS	17
Section 11.01	Certification	17
Section 11.02	Child Support Delinquencies	18
Section 11.03	Authorization.....	18
Section 11.04	Gifts and Benefits Prohibited	18
Section 11.05	Ineligibility to Receive the Contract.....	18
Section 11.06	Antitrust.....	19
Section 11.07	Initiation and Completion of Work.....	19
ARTICLE XII	GENERAL BUSINESS OPERATIONS OF CONTRACTOR.....	19
Section 12.01	Responsibilities and Restrictions Concerning Governing Body, Officers and Employees	19
Section 12.02	Management and Control Systems.....	19
Section 12.03	Insurance.....	20
Section 12.04	Fidelity Bond	20
Section 12.05	Liability Coverage.....	20

Section 12.06	Overtime Compensation.....	21
Section 12.07	Program Site.....	21
Section 12.08	Cost Allocation Plan.....	21
Section 12.09	Reporting for Unit Rate and Fee-For-Service Contracts.....	21
Section 12.10	Historically Underutilized Businesses (HUBs). Admin. Code § 20.16(c).	22
Section 12.11	Buy Texas.....	22
Section 12.12	Contracts with Subrecipient Subcontractors	22
Section 12.13	Status of Subcontractors	23
Section 12.14	Incorporation of Terms	23
Section 12.15	Independent Contractor	23
Section 12.16	Authority to Bind	23
Section 12.17	Tax Liability	23
Section 12.18	Notice of Organizational Change.....	23
Section 12.19	Quality Management	23
Section 12.20	Equipment (Including Controlled Assets) Purchases	23
Section 12.21	Supplies	24
Section 12.22	Changes to Equipment List.....	24
Section 12.23	Equipment Inventory and Protection of Assets.....	24
Section 12.24	Bankruptcy	24
Section 12.25	Title to Property.	24
Section 12.26	Property Acquisitions	25
Section 12.27	Disposition of Property.....	25
Section 12.28	Closeout of Equipment	25
Section 12.29	Assets as Collateral Prohibited	25
ARTICLE XIII	GENERAL TERMS.....	25
Section 13.01	Assignment.....	25
Section 13.02	Lobbying	25
Section 13.03	Conflict of Interest	26
Section 13.04	Transactions Between Related Parties.....	26
Section 13.05	Intellectual Property	27
Section 13.06	Other Intangible Property.....	28
Section 13.07	Severability and Ambiguity.....	28
Section 13.08	Legal Notice	28
Section 13.09	Successors	28
Section 13.10	Headings.....	28
Section 13.11	Parties.....	28
Section 13.12	Survivability of Terms.	28
Section 13.13	Direct Operation.....	28
Section 13.14	Customer Service Information.....	28
Section 13.15	Amendment.....	29
Section 13.16	Contractor's Notification of Change to Certain Contract Provisions.....	29
Section 13.17	Contractor's Request for Revision of Certain Contract Provisions.....	29
Section 13.18	Immunity Not Waived	30
Section 13.19	Hold Harmless and Indemnification	30
Section 13.20	Waiver	30
Section 13.21	Electronic and Information Resources Accessibility Standards.....	30
Section 13.22	Force Majeure	31

Section 13.23	Interim Contracts.....	31
ARTICLE XIV	BREACH OF CONTRACT AND REMEDIES FOR NON-COMPLIANCE..	32
Section 14.01	Actions Constituting Breach of Contract.....	32
Section 14.02	General Remedies and Sanctions.....	32
Section 14.03	Notice of Remedies or Sanctions.....	34
Section 14.04	Emergency Action	34
ARTICLE XV	CLAIMS AGAINST THE DEPARTMENT.....	35
Section 15.01	Breach of Contract Claim	35
Section 15.02	Notice.....	35
Section 15.03	Sole Remedy.....	35
Section 15.04	Condition Precedent to Suit	35
Section 15.05	Performance Not Suspended.....	35
ARTICLE XVI	TERMINATION	35
Section 16.01	Expiration of Contract or Program Attachment(s).....	35
Section 16.02	Effect of Termination.....	36
Section 16.03	Acts Not Constituting Termination	36
Section 16.04	Termination Without Cause	36
Section 16.05	Termination For Cause	37
Section 16.06	Notice of Termination.	38
ARTICLE XVII	VOID, SUSPENDED, AND TERMINATED CONTRACTS	38
Section 17.01	Void Contracts.....	38
Section 17.02	Effect of Void, Suspended, or Involuntarily Terminated Contract	38
Section 17.03	Appeals Rights.....	38
ARTICLE XVIII	CLOSEOUT AND CONTRACT RECONCILIATION	38
Section 18.01	Cessation of Services At Closeout.....	39
Section 18.02	Administrative Offset.....	39
Section 18.03	Deadline for Closeout.....	39
Section 18.04	Payment of Refunds	39
Section 18.05	Disallowances and Adjustments.....	39
Section 18.06	Contract Reconciliation.	39

**Fiscal Year 2010 Department of State Health Services Contract
General Provisions
(Core/Subrecipient)**

ARTICLE I COMPLIANCE AND REPORTING

Section 1.01 Compliance with Statutes and Rules. Contractor shall comply, and shall require its subcontractor(s) to comply, with the requirements of the Department's rules of general applicability and other applicable state and federal statutes, regulations, rules, and executive orders, as such statutes, regulations, rules, and executive orders currently exist and as they may be lawfully amended. The Department rules are located in the Texas Administrative Code, Title 25 (Rules). To the extent this Contract imposes a higher standard, or additional requirements beyond those required by applicable statutes, regulations, rules or executive orders, the terms of this Contract shall control. Contractor further agrees that, upon notification from DSHS, Contractor shall comply with the terms of any contract provisions DSHS is required to include in its contracts under legislation effective at the time of the effective date of this Contract or during the term of this Contract.

Section 1.02 Compliance with Requirements of Solicitation Document. Except as specified in these General Provisions or the Program Attachment(s), Contractor shall comply with the requirements, eligibility conditions, assurances, certifications and program requirements of the Solicitation Document, if any, (including any revised or additional terms agreed to in writing by Contractor and DSHS prior to execution of this Contract) for the duration of this Contract or any subsequent renewals. The Parties agree that the Department has relied upon the Contractor's response to the Solicitation Document. The Parties agree that any misrepresentation contained in the Contractor's response to the Solicitation Document shall constitute a breach of this Contract.

Section 1.03 Reporting. Contractor shall submit reports in accordance with the reporting requirements established by the Department and shall provide any other information requested by the Department in the format required by DSHS. Failure to submit a required report or additional requested information by the due date specified in the Program Attachment(s) or upon request constitutes a breach of contract, may result in delayed payment and/or the imposition of sanctions and remedies, and, if appropriate, emergency action; and may adversely affect evaluation of Contractor's future contracting opportunities with the Department.

Section 1.04 Client Financial Eligibility. Where applicable, Contractor shall use financial eligibility criteria, financial assessment procedures and standards developed by the Department to determine client eligibility.

Section 1.05 Applicable Contracts Law and Venue for Disputes. Regarding all issues related to contract formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, this Contract shall be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the Parties, venue for any suit shall be Travis County, Texas.

Section 1.06 Applicable Laws and Regulations Regarding Funding Sources. Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, shall apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies as well as Office of Management and Budget (OMB) Circulars, the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code

Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Governor's Budget, Planning and Policy Division. UGMA and UGMS can be located through web links on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtm>. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements §__14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through weblinks on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtm>. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

Section 1.07 Statutes and Standards of General Applicability. It is Contractor's responsibility to review and comply with all applicable statutes, rules, regulations, executive orders and policies. To the extent applicable to Contractor, Contractor agrees to comply with the following:

- a) the following statutes, rules, regulations, and DSHS policy (and any of their subsequent amendments) that collectively prohibit discrimination on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief or religion: 1) Title VI of the Civil Rights Act of 1964, 42 USC §§ 2000d et seq.; 2) Title IX of the Education Amendments of 1972, 20 USC §§ 1681-1683, and 1685-1686; 3) Section 504 of the Rehabilitation Act of 1973, 29 USC § 794(a); 4) the Americans with Disabilities Act of 1990, 42 USC §§ 12101 et seq.; 5) Age Discrimination Act of 1975, 42 USC §§ 6101-6107; 6) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91; 8) U.S. Department of Labor, Equal Employment Opportunity E.O. 11246; 9) Tex. Lab. Code Chapter 21; 10) Food Stamp Act of 1977 (7 USC § 200 et seq.; 11) Executive Order 13279, 45 CFR Part 87 or 7 CFR Part 16 regarding equal treatment and opportunity for religious organizations; and 12) DSHS Policy AA-5018, Non-discrimination Policy for DSHS Programs;
- b) Drug Abuse Office and Treatment Act of 1972, 21 USC §§ 1101 et seq., relating to drug abuse;
- c) Public Health Service Act of 1912, §§ 523 and 527, 42 USC § 290dd-2, and 42 CFR Part 2, relating to confidentiality of alcohol and drug abuse patient records;
- d) Title VIII of the Civil Rights Act of 1968, 42 USC §§ 3601 et seq., relating to nondiscrimination in housing;
- e) Immigration Reform and Control Act of 1986, 8 USC § 1324a, regarding employment verification;
- f) Pro-Children Act of 1994, 20 USC §§ 6081-6084, regarding the non-use of all tobacco products;
- g) National Research Service Award Act of 1971, 42 USC §§ 289a-1 et seq., and 6601 (PL 93-348 and PL 103-43), regarding human subjects involved in research;
- h) Hatch Political Activity Act, 5 USC §§ 1501-1508 and 7321-26, which limits the political activity of employees whose employment is funded with federal funds;

- i) Fair Labor Standards Act, 29 USC §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 USC §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
- j) Tex. Gov. Code Chapter 469, pertaining to eliminating architectural barriers for persons with disabilities;
- k) Texas Workers' Compensation Act, Tex. Lab. Code, Chapters 401-406 and 28 Tex. Admin. Code Part 2, regarding compensation for employees' injuries;
- l) The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
- m) The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin. Code Chapter 96 regarding safety standards for handling blood borne pathogens;
- n) Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
- o) environmental standards pursuant to the following: 1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;" 2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;" 3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961; 4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234); 5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq.; 6) Federal Water Pollution Control Act, 33 USC § 1251 et seq.; 7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j; 8) Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.; 9) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, 42 USC § 7401 et seq.; 10) Wild and Scenic Rivers Act of 1968 (16 USC §§ 1271 et seq.) related to protecting certain rivers system; and 11) Lead-Based Paint Poisoning Prevention Act (42 USC §§ 4801 et seq.) prohibiting the use of lead-based paint in residential construction or rehabilitation;
- p) Intergovernmental Personnel Act of 1970 (42 USC §§ 4278-4763) regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration (5 CFR Part 900, Subpart F);
- q) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
- r) Davis-Bacon Act (40 USC §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 USC § 874), and the Contract Work Hours and Safety Standards Act (40 USC §§ 327-333), regarding labor standards for federally-assisted construction subagreements;
- s) National Historic Preservation Act of 1966, § 106 (16 USC § 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 USC §§ 469a-1

et seq.) regarding historic property to the extent necessary to assist DSHS in complying with the Acts;

- t) financial and compliance audits in accordance with Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations;" and
- u) requirements of any other applicable state and federal statutes, executive orders, regulations, rules and policies.

If this Contract is funded by a grant or cooperative agreement, additional state or federal requirements found in the Notice of Grant Award are imposed on Contractor and incorporated herein by reference. Contractor may obtain a copy of any applicable Notice of Grant Award from the Division Contract Management Unit assigned to the Program Attachment.

Section 1.08 Applicability of General Provisions to Interagency and Interlocal Contracts. Certain sections or portions of sections of these General Provisions shall not apply to Contractors that are State agencies or units of local government; and certain additional provisions shall apply to such Contractors.

- a) The following sections or portions of sections of these General Provisions shall not apply to interagency or interlocal contracts:
 - 1) Hold Harmless and Indemnification, Section 13.19;
 - 2) Independent Contractor, Section 12.15 (delete the third sentence in its entirety; delete the word "employees" in the fourth sentence; the remainder of the section applies);
 - 3) Insurance, Section 12.03;
 - 4) Liability Coverage, Section 12.05;
 - 5) Fidelity Bond, Section 12.04;
 - 6) Historically Underutilized Businesses, Section 12.10 (Contractor, however, shall comply with HUB requirements of other statutes and rules specifically applicable to that entity);
 - 7) Debt to State and Corporate Status, Section 3.01;
 - 8) Application of Payment Due, Section 3.02; and
 - 9) Article XV Claims against the Department (This Article is inapplicable to interagency contracts only).
- b) The following additional provisions shall apply to interagency contracts:
 - 1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interagency Cooperation Act, Tex. Gov. Code Chapter 771;
 - 2) The Parties hereby certify that (1) the services specified are necessary and essential for the activities that are properly within the statutory functions and programs of the affected agencies of State government; (2) the proposed arrangements serve the interest of efficient and economical administration of the State government; and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of the State of Texas to be supplied under contract given to the lowest responsible bidder; and
 - 3) DSHS certifies that it has the authority to enter into this Contract granted in Tex. Health & Safety Code Chapter 1001, and Contractor certifies that it has specific statutory authority to enter into and perform this Contract.
- c) The following additional provisions shall apply to interlocal contracts:

- 1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Tex. Gov. Code Chapter 791;
 - 2) Payments made by DSHS to Contractor shall be from current revenues available to DSHS; and
 - 3) Each Party represents that it has been authorized to enter into this Contract.
- d) Contractor agrees that Contract Revision Requests (pursuant to the Contractor's Request for Revision to Certain Contract Provisions section), when signed by a duly authorized representative of Contractor, shall be effective as of the effective date specified by the Department, whether that date is prior to or after the date of any ratification by Contractor's governing body.

Section 1.09 Civil Rights Policies and Complaints. Upon request, Contractor shall provide the Health and Human Services Commission (HHSC) Civil Rights Office with copies of all Contractor's civil rights policies and procedures. Contractor must notify HHSC's Office of Civil Rights of any civil rights complaints received relating to performance under this Contract no more than ten (10) calendar days after Contractor's receipt of the claim. Notice must be directed to –

HHSC Civil Rights Office
701 W. 51st St., Mail Code W206
Austin, Texas 78751
Toll-free phone (888) 388-6332
Phone (512) 438-4313
TTY Toll-free (877) 432-7232
Fax (512) 438-5885

Section 1.10 Licenses, Certifications, Permits, Registrations and Approvals. Contractor shall obtain and maintain all applicable licenses, certifications, permits, registrations and approvals to conduct its business and to perform the services under this Contract. Any revocation, surrender, expiration, non-renewal, inactivation or suspension of any such license, certification, permit, registration or approval shall constitute grounds for termination of this Contract or other remedies the Department deems appropriate. Contractor shall ensure that all its employees, staff and volunteers maintain in active status all licenses, certifications, permits, registrations and approvals required to perform their duties under this Contract and shall prohibit any person who does not hold a current, active required license, certification, permit, registration or approval from performing services under this Contract.

ARTICLE II SERVICES

Section 2.01 Education to Persons in Residential Facilities. If applicable, Contractor shall ensure that all persons, who are housed in Department-licensed and/or -funded residential facilities and who are twenty-two (22) years of age or younger, have access to educational services as required by Tex. Educ. Code § 29.012. Contractor shall notify the local education agency or local early intervention program as prescribed by Tex. Educ. Code § 29.012 not later than the third calendar day after the date a person who is twenty-two (22) years of age or younger is placed in Contractor's residential facility.

Section 2.02 Disaster Services. In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or as a federal disaster by the appropriate federal official, Contractor may be called upon to assist DSHS in providing services, as appropriate, in the following areas: community evacuation; health and medical assistance; assessment of health and medical needs; health surveillance; medical care personnel; health and medical equipment and supplies; patient evacuation; in-hospital care and hospital facility status; food, drug, and medical device safety; worker health and safety; mental health and substance abuse; public health information; vector control and veterinary services; and victim identification and mortuary services. Disaster services shall be carried out in the manner most responsive to the needs of the emergency, be cost-effective, and be least intrusive on the primary services of the Contractor.

Section 2.03 Consent to Medical Care of a Minor. If Contractor provides medical, dental, psychological or surgical treatment to a minor under this Contract, either directly or through contracts with subcontractors, the treatment of a minor shall be provided only if informed consent to treatment is obtained pursuant to Tex. Fam. Code, Chapter 32, relating to consent to treatment of a child by a non-parent or child or pursuant to other state law. If requirements of federal law relating to consent directly conflict with Tex. Fam. Code, Chapter 32, federal law shall supersede state law.

Section 2.04 Telemedicine Medical Services. Contractor shall ensure that if Contractor or its subcontractor uses telemedicine/telepsychiatry that the services are implemented in accordance with written procedures and using protocol approved by the Contractor's medical director and utilizing equipment that complies with the equipment standards as required by the Department. Procedures of telemedicine service provision must include the following requirements:

- a) clinical oversight by the Contractor's medical director or designated physician responsible for medical leadership;
- b) contraindication considerations for telemedicine use;
- c) qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
- d) safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
- e) use by credentialed licensed providers providing clinical care within the scope of their licenses;
- f) demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;

- g) priority in scheduling the system for clinical care of individuals;
- h) quality oversight and monitoring of satisfaction of the individuals served; and
- i) management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites.

Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under Rule § 448.911.

Section 2.05 Fees for Personal Health Services. Contractor may develop a system and schedule of fees for personal health services in accordance with the provisions of Tex. Health & Safety Code § 12.032, DSHS Rule §1.91 covering Fees for Personal Health Services, and other applicable laws or grant requirements. The amount of a fee shall not exceed the actual cost of providing the services. No patient may be denied a service due to inability to pay.

Section 2.06 Cost Effective Purchasing of Medications. If medications are funded under this Contract, Contractor shall make needed medications available to clients at the lowest possible prices and use the most cost effective medications purchasing arrangement possible.

Section 2.07 Services and Information for Persons with Limited English Proficiency. Contractor agrees to take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities. Contractor shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter. Contractor shall make every effort to avoid use of any persons under the age of eighteen (18) or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency unless the client has requested that person and the use of such a person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

ARTICLE III FUNDING

Section 3.01 Debt to State and Corporate Status. Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Contractor if Contractor is indebted to the State for any reason, including a tax delinquency. Contractor, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). Contractor, if a corporation, further certifies that it is and will remain in good standing with the Secretary of State's office. A false statement regarding franchise tax or corporate status is a material breach of this Contract. If franchise tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Contractor's delinquent franchise tax is paid in full.

Section 3.02 **Application of Payment Due.** Contractor agrees that any payments due under this Contract will be applied towards any debt of Contractor, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Section 3.03 **Use of Funds.** Contractor agrees that it shall expend Department funds only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

Section 3.04 **Use for Match Prohibited.** Contractor agrees funds provided through this Contract shall not be used for matching purposes in securing other funding unless directed or approved by the Department in writing.

Section 3.05 **Program Income.** Gross income directly generated from Department funds through a project or activity performed under a Program Attachment and/or earned only as a result of a Program Attachment during the term of the Program Attachment are considered program income. Unless otherwise required under the terms of the grant funding this Contract, the addition alternative, as provided in UGMS § __.25(g)(2), for the use of program income shall be used by Contractor to further the program objectives of the state or federal statute under which the Program Attachment was made; and it shall be spent on the same Program Attachment project in which it was generated. Contractor shall identify and report this income in accordance with the Compliance and Reporting Article of these General Provisions and the provisions of the Program Attachment(s). Contractor shall expend program income during the Program Attachment term and may not carry forward to any succeeding term. Program income not expended in the term in which it is earned shall be refunded to DSHS. DSHS may base future funding levels, in part, upon Contractor's proficiency in identifying, billing, collecting, and reporting program income, and in utilizing it for the purposes and conditions set forth in this Contract.

Section 3.06 **Nonsupplanting.** Contractor shall not supplant (i.e., use funds from this Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Contract) but rather shall use funds from this Contract to supplement existing state or local funds currently available for a particular activity. Contractor shall make a good faith effort to maintain its current level of support. Contractor may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE IV PAYMENT METHODS AND RESTRICTIONS

Section 4.01 **Payment Methods.** Except as otherwise provided by the provisions of the Program Attachment(s), the payment method for each program shall be one of the following methods:

- a) cost reimbursement. This payment method is based on an approved budget in the Program Attachment(s) and acceptable submission of a request for reimbursement; or
- b) unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service, as stated in the Program Attachment(s) and acceptable submission of all required documentation, forms and/or reports.

Section 4.02 Billing Submission. Contractors shall bill the Department in accordance with the Program Attachment(s) in the form and format prescribed by DSHS. Unless otherwise specified in the Program Attachment(s) or permitted under the Third Party Payors section of this Article, Contractor shall submit requests for reimbursement or payment monthly within thirty (30) calendar days following the end of the month covered by the bill.

Section 4.03 Final Billing Submission. Unless otherwise provided by the Department, Contractor shall submit a reimbursement or payment request as a final close-out bill not later than sixty (60) calendar days following the end of the term of the Program Attachment for goods received and services rendered during the term. If necessary to meet this deadline, Contractor may submit reimbursement or payment requests by facsimile transmission. Reimbursement or payment requests received in DSHS's offices more than sixty (60) calendar days following the end of the applicable term will not be paid. Consideration of requests for an exception will be made on a case-by-case basis, subject to the availability of funding, and only for an extenuating circumstance, such as, a catastrophic event, natural disaster, or criminal activity that substantially interferes with normal business operations, or causes damage or destruction of a place of business and/or records. A written statement describing the extenuating circumstance and the last request for reimbursement must be submitted for review and approval to the DSHS Accounting Section.

Section 4.04 Working Capital Advance. If allowed under this Contract, a single one-time working capital advance per term of the Program Attachment may be granted at the Department's discretion. Contractor must submit documentation to the Division Contract Management Unit assigned to the Program Attachment to justify the need for a working capital advance. The working capital advance must be liquidated as directed by the Department. The requirements for the documentation justifying the need for an advance and the directions for liquidating the advance are found in the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts>.

Section 4.05 Financial Status Reports (FSRs). Except as otherwise provided in these General Provisions or in the terms of the Program Attachment(s), for contracts with categorical budgets, Contractor shall submit quarterly FSRs to Accounts Payable by the thirtieth calendar day of the month following the end of each quarter of the Program Attachment term for Department review and financial assessment. The final FSR must be submitted not later than sixty (60) days following the end of the applicable term.

Section 4.06 Third Party Payors. A third party payor is any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local, and private funding sources. Except as provided in this Contract, Contractor shall screen all clients and shall not bill the Department for services eligible for reimbursement from third party payors. Contractor shall (a) enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs, and bill those programs for the covered services; (b) provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs; (c) allow clients that are otherwise eligible for Department services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill

the Department for the deductible; (d) not bill the Department for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted, in which case the 30-day requirement in the Billing Submission section will be extended until all such appeals have been exhausted; (e) maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement; (f) bill all third party payors for services provided under this Contract before submitting any request for reimbursement to Department; and (g) provide third party billing functions at no cost to the client.

ARTICLE V TERMS AND CONDITIONS OF PAYMENT

Section 5.01 Prompt Payment. Upon receipt of a timely, undisputed invoice pursuant to this Contract, Department will pay Contractor. Payments and reimbursements are contingent upon a signed Contract and will not exceed the total amount of authorized funds under this Contract. Contractor is entitled to payment or reimbursement only if the service, work, and/or product has been authorized by the Department and performed or provided pursuant to this Contract. If those conditions are met, Department will make payment in accordance with the Texas prompt payment law (Tex. Gov. Code Chapter 2251). Contractor must comply with Tex. Gov. Code Chapter 2251 regarding its prompt payment obligations to subcontractors. Payment of invoices by the Department shall not constitute acceptance or approval of Contractor's performance, and all invoices and Contractor's performance are subject to audit or review by the Department.

Section 5.02 Withholding Payments. Department may withhold all or part of any payments to Contractor to offset reimbursement for any ineligible expenditures, disallowed costs, or overpayments that Contractor has not refunded to Department, or if financial status report(s) required by the Department are not submitted by the date(s) due. Department may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations.

Section 5.03 Condition Precedent to Requesting Payment. Contractor shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including any advance payments from Department.

Section 5.04 Acceptance as Payment in Full. Except as permitted in the Fees for Personal Health Services section or under 25 Tex. Admin. Code § 444.413, Contractor shall accept reimbursement or payment from DSHS as payment in full for services or goods provided to clients or participants, and Contractor shall not seek additional reimbursement or payment for services or goods from clients or participants or charge a fee or make a profit with respect to the Contract. A fee or profit is considered to be an amount in excess of actual allowable costs that are incurred in conducting an assistance program.

ARTICLE VI ALLOWABLE COSTS AND AUDIT REQUIREMENTS

Section 6.01 Allowable Costs. For services satisfactorily performed, and sufficiently documented, pursuant to this Contract, DSHS will reimburse Contractor for allowable costs. Contractor must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. DSHS shall determine whether costs

submitted by Contractor are allowable and eligible for reimbursement. If DSHS has paid funds to Contractor for unallowable or ineligible costs, DSHS will notify Contractor in writing, and Contractor shall return the funds to DSHS within thirty (30) calendar days of the date of this written notice. DSHS may withhold all or part of any payments to Contractor to offset reimbursement for any unallowable or ineligible expenditures that Contractor has not refunded to DSHS, or if financial status report(s) required under the Financial Status Reports section are not submitted by the date(s) due. DSHS may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	OMB Circular A-87	OMB Circular A-133 and UGMS	UGMS, OMB Circular A-102, and applicable Federal awarding agency common rule
Educational Institutions	OMB Circular A-21; and UGMS, as applicable	OMB Circular A-133	OMB Circular A-110 and applicable Federal awarding agency common rule; and UGMS, as applicable
Non-Profit Organizations	OMB Circular A-122	OMB Circular A-133 and UGMS	UGMS; OMB Circular A-110 and applicable Federal awarding agency common rule
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	OMB Circular A-133 and UGMS	UGMS and applicable Federal awarding agency common rule

A chart of applicable Federal awarding agency common rules is located through a weblink on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Section 6.02 Independent Single or Program-Specific Audit. If Contractor within Contractor's fiscal year expends a total amount of at least \$500,000 in federal funds awarded, Contractor must have a single audit or program-specific audit in accordance with the Office of Management and Budget (OMB) Circ. No. A-133, the Single Audit Act of 1984, P L 98-502, 98 Stat. 2327, and the Single Audit Act Amendments of 1996, P L 104-156, 110 Stat. 1396. The \$500,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Contractor within Contractor's fiscal year expends a total amount of at least \$500,000 in state funds awarded, Contractor must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The HHSC Office of Inspector General (OIG) will notify the Contractor to complete the Single Audit Determination Registration Form. If Contractor fails to complete the Single Audit Determination Form within thirty (30) calendar days after notification by OIG to do so, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract. The audit shall be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and Uniform Grant Management Standards (UGMS) located through a web link on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtml>. Contractor shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS. Contractor, unless Contractor is a state governmental entity, shall competitively re-procure independent single audit services at least every five (5) years. Incumbent audit firms may participate in the re-procurement process; however, Contractor shall not procure services of the same audit firm for more than ten (10) consecutive years and shall require that the audit firm limit the amount of time the lead or coordinating audit partner (having primary responsibility for the audit) conducts the independent audit to a maximum of five (5) years within a ten-year period. Contractor may request, in writing to the DSHS Contract Oversight and Support Section, an exception from lead partner rotation for years six (6) through ten (10) of a ten-year period if the audit firm has only one lead partner. If the request is approved, Contractor must require the audit firm to provide certification annually for years six through ten that the audit firm has no more than one partner and must require the audit firm to contract with an independent audit firm to perform a second partner review of the single or program-specific audit work performed for the Contractor. Procurement of audit services must comply with the procurement standards of 45 CFR Part 74 or 92, as applicable, including obtaining competition and making positive efforts to use small, minority-owned, and women-owned business enterprises.

Section 6.03 Submission of Audit. Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Contractor shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the Texas Health and Human Services Commission (HHSC), Office of Inspector General (OIG), at the following addresses:

Department of State Health Services
Contract Oversight and Support, Mail Code 1326
P.O. Box 149347
Austin, Texas 78714-9347

Texas Health and Human Services Commission

Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

If Contractor fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Contractor of an audit report, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract.

ARTICLE VII CONFIDENTIALITY

Section 7.01 Maintenance of Confidentiality. Contractor must maintain the privacy and confidentiality of information and records received during or related to the performance of this Contract, including patient and client records that contain protected health information (PHI), and any other information that discloses confidential personal information or identifies any client served by DSHS, in accordance with applicable federal and state laws, rules and regulations, including but not limited to 7 CFR Part 246; 42 CFR Part 2; 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act [HIPAA]); Tex. Health & Safety Code Chapters 12, 47, 81, 82, 85, 88, 92, 161, 181, 241, 245, 251, 534, 576, 577, 596, 611, and 773; and Tex. Occ. Code Chapters 56 and 159 and all applicable Rules.

Section 7.02 Department Access to PHI and Other Confidential Information. Contractor shall cooperate with Department to allow Department to request, collect and receive PHI and other confidential information under this Contract, without the consent of the individual to whom the PHI relates, for funding, payment and administration of the grant program, and for purposes permitted under applicable state and federal confidentiality and privacy laws.

Section 7.03 Exchange of Client-Identifying Information. Except as prohibited by other law, Contractor and DSHS shall exchange PHI without the consent of clients in accordance with 45 CFR § 164.504(e)(3)(i)(B), Tex. Health & Safety Code § 533.009 and Rule Chapter 414, Subchapter A or other applicable laws or rules. Contractor shall disclose information described in Tex. Health & Safety Code § 614.017(a)(2) relating to special needs offenders, to an agency described in Tex. Health & Safety Code § 614.017(c) upon request of that agency, unless Contractor documents that the information is not allowed to be disclosed under 45 CFR Part 164 or other applicable law.

Section 7.04 Security of Patient or Client Records. Contractor must maintain patient and client records in compliance with state and federal law relating to security and retention of medical or mental health and substance abuse patient and client records. Department may require Contractor to transfer original or copies of patient and client records to Department, without the consent or authorization of the patient or client, upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if the care and treatment of the individual patient or client is transferred to another entity. Prior to providing services funded under this Contract to a patient or client, Contractor shall attempt to obtain consent from the patient or client to transfer copies of patient or client records to another entity funded by DSHS

upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if care or treatment is transferred to another DSHS-funded contractor.

Section 7.05 HIV/AIDS Model Workplace Guidelines. If providing direct client care, services, or programs, Contractor shall implement Department's policies based on the HIV/AIDS (human immunodeficiency virus/acquired immunodeficiency syndrome) Model Workplace Guidelines for Businesses, State Agencies, and State Contractors, Policy No. 090.021, and Contractor shall educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Tex. Health & Safety Code § 85.112-114. A link to the Model Workplace Guidelines can be found at <http://www.dshs.state.tx.us/hivstd/policy/policies.shtm>.

ARTICLE VIII RECORDS RETENTION

Section 8.01 Retention. Contractor shall retain records in accordance with applicable state and federal statutes, rules and regulations. At a minimum, Contractor shall retain and preserve all other records, including financial records that are generated or collected by Contractor under the provisions of this Contract, for a period of four (4) years after the termination of this Contract. If services are funded through Medicaid, the federal retention period, if more than four (4) years, shall apply. Contractor shall retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit are resolved. Legal requirements for Contractor may extend beyond the retention schedules established in this section. Contractor shall retain medical records in accordance with Tex. Admin. Code Title 22, Part 9, § 165.1(b) and (c) or other applicable statutes, rules and regulations governing medical information. Contractor shall ensure that this provision concerning records retention is included in any subcontract it awards. If Contractor ceases business operations, it shall ensure that records relating to this Contract are securely stored and are accessible by the Department upon Department's request for at least four (4) years from the date Contractor ceases business or from the date this Contract terminates, whichever is sooner. Contractor shall provide the name and address of the party responsible for storage of records to the Division Contract Management Unit assigned to the Program Attachment.

ARTICLE IX ACCESS AND INSPECTION

Section 9.01 Access. In addition to any right of access arising by operation of law, Contractor, and any of Contractor's affiliate or subsidiary organizations or subcontractors shall permit the Department or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including the Comptroller General of the United States, OIG, and the State Auditor's Office (SAO), unrestricted access to and the right to examine any site where business is conducted or client services are performed, and all records (including client and patient records, if any, and Contractor personnel records and governing body personnel records), books, papers or documents related to this Contract; and the right to interview members of Contractor's governing body, staff, volunteers, participants and clients concerning the Contract, Contractor's business and client services. If deemed necessary by the Department or the OIG, for the purpose of investigation or hearing, Contractor shall produce original documents related to this Contract. Further, Contractor shall ensure that information collected, assembled or maintained by the Contractor relative to this Contract is available to the Department for the Department to respond

to requests that it receives under the Public Information Act. The Department and HHSC will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Payments will not foreclose the right of Department and HHSC to recover excessive or illegal payments. Contractor shall ensure that this provision concerning the right of access to, and examination of, sites and information related to this Contract is included in any subcontract it awards.

Section 9.02 State Auditor's Office. Contractor shall, upon request, make all records, books, papers, documents, or recordings related to this Contract available for inspection, audit, or reproduction during normal business hours to any authorized representative of the SAO. The Contractor understands that the acceptance of funds under this Contract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds. The Contractor further agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested, and providing access to any information the SAO considers relevant to the investigation or audit. Contractor shall ensure that this provision concerning the authority to audit funds will apply to funds received indirectly by subcontractors through the Contractor, and the requirement to cooperate, is included in any subcontract it awards.

Section 9.03 Responding to Deficiencies. Any deficiencies identified by DSHS or HHSC upon examination of Contractor's records or during an inspection of Contractor's site(s) will be conveyed in writing to Contractor. Contractor shall submit, by the date prescribed by DSHS, a resolution to the deficiency in a site inspection, program review or management or financial audit to the satisfaction of DSHS or, if directed by DSHS, a plan of corrective action to resolve the deficiency. A DSHS or HHSC determination of either an inadequate or inappropriate resolution of the findings may result in contract remedies or sanctions under the Breach of Contract and Remedies for Non-Compliance Article of these General Provisions.

ARTICLE X NOTICE REQUIREMENTS

Section 10.01 Child Abuse Reporting Requirement. This section applies to mental health and substance abuse contractors and contractors for the following public health programs: HIV/STD; Family Planning (Titles V, X and XX); Primary Health Care; Maternal and Child Health; and WIC Nutrition Services. Contractor shall make a good faith effort to comply with child abuse reporting guidelines and requirements in Tex. Fam. Code Chapter 261 relating to investigations of reports of child abuse and neglect. Contractor shall develop, implement and enforce a written policy that includes at a minimum the Department's Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and train all staff on reporting requirements. Contractor shall use the DSHS Child Abuse Reporting Form as required by the Department located at www.dshs.state.tx.us/childabusereporting. Contractor shall retain reporting documentation on site and make it available for inspection by DSHS.

Section 10.02 Significant Incidents. In addition to notifying the appropriate authorities, Contractor shall report to the Division Contract Management Unit assigned to the Program Attachment significant incidents involving substantial disruption of Contractor's program operation, or affecting or potentially affecting the health, safety or welfare of Department-funded clients or participants within seventy-two (72) hours of discovery.

Section 10.03 Litigation. Contractor shall notify the Division Contract Management Unit assigned to the Program Attachment of litigation related to or affecting this Contract and to which Contractor is a party within seven (7) calendar days of becoming aware of such a proceeding. This includes, but is not limited to an action, suit or proceeding before any court or governmental body, including environmental and civil rights matters, professional liability, and employee litigation. Notification shall include the names of the parties, nature of the litigation and remedy sought, including amount of damages, if any.

Section 10.04 Action Against the Contractor. Contractor shall notify the Division Contract Management Unit assigned to the Program Attachment if Contractor has had a contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within three (3) working days of the suspension or termination. Such notification shall include the reason for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the contract; and the contract or case reference number. If the Contractor, as an organization, has surrendered its license or has had its license suspended or revoked by any local, state or federal department or agency or nonprofit entity, it shall disclose this information within three (3) working days of the surrender, suspension or revocation to the Division Contract Management Unit assigned to the Program Attachment by submitting a one-page description that includes the reason(s) for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the license action; and a license or case reference number.

Section 10.05 Insolvency. Contractor shall notify in writing the Division Contract Management Unit assigned to the Program Attachment of Contractor's insolvency, incapacity, or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission (TWC) within three (3) working days of the date of determination that Contractor is insolvent or incapacitated, or the date Contractor discovered an unpaid obligation to the IRS or TWC. Contractor shall notify in writing the Division Contract Management Unit assigned to the Program Attachment of its plan to seek bankruptcy protection within three (3) working days of such action by the Contractor's governing body.

Section 10.06 Misuse of Funds and Performance Malfeasance. Contractor shall report to the Division Contract Management Unit assigned to the Program Attachment, any knowledge of debarment, suspected fraud, program abuse, possible illegal expenditures, unlawful activity, or violation of financial laws, rules, policies, and procedures related to performance under this Contract. Contractor shall make such report no later than three (3) working days from the date that the Contractor has knowledge or reason to believe such activity has taken place.

Section 10.07 Criminal Activity and Disciplinary Action. Contractor affirms that no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication, is presently indicted for or has been convicted of a criminal offense related to any financial matter, federal or state program or felony sex crime. Contractor shall notify in writing the Division Contract Management Unit assigned to the Program Attachment if it has reason to believe Contractor, or a person with ownership or controlling interest in the organization or who is an agent or managing employee of the organization, an employee or volunteer of Contractor, or a subcontractor has engaged in any activity that would constitute a criminal offense equal to or

greater than a Class A misdemeanor or if such activity would reasonably constitute grounds for disciplinary action by a state or federal regulatory authority, or has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime. Contractor shall make the reports required by this section no later than three (3) working days from the date that the Contractor has knowledge or reason to believe such activity has taken place. Contractor shall ensure that any person who engaged, or was alleged to have engaged, in an activity subject to reporting under this section is prohibited from performing direct client services or from having direct contact with clients, unless otherwise directed by DSHS.

Section 10.08 Retaliation Prohibited. Contractor shall not retaliate against any person who reports a violation of, or cooperates with an investigation regarding, any applicable law, rule, regulation or standard to the Department, another state agency, or any federal, state or local law enforcement official.

Section 10.09 Documentation. Contractor shall maintain appropriate documentation of all notices required under these General Provisions.

ARTICLE XI ASSURANCES AND CERTIFICATIONS

Section 11.01 Certification. Contractor certifies by execution of this Contract to the following:

- a) it is not disqualified under 2 CFR §376.935 or ineligible for participation in federal or state assistance programs;
- b) neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any federal or state department or agency;
- c) it has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency;
- d) it is not subject to an outstanding judgment in a suit against Contractor for collection of the balance of a debt;
- e) it is in good standing with all state and/or federal agencies that have a contracting or regulatory relationship with Contractor;
- f) that no person who has an ownership or controlling interest in Contractor or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any program established under Medicare, Medicaid, or a federal block grant;
- g) neither it, nor its principals have within the three-year period preceding this Contract, has 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 private or public (federal, state or local) transaction or contract under a private or public transaction, violation of federal or state antitrust statutes (including those proscribing price-fixing between competitors, allocation of customers between competitors and bid-rigging), or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility

of Contactor or its principals;

- h) neither it, nor its principals is presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses enumerated in subsection g) of this section; and
- i) neither it, nor its principals within a three-year period preceding this Contract has had one or more public transaction (federal, state or local) terminated for cause or default.

Contractor shall include the certifications in this Article, without modification (except as required to make applicable to the subcontractor), in all subcontracts and solicitations for subcontracts. Where Contractor is unable to certify to any of the statements in this Article, Contractor shall submit an explanation to the Division Contract Management Unit assigned to the Program Attachment. If Contractor's status with respect to the items certified in this Article changes during the term of this Contract, Contractor shall immediately notify the Division Contract Management Unit assigned to the Program Attachment.

Section 11.02 Child Support Delinquencies. As required by Tex. Fam. Code § 231.006, a child support obligor who is more than thirty (30) calendar days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. If applicable, Contractor agrees to maintain its eligibility to receive payments under this Contract, certifies that it is not ineligible to receive the payments specified in this Contract, and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

Section 11.03 Authorization. Contractor certifies that it possesses legal authority to contract for the services described in this Contract and that a resolution, motion or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing the binding of the organization under this Contract including all understandings and assurances contained in this Contract, and directing and authorizing the person identified as the authorized representative of the Contractor to act in connection with this Contract and to provide such additional information as may be required.

Section 11.04 Gifts and Benefits Prohibited. Contractor certifies that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, service or anything of monetary value to a DSHS or HHSC official or employee in connection with this Contract.

Section 11.05 Ineligibility to Receive the Contract. (a) Pursuant to Tex. Gov. Code § 2155.004 and federal law, Contractor is ineligible to receive this Contract if this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements, statement(s) of work or Solicitation Document on which this Contract is based. Contractor certifies that neither Contractor, nor its employees, nor anyone acting for the Contractor has received compensation from DSHS for participation in the development, drafting or preparation of specifications, requirements or statement(s) of work for this Contract or in the Solicitation Document on which this Contract is based; (b) pursuant to Tex. Gov. Code §§ 2155.006 and 2261.053, Contractor is ineligible to receive this Contract, if the Contractor or any person who would have financial

participation in this Contract has been convicted of violating federal law, or been assessed a federal civil or administrative penalty, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005; (c) Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract under Tex. Gov. Code §§ 2155.004, 2155.006 or 2261.053, and acknowledges that this Contract may be terminated and payment withheld if these certifications are inaccurate.

Section 11.06 Antitrust. Pursuant to 15 USC § 1, et seq. and Tex. Bus. & Comm. Code § 15.01, et seq. Contractor certifies that neither Contractor, nor anyone acting for the Contractor has violated the antitrust laws of this state or federal antitrust laws, nor communicated directly or indirectly regarding a bid with any competitor or any other person engaged in Contractor's line of business for the purpose of substantially lessening competition in such line of business.

Section 11.07 Initiation and Completion of Work. Contractor certifies that it shall initiate and complete the work under this Contract within the applicable time frame prescribed in this Contract.

ARTICLE XII GENERAL BUSINESS OPERATIONS OF CONTRACTOR

Section 12.01 Responsibilities and Restrictions Concerning Governing Body, Officers and Employees. Contractor and its governing body shall bear full responsibility for the integrity of the fiscal and programmatic management of the organization. This provision applies to all organizations, including Section 501(c)(3) organizations as defined in the Internal Revenue Service Code as not-for-profit organizations. Each member of Contractor's governing body shall be accountable for all funds and materials received from Department. The responsibility of Contractor's governing body shall also include accountability for compliance with Department Rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and Department's monitoring processes. Further, Contractor's governing body shall ensure separation of powers, duties, and functions of governing body members and staff. Staff members, including the executive director, shall not serve as voting members of the Contractor's governing body. No member of Contractor's governing body, or officer or employee of Contractor shall vote for, confirm or act to influence the employment, compensation or change in status of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Tex. Gov. Code Chapter 573) to the member of the governing body or the officer or any employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two (2) years prior to the election, appointment or employment of the officer, employee, or governing body member related to such person in the prohibited degree. These restrictions shall also apply to the governing body, officers and employees of Contractor's subcontractors. Ignorance of any Contract provisions or other requirements contained or referred to in this Contract shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

Section 12.02 Management and Control Systems. Contractor shall comply with all the requirements of the Department's Contractor's Financial Procedures Manual, and any of its

subsequent amendments, which is available at the Department's web site:

<http://www.dshs.state.tx.us/contracts>: Contractor shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. Contractor shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS and adhere to procedures detailed in Department's Contractor's Financial Procedures Manual. Those requirements shall include, at a minimum, the following:

- a) financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
- b) financial management systems that include accurate accounting records that are accessible and identify the source and application of funds provided under each Program Attachment of this Contract, and original source documentation substantiating that costs are specifically and solely allocable to the Program Attachment and are traceable from the transaction to the general ledger; and
- c) effective internal and budgetary controls; comparison of actual costs to budget; determination of reasonableness, allowableness, and allocability of costs; timely and appropriate audits and resolution of any findings; billing and collection policies; and a mechanism capable of billing and making reasonable efforts to collect from clients and third parties.

Section 12.03 Insurance. Contractor shall maintain insurance or other means of repairing or replacing assets purchased with Department funds. Contractor shall repair or replace with comparable equipment any such equipment not covered by insurance that is lost, stolen, damaged or destroyed. If any insured equipment purchased with DSHS funds is lost, stolen, damaged or destroyed, Contractor shall notify the Division Contract Management Unit assigned to the Program Attachment to obtain instructions whether to submit and pursue an insurance claim. Contractor shall use any insurance proceeds to repair the equipment or replace the equipment with comparable equipment or remit the insurance proceeds to DSHS.

Section 12.04 Fidelity Bond. For the benefit of DSHS, Contractor is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under this Contract up to \$100,000 that covers each employee of Contractor handling funds under this Contract, including person(s) authorizing payment of such funds. The fidelity bond or insurance shall provide for indemnification of losses occasioned by (1) any fraudulent or dishonest act or acts committed by any of Contractor's employees, either individually or in concert with others, and/or (2) failure of Contractor or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment. The bond or insurance acquired under this section must include coverage for third party property and include DSHS as a loss payee or equivalent designation. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the fidelity bond or insurance.

Section 12.05 Liability Coverage. For the benefit of DSHS, Contractor shall also maintain liability insurance coverage, referred to in Tex. Gov. Code § 2261.102, as "director and officer liability coverage" or similar coverage for all persons in management or governing positions within Contractor's organization or with management or governing authority over Contractor's

organization (collectively "responsible persons"). Contractor shall ensure that the policy includes Property of Others coverage with respect to funds and other property of the State related to this Contract, and includes DSHS as a loss payee on the policy. Contractor must maintain copies of liability policies on site for inspection by DSHS and shall submit copies of policies to DSHS upon request. This section applies to entities that are organized as non-profit corporations under the Texas Non-Profit Corporation Act; for-profit corporations organized under the Texas Business Corporations Act; and any other legal entity. Contractor shall maintain liability insurance coverage in an amount not less than the total value of this Contract and that is sufficient to protect the interests of Department in the event an actionable act or omission by a responsible person damages Department's interests. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the insurance.

Section 12.06 Overtime Compensation. Except as provided in this section, Contractor shall not use any of the funds provided by this Contract to pay the premium portion of overtime. Contractor shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the employee's normal rate of pay for hours worked in excess of normal working hours. Funds provided under this Contract may be used to pay the premium portion of overtime only under the following conditions: 1) with the prior approval of DSHS; 2) temporarily, in the case of an emergency or an occasional operational bottleneck; 3) when employees are performing indirect functions, such as administration, maintenance, or accounting; 4) in performance of tests, laboratory procedures, or similar operations that are continuous in nature and cannot reasonably be interrupted or otherwise completed; or 5) when lower overall cost to DSHS will result.

Section 12.07 Program Site. All Contractors shall ensure that the location where services are provided is in compliance with all applicable local, state and federal zoning, building, health, fire, and safety standards.

Section 12.08 Cost Allocation Plan. Contractor shall submit a Cost Allocation Plan in the format provided in the Department's Contractor's Financial Procedures Manual to the Department's Contract Oversight and Support Section, at Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, no later than the 60th calendar day after the effective date of the Contract, except under the circumstance where a Contractor has a current Cost Allocation Plan on file with the Department. Contractor shall implement and follow the applicable Cost Allocation Plan. If Contractor's plan is the same as in the previous year, by signing this Contract, Contractor certifies that its current Cost Allocation Plan for the current year is the same as that submitted to DSHS for the previous year. In the event that the Cost Allocation Plan changes during the Contract term, Contractor must submit a new Cost Allocation Plan to the Contract Oversight and Support Section within thirty (30) calendar days after the effective date of the change. Cost Allocation Plan must comply with the guidelines provided in the Department's Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts>.

Section 12.09 Reporting for Unit Rate and Fee-For-Service Contracts. Contractor shall submit reports concerning unit rate and fee-for-service contracts to the Department in accordance

with the requirements stated in the Department's Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts>.

Section 12.10 Historically Underutilized Businesses (HUBs). If Contractor was not required to submit a HUB subcontracting plan and if subcontracting is permitted under this Program Attachment, Contractor is encouraged to make a good faith effort to consider subcontracting with HUBs in accordance with Tex. Gov. Code Chapter 2161 and 34 Tex. Admin. Code § 20.14 et seq. Contractors may obtain a list of HUBs at <http://www.window.state.tx.us/procurement/prog/hub>. If Contractor has filed a HUB subcontracting plan, the plan is incorporated by reference in this Contract. If Contractor desires to make a change in the plan, Contractor must obtain prior approval from the Department's HUB Coordinator of the revised plan before proposed changes will be effective under this Contract. Contractor agrees to make a good faith effort to subcontract with HUBs during the performance of this Contract and shall report HUB subcontract activity to the Department's HUB Coordinator by the 15th day of each month for the prior month's activity, if there was any such activity, in accordance with 34 Tex. Admin. Code § 20.16(c).

Section 12.11 Buy Texas. Contractor shall purchase products and materials produced in Texas when the products and materials are available at a price and time comparable to products and materials produced outside of Texas as required by Tex. Gov. Code § 2155.4441.

Section 12.12 Contracts with Subrecipient Subcontractors. Contractor may enter into contracts with subrecipient subcontractors unless restricted or otherwise prohibited in a specific Program Attachment(s). Prior to entering into an agreement equaling or exceeding \$100,000, Contractor shall obtain written approval from DSHS. Contracts with subcontractors shall be in writing and include the following:

- a) name and address of all parties;
- b) a detailed description of the services to be provided;
- c) measurable method and rate of payment and total amount of contract;
- d) clearly defined and executable termination clause;
- e) beginning and ending dates that coincide with the dates of the applicable Program Attachment(s) or that cover a term within the beginning and ending dates of the applicable Program Attachment(s);
- f) access to inspect the work and the premises on which any work is performed, in accordance with the Access and Inspection Article in these General Provisions; and
- g) a copy of these General Provisions and a copy of the Statement of Work and any other provisions in the Program Attachment(s) applicable to the subcontract.

Contractor is responsible to DSHS for the performance of any subcontractor. Contractor shall monitor subcontractors for both financial and programmatic performance and shall maintain pertinent records that must be available for inspection by DSHS. Contractor shall ensure that subcontractors are fully aware of the requirements placed upon them by state/federal statutes, rules, and regulations and under this Contract. Contractor shall not contract with a subcontractor, at any tier, that is debarred or suspended or excluded from or ineligible for participation in federal assistance programs.

Section 12.13 Status of Subcontractors. Contractor shall include in all its contracts with subcontractors, the certifications stated in the Assurances and Certifications Article of these General Provisions. Contractor shall also require all subcontractors to certify that they are not delinquent on any repayment agreements; have not had a required license or certification revoked; and have not had a contract terminated by the Department. Contractors shall further require that subcontractors certify that they have not voluntarily surrendered within the past three (3) years any license issued by the Department.

Section 12.14 Incorporation of Terms. Contractor shall ensure that all written agreements with subrecipient subcontractors incorporate the terms of this Contract, and provide that the subcontractor is subject to audit by DSHS, HHSC and the SAO.

Section 12.15 Independent Contractor. Contractor is an independent contractor. Contractor shall direct and be responsible for the performance of its employees, subcontractors, joint venture participants or agents. Contractor is not an agent or employee of the Department or the State of Texas for any purpose whatsoever. For purposes of this Contract, Contractor acknowledges that its employees, subcontractors, joint venture participants or agents will not be eligible for unemployment compensation from the Department or the State of Texas.

Section 12.16 Authority to Bind. The person or persons signing this Contract on behalf of Contractor, or representing themselves as signing this Contract on behalf of Contractor, warrant and guarantee that they have been duly authorized by Contractor to execute this Contract for Contractor and to validly and legally bind Contractor to all of its terms.

Section 12.17 Tax Liability. Contractor shall comply with all state and federal tax laws and is solely responsible for filing all required state and federal tax forms and making all tax payments. In the event that the Department discovers that Contractor has failed to remain current on a liability to the IRS, this Contract will be subject to remedies and sanctions under this Contract, including immediate termination at the Department's discretion. In the event of Contract termination under this section, the Department will not enter into a contract with Contractor for three (3) years from the date of termination.

Section 12.18 Notice of Organizational Change. Contractor shall submit written notice to the Division Contract Management Unit assigned to the Program Attachment within ten (10) business days of any change to the following: Contractor's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. A change in Contractor's name requires an amendment to this Contract in accordance with the Amendments section of these General Provisions.

Section 12.19 Quality Management. Contractor shall comply with quality management requirements as directed by the Department.

Section 12.20 Equipment (Including Controlled Assets) Purchases. Equipment means an article of nonexpendable, tangible personal property having a useful lifetime of more than one year and an acquisition cost of \$5,000 or more, and "controlled assets." Controlled assets include firearms regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more: desktop and laptop computers, non-portable printers and copiers,

emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Contractors on a cost reimbursement payment method shall inventory all equipment. If the purchase of equipment is approved in writing by the Department, Contractor is required to initiate the purchase of that equipment in the first quarter of the Contract or Program Attachment term, as applicable. Failure to initiate the purchase of equipment may result in loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter of the Program Attachment must be submitted to the Division Contract Management Unit assigned to the Program Attachment.

Section 12.21 Supplies. Supplies are defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.

Section 12.22 Changes to Equipment List. All items of equipment purchased with funds under this Contract shall be itemized in Contractor's equipment list as finally approved by the Department in the executed Contract. Any changes to the approved equipment list in the executed Contract must be approved in writing by Department prior to the purchase of equipment. Contractor shall submit to the Division Contract Management Unit assigned to the Program Attachment, a written description including complete product specifications and need justification prior to purchasing any item of unapproved equipment. If approved, Department will acknowledge its approval by means of a written amendment or by written acceptance of Contractor's Contract Revision Request, as appropriate.

Section 12.23 Equipment Inventory and Protection of Assets. Contractor shall maintain an inventory of equipment and submit an annual cumulative report to the Department's Contract Oversight and Support Section, Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, no later than October 15th of each year. The report is located on the DSHS website at <http://www.dshs.state.tx.us/contracts/forms.shtm>. Contractor shall administer a program of maintenance, repair, and protection of assets under this Contract so as to assure their full availability and usefulness. In the event Contractor is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this Contract, Contractor shall use the proceeds to repair or replace those assets.

Section 12.24 Bankruptcy. In the event of bankruptcy, Contractor shall sever Department property, equipment, and supplies in possession of Contractor from the bankruptcy, and title shall revert to Department. If directed by DSHS, Contractor shall return all such property, equipment and supplies to DSHS. Contractor shall ensure that its subcontracts, if any, contain a specific provision requiring that in the event the subcontractor's bankruptcy, the subcontractor must sever Department property, equipment, and supplies in possession of the subcontractor from the bankruptcy, and title reverts to Department, who may require that the property, equipment and supplies be returned to DSHS.

Section 12.25 Title to Property. At the conclusion of the contractual relationship between the Department and the Contractor, for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to Department. Title may be transferred to any

other party designated by Department. The Department may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Contractor.

Section 12.26 Property Acquisitions. Department funds may not be used to purchase buildings or real property. Any costs related to the initial acquisition of the buildings or real property are not allowable.

Section 12.27 Disposition of Property. Contractor shall follow the procedures in the American Hospital Association's (AHA's) "Estimated Useful Lives of Depreciable Hospital Assets" in disposing, at any time during or after the Contract term, of equipment purchased with the Department funds, except when federal or state statutory requirements supersede or when the equipment requires licensure or registration by the state, or when the acquisition price of the equipment is equal to or greater than \$5,000. All other equipment not listed in the AHA reference (other than equipment that requires licensure or registration or that has an acquisition cost equal to or greater than \$5,000) shall be controlled by the requirements of UGMS. If, prior to the end of the useful life, any item of equipment is no longer needed to perform services under this Contract, or becomes inoperable, or if the equipment requires licensure or registration or had an acquisition price equal to or greater than \$5,000, Contractor shall request disposition approval and instructions in writing from the Division Contract Management Unit assigned to the Program Attachment. After an item reaches the end of its useful life, Contractor must ensure that disposition of any equipment is in accordance with Generally Accepted Accounting Principles, and any applicable federal guidance.

Section 12.28 Closeout of Equipment. At the end of the term of a Program Attachment that has no additional renewals or that will not be renewed (Closeout) or when a Program Attachment is otherwise terminated, Contractor shall submit to the Division Contract Management Unit assigned to the Program Attachment, an inventory of equipment purchased with Department funds and request disposition instructions for such equipment. All equipment purchased with Department funds shall be secured by the Contractor at the time of Closeout or termination of the Program Attachment and shall be disposed of according to the Department's disposition instructions, which may include return of the equipment to DSHS or transfer of possession to another DSHS contractor, at the Contractor's expense.

Section 12.29 Assets as Collateral Prohibited. Contractors on a cost reimbursement payment method shall not encumber equipment purchased with Department funds without prior written approval from the Department.

ARTICLE XIII GENERAL TERMS

Section 13.01 Assignment. Contractor shall not transfer, assign, or sell its interest, in whole or in part, in this Contract, or in any equipment purchased with funds from this Contract, without the prior written consent of the Department.

Section 13.02 Lobbying. Contractor shall comply with Tex. Gov Code § 556.0055, which prohibits contractors who receive state funds from using those funds to pay lobbying expenses. Further, Contractor shall not use funds paid under this Contract to pay any person for influencing or attempting to influence an officer or employee of any federal or state 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 contract or the extension, continuation, renewal, amendment, or modification of any contract (31 USC § 1352 and UGMS). If at any time this Contract exceeds \$100,000 of federal funds, Contractor shall file with the Division Contract Management Unit assigned to the Program Attachment a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Contractor in connection with this Contract, a certification that none of the funds provided by Department have been or will be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom Contractor has an agreement. Contractor shall file the declaration, certification, and disclosure at the time of application for this Contract; upon execution of this Contract unless Contractor previously filed a declaration, certification, or disclosure form in connection with the award; and at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any declaration, certification, or disclosure previously filed. Contractor shall require any person who requests or receives a subcontract to file the same declaration, certification, and disclosure with the Division Contract Management Unit assigned to the Program Attachment. Contractor shall also comply, as applicable, with the lobbying restrictions and requirements in OMB Circulars A-122 Attachment B paragraph 25; A-87 Attachment B section 27; A-110 section 27 and A-21 paragraphs 17 and 24. Contractor shall include this provision in any subcontracts.

Section 13.03 Conflict of Interest. Contractor represents to the Department that it does not have nor shall it knowingly acquire any financial or other interest that would conflict in any manner with the performance of its obligations under this Contract. Potential conflicts of interest include, but are not limited to, an existing or potential business or personal relationship between Contractor, its principal (or a member of the principal's immediate family), or any affiliate or subcontractor and Department or HHSC, their commissioners, officers or employees, or any other entity or person involved in any way in any project that is the subject of this Contract. Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

Section 13.04 Transactions Between Related Parties. Contractor shall identify and report to DSHS any transactions between Contractor and a related party that is part of the work that the Department is purchasing under this Contract before entering into the transaction or immediately upon discovery. Contractor shall submit to the Division Contract Management Unit assigned to the Program Attachment the name, address and telephone number of the related party, how the party is related to the Contractor and the work the related party will perform under this Contract. A related party is a person or entity related to the Contractor by blood or marriage, common ownership or any association that permits either to significantly influence or direct the actions or policies of the other. The Contractor, for purposes of reporting transactions between related parties, includes the entity contracting with the Department under this Contract as well as the chief executive officer, chief financial officer and program director of the Contractor. Contractor shall comply with Tex. Gov. Code Chapter 573. Contractor shall maintain records and supply any additional information requested by the Department, regarding a transaction between related parties, needed to enable the Department to determine the appropriateness of the transaction pursuant to applicable state or federal law, regulations or circulars, which may include 45 CFR part 74, OMB Circ. No. A-110, 2 CFR § 215.42, and UGMS.

Section 13.05 Intellectual Property. Tex. Health & Safety Code § 12.020 authorizes DSHS to protect intellectual property developed as a result of this Contract.

- a) "Intellectual property" means created property that may be protected under copyright, patent, or trademark/service mark law.
- b) For purposes of this Contract intellectual property prepared for DSHS use, or a work specially ordered or commissioned through a contract for DSHS use is "work made for hire." DSHS owns works made for hire unless it agrees otherwise by contract. To the extent that title and interest to any such work may not, by operation of law, vest in DSHS, or such work may not be considered a work made for hire, Contractor irrevocably assigns the rights, title and interest therein to DSHS. DSHS shall have the right to obtain and hold in its name any and all patents, copyright, registrations or other such protections as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor must give DSHS and the State of Texas, as well as any person designated by DSHS and the State of Texas, all assistance required to perfect the rights defined herein without charge or expense beyond those amounts payable to Contractor for goods provided or services rendered under this Contract.
- c) If federal funds are used to finance activities supported by this Contract that result in the production of intellectual property, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes (1) the copyright in any intellectual property developed under this Contract, including any subcontract; and (2) any rights of copyright to which a Contractor purchases ownership with contract funds. Contractor shall place an acknowledgment of federal awarding agency grant support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of or describing a grant-supported activity. An acknowledgment shall be to the effect that "This publication was made possible by grant number _____ from (federal awarding agency)" or "The project described was supported by grant number _____ from (federal awarding agency)" and "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the (federal awarding agency)."
- d) In the event the terms of a federal grant award the copyright to Contractor, DSHS reserves a royalty-free, nonexclusive, worldwide and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for DSHS, public health, and state governmental noncommercial purposes (1) the copyright, trademark, service mark, and/or patent on an invention, discovery, or improvement to any process, machine, manufacture, or composition of matter; products; technology; scientific information; trade secrets; and computer software, in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright, service or trade marks or patents to which a grantee, subgrantee or a Contractor purchases ownership with contract funds.
- e) If the results of the contract performance are subject to copyright law, the Contractor cannot publish those results without prior review and approval of DSHS. Contractor shall submit requests for review and approval to the Division Contract Management Unit assigned to the Program Attachment.

Section 13.06 Other Intangible Property. At the conclusion of the contractual relationship between Department and the Contractor, for any reason, Department shall have the sole ownership rights and interest in all non-copyrightable intangible property that was developed, produced or obtained by Contractor as a specific requirement under this Contract or under any grant that funds this Contract, such as domain names, URLs, etc. Contractor shall cooperate with Department and perform all actions necessary to transfer ownership of such property to the Department or its designee, or otherwise affirm Department's ownership rights and interest in such property. This provision shall survive the termination or expiration of this Contract.

Section 13.07 Severability and Ambiguity. If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue. The Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

Section 13.08 Legal Notice. Any notice required or permitted to be given by the provisions of this Contract shall be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address specified by the Party to the other Party in writing or, if sent by certified mail, on the date of receipt.

Section 13.09 Successors. This Contract shall be binding upon the Parties and their successors and assignees, except as expressly provided in this Contract.

Section 13.10 Headings. The articles and section headings used in this Contract are for convenience of reference only and shall not be construed in any way to define, limit or describe the scope or intent of any provisions.

Section 13.11 Parties. The Parties represent to each other that they are entities fully familiar with transactions of the kind reflected by the contract documents, and are capable of understanding the terminology and meaning of their terms and conditions and of obtaining independent legal advice pertaining to this Contract.

Section 13.12 Survivability of Terms. Termination or expiration of this Contract or a Program Attachment for any reason shall not release either Party from any liabilities or obligations set forth in this Contract that (a) the Parties have expressly agreed shall survive any such termination or expiration, or (b) remain to be performed or (c) by their nature would be intended to be applicable following any such termination or expiration.

Section 13.13 Direct Operation. At the Department's discretion, the Department may temporarily assume operations of a Contractor's program or programs funded under this Contract when the continued operation of the program by Contractor puts at risk the health or safety of clients and/or participants served by the Contractor.

Section 13.14 Customer Service Information. If requested, Contractor shall supply such information as required by the Department to comply with the provisions of Tex. Gov. Code Chapter 2114 regarding Customer Service surveys.

Section 13.15 Amendment. Parties agree that the Department may unilaterally reduce funds pursuant to the terms of this Contract without the written agreement of Contractor. All other amendments to this Contract must be in writing and agreed to by both Parties, except as otherwise specified in the Contractor's Notification of Change to Certain Contract Provisions section or the Contractor's Request for Revision to Certain Contract Provisions section of this Article. Contractor's request for certain budget revisions or other amendments must be submitted in writing, including a justification for the request, to the Division Contract Management Unit assigned to the Program Attachment; and if a budget revision or amendment is requested during the last quarter of the Contract or Program Attachment term, as applicable, Contractor's written justification must include a reason for the delay in making the request. Revision or other amendment requests may be granted at the discretion of DSHS. Except as otherwise provided in this Article, Contractor shall not perform or produce, and DSHS shall not pay for the performance or production of, different or additional goods, services, work or products except pursuant to an amendment of this Contract that is executed in compliance with this section; and DSHS may not waive any term, covenant, or condition of this Contract unless by amendment or otherwise in compliance with this Article.

Section 13.16 Contractor's Notification of Change to Certain Contract Provisions. The following changes may be made to this Contract without a written amendment or the Department's prior approval:

- a) contractor's contact person and contact information;
- b) contact information for key personnel, as stated in Contractor's response to the Solicitation Document, if any;
- c) cumulative budget line item transfers that exceed 10% among direct cost categories, other than the equipment category, of cost reimbursement contract Program Attachments of less than \$100,000, provided that the total budget amount is unchanged;
- d) minor corrections or clarifications to the Contract language that in no way alter the scope of work, objectives or performance measures; and
- e) a change in the Contractor's share of the budget concerning non-DSHS funding other than program income and match, regardless of the amount of the change, provided that in changing the budget, Contractor is not supplanting DSHS funds.

Contractor within ten (10) calendar days shall notify in writing the Division Contract Management Unit assigned to the Program Attachment of any change enumerated in this section. The notification may be by letter, fax or email. Cumulative budget line item transfers of 10% or less among direct cost categories, other than equipment, of cost reimbursement contracts of any amount do not require written amendment or prior approval or notification.

Section 13.17 Contractor's Request for Revision of Certain Contract Provisions. A Contractor's Revision Request is an alternative method for amending certain specified provisions of this Contract that is initiated by the Contractor, but must be approved by DSHS. The following amendments to this Contract may be made through a Contractor's Revision Request, rather than through the amendment process described in the Amendment section of this Article:

- a) cumulative budget line item transfers among direct cost categories, other than the equipment category, that exceed 10% of Program Attachments of \$100,000 or more, provided that the total budget amount is unchanged;

- b) line item transfer to other categories of funds for direct payment to trainees for training allowances;
- c) change in clinic hours or location;
- d) change in equipment list substituting an item of equipment equivalent to an item of equipment on the approved budget, (For example, purchase of XYZ brand computer instead of approved ABC brand computer with essentially identical features as the XYZ computer);
- e) changes in the equipment category of a previously approved equipment budget (other than acquisition of additional equipment, which requires an amendment to this Contract);
- f) changes specified in applicable OMB Circular cost principles as requiring prior approval, regardless of dollar threshold (e.g., foreign travel expenses, overtime premiums, membership fees); and
- g) changes to community sites, independent school districts or schools, in substance abuse Program Attachments.

In order to request a revision of any of the enumerated provisions, Contractor shall obtain a Contract Revision Request form from the DSHS website and complete the form as directed by the Department. Two copies of the completed form must be signed by Contractor's representative who is authorized to sign contracts on behalf of Contractor, and both original, signed forms must be submitted to the Division Contract Management Unit assigned to the Program Attachment. Any approved revision will not be effective unless signed by the DSHS Director of the Client Services Contracting Unit. A separate Contractor Revision Request is required for each Program Attachment to be revised. Circumstances of a requested contract revision may indicate the need for an amendment described in the Amendment section of this Article rather than a contract revision amendment under this section.

Section 13.18 Immunity Not Waived. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

Section 13.19 Hold Harmless and Indemnification. Contractor, as an independent contractor, agrees to hold Department, the State of Texas, individual state employees and officers, and the federal government harmless and to indemnify them from any and all liability, suits, claims, losses, damages and judgments, and to pay all costs, fees, and damages to the extent that such costs, fees, and damages arise from performance or nonperformance of Contractor, its employees, subcontractors, joint venture participants or agents under this Contract.

Section 13.20 Waiver. Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract shall not constitute a waiver of either Party's rights under this Contract.

Section 13.21 Electronic and Information Resources Accessibility Standards. As required by 1 Tex. Admin. Code Chapter 213, as a state agency, DSHS must procure products that comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 Tex. Admin. Code Chapter 213 when such products are available in the

commercial marketplace or when such products are developed in response to a procurement solicitation. If performance under this Contract includes the development, modification or maintenance of a website or other electronic and information resources for DSHS or for the public on behalf of DSHS, Contractor shall provide the Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Contractors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

Section 13.22 Force Majeure. Neither Party will be liable for any failure or delay in performing all or some of its obligations, as applicable, under this Contract if such failure or delay is due to any cause beyond the reasonable control of such Party, including, but not limited to, extraordinarily severe weather, strikes, natural disasters, fire, civil disturbance, epidemic, war, court order, or acts of God. The existence of any such cause of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the cause of the delay or failure has been removed and, if applicable, for any reasonable period of time thereafter required to resume performance. A Party, within a period of time reasonable under the circumstances, must inform the other by any reasonable method (phone, email, etc.) and, as soon as practicable, must submit written notice with proof of receipt, of the existence of a force majeure event or otherwise waive the right as a defense to non-performance.

Section 13.23 Interim Contracts. The Parties agree that the Contract and/or any of its Program Attachments shall automatically continue as an "Interim Contract" beyond the expiration date of the term of the Contract or Program Attachment(s), as applicable, under the following circumstances: (1) on or shortly prior to the expiration date of the Contract or Program Attachment, there is a state of disaster declared by the Governor that affects the ability or resources of the DSHS contract or program staff managing the Contract to complete in a timely manner the extension, renewal, or other standard contract process for the Contract or Program Attachment; and (2) DSHS makes the determination in its sole discretion that an Interim Contract is appropriate under the circumstances. DSHS shall notify Contractor promptly in writing if such a determination is made. The notice will specify whether DSHS is extending the Contract or Program Attachment for additional time for Contractor to perform or complete the previously contracted goods and services (with no new or additional funding) or is purchasing additional goods and services as described in the Program Attachment for the term of the Interim Contract, or both. The notice will include billing instructions and detailed information on how DSHS will fund the goods or services to be procured during the Interim Contract term. The Interim Contract will terminate thirty (30) days after the disaster declaration is terminated unless the Parties agree to a shorter period of time.

ARTICLE XIV BREACH OF CONTRACT AND REMEDIES FOR NON-COMPLIANCE

Section 14.01 Actions Constituting Breach of Contract. Actions or inactions that constitute breach of contract include, but are not limited to, the following:

- a) failure to properly provide the services and/or goods purchased under this Contract;
- b) failure to comply with any provision of this Contract, including failure to comply with all applicable statutes, rules or regulations;
- c) failure to pay refunds or penalties owed to the Department;
- d) failure to comply with a repayment agreement with the Department or agreed order issued by the Department;
- e) failure by Contractor to provide a full accounting of funds expended under this Contract;
- f) discovery of a material misrepresentation in any aspect of Contractor's application or response to the Solicitation Document;
- g) any misrepresentation in the assurances and certifications in the Contractor's application or response to the Solicitation Document or in this Contract; or
- h) Contractor is on or is added to the Excluded Parties List System (EPLS).

Section 14.02 General Remedies and Sanctions. The Department will monitor Contractor for both programmatic and financial compliance. The remedies set forth below are available to the Department against Contractor and any entity that subcontracts with Contractor for provision of services or goods. HHSC OIG may investigate, audit and impose or recommend imposition of sanctions to Department for any breach of this Contract and may monitor Contractor for financial compliance. The Department may impose one or more remedies or sanctions for each item of noncompliance and will determine sanctions on a case-by-case basis. Contractor is responsible for complying with all of the terms of this Contract. The listing of or use of one or more of the remedies or sanctions listed below does not relieve Contractor of any obligations under this Contract. A state or federal statute, rule or regulation, or federal guideline will prevail over the provisions of this Article unless the statute, rule, regulation, or guideline can be read together with the provision(s) of this Article to give effect to both. If the Contractor breaches this Contract by failing to comply with one or more of the terms of this Contract, including but not limited to compliance with applicable statutes, rules or regulations, the Department may take one or more of the actions listed below:

- a) terminate this Contract or a Program Attachment of this Contract as it relates to a specific program type. In the case of termination, the Department will inform Contractor of the termination no less than thirty (30) calendar days before the effective date of the termination in a notice of termination, except for circumstances that require immediate termination as described in the Emergency Action section of this Article. The notice of termination will state the effective date of the termination, the reasons for the termination, and, if applicable, alert the Contractor of the opportunity to request a hearing on the termination pursuant to Tex. Gov. Code Chapter 2105 regarding administration of Block Grants. The Contractor agrees that it shall not make any claim for payment or reimbursement for services provided from the effective date of termination;
- b) suspend all or part of this Contract. Suspension is, depending on the context, either (1) the temporary withdrawal of Contractor's authority to obligate funds pending corrective action by Contractor or its subcontractor(s) or pending a decision to terminate or amend

this Contract, or (2) an action taken by the Department to immediately exclude a person from participating in contract transactions for a period of time, pending completion of an investigation and such legal or debarment proceedings as may ensue. Contractor may not bill DSHS for services performed during suspension, and Contractor's costs resulting from obligations incurred by Contractor during a suspension are not allowable unless expressly authorized by the notice of suspension;

- c) deny additional or future contracts with Contractor;
- d) reduce the funding amount for failure to 1) provide goods and services as described in this Contract or consistent with Contract performance expectations, 2) achieve or maintain the proposed level of service, 3) expend funds appropriately and at a rate that will make full use of the award, or 4) achieve local match, if required;
- e) disallow costs and credit for matching funds, if any, for all or part of the activities or action not in compliance;
- f) temporarily withhold cash payments. Temporarily withholding cash payments means the temporary withholding of a working capital advance, if applicable, or reimbursements or payments to Contractor for proper charges or obligations incurred, pending resolution of issues of noncompliance with conditions of this Contract or indebtedness to the United States or to the State of Texas;
- g) permanently withhold cash payments. Permanent withholding of cash payment means that Department retains funds billed by Contractor for (1) unallowable, undocumented, disputed, inaccurate, improper, or erroneous billings; (2) material failure to comply with Contract provisions; or (3) indebtedness to the United States or to the State of Texas;
- h) declare this Contract void upon the Department's determination that this Contract was obtained fraudulently or upon the Department's determination that this Contract was illegal or invalid from this Contract's inception and demand repayment of any funds paid under this Contract;
- i) request that Contractor be removed from the Centralized Master Bidders List (CMBL) or any other state bid list, and barred from participating in future contracting opportunities with the State of Texas;
- j) delay execution of a new contract or contract renewal with Contractor while other imposed or proposed sanctions are pending resolution;
- k) place Contractor on probation. Probation means that Contractor will be placed on accelerated monitoring for a period not to exceed six (6) months at which time items of noncompliance must be resolved or substantial improvement shown by Contractor. Accelerated monitoring means more frequent or more extensive monitoring will be performed by Department than would routinely be accomplished;
- l) require Contractor to obtain technical or managerial assistance;
- m) establish additional prior approvals for expenditure of funds by Contractor;
- n) require additional or more detailed, financial and/or programmatic reports to be submitted by Contractor;
- o) demand repayment from Contractor when it is verified that the Contractor has been overpaid, e.g., because of disallowed costs, payments not supported by proper documentation, improper billing or accounting practices, or failure to comply with Contract terms;
- p) pursue a claim for damages as a result of breach of contract;

- q) require Contractor to prohibit any employee of Contractor from performing under this Contract or having direct contact with DSHS-funded clients or participants, or require removal of any officer or governing body member, if the employee, officer or member of the governing body has been indicted or convicted of the misuse of state or federal funds, fraud or illegal acts that are in contraindication to continued obligations under this Contract, as reasonably determined by DSHS;
- r) withhold any payments to Contractor to satisfy any recoupment, liquidated damages, or any penalty (if the penalty is permitted by statute) imposed by DSHS, and take repayment from funds available under this Contract in amounts necessary to fulfill Contractor's payment or repayment obligations;
- s) reduce the Contract term;
- t) recoup improper payments when it is verified that the Contractor has been overpaid, e.g., because of disallowed costs, payments not supported by proper documentation, improper billing or accounting practices or failure to comply with Contract terms;
- u) assess liquidated damages; or
- v) impose other remedies or penalties permitted by statute.

Section 14.03 Notice of Remedies or Sanctions. Department will formally notify Contractor in writing when a remedy or sanction is imposed (with the exception of accelerated monitoring, which may be unannounced), stating the nature of the remedies and sanction(s), the reasons for imposing them, the corrective actions, if any, that must be taken before the actions will be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the remedies and sanctions imposed. Other than in the case of repayment or recoupment, Contractor is required to file, within fifteen (15) calendar days of receipt of notice, a written response to Department acknowledging receipt of such notice. If requested by the Department, the written response shall state how Contractor shall correct the noncompliance (corrective action plan) or demonstrate in writing that the findings on which the remedies or sanction(s) are based are either invalid or do not warrant the remedies or sanction(s). If Department determines that a remedy or sanction is warranted, unless the remedy or sanction is subject to review under a federal or state statute, regulation, rule, or guideline, Department's decision is final. Department shall provide written notice to Contractor of Department's decision. If required by the Department, Contractor shall submit a corrective action plan for DSHS approval and take corrective action as stated in the approved corrective action plan. If DSHS determines that repayment is warranted, DSHS will issue a demand letter to Contractor for repayment. If full repayment is not received within the time limit stated in the demand letter, and if recoupment is available, DSHS will recoup the amount due to DSHS from funds otherwise due to Contractor under this Contract.

Section 14.04 Emergency Action. In an emergency, Department may immediately terminate or suspend all or part of this Contract, temporarily or permanently withhold cash payments, deny future contract awards, or delay contract execution by delivering written notice to Contractor, by any verifiable method, stating the reason for the emergency action. An "emergency" is defined as the following:

- a) Contractor is noncompliant and the noncompliance has a direct adverse impact on the public or client health, welfare or safety. The direct adverse impact may be programmatic or financial and may include failing to provide services, providing inadequate services, providing unnecessary services, or utilizing resources so that the

- public or clients do not receive the benefits contemplated by the scope of work or performance measures; or
- b) Contractor is expending funds inappropriately.

Whether Contractor's conduct or noncompliance is an emergency will be determined by Department on a case-by-case basis and will be based upon the nature of the noncompliance or conduct.

ARTICLE XV CLAIMS AGAINST THE DEPARTMENT

Section 15.01 Breach of Contract Claim. The process for a breach of contract claim against the Department provided for in Tex. Gov. Code Chapter 2260 and implemented in Department Rules §§ 1.431-1.447 shall be used by DSHS and Contractor to attempt to resolve any breach of contract claim against DSHS.

Section 15.02 Notice. Contractor's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Tex. Gov. Code Chapter 2260, subchapter B. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to DSHS's Office of General Counsel. The notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of DSHS and Contractor. Subchapter B is a condition precedent to the filing of a contested case proceeding under Tex. Gov. Code Chapter 2260, subchapter C.

Section 15.03 Sole Remedy. The contested case process provided in Tex. Gov. Code Chapter 2260, subchapter C, is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by DSHS if the Parties are unable to resolve their disputes under this Article.

Section 15.04 Condition Precedent to Suit. Compliance with the contested case process provided in Tex. Gov. Code Chapter 2260, subchapter C, is a condition precedent to seeking consent to sue from the Legislature under Tex. Civ. Prac. & Rem. Code Chapter 107. Neither the execution of this Contract by DSHS nor any other conduct of any representative of DSHS relating to this Contract shall be considered a waiver of sovereign immunity to suit.

Section 15.05 Performance Not Suspended. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Contractor, in whole or in part.

ARTICLE XVI TERMINATION

Section 16.01 Expiration of Contract or Program Attachment(s). Except as provided in the Survivability of Terms section of the General Terms Article, Contractor's service obligations set forth in each Program Attachment shall end upon the expiration date of that Program Attachment unless extended or renewed by written amendment. Prior to completion of the term of all

Program Attachments, all or a part of this Contract may be terminated with or without cause as set forth below.

Section 16.02 Effect of Termination. Termination is the permanent withdrawal of Contractor's authority to obligate previously awarded funds before that authority would otherwise expire or the voluntary relinquishment by Contractor of the authority to obligate previously awarded funds. Contractor's costs resulting from obligations incurred by Contractor after termination of an award are not allowable unless expressly authorized by the notice of termination. Upon termination of this Contract or Program Attachment, as applicable, Contractor shall cooperate with DSHS to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract or Program Attachment, as applicable, to DSHS or other entity designated by DSHS. Upon termination of all or part of this Contract, Department and Contractor will be discharged from any further obligation created under the applicable terms of this Contract or the Program Attachment, as applicable, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination and for Contractor's duty to cooperate with DSHS, and except as provided in the Survivability of Terms section of the General Terms Article. Termination does not, however, constitute a waiver of any remedies for breach of this Contract. In addition, Contractor's obligations to retain records and maintain confidentiality of information shall survive this Contract.

Section 16.03 Acts Not Constituting Termination. Termination does not include the Department's (1) withdrawal of funds awarded on the basis of the Contractor's underestimate of the unobligated balance in a prior period; (2) withdrawal of the unobligated balance at the expiration of the term of a program attachment; (3) refusal to extend a program attachment or award additional funds to make a competing or noncompeting continuation, renewal, extension, or supplemental award; (4) non-renewal of a contract or program attachment at Department's sole discretion; or (5) voiding of a contract upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception.

Section 16.04 Termination Without Cause.

- a) Either Party may terminate this Contract or a Program Attachment, as applicable, with at least thirty (30) calendar days prior written notice to the other Party, except that if Contractor seeks to terminate a Contract or Program Attachment that involves residential client services, Contractor must give the Department at least ninety (90) calendar days prior written notice and must submit a transition plan to ensure client services are not disrupted.
- b) The Parties may terminate this Contract or a Program Attachment by mutual agreement.
- c) Either Party may terminate this Contract or a Program Attachment with at least thirty (30) calendar days prior written notice to the other Party in the event funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendments to the Appropriations Act, health and human services consolidations, or any disruption of current appropriated funding for this Contract or Program Attachment.
- d) Department may terminate this Contract or a Program Attachment immediately when, in the sole determination of Department, termination is in the best interest of the State of Texas.

Section 16.05 Termination For Cause. Either Party may terminate for material breach of this Contract with at least thirty (30) calendar days written notice to the other Party. Department may terminate this Contract, in whole or in part, for breach of contract or for any other conduct that jeopardizes the Contract objectives, by giving at least thirty (30) calendar days written notice to Contractor. Such conduct may include one or more of the following:

- a) Contractor has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
- b) Contractor fails to communicate with Department or fails to allow its employees or those of its subcontractor to communicate with Department as necessary for the performance or oversight of this Contract;
- c) Contractor breaches a standard of confidentiality with respect to the services provided under this Contract;
- d) Department determines that Contractor is without sufficient personnel or resources to perform under this Contract or that Contractor is otherwise unable or unwilling to fulfill any of its requirements under this Contract or exercise adequate control over expenditures or assets;
- e) Department determines that Contractor, its agent or another representative offered or gave a gratuity (e.g., entertainment or gift) to an official or employee of DSHS or HHSC for the purpose of obtaining a contract or favorable treatment;
- f) Department determines that this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements or statement(s) of work or Solicitation Document on which this Contract is based in violation of Tex. Gov. Code § 2155.004; or Department determines that Contractor was ineligible to receive this Contract under Tex. Gov. Code §§ 2155.006 or 2261.053 related to certain disaster response contracts;
- g) Contractor appears to be financially unstable. Indicators of financial instability may include one or more of the following:
 - 1) Contractor fails to make payments;
 - 2) Contractor makes an assignment for the benefit of its creditors;
 - 3) Contractor admits in writing its inability to pay its debts generally as they become due;
 - 4) if judgment for the payment of money in excess of \$50,000 (that is not covered by insurance) is rendered by any court or governmental body against Contractor, and Contractor does not (a) discharge the judgment or (b) provide for its discharge in accordance with its terms, or (c) procure a stay of execution within thirty (30) calendar days from the date of entry of the judgment, and within the thirty (30)-day period or a longer period during which execution of the judgment has been stayed, appeal from the judgment and cause the execution to be stayed during such appeal while providing such reserves for the judgment as may be required under generally accepted accounting principles;
 - 5) a writ or warrant of attachment or any similar process is issued by any court against all or any material portion of the property of Contractor, and such writ or warrant of attachment or any similar process is not released or bonded within thirty (30) calendar days after its entry;
 - 6) Contractor is adjudicated bankrupt or insolvent;

- 7) Contractor files a case under the Federal Bankruptcy Code or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any case or petition against it under any such law;
- 8) any property or portion of the property of Contractor is sequestered by court order and the order remains in effect for more than thirty (30) calendar days after Contractor obtains knowledge thereof;
- 9) a petition is filed against Contractor under any state reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction, whether now or hereafter in effect, and such petition is not dismissed within thirty (30) calendar days;
- 10) Contractor consents to the appointment of a receiver, trustee, or liquidator of Contractor or of all or any part of its property;
- h) Contractor's management system does not meet the UGMS management standards; or
- i) Any required license, certification, permit, registration or approval required to conduct Contractor's business or to perform services under this Contract is revoked, is surrendered, expires, is not renewed, is inactivated or is suspended.

Section 16.06 Notice of Termination. Either Party may deliver written notice of intent to terminate by any verifiable method. If either Party gives notice of its intent to terminate all or a part of this Contract, Department and Contractor shall attempt to resolve any issues related to the anticipated termination in good faith during the notice period.

ARTICLE XVII VOID, SUSPENDED, AND TERMINATED CONTRACTS

Section 17.01 Void Contracts. Department may hold this Contract void upon determination that the award was obtained fraudulently or was otherwise illegal or invalid from its inception.

Section 17.02 Effect of Void, Suspended, or Involuntarily Terminated Contract. A Contractor who has been a party to a contract with DSHS that has been found to be void, suspended, or terminated for cause is not eligible for expansion of current contracts, if any, or new contracts or renewals until the Department has determined that Contractor has satisfactorily resolved the issues underlying the suspension or termination. Additionally, if this Contract is found to be void, any amount paid is subject to repayment.

Section 17.03 Appeals Rights. Pursuant to Tex. Gov. Code § 2105.302, after receiving notice from the Department of termination of a contract with DSHS funded by block grant funds, Contractor may request an administrative hearing under Tex. Gov. Code Chapter 2001.

ARTICLE XVIII CLOSEOUT AND CONTRACT RECONCILIATION

Section 18.01 Cessation of Services At Closeout. Upon expiration of this Contract or Program Attachment, as applicable, (and any renewals of this Contract or Program Attachment) on its own terms, Contractor shall cease services under this Contract or Program Attachment; and shall cooperate with DSHS to the fullest extent possible upon expiration or prior to expiration, as necessary, to ensure the orderly and safe transfer of responsibilities under this Contract to DSHS or other entity designated by DSHS. Upon receiving notice of Contract or Program Attachment termination or non-renewal, the Contractor agrees to immediately begin to effect an orderly and safe transition of recipients of services to alternative service providers, as needed. Contractor also agrees to completely cease providing services under this Contract or Program Attachment by the date specified in the termination or non-renewal notice. Contractor shall not bill DSHS for services performed after termination or expiration of this Contract or Program Attachment, or incur any additional expenses once this Contract or Program Attachment is terminated or has expired. Upon termination, expiration or non-renewal of this Contract or a Program Attachment, Contractor shall immediately initiate Closeout activities described in this Article.

Section 18.02 Administrative Offset. The Department shall have the right to administratively offset amounts owed by Contractor against billings.

Section 18.03 Deadline for Closeout. Contractor shall submit all financial, performance, and other Closeout reports required under this Contract within sixty (60) calendar days after the Contract or Program Attachment end date. Unless otherwise provided under the Final Billing Submission section of the Payment Methods and Restrictions Article, the Department is not liable for any claims that are not received within sixty (60) calendar days after the Contract or Program Attachment end date.

Section 18.04 Payment of Refunds. Any funds paid to the Contractor in excess of the amount to which the Contractor is finally determined to be entitled under the terms of this Contract constitute a debt to the Department and will result in a refund due. Contractor shall pay any amount due within the time period established by the Department.

Section 18.05 Disallowances and Adjustments. The Closeout of this Contract or Program Attachment does not affect the Department's right to disallow costs and recover funds on the basis of a later audit or other review or the Contractor's obligation to return any funds due as a result of later refunds, corrections, or other transactions.

Section 18.06 Contract Reconciliation. If Contractor is required to annually reconcile multi-year contracts, Contractor, within sixty (60) calendar days after the end of each year of this Contract, shall submit to the Division Contract Management Unit assigned to the Program Attachment all financial and reconciliation reports required by Department in forms as determined by Department. Required reconciliation forms and reports may include the following: Cash Match Participation Form, In-kind Match Participation Form, Program Income Report, Equipment Inventory, Controlled Items Inventory, Contractor's Release Agreement, and Reconciliation Refund Remittance Form. Any additional forms or reports required by Department will be posted on the DSHS website prior to the reconciliation period. Unless otherwise directed by Department, all forms and reports must be submitted in hard copies, with original signatures if required, to DSHS by the due date.

DATE: 10/13/2009

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 9.1292.441.00.350.001.0.XXX WIC ADM.

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

Honorable Commissioner's Court of Hidalgo County :

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

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
9.1292.441.00.350.001.0.441	LAND & BLDG RENTALS	64,814.40
9.1292.441.00.350.001.0.431	LDG&OTHR STRUC R&M SRV	4,000.00
9.1292.441.00.350.001.0.432	EQUIP&VEH R&M SRV	2,970.05
9.1292.331.10.350.001.0.000	WIC ADM- REVENUES	71,784.45
TOTAL FUND BALANCE IMPACT		71,784.45

REASON: To appropriate WIC services contract funds. Funding in the amount of \$10,035,304.55 previously appropriated was based on County Auditors projection. REF: AI-17638 10/6/09

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE: ATTEST COUNTY CLERK

AI-18038

17.A.

**COPS Technology Program Grant
CC REGULAR**

Date: 10/20/2009
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.
Agenda Category: Sheriff's Office

Information

CAPTION

Authorization and Approval to accept the COPS Technology Program Grant awarded by the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS), in the amount of \$75,000.00.

BACKGROUND

Approval to apply for the grant was authorized by Commissioners' Court on 06/22/09 (Item No. 18B).

The grant period is March 11, 2009 to March 10, 2012. The monies are to be used for the purchase of equipment. Our office will be submitting the grant budget at a later date.

No local cash match is required.

#2009CKWX0296

Fiscal Impact

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

BUDGETARY IMPACT:

Approval to accept the COPS Technology Program Grant award by the U.S. Department of Justice.
Grant amount \$75,000; no local match required.

The appropriation will be submitted at a later date.

Attachments

Link: [COPS.technology.award](#)

Form Routing/Status

Route Seq Inbox	Approved By	Date	Status

1	Anacleto Martinez	Anacleto Martinez	10/14/2009 04:55 PM	APRV
2	Budget & Management	Erika Zamora	10/15/2009 08:43 AM	APRV
3	Manuel Chapa	Manuel Chapa	10/16/2009 10:35 AM	APRV
4	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Emilia Uriegas

Started On: 10/14/2009 04:20 PM

Final Approval Date: 10/16/2009



U.S. Department of Justice

Office of Community Oriented Policing Services (COPS)

Office of the Director
1100 Vermont Ave., NW
Washington, DC 20530

September 21, 2009

Sheriff Guadalupe Treviño
Hidalgo County
711 El Cibolo Road
P.O. Box 1228
Edinburg, TX 78540

Re: Technology Program Grant #2009CKWX0296
ORI#: TX10800

Dear Sheriff Treviño:

Congratulations! On behalf of Attorney General Eric Holder, I am pleased to inform you that the COPS Office has approved your agency's request for funding in the amount of \$75,000 under the COPS Technology Program. Enclosed in this packet is your grant award. **The award document must be signed and returned to the COPS Office within 90 days from the date of this letter to officially accept your grant.** On the reverse side of the grant award is a list of conditions that apply to your grant. You should read and familiarize yourself with these conditions. In addition, your Grant Owner's Manual and other important information to assist you with the implementation of your award are available online at <http://www.cops.usdoj.gov/Default.asp?Item=2200>.

The official start date of your grant is March 11, 2009. Therefore, you can be reimbursed for approved expenditures made on or after this date. Please carefully review the Financial Clearance Memorandum included in your award package to determine your approved budget, as some of your requested items may not have been approved by the COPS Office during the budget review process, and grant funds may only be used for approved items. Also, please be aware that any vendor or contractor who participated in drafting your grant application may not receive federal funding for any procurement under this award.

Within a few weeks, you will receive a financial documentation package from the Office of the Chief Financial Officer, Office of Justice Programs. This important package will contain the forms and instructions necessary to begin drawing down funds for your grant.

Once again, congratulations on your Technology Program award. If you have any questions about your grant, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 1.800.421.6770.

Sincerely,

David M. Buchanan
Acting Director



U. S. Department of Justice
Community Oriented Policing Services
Grants Administration Division
Law Enforcement Technology

Treasury Account Symbol (TAS) 15X0406

Grant #: 2009CKWX0296

ORI #: TX10800

Applicant Organization's Legal Name: Hidalgo County

OJP Vendor #: 746000717

DUNS#: 557453008

Law Enforcement Executive: Sheriff Guadalupe Treviño

Address: 711 El Cibolo Road

P.O. Box 1228

City, State, Zip Code: Edinburg, TX 78540

Telephone: (956) 383-8114

Fax: (956) 393-6179

Government Executive: County Judge Juan Dedios Salinas

Address: 100 East Cano Street

P.O. Box 1356

City, State, Zip Code: Edinburg, TX 78539

Telephone: (956) 318-2600

Fax: (956) 318-2699

Award Start Date: 3/11/2009

Award End Date: 3/10/2012

Award Amount: \$ 75,000.00

SEP 2 2009

David Buchanan
Acting Director

Date

By signing this Award Document, the grantee agrees to abide by all 19 Grant Terms and Conditions on the reverse side of this document and the attached pages:

Signature of Law Enforcement Official with the
Authority to Accept this Grant Award

Typed Name and Title of Law Enforcement
Official

Date

Signature of Government Official with the Authority to
Accept this Grant Award

Typed Name and Title of Government Official

Date

False statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any remedy available by law to the Federal Government.

Award ID:
96111

U.S. Department of Justice
Office of Community Oriented Policing Services
Technology Program Grant Terms and Conditions

By signing the Award Document to accept this Technology Program grant, your agency agrees to abide by the following grant conditions:

1. The grantee agrees to comply with the terms and conditions in this 2009 COPS Technology Program Grant Owner's Manual; COPS statute (42 U.S.C. §. 3796dd, et seq.); 28 C.F.R. Part 66 or 28 C.F.R. Part 70 as applicable (governing administrative requirements for grants and cooperative agreements); 2 C.F.R. Part 225 (OMB Circular A-87), 2 C.F.R. Part 220 (OMB Circular A-21), 2 C.F.R. Part 230 (OMB Circular A-122) and 48 C.F.R. Part 31.000 et seq. (FAR 31.2) as applicable (governing cost principles); OMB Circular A-133 (governing audits); representations made in the COPS Technology Program grant application; and all other applicable program requirements, laws, orders, regulations, or circulars.
2. The grantee acknowledges its agreement to comply with the Assurances and Certifications forms that were submitted as part of its Technology Program application.
3. The funding under this project is for the payment of approved costs for the continued development of technologies and automated systems to assist state, local, and tribal law enforcement agencies in investigating, responding to, and preventing crime. The allowable costs for which your agency's grant has been approved are limited to those listed on the Financial Clearance Memorandum, which is included in your agency's award package.

The Financial Clearance Memorandum specifies the costs that your agency is allowed to fund with your Technology grant. It also describes any costs which have been disallowed after review of your proposed budget. **Your agency may not use Technology grant funds for any costs that are not identified as allowable in the Financial Clearance Memorandum.**

4. Travel costs for transportation, lodging and subsistence, and related items are allowable under the Technology Program with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. Part 225 (OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments), 2 C.F.R. Part 220 (OMB Circular A-21, Cost Principles for Educational Institutions), 2 C.F.R. Part 230 (OMB Circular A-122, Cost Principles for Non-Profit Organizations), and 48 C.F.R. Part 31.000, et seq. (FAR-31.2, Cost Principles for Commercial Organizations), as applicable.
5. When procuring information-sharing services, hardware, software, or other equipment, the grantee agrees to procure and implement those items in accordance with the applicable standards outlined in the terms and conditions of the Grant Owner's Manual.
6. State, local, and tribal governments must use Technology Program grant funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for grant purposes (hiring, training, purchases, and/or activities) during the grant period. In other words, grantees may not use COPS funds to supplant (replace) state, local, or Bureau of Indian Affairs funds that would have been dedicated to the COPS-funded item(s) in the absence of the COPS grant.
7. Your agency may request an extension of the grant award period to receive additional time to implement your grant program. Such extensions do not provide additional funding. Only those grantees that can provide a reasonable justification for delays will be granted no-cost extensions. **Extension requests must be received prior to the end date of the award. Any extension requests received after an award has expired will be approved only under very limited circumstances.**
8. Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its Technology Program award. Grant modifications under the Technology Program are evaluated on a case-by-case basis. Movement of dollars between approved budget categories (as reflected in the original Financial Clearance Memorandum provided with the Award Document) or other budget modifications are allowed up to ten percent (10%) of the total award amount as last approved by the COPS Office, provided there is no change in project scope. When any cumulative changes exceed ten percent of the total award amount or change the scope of the project, prior approval from the COPS Office is required. The grantee must promptly notify the COPS Office in writing of proposed changes in excess of ten percent of the total award amount, and must obtain written approval from COPS for these changes before incurring the proposed costs. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.
9. The COPS Office may conduct monitoring or sponsor national evaluations of the COPS Technology Program. The grantee agrees to cooperate with the monitors and evaluators.
10. To assist the COPS Office in the monitoring of your award, your agency will be responsible for submitting periodic programmatic progress reports and quarterly financial reports.
11. Federal law requires that law enforcement agencies receiving federal funding from the COPS Office must be monitored to ensure compliance with their grant conditions and other applicable statutory regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of grant implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Grant monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and program reporting, and audit resolution. As a COPS Technology grantee, you agree to cooperate with and respond to any requests for information pertaining to your grant.
12. All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).
13. Grantees using Technology Program funds to operate an interjurisdictional criminal intelligence system must comply with operating principles of 28 C.F.R. Part 23. The grantee acknowledges that it has completed, signed and submitted with its grant application the relevant Special Condition certifying its compliance with 28 C.F.R. Part 23.
14. Grantees who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$100,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down grant funds for that item.
15. The grantee agrees to submit one copy of all reports and proposed publications resulting from this grant 20 days prior to public release. Any publications (including written, software, visual, or sound, but excluding press releases, newsletters, and issue analyses), whether published at the recipient's or government's expense, shall contain the following statement: "This project was supported by Grant # _____, awarded by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific companies, products, or services should not be considered an endorsement by the author(s) or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues."
16. The grantee agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.

U.S. Department of Justice
Office of Community Oriented Policing Services
Technology Program Grant Terms and Conditions

17. To facilitate communication among local and state governmental agencies regarding various information technology projects, the grantee agrees to notify the appropriate State Information Technology Point of Contact of the receipt of this grant award. For a list of State Information Technology Points of Contact, visit <http://www.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.

18. The grantee agrees to comply with 28 C.F.R. Part 61 (Procedures for Implementing the National Environmental Policy Act).

19. False statements or claims made in connection with COPS grants may result in fines, imprisonment, or debarment from participating in federal grants or contracts, and/or any other remedy available by law.



U. S. Department of Justice
Community Oriented Policing Services

Grants Administration Division
Law Enforcement Technology

1100 Vermont Avenue, NW
Washington, DC 20530

Memorandum

To: Sheriff Guadalupe Treviño
Hidalgo County

From: Andrew A. Dorr, Assistant Director for Grants Administration
Raymond Reid, Grant Program Specialist
Budget Prepared By: Raymond Reid, Grant Program Specialist

Re: Law Enforcement Technology Financial Clearance Memo

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

OJP Vendor #: 746000717

ORI #: TX10800

DUNS #: 557453008

Grant #: 2009CKWX0296

<u>Budget Category</u>	<u>Proposed Budget</u>	<u>Approved Budget</u>	<u>Adjustments</u>	<u>Disallowed/Adjusted - Reasons/Comments</u>
Equipment	\$70,674.00	\$70,674.00	\$0.00	
Other	\$4,326.00	\$4,326.00	\$0.00	
Direct Costs:	\$75,000.00	\$75,000.00	\$0.00	
Grand Total	\$75,000.00	\$75,000.00	\$0.00	
Grand Total:	Federal Share: \$ 75,000.00 Applicant Share: \$ 0.00			

Cleared Date: 8/18/2009

Overall Comments:

All costs listed in this budget were programmatically approved based on the final Budget Detail Worksheets submitted by your agency to the COPS Office. Maintenance agreements (if applicable) must be purchased and paid in full within the three-year grant period. Prior to the obligation, expenditure or drawdown of grant funds for non-competitive contracts in excess of \$100,000, grantee must submit a sole source justification to the COPS Office for review and approval. Prior to the obligation, expenditure, or drawdown of grant funds for consultant fees in excess of \$550 per day when the consultant is hired through a noncompetitive bidding process, approval must be obtained from the COPS Office. If the vendor number on this form differs from the EIN number included in your application, then for administrative purposes only, we are assigning a different vendor number to your agency. The reason for this administrative change is that your original EIN number has been assigned to another agency. If this applies to your agency, please use the new vendor number on all financial documents related to this grant award. The vendor number should not be used for IRS purposes and only applies to this grant.



COMMUNITY ORIENTED POLICING SERVICES
U.S. DEPARTMENT OF JUSTICE

ACCEPTING YOUR GRANT AWARD

Frequently Asked Questions (Rev. August 2009)

HOW DO I ACCEPT THIS AWARD?

Accepting your COPS award is a simple and straightforward process. The award document to accept your new grant can be found in the award packet. Other important information about your award can be found online at www.cops.usdoj.gov. You should carefully read all award information prior to signing the award document and accepting your grant.

- **COPS Grant Award Document** – To accept your award, this document must be signed by the top law enforcement and government executives or agency executives as indicated on your award document, and then returned to the COPS Office.

WHERE CAN I FIND THE SUPPORTING PAPERWORK FOR MY AWARD, SUCH AS THE GRANT OWNER'S MANUAL?

For your convenience, we have several supporting documents available online at www.cops.usdoj.gov to assist you in implementing your grant. These resources include a Grant Owner's Manual, Financial Status Report (SF-269A), "Helpful Hints" Guide for Completing an SF-269A, Change of Information Sheet, COPS Publication Request Form, and letter regarding federal civil rights laws.

WHO MUST SIGN THE AWARD DOCUMENT?

The law enforcement and government executives (as indicated on your award document) that have ultimate financial and programmatic authority for the grant must sign the award document. They are generally the highest-ranking officials within your jurisdiction (e.g., Chief of Police, Sheriff, or equivalent for law enforcement executives, and Mayor, City Administrator, or equivalent for government executives). For non-law enforcement agencies (universities, private organizations, etc.), the authorized officials are the programmatic and financial officials who have the ultimate signatory authority to sign contracts on behalf of your organization. Typically, these are the same executives who signed the forms located in your application package.

ARE PHOTOCOPIED OR STAMPED SIGNATURES ACCEPTABLE ON THE AWARD DOCUMENT?

No. All signatures on the award document must be original. Stamped or photocopied signatures will not be accepted.

MAY I RETURN A SIGNED PHOTOCOPY OF THE AWARD DOCUMENT?

No. Only a signed, original award document (i.e., the actual document mailed to you by the COPS Office) will be accepted.

HOW LONG DO I HAVE TO RETURN THE SIGNED AWARD DOCUMENT?

Your agency has 90 days from the date listed on the award congratulatory letter to return your signed award document to the COPS Office. Failure to return your signed award document within the 90-day

time frame will result in your inability to access grant funds, and may result in your agency being withdrawn from your COPS grant program.

THE GOVERNING BODY IN MY JURISDICTION NEEDS MORE TIME BEFORE GIVING FINAL APPROVAL TO ACCEPT THIS GRANT. WHAT DO I DO?

If your agency needs more than 90 days to sign and return the award document, please contact your Grant Program Specialist at 1.800.421.6770 to request an extension of the return period. All time extensions for purposes of returning the award document will be considered on a case-by-case basis.

WHERE DO I MAIL THE SIGNED AWARD DOCUMENT?

Your signed award document should be mailed to the following address:

For the Technology Program, Methamphetamine Initiative, or Safe Schools Initiative (SSI):
U.S. Department of Justice, COPS Office
ATTN: [Grant Program Name] Control Desk, 9th Floor
1100 Vermont Ave, NW
Washington, DC 20530 (20005 for overnight delivery)

For the COPS Hiring Recovery Program (CHRP), Child Sexual Predator Program (CSPP), Tribal Resources Grant Program (TRGP), or Secure Our Schools (SOS):
U.S. Department of Justice, COPS Office
ATTN: [Grant Program Name] Control Desk, 8th Floor
1100 Vermont Ave, NW
Washington, DC 20530 (20005 for overnight delivery)

Before you can draw down these grant funds, the COPS Office must receive the signed award document from your agency. To ensure that we receive your signed award in a timely manner, we encourage you to submit your signed award by express or overnight delivery service.

WHAT IF THE GOVERNMENT AND/OR LAW ENFORCEMENT EXECUTIVE INFORMATION ON THE AWARD DOCUMENT HAS CHANGED?

Please review the information on your award document carefully. If a change in information (address, phone number, etc.) has occurred, **do not change or correct that information on the award document.** Rather, a Change of Information form should be submitted to our office. You may submit a Change of Information online through Account Access at www.cops.usdoj.gov or you may print a fillable form to submit via fax or mail. Complete the relevant part(s) of that document and submit it to the COPS Office. The COPS Office will then update our records to reflect any changes.

If the actual law enforcement or government executive listed on the award document has changed, the new executive in that position should simply sign the award document. Again, **do not alter any executive information shown on your award document, even if it needs to be updated.** Simply complete a Change of Information form as described above in order to reflect the new executive.

WHERE CAN I FIND A LIST OF CONDITIONS THAT APPLY TO MY GRANT?

Beginning on the reverse side of your award document, you will find your award's grant terms and conditions. The same conditions can also be found in the Grant Owner's Manual, which is available online at www.cops.usdoj.gov. Please read and familiarize yourself with these conditions.

I STILL HAVE QUESTIONS ABOUT MY AWARD. WHAT DO I DO?

If you still have questions, please feel free to call the COPS Office Response Center at 1.800.421.6770 and ask to speak with your Grant Program Specialist.

AI-18053

18.A.

**Open an Un-Opened 48' County Road
CC REGULAR**

Date: 10/20/2009
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Category: Right of Way

Information

CAPTION

Authorization for consideration and/or approval to open an Un-Opened 48' County Road located between lots 6, 7, 18, 19, 30, 31, 42, 43, 54, 55, 67, 66, 78 & 79 Homeville Association Block "C".

BACKGROUND

Fiscal Impact

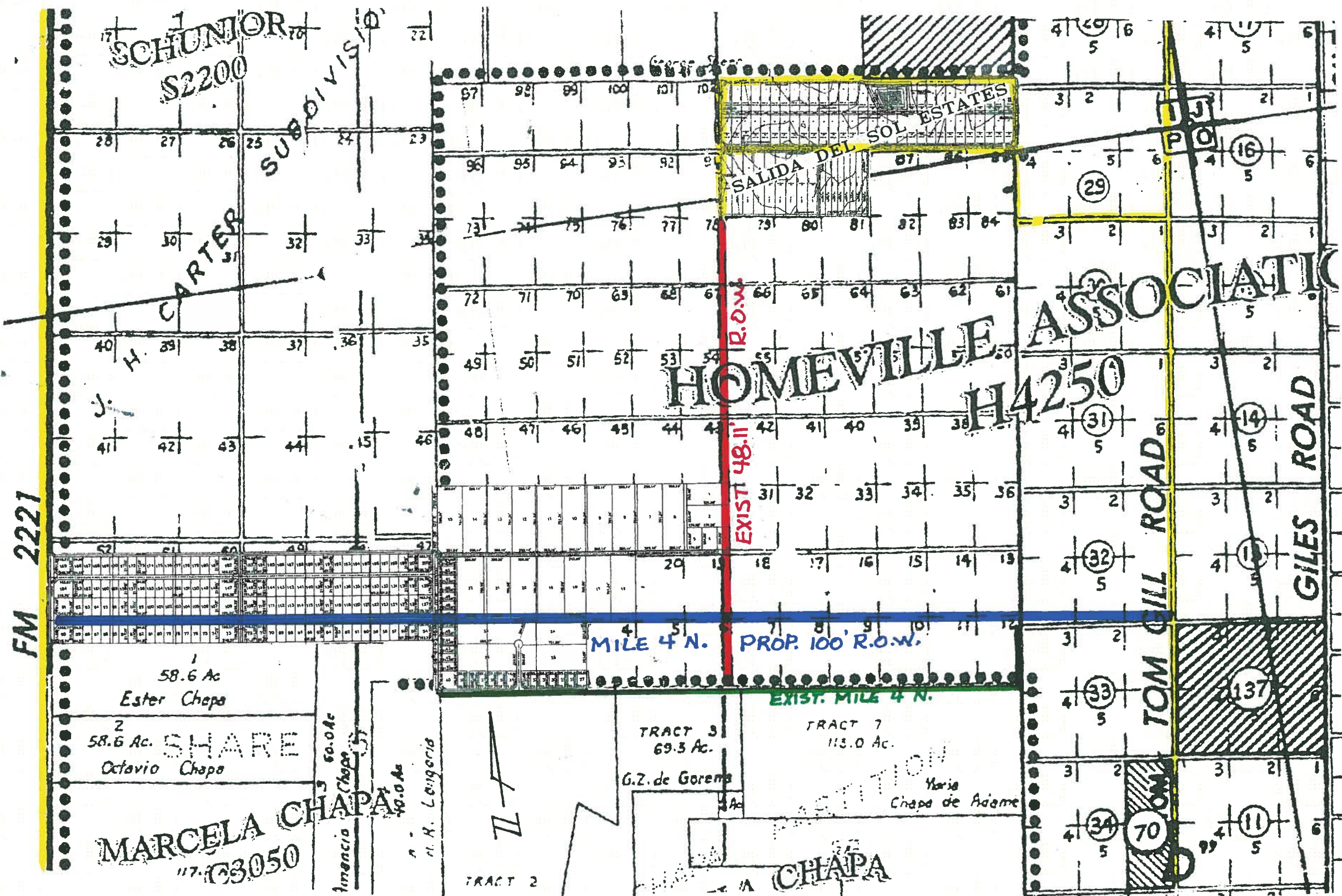
<u>FISCAL YEAR:</u>	<u>ACCT. #:</u>
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>
<u>BUDGETARY IMPACT:</u> No budgetary impact	

Attachments

Link: Exhibit A

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/15/2009 03:39 PM	APRV
2	Olga Garza	Olga Garza	10/16/2009 01:47 PM	APRV
3	Auditor's Office		10/16/2009 05:02 PM	NEW
Form Started By: Sandra Garcia			Started On: 10/15/2009 01:57 PM	
Final Approval Date: 10/16/2009				



AI-18043

19.A.

**Anzalduas Boat Ramp Status Reports
CC REGULAR**

Date: 10/20/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: Precinct #3

Information

CAPTION

Consideration and approval of Status Reports to Texas Parks and Wildlife for the Anzalduas Boat Ramp Project for the periods:

April 1, 2009 to June 30, 2009

July 1, 2009 to September 30, 2009

BACKGROUND

Status Reports will be provided at CC.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No funding required.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/15/2009 08:43 AM	APRV
2	Perla Lopez	Perla Lopez	10/16/2009 04:43 PM	APRV
3	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Norma Ceballos
Started On: 10/14/2009 05:01 PM
Final Approval Date: 10/16/2009

AI-17955**20.A.****TXDOT Projects
CC REGULAR**

Date: 10/20/2009
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Sergio Cruz
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information**CAPTION**

Approval to pay TxDOT the proportionate share of the actual cost of acquiring right of way for the following projects:

Project	Limits	ROW CSJ	Balance Due
US 83	FM 1423 to FM 1015	0039-18-103	\$ 11,512.52
US 83	Showers to Insp. Rd.	0039-17-144	\$212,499.28
US 281	SH 495 to Trenton Rd.	0255-08-093	\$ 4,262.46
Bus. 83	Penitas to Showers Rd.	0039-02-056	\$ 43,011.20
Bus. 83	FM 2557 to 1st St. Donna	0039-04-101	\$ 3,421.46
Bus. 83	Showers Rd. to FM 1427	0039-02-054	\$ 19,280.03
Bus. 83	FM 1427 to US 83	0039-02-053	\$ 1,974.28
		TOTAL	\$295,961.23

BACKGROUND

Fiscal Impact**FISCAL YEAR:** 9**ACCT. #:****FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

*please attached expenditure summary.

AttachmentsLink: TxDOT backupLink: exp summ

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/08/2009 02:52 PM	APRV
2	Roland Garcia	Rolando Garcia	10/15/2009 02:41 PM	APRV
3	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Dale Kennan

Started On: 10/08/2009 02:07 PM

Final Approval Date: 10/16/2009



Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

October 8, 2009

Linda Fong, First Assistant Auditor
County Auditor Office
Hidalgo County
2818 S. Bus. Hwy 281
Edinburg, TX 78539

REF: Outstanding Receivables Projects

Dear Linda:

We are herein re-submitting this revised cover letter to replace the one submitted to Sergio Cruz, Manager Strategic Planning dated August 20, 2009 as requested at a meeting held earlier today with you. The chart below has been modified to show the current amount due as a result of a subsequent internal audit performed by our ROW Division and by our District ROW Section staff.

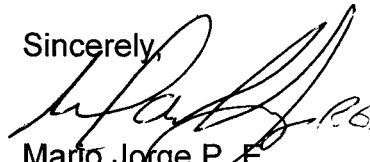
Project	Limits	Status	ROW CSJ	Final Obligation	Collected	Balance Due
US 83	FM 1423 to FM 1015	Completed	0039-18-103	\$ 25,867.52	\$14,355.00	\$ 11,512.52
US 83	Showers to Insp. Rd	On-Going	0039-17-144	\$312,852.52	\$98,463.00	\$212,499.28
US 281	SH 495 to Trenton Rd	Completed	0255-08-093	\$ 41,324.46	\$37,062.00	\$ 4,262.46
Bus 83	Penitas to Showers Rd	On-Going	0039-02-056	\$ 64,461.20	\$21,450.00	\$ 43,011.20
Bus 83	FM 2557to 1 st St. Donna	Completed	0039-04-101	\$ 12,921.46	\$ 9,500.00	\$ 3,421.46
Bus 83	Showers Rd to FM 1427	Completed	0039-02-054	\$ 32,480.03	\$13,200.00	\$ 19,280.03
Bus 83	FM 1427 to US83	Completed	0039-02-053	\$ 28,077.28	\$26,103.00	\$ 1,974.28
			Totals	\$526,236.22	\$226,133.00	\$295,961.23

I trust that this letter will satisfy your request and that our request will be presented to Hidalgo County Commissioners Court's for action soon and ask that a warrant in the amount **\$295,961.23** will be issued and forwarded to our office as soon as possible.

Linda Fong
October 8, 2009
Page 2

We thank you for partnering with the State to acquire the needed right of way for this acquisition project. Your prompt response to our request will allow us to close out this project.

Sincerely,



Mario Jorge P. E.
Pharr District Engineer

Cc: Jody Ellington P. E., Director of Transportation Planning and Development
Hector Gonzalez, P.E., Pharr Area Office Engineer
Jesse Esquierdo, Right of Way Agent

FIM.CST.5801
REQUESTED BY: NJOHNSON

TEXAS DEPARTMENT OF TRANSPORTATION
FINANCIAL INFORMATION MANAGEMENT SYSTEM
PROJECT FUNDING & EXPENDITURE SUMMARY
AS OF AUGUST 5, 2009

PAGE: 1
RUN DATE: 08/06/09
DIST: 21

DISTRICT	MANAGER # 760	PROJECT #	CONTRACT CSJ	SECONDARY CSJS	PROJECT STATUS
21	LUANA M. GONZALEZ	ROW 8021-01-034		0039-01-051	ACTIVE

LIMITS:

LOCAL AND OTHER FUNDING									
FUNCTION FROM TO		SF	PART	FUND	ENTITY	OBLIGATION AMOUNT		LTD EXPENDITURES EXCLUDING INDIRECT	DEPOSITS RECEIVED LESS REFUNDS
CSJ	0039-01-051	400	610	A	10.0	3502140006	STARR	731,000.00	731,000.00
CSJ	0039-01-051	400	610	C	10.0	3501090006	HIDALGO	6,000.00	6,000.00
TOTAL LOCAL & OTHER OBLGS, EXPS, & DEPOSITS RECEIVED						737,000.00		426,555.97	737,000.00

STATE FUNDING

FUNCTION FROM TO		SF	PART	FUND	ENTITY	OBLIGATION AMOUNT		LTD EXPENDITURES	DEPOSITS RECEIVED LESS REFUNDS
CSJ	0039-01-051	400	610	N	100.0	2000600000		6,822,680.75	
CSJ	0039-01-051	400	610	A	90.0	2000600000		4,279,064.38	
CSJ	0039-01-051	400	610	C	90.0	2000600000		34,033.02	
TOTAL STATE OBLIGATIONS AND EXPENDITURES						9,000,000.00		11,135,778.15	

UNBILLABLE INDIRECT COSTS POSTED TO FEDERAL FUNDING SOURCES 0.00

UNBILLABLE INDIRECT COSTS POSTED TO LOCAL & OTHER FUNDING SOURCES 52,677.67

TOTAL PROJECT OBLIGATIONS AND EXPENDITURES 11,615,011.79

Run Date 10/13/09 10:19 AM

Hidalgo County

Page No 1

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>		<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1315 TXDOT PROJECTS							
9-1315-431-00-121-073-0-841	TXDOT-PCT1-US83(FM1423-FM1015)-AID TO GO	11,512.52	.00	.00	.00	11,512.52	.00
9-1315-431-00-121-074-0-841	TXDOT-PCT1-BUS83(FM2557-1st ST DONNA)-AI	3,421.46	.00	.00	.00	3,421.46	.00
9-1315-431-00-260-002-0-841	TXDOT ROW-US 281-AID TO GOVT AGENCY	4,262.46	.00	.00	.00	4,262.46	.00
9-1315-431-00-260-004-0-841	TXDOT ROW-BUS 83 PH2-AID TO GOVT AGENCY	19,280.03	.00	.00	.00	19,280.03	.00
9-1315-431-00-260-006-0-841	TXDOT ROW-BUS 83 PH1-AID TO GOVT AGENCY	1,974.28	.00	.00	.00	1,974.28	.00
9-1315-431-00-260-007-0-841	TXDOT ROW-US 83 PALMVIEW-AID TO GOVT AGE	214,389.52	.00	.00	.00	214,389.52	.00
9-1315-431-00-260-008-0-841	TXDOT ROW-BUS 83 PH3-AID TO GOVT AGENCY	43,011.20	.00	.00	.00	43,011.20	.00
1315 TXDOT PROJECTS		297,851.47	.00	.00	.00	297,851.47	.00
9 YEAR		297,851.47	.00	.00	.00	297,851.47	.00

AI-18083

20.B.1.

Interdept transfer from Texas State Guard to Co. Wide Contingency (1100)
CC REGULAR

Date: 10/20/2009
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management
Purchasing only: Interdepartmental Transfers

Information

CAPTION

Countywide Administration (1100):
Approval of 2009 interdepartmental transfer from Texas State Guard to Countywide Administration in the amount of \$33,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009
ACCT. #: 9-1100-4XX-XX-11X-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
9-1100-429-20-110-066-0-890 --> 9-1100-415-00-115-002-0-899 \$33,000.00

Funds available as of 10-16-09.

Attachments

Link: Interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	10/16/2009 03:37 PM	APRV
2	Budget & Management	Erika Zamora	10/16/2009 03:39 PM	APRV
3	Erika Zamora	Erika Zamora	10/16/2009 04:46 PM	APRV
4	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Ivan Cantu
Started On: 10/16/2009 03:27 PM
Final Approval Date: 10/16/2009

DATE: October 16, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Interdepartmental Transfer



DEPARTMENT NAME: Dept of Budget & Mgmt for Co. Wide Administration

ACCOUNT NUMBER: 9-1100-4XX-00-11X-0XX-0-XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

SUBJECT: Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

[illegible]

REASON:	To fund anticipated expenditures.

SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

AI-17966

20.B.2.

**BCAP Inter-Rnd II Projects Material Testing Funding
CC REGULAR**

Date: 10/20/2009
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

Pct. #2 BCAP (1311):
Approval of 2009 interdepartmental transfer for Pct. 2 BCAP (1311) from Roadrunner #2, (program 620), to various BCAP programs in the total amount of \$3,914.71 to fund anticipated project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1311-431-00-122-620-0-734
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

available balance of \$52,694.87 as of 10/15/09.

Attachments

Link: LIT (revised)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/09/2009 09:27 AM	APRV
2	Roland Garcia	Rolando Garcia	10/15/2009 11:43 AM	APRV
3	Auditor's Office	Angela Garcia	10/15/2009 02:02 PM	APRV
4	Roland Garcia	Rolando Garcia	10/16/2009 08:28 AM	APRV
5	Purchasing Department	Marty Salazar	10/16/2009 10:32 AM	APRV

Form Started By: Marcie Jackson

Started On: 10/09/2009 08:49 AM

Final Approval Date: 10/16/2009

AI-18068

20.B.3.

**Interdepartmental transfer from Co. Wide Adm. to Easter Seals RGV
CC REGULAR**

Date: 10/20/2009

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Submitted For: Dina Trevino

Department: BUDGET &
MANAGEMENT

Agenda Category: Budget and
Management

Purchasing only: Interdepartmental
Transfers

Information

CAPTION

Easter Seals RGV (1100):

Approval of 2009 interdepartmental transfer from Co. Wide Adm. to Easter Seals RGV in the amount of \$5,000.00 to fund electricity expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-4XX-00-115-0XX-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

9-1100-415-00-115-002-0-899 --> 9-1100-444-00-115-030-0-622

Funds available as of 10/15/09.

Attachments

Link: Interdept Trsf

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/16/2009 08:19 AM	APRV
2	Roland Garcia	Rolando Garcia	10/16/2009 08:56 AM	APRV
3	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Erika Zamora
Started On: 10/15/2009 04:55 PM
Final Approval Date: 10/16/2009

DATE: October 15, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009

Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Easter
Seals RGV

ACCOUNT NUMBER: 9-1100-4XX-00-115-0XX-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

SUBJECT: Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

[illegible]

REASON:

Transfer to fund electricity expenditures.

SIGNATURE

COMMISSIONERS COURT

DATE _____

ATTEST, COUNTY CLERK

AI-18064

20.B.4.

**Interdepartmental transfer from Co. Wide Adm. to Facilities Management
CC REGULAR**

Date: 10/20/2009

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Submitted For: Dina Trevino

Department: BUDGET &
MANAGEMENT

Agenda Category: Budget and
Management

Purchasing only: Interdepartmental
Transfers

Information

CAPTION

Facilities Management (1100):

Approval of 2009 interdepartmental transfer from Co. Wide Adm. to Facilities Management in the amount of \$100,000.00 to fund electricity expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-41X-X0-XXX-00X-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

9-1100-415-00-115-002-0-899 --> 9-1100-419-40-220-001-0-622

Funds available as of 10/15/09.

Attachments

Link: [Interdept trsf](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/15/2009 03:53 PM	APRV
2	Olga Garza	Olga Garza	10/16/2009 01:48 PM	APRV
3	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Erika Zamora
Started On: 10/15/2009 03:48 PM

Final Approval Date: 10/16/2009

DATE: October 15, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009

Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Facilities Mgmt

ACCOUNT NUMBER: 9-1100-41X-X0-XXX-00X-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

SUBJECT: Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

[illegible]

REASON:

Transfer to fund electricity expenditures.

SIGNATURE

COMMISSIONERS COURT

DATE _____

ATTEST, COUNTY CLERK

AI-18062

20.B.5.

**Interdepartmental transfer from Co. Wide Adm. to Pct. 3 Sanitation
CC REGULAR**

Date: 10/20/2009

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Submitted For: Dina Trevino

Department: BUDGET &
MANAGEMENT

Agenda Category: Budget and
Management

Purchasing only: Interdepartmental
Transfers

Information

CAPTION

Pct. #3 Sanitation (1100):

Approval of 2009 interdepartmental transfer from Co. Wide Adm. to Pct. 3 Sanitation in the amount of \$45,000.00 to fund tire disposal service expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-4XX-00-1XX-00X-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

9-1100-415-00-115-002-0-899 --> 9-1100-432-00-123-001-0-421

Funds available as of 10/15/09.

Attachments

Link: INTERDEPT TRSF

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/15/2009 03:37 PM	APRV
2	Perla Lopez	Perla Lopez	10/16/2009 01:45 PM	APRV
3	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Erika Zamora
Started On: 10/15/2009 03:33 PM

Final Approval Date: 10/16/2009

DATE: October 15, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009

Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 3
Sanitation

ACCOUNT NUMBER: 9-1100-4XX-00-1XX-00X-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

SUBJECT: Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
9-1100-415-00-115-002-0- 899	CO WIDE ADM-CONTINGENCY	(45,000.00)
TO		
9-1100-432-00-123-001-0- 421	PCT3 SANITATION DISPOSAL	45,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

Transfer to fund anticipated expenditures.

SIGNATURE

COMMISSIONERS COURT

DATE _____

ATTEST, COUNTY CLERK

AI-18060

20.B.6.

**Interdepartmental transfer from Co. Wide Adm. to Pct. 1 Sanitation
(1100)-BFI Contract
CC REGULAR**

Date: 10/20/2009
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management
Purchasing only: Interdepartmental Transfers

Information

CAPTION

Pct. #1 Sanitation (1100):
Approval of 2009 interdepartmental transfer from Co. Wide Adm. to Pct. 1 Sanitation in the amount of \$50,000.00 to fund waste management & tire disposal services expenditures.

BACKGROUND

This transfer will cover funding for PO #615500 for BFI Waste Services of Texas, L.P and PO#615569 for Cameron Land & Cattle, Inc.

Fiscal Impact

FISCAL YEAR: 2009
FUNDS AVAILABLE Y/N?: Y
ACCT. #: 9-1100-4XX-00-1XX-00X-0-XXX
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

9-1100-415-00-115-002-0-899 --> 9-1100-432-00-121-001-0-350 \$25,000.00
9-1100-415-00-115-002-0-899 --> 9-1100-432-00-121-001-0-421 \$25,000.00

Funds available as of 10/15/09.

Attachments

Link: INTERDEPT TRSF

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/15/2009 03:16 PM	APRV
2	Ivan Cantu	Ivan Cantu	10/15/2009 03:30 PM	APRV
3	Auditor's Office	Angela Garcia	10/16/2009 10:02 AM	APRV
4	Erika Zamora	Erika Zamora	10/16/2009 10:20 AM	APRV
5	Purchasing Department	Marty Salazar	10/16/2009 11:03 AM	APRV

Form Started By: Erika Zamora
Started On: 10/15/2009 03:11 PM

DATE: October 15, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009

Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 1
Sanitation

ACCOUNT NUMBER: 9-1100-4XX-00-1XX-00X-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

SUBJECT: Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
9-1100-415-00-115-002-0-	899	CO WIDE ADM-	CONTINGENCY	(50,000.00)
TO				
9-1100-432-00-121-001-0-	350	PCT1 SANITATION	OTHER SERVICES	25,000.00
9-1100-432-00-121-001-0-	421	PCT1 SANITATION	DISPOSAL	25,000.00
TOTAL BUDGET INCREASE (DECREASE)				0.00

AI-18057

20.B.7.

**Interdepartmental transfer from Co. Wide Adm. to Humane Society
CC REGULAR**

Date: 10/20/2009

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Submitted For: Dina Trevino

Department: BUDGET &
MANAGEMENT

Agenda Category: Budget and
Management

Purchasing only: Interdepartmental
Transfers

Information

CAPTION

Humane Society (1100):

Approval of 2009 interdepartmental transfer from Countywide Administration to Humane Society in the amount of \$66,666.66 to fund annual agreement with Palm Valley Animal Center.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-4XX-00-115-0XX-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

9-1100-415-00-115-002-0-899 --> 9-1100-461-00-115-038-0-350 \$66,666.66

Funds available as of 10/15/09.

Attachments

Link: INTERDEPT TRSF

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/15/2009 02:43 PM	APRV
2	Ivan Cantu	Ivan Cantu	10/15/2009 03:26 PM	APRV
3	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Erika Zamora
Started On: 10/15/2009 02:35 PM

Final Approval Date: 10/16/2009

DATE: October 15, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009

Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Humane Society

ACCOUNT NUMBER: 9-1100-4XX-00-115-0XX-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

SUBJECT: Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
9-1100-415-00-115-002-0- 899	CO WIDE ADM- CONTINGENCY	(66,666.66)
TO		
9-1100-461-00-115-038-0- 350	HUMANE SOCIETY OTHER SERVICES	66,666.66
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON:

Transfer to fund annual agreement with Palm Valley Animal Center.

SIGNATURE

COMMISSIONERS COURT

DATE _____

ATTEST, COUNTY CLERK

AI-18056

20.B.8.

**Interdepartmental Transfer from Co. Wide Adm. to General Litigation
CC REGULAR**

Date: 10/20/2009
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management
Purchasing only: Interdepartmental Transfers

Information

CAPTION

General Litigation (1100):
Approval of 2009 interdepartmental transfer from Co. Wide Adm. to General Litigation in the amount of \$180,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009
FUNDS AVAILABLE Y/N?: Y
ACCT. #: 9-1100-415-X0-115-0XX-0-XXX
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

9-1100-415-00-115-002-0-899 --> 9-1100-415-30-115-021-0-333
9-1100-415-00-115-002-0-899 --> 9-1100-415-30-115-021-0-339
Funds available as of 10/15/09.

Attachments

Link: INTERDEPT TRSF

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/15/2009 02:29 PM	APRV
2	Sylvia Solis	Sylvia Solis	10/16/2009 08:56 AM	APRV
3	Auditor's Office	Angela Garcia	10/16/2009 10:02 AM	APRV
4	Erika Zamora	Erika Zamora	10/16/2009 10:26 AM	APRV
5	Purchasing Department	Marty Salazar	10/16/2009 11:03 AM	APRV

Form Started By: Erika Zamora
Started On: 10/15/2009 02:20 PM
Final Approval Date: 10/16/2009

DATE: October 15, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009



DEPARTMENT NAME: Dept. of Budget & Mgmt for General Litigation

ACCOUNT NUMBER: 9-1100-415-X0-115-0XX-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

SUBJECT: Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
9-1100-415-00-115-002-0-	899	CO WIDE ADM-	CONTINGENCY	(180,000.00)
TO				
9-1100-415-30-115-021-0-	333	GENERAL LITIGATION	LEGAL SERVICES	100,000.00
9-1100-415-30-115-021-0-	339	GENERAL LITIGATION	OTHER PROF SRV	80,000.00
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON:

Transfer to fund pending and future settlements/claims.

SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

AI-18032

20.B.9.

**Interdepartmental Transfer from Co. Wide Adm. to District Clerk
CC REGULAR**

Date: 10/20/2009
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management
Purchasing only: Interdepartmental Transfers

Information

CAPTION

District Clerk (1100):
Approval of 2009 interdepartmental transfer from Co. Wide Adm. to District Clerk in the amount of \$22,300.00 to fund anticipated expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009
FUNDS AVAILABLE Y/N?: Y
BUDGETARY IMPACT:
Funds available as of 10/14/09.

ACCT. #: 9-1100-41X-00-XXX-00X-0-XXX
MATCHING FUNDS Y/N?:

Attachments

Link: [backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/14/2009 04:05 PM	APRV
2	Sylvia Solis	Sylvia Solis	10/15/2009 09:43 AM	APRV
3	Auditor's Office	Angela Garcia	10/16/2009 05:02 PM	APRV

Form Started By: Erika Zamora
Started On: 10/14/2009 03:57 PM
Final Approval Date: 10/16/2009

DATE: October 14, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009

Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for District Clerk

ACCOUNT NUMBER: 9-1100-41X-00-XXX-00X-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

SUBJECT: Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
9-1100-415-00-115-002-0- 899	CO WIDE ADM- CONTINGENCY	(22,300.00)
TO		
9-1100-412-00-090-001-0- 532	DIST CLERK WIRELESS DEVICES	300.00
9-1100-412-00-090-001-0- 535	DIST CLERK POSTAGE	20,000.00
9-1100-412-00-090-001-0- 531	DIST CLERK TELEPHONE	2,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

Transfer to fund postage and telephone expenditures.

SIGNATURE

COMMISSIONERS COURT

DATE _____

ATTEST, COUNTY CLERK

AI-18000

20.B.10.

2009 Interdepartmental for Workers' Comp (2202)

CC REGULAR

Date: 10/20/2009
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Workers' Comp (2202)
Department: BUDGET &
MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interdepartmental
Transfers

Information

CAPTION

Workers' Compensation Fund (2202):
Approval of 2009 interdepartmental transfer from Hidalgo County Workers Compensation
(program 060) to Community Service Agency (program 062) in the amount of \$7,500.00
to fund pending and future expenses in 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-2202-419-50-115-06X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From 060-0-820 to 062-0-141 in the amount of \$7,500.00. Funding available for
transfer as of 10/13/09.

Attachments

Link: 2009 Interdpt for Workers' Comp (2202)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/13/2009 04:19 PM	APRV
2	Olga Garza	Olga Garza	10/13/2009 04:31 PM	APRV
3	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Dale Kennan
Started On: 10/13/2009 03:39 PM
Final Approval Date: 10/16/2009

AI-18072

20.B.11.

**Workers Comp Sweep
CC REGULAR**

Date: 10/20/2009

Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted For: Mr. Raul Silguero, Jr.

Department: BUDGET &
MANAGEMENT

Agenda Category: Budget and
Management

Purchasing only: Interdepartmental
Transfers

Information

CAPTION

Workers' Comp. - Budget Adjustment:

Approval to transfer remainder Worker's Compensation funds due to reduction of rates from various General Fund departments to the County Wide Administration-Contingency account.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Please refer to attached workers' comp sweep analysis.

Funds available as of 10/16/09.

Attachments

Link: [WC Sweep](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	10/16/2009 03:19 PM	APRV
2	Budget & Management	Erika Zamora	10/16/2009 03:25 PM	APRV
3	Erika Zamora	Erika Zamora	10/16/2009 04:49 PM	APRV
4	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Damaris San Miguel

Started On: 10/16/2009 09:56
AM

Final Approval Date: 10/16/2009

HIDALGO COUNTY

Department Of Budget & Management

GENERAL FUND FRINGE BENEFITS SWEEP Object Code 260 - Workers Compensation

Account Number	Department Name	Obj. 260 0 %	Available Balance 10/15/09	Variance
9-1100-412-00-001-001-0-260	92ND DC-WORKERS COMP	0.00	35.32	(35.32)
9-1100-412-00-002-001-0-260	93RD DC-WORKERS COMP	0.00	33.41	(33.41)
9-1100-412-00-003-001-0-260	139TH DC-WORKERS COMP	0.00	32.06	(32.06)
9-1100-412-00-004-001-0-260	206TH DC-WORKERS COMP	0.00	30.30	(30.30)
9-1100-412-00-005-001-0-260	275TH DC-WORKERS COMP	0.00	36.82	(36.82)
9-1100-412-00-006-001-0-260	332ND DC-WORKERS COMP	0.00	42.86	(42.86)
9-1100-412-00-007-001-0-260	370TH DC-WORKERS COMP	0.00	33.63	(33.63)
9-1100-412-00-008-001-0-260	389TH DC-WORKERS COMP	0.00	33.64	(33.64)
9-1100-412-00-009-001-0-260	398TH DC-WORKERS COMP	0.00	34.95	(34.95)
9-1100-412-00-009-003-0-260	INDIGENT DEFENSE-WORKERS COMP	0.00	11.62	(11.62)
9-1100-412-00-010-001-0-260	430TH DC-WORKERS COMP	0.00	37.48	(37.48)
9-1100-412-00-011-001-0-260	449TH DC-WORKERS COMP	0.00	34.75	(34.75)
9-1100-412-00-021-001-0-260	CCL#1-WORKERS COMP	0.00	30.84	(30.84)
9-1100-412-00-022-001-0-260	CCL#2-WORKERS COMP	0.00	30.44	(30.44)
9-1100-412-00-023-001-0-260	PROBATE CRT-WORKERS COMP	0.00	35.61	(35.61)
9-1100-412-00-024-001-0-260	CCL#4-WORKERS COMP	0.00	9.89	(9.89)
9-1100-412-00-025-001-0-260	CCL#5-WORKERS COMP	0.00	29.09	(29.09)
9-1100-412-00-026-001-0-260	CCL#6-WORKERS COMP	0.00	32.34	(32.34)
9-1100-412-00-031-001-0-260	MASTER COURT-WORKERS COMP	0.00	26.61	(26.61)
9-1100-412-00-032-001-0-260	MASTER CRT II-WORKERS COMP	0.00	26.47	(26.47)
9-1100-412-00-045-001-0-260	AUXILIARY COURT-WORKERS COMP	0.00	35.79	(35.79)
9-1100-412-00-061-001-0-260	JP PCT 1/PL 1-WORKERS COMP	0.00	5.44	(5.44)
9-1100-412-00-062-001-0-260	JP PCT 1/PL 2-WORKERS COMP	0.00	4.80	(4.80)
9-1100-412-00-063-001-0-260	JP PCT 2/PL 1-WORKERS COMP	0.00	6.31	(6.31)
9-1100-412-00-064-001-0-260	JP PCT 2/PL 2-WORKERS COMP	0.00	5.77	(5.77)
9-1100-412-00-065-001-0-260	JP PCT 3/PL 1-WORKERS COMP	0.00	7.69	(7.69)
9-1100-412-00-066-001-0-260	JP PCT 3/PL 2-WORKERS COMP	0.00	6.15	(6.15)
9-1100-412-00-067-001-0-260	JP PCT 4/PL 1-WORKERS COMP	0.00	7.06	(7.06)
9-1100-412-00-068-001-0-260	JP PCT 4/PL 2-WORKERS COMP	0.00	9.67	(9.67)
9-1100-412-00-069-001-0-260	JP PCT 5/PL 1-WORKERS COMP	0.00	4.78	(4.78)
9-1100-412-00-080-002-0-260	CRIM DA-WORKERS COMP	0.00	241.63	(241.63)
9-1100-412-00-090-001-0-260	DIST CLERK-WORKERS COMP	0.00	92.25	(92.25)
9-1100-412-30-085-003-0-260	PUBLIC DEFENDER-WOKERS COMP	0.00	6.71	(6.71)
9-1100-413-00-110-006-0-260	CO JUDGE-WORKERS COMP	0.00	26.57	(26.57)

HIDALGO COUNTY

Department Of Budget & Management

GENERAL FUND FRINGE BENEFITS SWEEP Object Code 260 - Workers Compensation

Account Number	Department Name	Obj. 260 0 %	Available Balance 10/15/09	Variance
9-1100-413-30-115-017-0-260	CO COMM-WORKERS COMP	0.00	6.93	(6.93)
9-1100-414-00-130-001-0-260	ELECTIONS DEPT-WORKERS COMP	0.00	55.13	(55.13)
9-1100-415-00-200-001-0-260	INFO TECH DEPT-WORKERS COMP	0.00	118.72	(118.72)
9-1100-415-14-115-001-0-260	DBM-BUDGET DIV-WORKERS COMP	0.00	61.75	(61.75)
9-1100-415-15-140-001-0-260	TAX OFF-WORKERS COMP	0.00	213.10	(213.10)
9-1100-415-16-150-001-0-260	CO TREASURER-WORKERS COMP	0.00	17.61	(17.61)
9-1100-415-18-160-001-0-260	PURCHASING-WORKERS COMP	0.00	50.28	(50.28)
9-1100-415-40-180-001-0-260	CO CLERK-WORKERS COMP	0.00	98.50	(98.50)
9-1100-415-50-190-002-0-260	HUMAN RESOURCES-WORKERS COMP	0.00	24.40	(24.40)
9-1100-419-10-210-001-0-260	PLANNING DEPT-WORKERS COMP	0.00	53.47	(53.47)
9-1100-419-40-115-069-0-260	CRTHSE PK LOT-WORKERS COMP	0.00	55.00	(55.00)
9-1100-419-40-220-001-0-260	FACILITIES MGMT-WORKERS COMP	0.00	1,774.05	(1,774.05)
9-1100-419-50-115-059-0-260	DBM-SAFETY DIV-WORKERS COMP	0.00	32.13	(32.13)
9-1100-421-00-115-027-0-260	TX DPS-WORKERS COMP	0.00	9.10	(9.10)
9-1100-421-00-280-001-0-260	SHERIFF-WORKERS COMP	0.00	5,365.74	(5,365.74)
9-1100-421-00-291-001-0-260	CONSTABLE PCT.1-WORKERS COMP	0.00	131.68	(131.68)
9-1100-421-00-292-001-0-260	CONSTABLE PCT.2-WORKERS COMP	0.00	306.69	(306.69)
9-1100-421-00-293-001-0-260	CONSTABLE PCT.3-WORKERS COMP	0.00	228.94	(228.94)
9-1100-421-00-293-012-0-260	CONST PCT.3-DD#1-WORKERS COMP	0.00	0.57	(0.57)
9-1100-421-00-294-001-0-260	CONSTABLE PCT.4-WORKERS COMP	0.00	142.66	(142.66)
9-1100-421-00-294-007-0-260	CONST PCT4-PK LOT SEC-WORKERS COMP	0.00	58.27	(58.27)
9-1100-421-00-295-001-0-260	CONSTABLE PCT.5-WORKERS COMP	0.00	311.19	(311.19)
9-1100-422-10-300-001-0-260	EMERG SRVS-FM-WORKERS COMP	0.00	97.31	(97.31)
9-1100-423-21-280-002-0-260	JAIL-WORKERS COMP	0.00	6,799.16	(6,799.16)
9-1100-429-00-300-023-0-260	EMERG SRVS-EM-WORKERS COMPENSATION	0.00	15.45	(15.45)
9-1100-432-00-121-001-0-260	PCT1 SANITATION-WORKERS COMP	0.00	670.76	(670.76)
9-1100-432-00-122-001-0-260	PCT2 SANITATION-WORKERS COMP	0.00	656.66	(656.66)
9-1100-432-00-123-001-0-260	PCT3 SANITATION-WORKERS COMP	0.00	949.81	(949.81)
9-1100-432-00-124-001-0-260	PCT4 SANITATION-WORKERS COMP	0.00	333.94	(333.94)
9-1100-441-00-340-001-0-260	HEALTH ADM-WORKERS COMP	0.00	182.67	(182.67)
9-1100-441-00-340-003-0-260	HEALTH CLINICS-WORKERS COMP	0.00	422.97	(422.97)
9-1100-444-00-240-001-0-260	HUMAN SERVICES-WORKERS COMP	0.00	111.44	(111.44)
9-1100-444-00-360-001-0-260	CHILD WELFARE-WORKERS COMP	0.00	7.43	(7.43)
9-1100-444-00-370-001-0-260	VETERAN'S SRV-WORKERS COMP	0.00	9.26	(9.26)

HIDALGO COUNTY
Department Of Budget & Management

GENERAL FUND FRINGE BENEFITS SWEEP
Object Code 260 - Workers Compensation

Account Number	Department Name	Obj. 260 0 %	Available Balance 10/15/09	Variance
9-1100-461-00-380-001-0-260	TX ARGILIFE EXT-WORKERS COMP	0.00	49.75	(49.75)
9-1100-463-00-121-002-0-260	PCT1 CDBG-WORKERS COMP	0.00	1.73	(1.73)
9-1100-466-00-121-050-0-260	PCT1 CRC-WORKERS COMP	0.00	20.71	(20.71)
9-1100-466-00-122-018-0-260	PCT2 CRC-WORKERS COMP	0.00	21.77	(21.77)
9-1100-466-00-122-082-0-260	PCT2 CRC (S.TOWER)-WORKERS COMP	0.00	21.49	(21.49)
				(20,566.97)
9-1100-419-40-220-002-0-211	BLDG MINOR ST- HEALTH	0.00	0.00	(1,526.80)
9-1100-415-00-115-002-0-899 CO WIDE ADM - CONTINGENCY				\$ 22,093.77
TOTAL:				0.00

REASON: To sweep Workers' Compensation unneeded budget due to reduction of rates from General Fund to the Countywide Admin. Contingency Acct.

AI-18081

20.B.12

2009 Interdpt for CO 2004-PCT3 LANDFILL (1334)
CC REGULAR

Date: 10/20/2009

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Submitted For: CO,2004-PCT3 LANDFILL (1334)

Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management

Purchasing only: Interdepartmental
Transfers

Information

CAPTION

CO 2004-PCT3 Landfill (1334):

Approval of 2009 interdepartmental transfer within the Certificate of Obligation Series 2004, from the Precinct 4 - Justice of the Peace and License Building Project (program 030) to Precinct 3 - Landfill (program 022) in the amount of \$42,799.00 to fund Supplemental Agreement #4 to Work Authorization No. 1.

BACKGROUND

see AI-18029

Fiscal Impact

FISCAL YEAR:

ACCT. #: 9-1334-4-XX-X0-X2X-0XX-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

From 9-1334-419-10-220-030-0-452 to 9-1334-432-00-123-022-0-334 in the amount of \$42,799.00. Available balance is \$175,000.00 as of 10/16/09.

Attachments

Link: 2009 Interdpt for CO 2004-PCT3 LANDFILL (1334)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/16/2009 03:08 PM	APRV
2	Manuel Chapa	Manuel Chapa	10/16/2009 03:24 PM	APRV
3	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Dale Kennan

Started On: 10/16/2009 02:38 PM

Final Approval Date: 10/16/2009

).

=

=

=

=

=

DATE: October 16, 2009

2009
Transfer



DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for
for C.O.,2004-PCT 3 LANDFILL (1334)

ACCOUNT NUMBER: 9-1334-4XX-X0-X2X-0XX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1334-419-10-220-030-0-452	CO,2004-PCT.4 JP & LIC-BLDG ADD & RENOV	(42,799.00)
9-1334-432-00-123-022-0-334	C.O.,2004-PCT 3 LANDFILL-ENG&ARCH	\$42,799.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

Transfer from CO,2004-PCT.4 JP & LIC-BLDG ADD & RENOV to C.O.,2004-PCT 3 LANDFILL-ENG&ARCH to fund Supplemental Agreement #4 to Work Authorization #1 (see AI-18029).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-18052

20.C.1.

**Interfund Transfer from Pct. 1 P/U Rd (1201) to Pct. 1 Sanitation (1100)
CC REGULAR**

Date: 10/20/2009

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Submitted For: Noe Montez, Pct. 1

Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interfund Transfers

Information

CAPTION

Pct. #1 Sanitation (1100):

Approval of 2009 interfund transfer from Pct. 1 P/U Rd (1201) to Pct. 1 Sanitation (1100) in the amount of \$149,976.00 to fund land acquisition expenditures.

BACKGROUND

This transfer is to cover additional land acquisition in relation to the expansion of the Pct. 1 Air Burner Site.

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1X0X-43X-00-121-00X-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

9-1201-431-00-121-005-0-711 --> 9-1100-432-00-121-001-0-719 \$149,976.00 to fund additional land acquisition for the expansion of the Pct.1 Air Burner Site.

Attachments

Link: Pct. 1 Sanitation interfund transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	10/15/2009 01:01 PM	APRV
2	Budget & Management	Erika Zamora	10/15/2009 02:19 PM	APRV
3	Roland Garcia	Rolando Garcia	10/16/2009 08:28 AM	APRV
4	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Ivan Cantu Started On: 10/15/2009 12:54 PM

Final Approval Date: 10/16/2009

AI-18079

20.C.2.

**Certificates of Obligation, Series 2009 B-C
CC REGULAR**

Date: 10/20/2009
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management
Purchasing only: Interfund Transfers

Information

CAPTION

Certificates of Obligation, Series 2009 B-C:

- a. Approval of interfund transfer from County Wide Administration (1100) to Certificates of Obligation, Series 2009 B-C (1441) in the amount of \$59,595.01 to fund payment of bond insurance premium.
- b. Approval and authorization for County Treasurer to wire transfer \$59,595.01 to the Paying Agent to be applied toward the payment of bond insurance premium associated with the 2009C Certificates.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9

ACCT. #: 9-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

available balance as of 10/16/09.

Attachments

Link: [Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz (Originator)	Sergio Cruz	10/16/2009 03:49 PM	APRV
2	Budget & Management	Erika Zamora	10/16/2009 04:02 PM	APRV
3	Roland Garcia	Rolando Garcia	10/16/2009 04:17 PM	APRV
4	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Sergio Cruz
Started On: 10/16/2009 02:33 PM

Final Approval Date: 10/16/2009

ATTEST COUNTY CLERK

AI-18054

20.D.1.

**Request approval to create two (2) entry level Deputy Constable Positions
CC REGULAR**

Date: 10/20/2009
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Constable Precinct No. 4
Department: BUDGET &
MANAGEMENT

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

Information

CAPTION

Constable Pct. #4 (1100):

- a. Approval to create two (2) regular full-time entry level Deputy Constable positions, slot no.'s 010 & 011, budgeted salary \$36,480.00 each, as per the Grade & Step Pay Plan.
- b. Approval of interdepartmental transfer
- c. Approval of revised salary schedule

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 10/16/09.

Attachments

Link: [Job Description](#)

Link: [PAR](#)

Link: [Interdept. transfer](#)

Link: [Fiscal Note](#)

Link: [Revised salary schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	10/16/2009 02:45 PM	APRV
2	Budget & Management	Erika Zamora	10/16/2009 03:05 PM	APRV
3	Sylvia Solis	Sylvia Solis	10/16/2009 04:48 PM	APRV
4	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Rosie Cantu
Started On: 10/15/2009 02:03 PM

Final Approval Date: 10/16/2009

HIDALGO COUNTY CONSTABLE'S OFFICE

Job Title:	Deputy Constable	FLSA Status:	Non-Exempt
Dept. Code:	291-295	Civil Service Status:	Non-Exempt

SUMMARY:

Protects county residents and property, enforces laws and serves legal documents, as appropriate. Depending on the assigned precinct, duties include primarily law enforcement and patrol or execution of civil and criminal processes.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Serve warrants and make arrests;
- Patrols an assigned area, generally by vehicle to prevent crimes and enforces laws and regulations;
- Issues traffic citations, directs traffic and assists other law enforcement agencies in working accidents;
- Investigates traffic accidents and crimes against persons and property, and assists federal, state and local law enforcement officials;
- Keeps record of activities and prepare reports concerning crimes, complaints, accidents and investigations;
- Questions witnesses and suspects and take statements;
- Gathers and labels evidence, takes photographs and fingerprints, guard and transports prisoners, and testifies in court;
- Transports and books prisoners;
- Serve as substitute dispatcher or bailiff as required;
- Train new deputies and reserves in performance of various job duties;
- Respond to emergency calls and routine complaints and takes action as necessary;
- May assist emergency vehicles on escorts and on traffic control;
- Regular attendance is a 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 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 GED.
- One (1) year of law enforcement experience.
- Experience as a dispatcher or peace officer is preferred.

- Must have good computer skills.
- Bilingual is preferred.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Must possess basic certification by the Texas Commission on Law Enforcement Officer Standards and Education;
- May be required to be certified as a Jailer or Radar Operator;
- Employee must have a current valid Texas Motor Vehicle Operator's license.
- Must be able to be insured by the County's insurance carrier.
- Clean driving record.
- May be required to post a bond or security.

OTHER SKILLS AND ABILITIES:

- Ability to understand and follow written and oral instructions, departmental policy, rules, regulations and laws;
- Ability to establish and maintain effective working relationships with other law enforcement officials, agencies and the general public;
- Ability to analyze situations and adopt a quick, effective and reasonable course of action;
- Ability to communicate effectively orally and in writing.
- May be required to type accurately at a speed of at least forty (40) words per minute.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of 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, kneel, crouch, or crawl.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, distance vision, color 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 encounter while performing the essential functions of this job.

While performing the function of this job, the employee frequently works in outside weather conditions. The employee occasionally works with explosives when searching buildings during bomb threats or discharging a firearm. Employee is occasionally exposed to fumes or airborne particles and toxic or caustic chemicals when performing

the duties of a peace officer while at a hazardous spill scene or fire. The employee may possibly be exposed to AIDS or hepatitis from an infected suspect.

The noise level in the work environment is usually moderate to loud.

SAFETY REQUIREMENTS:

Maintain physical conditions 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.
- Maintaining confidentiality.
- 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

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: CONST. PCT. NO. 4 (294-001)

DATE: 10/15/09

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: 0010 & 0011

REQUESTED POSITION TITLE: DEPUTY CONSTABLE (LAW ENFORCEMENT)
(For new positions or reclassifications)

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: \$ -0- Current Budgeted Salary \$ 36,480.00 x 2 Proposed Budgeted Salary \$ 72,960.00 Net Change

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☒ Will Require Additional Funds
☒ Other 9-1100-415-00-115-002-0-899 (GENERAL FUND- COUNTY WIDE CONTINGENCY)

POSITION Type:

Full Time Employee ☒ Object 113 Part Time Employee ☐ Object 114 _____
Enter hourly rate for temp. positions
Full Time Temporary ☐ Object 121 Part Time Temporary ☐ Object 122 \$ _____
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 TWO POSITIONS WILL BE USED TO AUGMENT THE PARKING LOT/ ADMINISTRATION SECURITY DIVISION WITHIN THE CONSTABLE'S OFFICE AS WE HAVE BEEN GIVEN ADDITIONAL RESPONSIBILITIES AND THE POSITIONS WILL BE USED TO PROVIDE THE NECESSARY SECURITY TO THE COUNTY BUILDINGS AND PARKING LOTS WITHIN OUR AREA OF OPERATIONS.

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

Attached

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)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	J.E. "EDDIE" GUERRA DEPARTMENT HEAD	10-16-2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES ☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES ☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	10/16/2009 DATE	BUDGET PROCEDURES COMPLETED	☒ YES ☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE		

DATE: September 15, 2009

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

2009

Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for
Constable Pct. No. 4

ACCOUNT NUMBER: 9-1100-421-00-294-001-0-XXX

CONTACT PERSON: Sylvia V. Solis

PHONE: (956) 292-7025 Ext. 5423

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government
Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
9-1100-415-00-115-002-0-	899	CO WIDE ADM	CONTINGENCY	(19,061.56)
TO				
9-1100-421-00-294-001-0-	113	CONSTABLE PCT.4 -	REG F/T EMPLOYESS	\$14,815.63
9-1100-421-00-294-001-0-	211	CONSTABLE PCT.4 -	HEALTH INSURANCE	\$1,691.12
9-1100-421-00-294-001-0-	212	CONSTABLE PCT.4 -	LIFE INSURANCE	\$10.96
9-1100-421-00-294-001-0-	220	CONSTABLE PCT.4 -	FICA	\$1,133.40
9-1100-421-00-294-001-0-	230	CONSTABLE PCT.4 -	RETIREMENT	\$1,336.37
9-1100-421-00-294-001-0-	250	CONSTABLE PCT.4 -	UNEMPLOYMENT COMP	\$74.08
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON: **Interdepartmental transfer to fund the salaries and related fringe benefits expenditures for two (2) new Deputy Constable positions, slot no.'s 010 and 011. Approval of positions pending CC approval. (REF: CC 10-20-09 AI-18054)**

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

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, October 20, 2009

Agenda Item: 18054

Summary of request/proposal:

The Constable Pct No. 4 office is requesting approval to create two (2) regular full-time entry level Deputy Constable positions, budgeted salary \$36,480.00 each, as per the Grade & Step Pay Plan.

				Current Budgeted		
Fund	Position	Slot#	Obj	Salary	Adjustment Requested	Total Requested
1100	Deputy Constable	0010	113	0.00	36,480.00	36,480.00
1101	Deputy Constable	0011	113	0.00	36,480.00	36,480.00
				0.00	72,960.00	72,960.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-421-00-294-001-0- 113	CONSTABLE PCT. 4. - REG F/T EMPLOYEES	\$14,815.63
9-1100-421-00-294-001-0- 211	CONSTABLE PCT. 4. - HEALTH INSURANCE	\$1,691.12
9-1100-421-00-294-001-0- 212	CONSTABLE PCT. 4. - LIFE INSURANCE	\$10.96
9-1100-421-00-294-001-0- 220	CONSTABLE PCT. 4. - FICA	\$1,133.40
9-1100-421-00-294-001-0- 230	CONSTABLE PCT. 4. - RETIREMENT	\$1,336.37
9-1100-421-00-294-001-0- 250	CONSTABLE PCT. 4. - UNEMPLOYMENT COMP	\$74.08
9-1100-421-00-294-001-0- 260	CONSTABLE PCT. 4. - WORKER'S COMP	-
2009 Budgetary Impact		\$19,061.56

2010 Budgetary Impact: \$89,532.31

Possible Funding Sources: General Fund- Co. Wide Contingency

Budget Office Recommendation:

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

**1100-421-00-294-001-0
CONSTABLE PCT. 4**

AI - 18054

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	CONSTABLE	54,340.00	0.00	54,340.00	0.05	2,717.00	11,133.00	68,190.00	68,190.00	0.00	0.00	0.00	8,000.00	0.00	76,190.00
0002	113	CHIEF DEPUTY CONSTABLE STEP I	47,589.00	0.00	47,589.00	0	0.00	(1,609.00)	45,980.00	45,980.00	0.00	0.00	3,300.00	0.00	0.00	49,280.00
0003	113	SENIOR DEPUTY CONSTABLE STEP II	44,777.00	0.00	44,777.00	0	0.00	(1,514.00)	43,263.00	43,263.00	360.00	0.00	0.00	0.00	0.00	43,623.00
0004	113	SENIOR DEPUTY CONSTABLE STEP II	44,777.00	0.00	44,777.00	0	0.00	(1,514.00)	43,263.00	43,263.00	0.00	0.00	0.00	0.00	0.00	43,263.00
0005	113	SENIOR DEPUTY CONSTABLE STEP II	43,263.00	0.00	43,263.00	0	0.00	0.00	43,263.00	43,263.00	300.00	0.00	1,200.00	0.00	0.00	44,763.00
0006	113	SENIOR DEPUTY CONSTABLE STEP I	41,800.00	0.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	0.00	0.00	1,800.00	0.00	0.00	43,600.00
0007	113	DEPUTY CONSTABLE STEP I	38,000.00	0.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	0.00	0.00	0.00	0.00	0.00	38,000.00
0008	113	SECRETARY	24,090.00	0.00	24,090.00	0.05	1,204.00	796.00	26,090.00	26,090.00	0.00	0.00	0.00	0.00	0.00	26,090.00
0009	113	DEPUTY CONSTABLE STEP I	38,000.00	0.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	0.00	0.00	0.00	0.00	0.00	38,000.00
		NEW PROPOSED POSITIONS ↓														
0010	113	DEPUTY CONSTABLE	0.00	36,480.00	36,480.00		0.00	0.00	36,480.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0011	113	DEPUTY CONSTABLE	0.00	36,480.00	36,480.00		0.00	0.00	36,480.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			376,636.00	72,960.00	449,596.00		3,921.00	7,292.00	460,809.00	387,849.00	660.00	0.00	6,300.00	8,000.00	0.00	402,809.00

Request to create two (2) new regular full-time entry level Deputy Constable positions, slot no.'s 010 & 011, budgeted salary \$36,480.00 each, as per the Grade & Step Pay Plan, pending CC approval.

**TITLE COMPANY & RELATED SERVICES
CC REGULAR**

Date: 10/20/2009

Submitted By: Olga Montero, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Hidalgo County

Information**CAPTION**

Recommending the following changes, modifications, adjustments to the Request for Proposals: Title Company & Related Services including, but not limited to the following:

a. Extension of proposal response acceptance date from Wednesday, October 28, 2009 to Wednesday, November 18, 2009 (with two new ad dates for announcement of extended acceptance date);

b. Determination by Commissioners Court of the minimum score acceptable of _____ points in order for vendor to be eligible for award of proposal;

c. Assignment/Designation of Scoring Committee to review, grade and evaluate proposals:

1. Commissioners Court; or
2. Committee Members

d. Recommendation for approval of the following modifications to procurement packet:

1. Single or multiple awards (whatever is in the best interest of the County to do) with acquisition of services required through the established and approval policies and procedures for requisition and purchase order process;

2. If multiple awards are made, approval of a determining factor option in the event of an urgent and necessary service timeline (i.e. whichever awarded vendor can commit to an expedited timeframe with supporting documentation of said commitment);

e. Approval of the modified Exhibits A & B attached hereto incorporating the items discussed and approved above.

BACKGROUND

PROJECT IS ON AN "AS NEEDED BASIS"

Proposed ad dates:

1st ad: October 17, 2009

2nd ad: October 24, 2009

Extended Acceptance date: November 18, 2009

Contract Commencement date: November 28, 2009.

1 year extension @ County's discretion

60 day grace period

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: Various

FUNDS AVAILABLE Y/N?: N/A

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

See attached expenditure report for funding availability. rc
Project on an as needed basis.

Attachments

Link: [Exhibit A Requirements](#)

Link: [advertisement](#)

Link: [exp. report](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/16/2009 10:32 AM	APRV
2	Budget & Management	Erika Zamora	10/16/2009 11:17 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/16/2009 11:48 AM	APRV
4	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Olga Montero
Started On: 10/14/2009 12:48 PM

Final Approval Date: 10/16/2009

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSAL
"TITLE COMPANY SERVICES"

RFP NO: 2009-407-11-18-otm

Hidalgo County is requesting sealed proposals from qualified and interested **"Title Companies"** in order to award to one or more **"Title Company Services Providers/Firms"** for the purposes of providing and rendering title policy related services on an **"As Needed/Non Exclusive Basis"** for a period of one (1) year period commencing November 28, 2009, with the County's sole discretion to extend the contract for an additional one (1) year under the same rates/fees, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in the award of new bid for the next contract term.

Sealed proposals will be accepted until **9:30 A.M., Wednesday, November 18, 2009. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP NO: 2009-407-11-18-otm

US Postal Mail address:

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

Physical Address:

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

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

The following outlines the Request For Proposal/Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

Hidalgo County requires that "Request For Proposals" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail address:

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

Physical Address:

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

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN Wednesday, November 4, 2009 at 5:00 P.M. at (956) 292-7612, and/or BY EMAIL AT: olga.montero@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by Friday, November 6, 2009. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:

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

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

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF PROPOSALS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

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

SUBMITTER DEFAULT:

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

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

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering the RFP, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS:

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

WAIVING OF INFORMALITIES:

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

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

TERM OF CONTRACT:

Contract will be for a one (1) year period commencing November 28, 2009, with the County's sole discretion to extend the contract for an additional one (1) year under the same rates/fees, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in the award of new bid for the next contract term.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II RFP REQUIREMENTS

REQUEST FOR PROPOSAL:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

PURPOSE:

Hidalgo County is requesting Proposals from interested firms/companies with proper licenses, certifications and experience in providing the requested information in order to award to one or more Title Companies to provide title company related services on an “As Needed/Non-Exclusive/Purchase Order Basis”. The title company related services extend on an “As Needed/Non-Exclusive Basis” to all Hidalgo County Elected Offices, Departments, Programs, Agencies through their funding sources.

CONTENTS:

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

QUALIFICATIONS-REQUIREMENTS-SCOPE OF SERVICES:**I. MINIMUM FIRM QUALIFICATIONS:**

- (a) The firm must possess a current license from the Texas Board of Insurance
- (b) The firm or vendor selected is to have adequate experience and staff, such as, but not limited to:
 - Title Examiners
 - Closing Officers
 - Escrow Agents
- (c) The provider should have experience with State (i.e. TxDOT), County and other governmental entities as well as private sector firms.

II. REQUIREMENTS:

Each proposal must address, but may not be limited, to the following issues:

- (a) Firm Name;
- (b) Name, position, phone and fax number of Point of Contact (POC);
- (c) Name of Principal/Owner and number of years in business;
- (d) Provide the number of staff members available in order to render (but not limited to) all the services described and listed herein;
- (e) List three (3) governmental projects with names, addresses and phone number of representatives who can be contacted for references;
- (f) Detail how your firm/company has the capability to deliver the services required on a timely basis;
 - State in how many business days your company can return a “Title Report” after a “Request, i.e. Purchase Order” is received by your firm.
 - State your firm’s/company’s agreement to comply or exceed the timeline of seven (7) to ten (10) days to issue a “Title Commitment(s)”.
 - Provide a copy of “Texas Title Insurance Premium Rates”.
 - State how many business days your company can complete “Escrow Agent” services (if requested by County) and include the applicable rates for those services.
 - State how many personnel or staff will be assigned and committed to render the services required.
 - State in detail what “other services” are not included in the rates provided.

III. SCOPE OF TITLE COMPANY SERVICES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

- (a) Title Reports
- (b) Title Searches, i.e., Title Certificates
- (c) Title Commitments
- (d) Title Policy*
- (e) Escrow Agent Services when requested by the County

*** In the event that a Title Commitment is requested and no title policy is necessary or purchased, Hidalgo County will pay a maximum of three hundred dollars (\$300.00) for the services.**

IV. REQUEST FOR SERVICES:

A department requiring Title Company Services will follow the established and approved requisition and Purchase Order policies and procedures utilizing the company/companies, firm/firms awarded by Commissioner's Court for the provision of said services.

~~In the event a situation arises that requires an urgent timeline, a department (i.e. elected office, program or agency) may elect to use the awarded provider that commits (in a documented fashion- i.e. in writing or e-mail) to meet or exceed that timeframe.~~

V. INVOLUNTARY TERMINATION

The qualified vendor(s) awarded to perform work for the County under this RFP shall be deemed to be terminated upon occurrence of any of the following:

- The death of the vendor, if an individual, or the primary professional member, if a firm or entity
- The suspension, revocation or cancellation of the vendor's right to practice this profession in the State of Texas
- The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre-qualified.
- The failure or refusal of the vendor to comply with the reasonable policies, standards and regulations are not contrary to any law or regulatory directive or
- The conduct of the vendor in any unprofessional, unethical or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.

TERM:

Contract will be for a one (1) year period commencing November 28, 2009, with the County's sole discretion to extend the contract for an additional one (1) year under the same rates/fees, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in the award of new bid for the next contract term.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires **one (1) original submittal and seven (7) copies.**

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer is to provide a fee proposal with qualifications based on the scope of work and services.

SECTION III: SELECTION AND AWARD

Hidalgo County Commissioner's Court may score, grade and evaluate the submitted proposals or elect to designate, assign and appoint a committee to do so. Commissioners Court or the Committee will base the grading, scoring and evaluation on the "Criteria" set forth herein. Those firms/vendors/companies scoring a minimum of _____ points will be eligible for Commissioners Court to award to one or multiple vendors/firms/companies to provide the services detailed in this procurement if it is in it's best interest to do so.

SECTION IV: EVALUATION (GRADING, SCORING) CRITERIA:

GRADING AND SCORING POINT SYSTEM:

-
- A. **FIRM'S STAFFING AND EXPERIENCE - 20 POINTS**
 - B. **FIRM'S CAPABILITY TO PERFORM ALL THE SERVICES REQUIRED FOR THE NOTED PROJECTS- 45 POINTS**
 - C. **EXPERIENCE WITH POLITICAL SUBDIVISIONS/GOVERNMENT AGENCIES- 15 POINTS**
 - D. **COST OF SERVICES REQUESTED HEREIN – (10 points)**
 - E. **COST OF "OTHER SERVICES" PROPOSED – (10 points)**

TOTAL POSSIBLE POINTS = 100

PROPOSAL WITH QUALIFICATION SUBMITTED TO: **An original and seven (7) copies** of RFPs should be submitted to:

<u>US Postal Mail address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy. 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, November 18, 2009.**

EXTENDED ACCEPTANCE DATE

REQUEST FOR PROPOSALS

TO SUPPLY HIDALGO COUNTY, with sealed proposals for **“Hidalgo County- Title Company Services”**.

REQUIREMENTS may be obtained by calling the Hidalgo County Purchasing Department at (956) 318-2626, requested via e-mail to olga.montero@co.hidalgo.tx.us or may be picked up in person at the Hidalgo County Purchasing Department, with a Physical location of: 2802 So. Business Hwy 281. (Southeast Corner of Canton & Business Highway 281) Hidalgo County New Administration Building, Edinburg, Texas.

UPON SUBMITTING SEALED PROPOSALS, proposers are required to properly identify (handwritten, typed or printed) sealed envelopes and/or packet as follows: Proposers name and address on the upper left hand corner of the sealed envelope and/or packet and **RFP NO.: 2009-407-11-18-otm-HIDALGO COUNTY-TITLE COMPANY SERVICES”**, on the lower left hand corner of sealed envelope and/or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE**

The sealed proposals must contain one (1) original and seven (7) copies of RFP and must be clearly identified and address for deliver to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address

2812 S. Business Hwy 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

Physical Location:

2802 S. Business Hwy 281
Hidalgo County New Administration Building
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

Sealed proposals will be accepted until **9:30 a.m on Wednesday, November 18, 2009** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical location: 2802 So. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

HIDALGO COUNTY reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONER’S COURT OF HIDALGO COUNTY, TEXAS, on this the 22nd day of September, 2009.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE or 1-866-427-7233

Run Date 10/16/09 11:50 AM

Hidalgo County

Page No 1

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
9-1100-412-00-090-001-0-339	DIST CLERK-OTHER PROF SRV	.00	.00	.00	.00	.00	.00
9-1100-413-30-115-017-0-339	CO COMM-OTHER PROF SRV	.00	.00	.00	.00	.00	.00
9-1100-414-00-130-001-0-339	ELECTIONS DEPT-OTHER PROF SRV	79,500.00	.00	.00	.00	79,500.00	.00
9-1100-415-00-115-002-0-339	CO WIDE ADM-OTHER PROF SRV	2,000.00	.00	2,000.00	2,000.00	.00	100.00
9-1100-415-00-150-002-0-339	BAIL BOND BOARD-OTHER PROF SRV	6,000.00	.00	.00	.00	6,000.00	.00
9-1100-415-14-115-001-0-339	DBM-BUDGET DIV-OTHER PROF SRV	48,000.00	150.00	.00	.00	47,850.00	.31
9-1100-415-15-140-001-0-339	TAX OFF-OTHER PROF SRV	100.00	.00	.00	.00	100.00	.00
9-1100-415-19-115-020-0-339	ARBITRAGE CALC-OTHER PROF SRV	5,000.00	.00	3,000.00	3,000.00	2,000.00	60.00
9-1100-415-30-115-021-0-339	GENERAL LITIGATION-OTHER PROF SRV	243,000.00	.00	238,400.50	238,400.50	4,599.50	98.11
9-1100-415-40-180-001-0-339	CO CLERK-OTHER PROF SRV	2,000.00	.00	.00	.00	2,000.00	.00
9-1100-415-40-180-002-0-339	CO CLERK RECORD ARCHIVE-OTHER PROF SRV	1.00	.00	.00	.00	1.00	.00
9-1100-415-50-190-001-0-339	CIVIL SERVICE-OTHER PROF SRV	5,125.00	.00	2,125.00	2,125.00	3,000.00	41.46
9-1100-419-40-220-001-0-339	FACILITIES MGMT-OTHER PROF SRV	5,000.00	.00	.00	.00	5,000.00	.00
9-1100-419-50-115-059-0-339	DBM-SAFETY DIV-OTHER PROF SRV	84,000.00	25,357.00	44,643.00	44,643.00	14,000.00	83.33
9-1100-421-00-280-001-0-339	SHERIFF-OTHER PROF SRV	83,400.00	3,133.24	35,149.46	35,149.46	45,117.30	45.90
9-1100-421-53-123-041-0-339	RURAL AMBULANCE-OTHER PROF SRV	.00	.00	.00	.00	.00	.00
9-1100-423-21-280-002-0-339	JAIL-OTHER PROF SRV	150,000.00	15,000.00	8,171.96	8,171.96	126,828.04	15.45
9-1100-423-32-330-001-0-339	JUV DET HM-OTHER PROF SRV	40,000.00	.00	28,020.20	28,020.20	11,979.80	70.05
9-1100-423-60-330-002-0-339	JUV PROB-OTHER PROF SRV	45,000.00	.00	2,800.00	2,800.00	42,200.00	6.22
9-1100-429-00-300-023-0-339	EMERG SRVS-EM-OTHER PROF SRV	300.00	.00	300.00	300.00	.00	100.00
9-1100-441-00-340-001-0-339	HEALTH ADM-OTHER PROF SRV	2,000.00	800.00	.00	.00	1,200.00	40.00
9-1100-441-00-340-003-0-339	HEALTH CLINICS-OTHER PROF SRV	14,850.00	2,465.50	742.30	742.30	11,642.20	21.60
9-1200-431-00-260-001-0-339	R-O-W DEPT-OTHER PROF SRV	7,000.00	.00	96.00	96.00	6,904.00	1.37
9-1201-431-00-121-004-0-339	PCT1 RD ADM-OTHER PROF SRV	19,500.00	15,000.00	.00	.00	4,500.00	76.92
9-1201-431-00-121-005-0-339	PCT1 P/U RD-OTHER PROF SRV	20,908.00	2,807.80	13,100.00	13,100.00	5,000.20	76.08
9-1202-431-00-122-006-0-339	PCT2 P/U RD-OTHER PROF SRV	50.00	.00	.00	.00	50.00	.00
9-1203-431-00-123-005-0-339	PCT3 P/U RD-OTHER PROF SRV	7,700.00	.00	6,863.69	6,863.69	836.31	89.14
9-1204-431-00-124-007-0-339	PCT4 P/U RD-OTHER PROF SRV	1,496.18	1,196.18	300.00	300.00	.00	100.00

Run Date 10/16/09 11:50 AM

Hidalgo County

Page No 2

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>		<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
9-1211-452-00-121-013-0-339	PCT1 PARKS-OTHER PROF SRV	1,500.00	640.00	660.00	660.00	200.00	86.67
9-1212-452-00-122-008-0-339	PCT2 PARKS-OTHER PROF SRV	1,000.00	.00	.00	.00	1,000.00	.00
9-1222-412-00-080-006-0-339	DA BAD CK-OTHER PROF SRV	2,000.00	250.00	.00	.00	1,750.00	12.50
9-1239-412-00-115-043-0-339	COURT REPORTER-OTHER PROF SRV	154,057.25	.00	27,179.66	27,179.66	126,877.59	17.64
9-1243-412-00-023-002-0-339	PROBATE COURT-OTHER PROF SRV	300.00	.00	44.20	44.20	255.80	14.73
9-1252-412-00-270-012-0-339	HIDTA US TREASURY-OTHER PROF SRV	200.00	.00	.00	.00	200.00	.00
9-1292-441-00-350-001-9-339	WIC ADM-OTHER PROF SRV	4,000.00	900.00	3,100.00	3,100.00	.00	100.00
9-1293-441-00-340-040-9-339	BIO DISCRETIONARY-OTHER PROF SRV	8,067.00	.00	.00	.00	8,067.00	.00
9-1293-441-00-340-042-0-339	CPS/PHER-OTHER PROF SRV	5,000.00	.00	.00	.00	5,000.00	.00
9-1293-441-10-340-027-9-339	BORDER HEALTH-OTHER PROF SRV	2,000.00	.00	970.00	970.00	1,030.00	48.50
9-1294-423-00-330-050-0-339	TJPC-X-2010 -OTHER PROF SRV	17,621.00	.00	.00	.00	17,621.00	.00
9-1294-423-00-330-050-9-339	TJPC-X-2009 -OTHER PROF SRV	6,561.00	.00	1,050.00	1,050.00	5,511.00	16.00
9-1295-423-00-330-028-0-339	WESL B/C-OTHER PROF SRV	3,000.00	.00	1,477.50	1,477.50	1,522.50	49.25
9-1297-423-00-320-002-0-339	BASIC SUPERVISION-OTHER PROF SRV	81,120.00	57,080.00	1,920.00	1,920.00	22,120.00	72.73
9-1297-423-00-320-002-9-339	BASIC SUPERVISION-OTHER PROF SRV	21,175.00	.00	-12,352.00	-12,352.00	33,527.00	-58.33
9-1297-423-00-320-008-9-339	COMM CORR-OTHER PROF SRV	57,000.00	.00	49,760.00	49,760.00	7,240.00	87.30
9-1297-423-00-320-015-0-339	SEX OFFENDER CASELOAD-OTHER PROF SRV	3,000.00	3,000.00	.00	.00	.00	100.00
9-1297-423-00-320-015-9-339	SEX OFFENDER CASELOAD-OTHER PROF SRV	2,720.00	.00	1,680.00	1,680.00	1,040.00	61.76
9-1297-423-00-320-020-0-339	SATF-OTHER PROF SRV	5,650.00	3,320.00	.00	.00	2,330.00	58.76
9-1297-423-00-320-020-9-339	SATF-OTHER PROF SRV	9,899.00	.00	6,807.00	6,807.00	3,092.00	68.76
9-1310-431-00-121-148-0-339	PCT.1-HARMEL-OTHER PROF SRV	319.12	.00	.00	.00	319.12	.00
9-1310-431-00-121-175-0-339	PCT.1-V&C/R.CAVAZOS-OTHER PROF SRV	1,465.93	.00	.00	.00	1,465.93	.00
9-1310-431-00-121-394-0-339	PCT.1-RAMOSVILLE-OTHER PROF SRV	751.59	.00	.00	.00	751.59	.00
9-1310-431-00-121-397-0-339	PCT.1-SAENZ-OTHER PROF SRV	1,068.69	.00	.00	.00	1,068.69	.00
9-1310-431-00-121-400-0-339	PCT.1-SUNRISE-OTHER PROF SRV	1,149.37	.00	.00	.00	1,149.37	.00
9-1310-431-00-121-401-0-339	PCT.1-SUNRISE HILL/J.OLIVAREZ-OTHER PROF	1,591.14	.00	.00	.00	1,591.14	.00
9-1310-431-00-121-402-0-339	PCT.1-SUNRISE HILL/R.GUERRA-OTHER PROF S	1,253.35	.00	.00	.00	1,253.35	.00
9-1310-431-00-121-403-0-339	PCT.1-SUNRISE HILL/R.GONZALEZ-OTHER PROF	1,253.35	.00	.00	.00	1,253.35	.00
9-1310-431-00-121-404-0-339	PCT.1-TROPICAL FARMS/SAMOA-OTHER PROF SR	1,750.54	.00	745.14	745.14	1,005.40	42.57

Run Date 10/16/09 11:50 AM

Hidalgo County

Page No 3

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
9-1310-431-00-121-405-0-339	PCT.1-TROPICAL FARMS/TAHITI-OTHER PROF S	1,379.08	.00	700.19	700.19	678.89	50.77
9-1310-431-00-121-426-0-339	PCT.1-ELIZABETH-OTHER PROF SRV	289.43	.00	.00	.00	289.43	.00
9-1310-431-00-122-068-0-339	PCT.2-ARCO IRIS 2/LIB LOOP N-OTHER PROF	180.90	.00	180.90	180.90	.00	100.00
9-1310-431-00-122-072-0-339	PCT.2-PALMAS/JESINIA-OTHER PROF SRV	1,332.17	.00	718.05	718.05	614.12	53.90
9-1310-431-00-122-073-0-339	PCT.2-LOPEZVILLE/KENNEDY-OTHER PROF SRV	2,726.56	.00	.00	.00	2,726.56	.00
9-1310-431-00-122-074-0-339	PCT.2-LOPEZVILLE/PUEBLO-OTHER PROF SRV	1,817.43	.00	321.51	321.51	1,495.92	17.69
9-1310-431-00-122-075-0-339	PCT.2-LOPEZVILLE/WATER-OTHER PROF SRV	3,601.81	.00	.00	.00	3,601.81	.00
9-1310-431-00-122-076-0-339	PCT.2-LOPEZVILLE/CHURCH-OTHER PROF SRV	2,257.79	.00	554.09	554.09	1,703.70	24.54
9-1310-431-00-122-077-0-339	PCT.2-PRIMAVERA 2/JENICA E-OTHER PROF SR	2,002.44	.00	963.38	963.38	1,039.06	48.11
9-1310-431-00-122-078-0-339	PCT.2-PRIMAVERA 2/JENICA W-OTHER PROF SR	2,909.21	.00	.00	.00	2,909.21	.00
9-1310-431-00-122-079-0-339	PCT.2-PRIMAVERA 2/JESSICA-OTHER PROF SRV	2,071.97	.00	.00	.00	2,071.97	.00
9-1310-431-00-122-080-0-339	PCT.2-PRIMAVERA 2/ROSIE-OTHER PROF SRV	1,766.86	.00	.00	.00	1,766.86	.00
9-1310-431-00-122-490-0-339	PCT.2-ALAMO ORCHARDS-OTHER PROF SRV	2,410.09	.00	550.90	550.90	1,859.19	22.86
9-1310-431-00-122-496-0-339	PCT.2-CAMPO ALTO/VISTA CIR E-OTHER PROF	1,375.15	.00	.00	.00	1,375.15	.00
9-1310-431-00-122-497-0-339	PCT.2-CAMPO ALTO/VISTA CIR W-OTHER PROF	1,883.90	.00	.00	.00	1,883.90	.00
9-1310-431-00-122-520-0-339	PCT.2-PLUMOSA VILLAGE-OTHER PROF SRV	2,972.10	.00	.00	.00	2,972.10	.00
9-1310-431-00-122-535-0-339	PCT.2-S TOWER EST/SAN ANGELO-OTHER PROF	5,146.08	.00	75.00	75.00	5,071.08	1.46
9-1310-431-00-122-536-0-339	PCT.2-S TOWER EST/SAN DIEGO-OTHER PROF S	2,266.47	.00	.00	.00	2,266.47	.00
9-1310-431-00-122-543-0-339	PCT.2-TIERRA BONITA/MARIE CIR N-OTHER PR	1,571.86	.00	1,571.86	1,571.86	.00	100.00
9-1310-431-00-122-544-0-339	PCT.2-TIERRA BONITA/MARIE CIR S-OTHER PR	3,488.87	.00	1,657.11	1,657.11	1,831.76	47.50
9-1310-431-00-122-547-0-339	PCT.2-WHITEWING/DOVE-OTHER PROF SRV	2,751.80	.00	127.59	127.59	2,624.21	4.64
9-1310-431-00-122-548-0-339	PCT.2-WHITEWING/PELICAN-OTHER PROF SRV	3,477.51	.00	127.59	127.59	3,349.92	3.67
9-1310-431-00-123-061-0-339	PCT.3-HILDA/ESTER-OTHER PROF SRV	1,255.22	.00	.00	.00	1,255.22	.00
9-1310-431-00-123-062-0-339	PCT.3-LA PALMA-OTHER PROF SRV	1,618.39	.00	.00	.00	1,618.39	.00
9-1310-431-00-123-064-0-339	PCT.3-TREVINOS 4-OTHER PROF SRV	4,186.73	.00	.00	.00	4,186.73	.00
9-1310-431-00-123-065-0-339	PCT.3-N COUNTRY EST/DIOSA-OTHER PROF SRV	2,788.75	.00	1,768.33	1,768.33	1,020.42	63.41
9-1310-431-00-123-066-0-339	PCT.3-N COUNTRY EST 2/EARTH-OTHER PROF S	2,788.75	.00	1,456.42	1,456.42	1,332.33	52.22
9-1310-431-00-123-462-0-339	PCT.3-BASHAM 16/EXT CO RD-OTHER PROF SRV	3,002.63	.00	2,459.58	2,459.58	543.05	81.91
9-1310-431-00-123-465-0-339	PCT.3-CARLOS LEAL 2-OTHER PROF SRV	4,087.31	.00	.00	.00	4,087.31	.00
9-1310-431-00-123-489-0-339	PCT.3-VALES-OTHER PROF SRV	1,009.44	.00	.00	.00	1,009.44	.00
9-1310-431-00-124-092-0-339	PCT.4-EL SECO/NADIA-OTHER PROF SRV	253.29	253.29	.00	.00	.00	100.00
9-1310-431-00-124-093-0-339	PCT.4-EL SECO/OKEECHOBEE-OTHER PROF SRV	123.86	123.86	.00	.00	.00	100.00
9-1310-431-00-124-103-0-339	PCT.4-MEADOW LANDS/TERRY-OTHER PROF SRV	611.93	610.65	.00	.00	1.28	99.79

Run Date 10/16/09 11:50 AM

Hidalgo County

Page No 4

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>		<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
9-1310-431-00-124-104-0-339	PCT.4-MEADOW LANDS/MEADOW-OTHER PROF SRV	466.59	466.59	.00	.00	.00	100.00
9-1310-431-00-124-105-0-339	PCT.4-MEADOW LANDS/PRARIE-OTHER PROF SRV	364.09	364.09	.00	.00	.00	100.00
9-1310-431-00-124-106-0-339	PCT.4-MURILLO/NORTH-OTHER PROF SRV	89.91	89.91	.00	.00	.00	100.00
9-1310-431-00-124-107-0-339	PCT.4-MURILLO/SOUTH-OTHER PROF SRV	165.72	165.72	.00	.00	.00	100.00
9-1310-431-00-124-111-0-339	PCT.4-SANDY/FIRST-OTHER PROF SRV	18.18	.00	.00	.00	18.18	.00
9-1310-431-00-124-112-0-339	PCT.4-SANDY/SECOND-OTHER PROF SRV	838.72	.00	.00	.00	838.72	.00
9-1310-431-00-124-113-0-339	PCT.4-SEMINARY EST-OTHER PROF SRV	353.63	353.63	.00	.00	.00	100.00
9-1310-431-00-124-114-0-339	PCT.4-SIMPATICO ACRES-OTHER PROF SRV	9.00	.00	.00	.00	9.00	.00
9-1310-431-00-124-115-0-339	PCT.4-SUMMERWOOD/ALBERTO-OTHER PROF SRV	76.80	76.80	.00	.00	.00	100.00
9-1310-431-00-124-116-0-339	PCT.4-SUMMERWOOD/BERMEA-OTHER PROF SRV	130.36	.00	.00	.00	130.36	.00
9-1310-431-00-124-117-0-339	PCT.4-TOWNE EAST-OTHER PROF SRV	13.00	13.00	.00	.00	.00	100.00
9-1310-431-00-124-459-0-339	PCT.4-RANCHO NUEVO/E BARRADA-OTHER PROF	474.47	448.79	.00	.00	25.68	94.59
9-1310-431-00-124-460-0-339	PCT.4-RANCHO NUEVO/N BARRADA-OTHER PROF	262.37	262.37	.00	.00	.00	100.00
9-1311-431-00-121-019-1-339	AGUA DULCE-OTHER PROF SRV	775.24	.93	774.31	774.31	.00	100.00
9-1311-431-00-121-071-1-339	BARBOSA LOPEZ #1-OTHER PROF SRV	1,909.42	1,909.42	.00	.00	.00	100.00
9-1311-431-00-121-103-1-339	BERNAL HEIGHTS #1-OTHER PROF SRV	779.62	779.62	.00	.00	.00	100.00
9-1311-431-00-121-105-1-339	BERNAL-OTHER PROF SRV	1,310.60	100.13	1,210.27	1,210.27	.20	99.98
9-1311-431-00-121-132-0-339	CANA DE AZUCAR-OTHER PROF SRV	270.16	270.04	.00	.00	.12	99.96
9-1311-431-00-121-150-1-339	CHAPA III-OTHER PROF SRV	360.35	354.06	.00	.00	6.29	98.25
9-1311-431-00-121-230-1-339	DIMAS #3-OTHER PROF SRV	1,437.46	1,437.46	.00	.00	.00	100.00
9-1311-431-00-121-244-0-339	EL MESQUITE-OTHER PROF SRV	1,794.82	1,794.82	.00	.00	.00	100.00
9-1311-431-00-121-245-1-339	EL MONTE-OTHER PROF SRV	1,483.46	4.39	1,473.71	1,473.71	5.36	99.64
9-1311-431-00-121-318-1-339	HIGH LAND-OTHER PROF SRV	816.05	404.41	370.59	370.59	41.05	94.97
9-1311-431-00-121-391-0-339	LA PALMA S/D-OTHER PROF SRV	3,038.30	1.29	1,025.39	1,025.39	2,011.62	33.79
9-1311-431-00-121-495-0-339	NORTH CAPISALLO-OTHER PROF SRV	1,302.54	1,302.54	.00	.00	.00	100.00
9-1311-431-00-121-509-1-339	OLD REBEL HEIGHTS-OTHER PROF SRV	981.38	981.38	.00	.00	.00	100.00
9-1311-431-00-121-571-0-339	PUESTA DEL SOL-OTHER PROF SRV	5,108.00	3,591.10	1,516.90	1,516.90	.00	100.00
9-1311-431-00-121-865-1-339	DIMAS #1-OTHER PROF SRV	1,298.84	10.46	1,288.38	1,288.38	.00	100.00
9-1311-431-00-121-897-1-339	MEL GRAY-OTHER PROF SRV	8,881.81	.00	6,583.00	6,583.00	2,298.81	74.12
9-1311-431-00-122-199-1-339	COUNTRY LIVING ESTATES-OTHER PROF SRV	2,054.70	.00	.00	.00	2,054.70	.00
9-1311-431-00-122-240-1-339	EL CHARRO #2-OTHER PROF SRV	8,859.84	8,859.84	.00	.00	.00	100.00
9-1311-431-00-122-252-0-339	ELDORA GARDENS-OTHER PROF SRV	2,185.80	.00	1,069.45	1,069.45	1,116.35	48.93

Run Date 10/16/09 11:50 AM

Hidalgo County

Page No 5

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>		<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
9-1311-431-00-122-253-0-339	SANTANA SUBD/ELDORA RD-OTHER PROF SRV	2,962.24	.00	.00	.00	2,962.24	.00
9-1311-431-00-122-365-0-339	LJ #1-OTHER PROF SRV	10.03	.00	.00	.00	10.03	.00
9-1311-431-00-122-406-1-339	LAS BRISAS-OTHER PROF SRV	11,596.56	.00	.00	.00	11,596.56	.00
9-1311-431-00-122-412-0-339	LAS HACIENDAS-OTHER PROF SRV	67.64	.00	.00	.00	67.64	.00
9-1311-431-00-122-484-1-339	MORNING SUN-OTHER PROF SRV	2,000.00	1,284.91	.00	.00	715.09	64.25
9-1311-431-00-122-494-1-339	NORTH ALAMO VILLAGE-OTHER PROF SRV	1,490.29	1,226.59	263.70	263.70	.00	100.00
9-1311-431-00-122-503-1-339	NORTHSIDE VILLAGE #2-OTHER PROF SRV	1,054.86	32.39	.00	.00	1,022.47	3.07
9-1311-431-00-122-557-1-339	PENTECOSTAL-OTHER PROF SRV	2,000.00	1,219.79	.00	.00	780.21	60.99
9-1311-431-00-122-568-0-339	PRIMAVERA I-OTHER PROF SRV	813.09	.00	813.09	813.09	.00	100.00
9-1311-431-00-122-596-0-339	RANCHO ESCONDIDO-OTHER PROF SRV	3,701.40	.00	.00	.00	3,701.40	.00
9-1311-431-00-122-605-1-339	RED BARN-OTHER PROF SRV	429.74	429.74	.00	.00	.00	100.00
9-1311-431-00-122-620-0-339	ROADRUNNER #2-OTHER PROF SRV	5,581.85	60.00	4,690.39	4,690.39	831.46	85.10
9-1311-431-00-122-683-0-339	SOUTH FORK ESTATES-OTHER PROF SRV	1,381.48	847.37	534.11	534.11	.00	100.00
9-1311-431-00-122-693-0-339	SOUTH SIDE VILLAGE-OTHER PROF SRV	2,000.30	2,000.30	.00	.00	.00	100.00
9-1311-431-00-122-740-0-339	TINY ACRES-OTHER PROF SRV	4,114.38	4,114.38	.00	.00	.00	100.00
9-1311-431-00-122-767-1-339	VAL BAR ESTATES-OTHER PROF SRV	2,000.00	.00	.00	.00	2,000.00	.00
9-1311-431-00-123-014-1-339	ACEVEDO S/D #4-OTHER PROF SRV	4,683.16	4,683.16	.00	.00	.00	100.00
9-1311-431-00-123-015-0-339	ACOSTA S/D-OTHER PROF SRV	2,300.76	2,300.76	.00	.00	.00	100.00
9-1311-431-00-123-042-0-339	AMBER LAND S/D-OTHER PROF SRV	2,525.12	.00	2,525.12	2,525.12	.00	100.00
9-1311-431-00-123-072-0-339	BARNEY GROVES S/D-OTHER PROF SRV	1,383.03	.00	1,383.03	1,383.03	.00	100.00
9-1311-431-00-123-141-0-339	CASA DE LOS VECINOS-OTHER PROF SRV	9,510.92	9,510.92	.00	.00	.00	100.00
9-1311-431-00-123-152-1-339	CHULA VISTA ACRES-OTHER PROF SRV	1,874.62	845.96	1,028.66	1,028.66	.00	100.00
9-1311-431-00-123-247-0-339	EL PARAISO S/D-OTHER PROF SRV	6,009.10	6,009.10	.00	.00	.00	100.00
9-1311-431-00-123-250-0-339	EL SOL S/D #1-OTHER PROF SRV	1,914.33	652.70	1,261.63	1,261.63	.00	100.00
9-1311-431-00-123-251-0-339	EL SOL S/D #2-OTHER PROF SRV	6,870.41	4,201.80	2,668.61	2,668.61	.00	100.00
9-1311-431-00-123-267-1-339	EZEQUIEL ACEVEDO JR S/D#2-OTHER PROF SRV	2,316.16	1,690.02	626.14	626.14	.00	100.00
9-1311-431-00-123-312-0-339	HAVANA S/D-OTHER PROF SRV	2,354.34	2,354.34	.00	.00	.00	100.00
9-1311-431-00-123-322-1-339	HILDA S/D-OTHER PROF SRV	1,600.89	1,600.89	.00	.00	.00	100.00
9-1311-431-00-123-325-1-339	HILDA S/D #3-OTHER PROF SRV	1,127.82	1,127.82	.00	.00	.00	100.00
9-1311-431-00-123-350-0-339	JESSAN S/D-OTHER PROF SRV	1,904.70	747.00	1,157.70	1,157.70	.00	100.00
9-1311-431-00-123-384-1-339	LA HOMA RD N S/D-OTHER PROF SRV	6,057.58	6,057.58	.00	.00	.00	100.00
9-1311-431-00-123-385-1-339	LA HOMA RD S S/D-OTHER PROF SRV	1,672.18	1,672.18	.00	.00	.00	100.00
9-1311-431-00-123-427-1-339	LOS EBANOS S/D-OTHER PROF SRV	1,664.00	1,664.00	.00	.00	.00	100.00

Run Date 10/16/09 11:50 AM

Hidalgo County

Page No 6

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>		<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
9-1311-431-00-123-488-1-339	MUNOZ ESTATES-OTHER PROF SRV	3,684.04	3,684.04	.00	.00	.00	100.00
9-1311-431-00-123-498-1-339	NORTH CROSS ESTATES-OTHER PROF SRV	986.07	986.07	.00	.00	.00	100.00
9-1311-431-00-123-784-1-339	VILLA CAPRI S/D-OTHER PROF SRV	2,056.45	.00	2,056.45	2,056.45	.00	100.00
9-1311-431-00-123-837-0-339	WALTON S/D-OTHER PROF SRV	1,958.12	.00	1,958.12	1,958.12	.00	100.00
9-1311-431-00-123-911-0-339	RESUB PLAT JIMENEZ S/D-OTHER PROF SRV	2,671.70	1,514.00	1,157.70	1,157.70	.00	100.00
9-1311-431-00-124-070-0-339	BAR VI-OTHER PROF SRV	384.17	376.87	.00	.00	7.30	98.10
9-1311-431-00-124-128-0-339	CALMA ESTATES-OTHER PROF SRV	438.64	438.64	.00	.00	.00	100.00
9-1311-431-00-124-129-0-339	CALMA ESTATES #2-OTHER PROF SRV	748.85	748.85	.00	.00	.00	100.00
9-1311-431-00-124-130-0-339	CALMA ESTATES #3-OTHER PROF SRV	744.68	286.67	.00	.00	458.01	38.50
9-1311-431-00-124-155-0-339	CITRUS CITY LAKE-OTHER PROF SRV	138.90	.00	.00	.00	138.90	.00
9-1311-431-00-124-167-0-339	COLONIA BIG 5-OTHER PROF SRV	6,133.62	6,097.32	.00	.00	36.30	99.41
9-1311-431-00-124-363-1-339	L & R GARZA-OTHER PROF SRV	622.29	602.29	.00	.00	20.00	96.79
9-1311-431-00-124-482-0-339	MORNING SIDE ESTATES-OTHER PROF SRV	288.61	11.60	.00	.00	277.01	4.02
9-1311-431-00-124-541-0-339	PALMA S/D #1-OTHER PROF SRV	1,516.73	1,516.73	.00	.00	.00	100.00
9-1311-431-00-124-543-0-339	PALMA S/D #2-OTHER PROF SRV	1,413.21	1,413.21	.00	.00	.00	100.00
9-1311-431-00-124-585-1-339	RAMBO ESTATES-OTHER PROF SRV	606.02	206.02	.00	.00	400.00	34.00
9-1311-431-00-124-612-0-339	RENA RAE S/D-OTHER PROF SRV	512.68	512.68	.00	.00	.00	100.00
9-1311-431-00-124-785-0-339	VILLA DEL MUNDO-OTHER PROF SRV	4,918.40	4,882.10	.00	.00	36.30	99.26
9-1311-431-00-124-793-0-339	WARE COUNTY-OTHER PROF SRV	397.60	.00	.00	.00	397.60	.00
9-1312-431-00-121-063-0-339	BALLI ESTATES-OTHER PROF SRV	13,669.16	12,697.87	971.29	971.29	.00	100.00
9-1312-431-00-121-120-0-339	BRENDA GAY-OTHER PROFESSIONAL SERV	2,800.93	2,397.44	403.49	403.49	.00	100.00
9-1312-431-00-121-148-0-339	CHAPA NORTH-OTHER PROF SRV	2,184.84	1,920.62	264.22	264.22	.00	100.00
9-1312-431-00-121-149-0-339	CHAPA SOUTH-OTHER PROF SRV	1,932.84	1,701.57	231.27	231.27	.00	100.00
9-1312-431-00-121-181-0-339	COLONIA SAENZ-OTHER PROFESSIONAL SERVICE	1,707.18	1,707.18	.00	.00	.00	100.00
9-1312-431-00-121-185-0-339	COLONIA WHALEN ROAD-OTHER PROF SRV	3,179.12	2,775.63	403.49	403.49	.00	100.00
9-1312-431-00-121-215-0-339	DE ANDA SUBDIVISION-OTHER PROF SRV	1,638.56	1,235.07	403.49	403.49	.00	100.00
9-1312-431-00-121-220-1-339	DELTA WEST SUBDIVISION-OTHER PROF SRV	9,057.42	8,152.53	904.89	904.89	.00	100.00
9-1312-431-00-121-228-1-339	DIAZ SUBDIVISION-OTHER PROF SRV	1,645.44	1,324.25	321.19	321.19	.00	100.00
9-1312-431-00-121-232-0-339	COLONIA BOYCE-OTHER PROFESSIONAL SERVICE	3,427.34	3,427.34	.00	.00	.00	100.00
9-1312-431-00-121-319-0-339	HIGH POINT SUBDIVISION-OTHER PROF SRV	3,087.00	2,794.71	292.29	292.29	.00	100.00
9-1312-431-00-121-362-0-339	L & P-OTHER PROFESSIONAL SERVICES	3,005.54	.00	.00	.00	3,005.54	.00
9-1312-431-00-121-387-0-339	LA MESA SUBDIVISION-OTHER PROF SRV	5,348.86	4,675.99	672.87	672.87	.00	100.00

Run Date 10/16/09 11:50 AM

Hidalgo County

Page No 7

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>		<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
9-1312-431-00-121-423-0-339	LOS CASTILLOS ESTATES-OTHER PROFESSL SRV	3,146.47	1,590.88	1,555.59	1,555.59	.00	100.00
9-1312-431-00-121-461-0-339	MID-VALLEY ESTATES-OTHER PROF SRV	5,982.38	4,822.99	1,159.39	1,159.39	.00	100.00
9-1312-431-00-121-687-0-339	SO. PALM GARDENS EST.#1-OTHER PROF SRV	1,496.78	1,241.34	255.44	255.44	.00	100.00
9-1312-431-00-121-688-0-339	SO. PALM GARDENS EST.#2-OTHER PROF SRV	1,238.06	982.62	255.44	255.44	.00	100.00
9-1312-431-00-121-779-0-339	VALLEY VIEW ESTATES-OTHER PROFESSNL SRV	3,691.64	3,691.64	.00	.00	.00	100.00
9-1312-431-00-121-790-0-339	VILLAGE GROVE #2-OTHER PROF SRV	1,075.17	720.88	354.29	354.29	.00	100.00
9-1312-431-00-121-804-0-339	WES-MER SUBDIVISION-OTHER PROF SRV	2,284.33	1,979.69	304.64	304.64	.00	100.00
9-1312-431-00-121-855-0-339	ASH COUNTY-OTHER PROF SRV	3,319.28	2,915.79	403.49	403.49	.00	100.00
9-1312-431-00-121-860-0-339	CHAPA #2-OTHER PROFESSIONAL SERVICES	8,739.01	7,624.57	1,114.44	1,114.44	.00	100.00
9-1312-431-00-121-895-0-339	MARY ANN-OTHER PROFESSIONAL SERVICES	6,329.26	6,329.26	.00	.00	.00	100.00
9-1312-431-00-121-896-0-339	MCKEE #1-OTHER PROF SRV	3,129.98	2,726.49	403.49	403.49	.00	100.00
9-1312-431-00-122-154-0-339	CITRIANA VILLAGE SUBD-OTHER PROF SRVS	14,119.46	.00	.00	.00	14,119.46	.00
9-1312-431-00-122-262-0-339	ESPERANZA ESTATES SUBD-OTHER PROF SRVS	5,933.65	5,340.09	593.56	593.56	.00	100.00
9-1312-431-00-122-413-0-339	LAS MILPAS SUBD-OTHER PROF SRVS	5,538.89	.00	.00	.00	5,538.89	.00
9-1312-431-00-122-454-0-339	MCCOLL ESTATES SUBD-OTHER PROF SRVS	5,290.35	.00	.00	.00	5,290.35	.00
9-1312-431-00-122-460-1-339	MESQUITE ACRES SUBD-OTHER PROF SRVS	6,578.71	6,578.71	.00	.00	.00	100.00
9-1312-431-00-122-465-1-339	MILLER RESUB LOT A SUBD -OTHER PROF SRVS	4,022.87	4,022.87	.00	.00	.00	100.00
9-1312-431-00-122-596-0-339	RANCHO ESCONDIDO SUBD-OTHER PROF SRVS	13,245.15	13,245.15	.00	.00	.00	100.00
9-1312-431-00-122-890-0-339	LOS ENCINOS #1 SUBD-OTHER PROF SRVS	2,491.29	545.08	1,945.60	1,945.60	.61	99.98
9-1312-431-00-122-891-0-339	LOS ENCINOS #2 SUBD-OTHER PROF SRVS	6,419.41	5,495.91	907.30	907.30	16.20	99.75
9-1312-431-00-122-900-0-339	MORNINGSIDE SOUTH SUBD-OTHER PROF SRVS	10,545.44	10,545.44	.00	.00	.00	100.00
9-1312-431-00-122-937-0-339	ALDAMAS SUBD 1 & 2-OTHER PROF SERVICE	15,120.44	.00	.00	.00	15,120.44	.00
9-1312-431-00-122-940-0-339	SUNDOWNERS RTMNT CTR SUB-OTHER PROF SRVS	6,180.67	5,272.61	908.06	908.06	.00	100.00
9-1312-431-00-123-055-0-339	ARIEL HINOJOSA SUBD-OTHER PROF SRVS	4,098.85	3,754.24	344.61	344.61	.00	100.00
9-1312-431-00-123-079-0-339	BASHAM #14-OTHER PROFESSIONAL SRVS	6,950.83	6,232.07	718.76	718.76	.00	100.00
9-1312-431-00-123-082-0-339	BASHAM #18-OTHER PROFESSIONAL SRVS	5,896.04	4,353.06	1,542.98	1,542.98	.00	100.00
9-1312-431-00-123-141-0-339	CASA DE LOS VECINOS-OTHER PROFSNL SRV	15,131.45	14,412.69	718.76	718.76	.00	100.00
9-1312-431-00-123-234-0-339	DUDE HILL #1-OTHER PROFESSIONAL SERVICES	2,465.43	2,117.89	347.54	347.54	.00	100.00
9-1312-431-00-123-324-0-339	HILDA SUBDIVISION #2-OTHER PROFESSNL SRV	5,117.42	4,608.21	509.21	509.21	.00	100.00
9-1312-431-00-123-380-0-339	LA HOMA GROVE ESTATES-OTHER PROFESNL SRV	5,521.47	983.62	4,537.85	4,537.85	.00	100.00
9-1312-431-00-123-397-0-339	LA SUENA SUBDIVISION-OTHER PROFESSNL SRV	10,052.99	9,251.93	801.06	801.06	.00	100.00
9-1312-431-00-123-421-0-339	LOMA LINDA HEIGHTS-OTHER PROFSNL SRV	18,294.11	17,351.90	942.21	942.21	.00	100.00
9-1312-431-00-123-470-1-339	MONICA ACRES-OTHER PROFESSIONAL SRV	4,125.55	2,711.14	1,414.41	1,414.41	.00	100.00

Run Date 10/16/09 11:50 AM

Hidalgo County

Page No 8

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>		<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
9-1312-431-00-123-536-0-339	PALM LAKE ESTATES #1-OTHER PROFESSNL SRV	25,201.75	23,543.68	1,658.07	1,658.07	.00	100.00
9-1312-431-00-123-591-0-339	RAMON LEAL SUBDIVISION-OTHER PROFSNL SRV	3,578.69	1,727.87	1,504.26	1,504.26	346.56	90.32
9-1312-431-00-123-780-1-339	VEREDA TROPICAL-OTHER PROFESSIONAL SRV	4,075.38	3,727.84	347.54	347.54	.00	100.00
9-1312-431-00-124-274-0-339	FOSTER SUBDIVISION-OTHER PROF SERVICES	3,888.78	3,888.78	.00	.00	.00	100.00
9-1312-431-00-124-300-0-339	HACIENDA DE LOS VEGAS-OTHER PROF SERVICE	3,175.69	3,175.69	.00	.00	.00	100.00
9-1312-431-00-124-329-0-339	HOEN DRIVE SUBD-OTHER PROFESSIONAL SRVS	15,995.79	15,995.79	.00	.00	.00	100.00
9-1312-431-00-124-401-0-339	LAKEVIEW SUBDIVISION-OTHER PROF SERVICES	13,209.00	13,209.00	.00	.00	.00	100.00
9-1312-431-00-124-406-0-339	LAS BRISAS-OTHER PROFESSIONAL SERVICES	6,212.50	6,212.50	.00	.00	.00	100.00
9-1312-431-00-124-657-0-339	SEMINARY VILLAGE SUBD-OTHER PROF SRVS	5,999.00	5,999.00	.00	.00	.00	100.00
9-1312-431-00-124-752-0-339	TRENTON TERRACE-OTHER PROF SERVICES	9,654.40	9,654.40	.00	.00	.00	100.00
9-1312-431-00-124-844-0-339	COL ESPERANZA #1-OTHER PROF SERVICES	2,667.63	2,667.63	.00	.00	.00	100.00
9-1312-431-00-124-882-0-339	LA FLOR ESTATES-OTHER PROF SERVICES	2,606.84	2,606.84	.00	.00	.00	100.00
9-1312-431-00-124-883-0-339	LA FLOR GARDENS-OTHER PROF SERVICES	2,606.84	2,606.84	.00	.00	.00	100.00
9-1312-431-00-124-886-0-339	LABORSITA-OTHER PROF SERVICES	1,701.84	1,701.84	.00	.00	.00	100.00
9-1339-476-00-000-000-0-339	C02009-ISSUANCE COSTS-OTHER PROF SRV	487,434.15	.00	487,434.15	487,434.15	.00	100.00
9-2201-415-00-115-009-0-339	DBM-HEALTH INS ADM-OTHER PROF SRV	37,500.00	.00	37,500.00	37,500.00	.00	100.00
9-2202-419-50-115-065-0-339	DBM-W/C DIV-OTHER PROF SRV	6,615.00	.00	.00	.00	6,615.00	.00

AI-17965

21.B.1.

**Surveying Contract Approval-Dos Land Surveying-Pct. 1
CC REGULAR**

Date: 10/20/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Presentation for consideration, acceptance and approval of final contract document with Dos Land Surveying (authorized for negotiations by CC on 09/22/09) for the provision of surveying services for "Precinct #1 Projects" on an "On-Call" basis and through "Work Authorizations".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** Dept. 121 obj. 339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Possible funding source obj. code will be 339 "Other Professional Svcs" on per project basis. Funding source object code may be subject to change depending on type of project/services.

Funding source to be determined once Work Authorizations are issued by vendor on a per project basis.

Please refer to attached expense report (obj. 339) for funding availability as of 10-15-09

Attachments

Link: Contract Documentation

Link: Pct. 1 Expense Report as of 10-15-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/15/2009 08:33 AM	APRV
2	Budget & Management	Erika Zamora	10/15/2009 08:38 AM	APRV
3	Ivan Cantu	Ivan Cantu	10/15/2009 09:00 AM	APRV
4	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Vangie Garcia
Started On: 10/08/2009 04:46 PM
Final Approval Date: 10/16/2009

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-09-420-10-20

THIS AGREEMENT is made effective the **20th day of October, 2009**, by and between the **COUNTY OF HIDALGO, TEXAS**, ("County") and **DOS LAND SURVEYING, a Limited Liability Corporation** ("Surveyor")

W I T N E S S E T H:

WHEREAS, the County requires Surveying services for **"Professional Surveying Services For Precinct #1 Projects (on an on-call basis)"**; and

WHEREAS, County has determined that the services of Professional Surveyor are sometimes necessary to carry out the required Surveying activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act", Government Code, the County requested proposals from Professional Surveyor to assist the County by providing Surveying services; and

WHEREAS, the County has selected the Surveyor to provide surveying services within Hidalgo County Precinct No. 1, in Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Surveyors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Surveyor do mutually agree as follows:

1. Scope of Services. Surveyor agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services" to be Provided by the Surveyor. 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.

2. Term. This Contract becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County

for each work order.

3. **Method of Payment.** Payments to the **Surveyor** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with **Paragraph 4** herein. For each **Work Authorization**, the **Surveyor** shall prepare and submit to the **County** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Surveyor** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Surveyor** shall submit to the **County** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **County** shall review each such **Request for Payment** and may make such exceptions as the **County** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **County** meets approving such payment, the **County** shall make payment to the **Surveyor** in the amount approved as aforesaid subject to **Paragraph 4** herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not completed, compensation to the **Surveyor** by the **County** for the **Project** or such portions of the project shall be only the amounts paid the **Surveyor** for actual work performed in accordance with the **Work Authorization(s)** approved by the **County**.

Final Payment. After final completion of the work and acceptance thereof by the **County** the **Surveyor** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Surveyor** and upon approval thereof by the **County**, the **County** shall pay to the **Surveyor** the amount due ("**Final**

Payment") under such **Final Request for Payment** in accordance with the provisions of **Paragraph 4** hereof. The **Final Payment** shall not be made until the **Surveyor** delivers to the **County** an affidavit that so far as the **Surveyor** has knowledge or information any and all amounts due for materials and services over which the **Surveyor** has control have been paid.

Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **County** shall not be obligated to make any payment (whether a payment under **Paragraph 4** hereof or **Final Payment**) to the **Surveyor** hereunder if any one or more of the following conditions precedent exist:

- (1) The **Surveyor** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Surveyor's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Surveyor's** services which were performed in accordance with this Agreement.
- (3) The **Surveyor** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **County** has made payment to the **Surveyor**;
- (4) If the **County**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Surveyor's** services in accordance with this Agreement, no additional payments will be due the **Surveyor** hereunder unless and until the **Surveyor**, at its sole cost, performs a sufficient portion of the **Surveyor's** services so that such portion of the compensation then remaining unpaid is determined by the **County** to be sufficient to so complete the **Surveyor's** services.

No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Surveyor's** services to which such partial payment related or relieves the **Surveyor** of any of its obligations hereunder with respect thereto.

The **Surveyor** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Surveyor's** services.

Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **County** except those arising from (1) faulty or defective services of the **Surveyor** appearing after completion of the **Project**. (2) failure of the **Surveyor's** services to comply with the

requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Surveyor** except those previously made in writing and identified by the **Surveyor** as unsettled at the time of the **Final Request for Payment**.

4. **Work Authorization.** After execution of this Agreement, the **Surveyor** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **County** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "D"- Work Authorization Form**, attached hereto and made a part of this Agreement. The **Surveyor** will identify, as approved by the **County**, the needed services for the **Project**, as required through the course of the development to the **Project**. The **County** shall authorize the **Surveyor** to perform one or more of the agreed tasks identified in **EXHIBIT "A"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **County**, the **Surveyor** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **County** and the **Surveyor**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "B"**, attached hereto. The **Work Authorizations** shall not waive the **County's** and the **Surveyor's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Surveyor** and approved by the **County** shall be used by the **County** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Surveyor** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **County** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **County** and the

Surveyor have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Surveyor** and the **County**. The **Surveyor** shall promptly notify the **County** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Surveyor** and the **County** within the period established for this Agreement.

The final acceptance by the **County** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Surveyor** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization

5. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Surveyor the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Surveyor. The Surveyor is authorized to submit periodic requests for payment within thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

6. **Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Surveyor, or a subcontractor, the Surveyor shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the

performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Surveyor unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Surveyor, the County shall require the Surveyor to correct the work at no cost to the County and without amendment to the Work Authorization or the Contract. If the changes are made at the request of the County and are not due to errors of the Surveyor, the County will reimburse the Surveyor for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. Reporting. The Surveyor shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.
2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this contract, all documents prepared by the Surveyor or furnished to the Surveyor by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations,

and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Surveyor may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. Independent Contractor. Surveyor must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Surveyor under this Contract. Notwithstanding the foregoing sentence, Surveyor represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Surveyor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. Surveyor and County agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Surveyor agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, '100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit AC@, issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided. Surveyor may not assign the obligations or rights under this contract to any person without the prior written consent of the County.

14. Conflict. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any

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

15. Termination by County. If Surveyor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Surveyor fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Surveyor.

16. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Surveyor, and not otherwise.

18. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. Hold Harmless. In the event Surveyor should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Surveyor shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Surveyor's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement

in the event its survival and enforcement becomes necessary.

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

21. Notices. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall 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 County:	County of Hidalgo Attention: County Judge 100 E. Cano, 2 nd Floor Edinburg, Texas 78539

If to Surveyor:	Dos Land Surveying Attn: Eric Ybarra P.O. Box 1300 2811 E. Mile 9 S. Donna, Texas 78537

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.

22. Execution of 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 Contract including the **Work Authorization Form** attached hereto as **Exhibit "D"**.

23. Binding Contract. This Contract shall be binding upon and inure to the benefit

of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

24. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

25. Authority. The execution and performance of this Contract by County and Surveyor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Surveyor in accordance with its terms.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT ON: _____

APPROVED AS TO FORM:

COUNTY OF HIDALGO, TEXAS

By: _____

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

SURVEYOR:
Dos Land Surveying

By: _____

Printed Name: _____

Title: _____

ATTEST:

Arturo Guajardo, Jr., County Clerk

EXHIBIT “A”
**-Services to be
Provided by Surveyor**

EXHIBIT “A”

Services to be Provided by the Surveyor

Services and Capabilities of Dos Land Surveying:

Boundary Surveys

A survey performed for the purpose of locating and marking property corners, boundary lines and/or easements of a given parcel of land. This involves record and field research, measurements, and computations to establish boundary lines in conformance with the rules and regulations of the Texas Board of Professional Land Surveying.

Parcel Plats for Right-of-Way Acquisitions

A boundary survey prepared that creates a new parcel of land for the purpose of acquiring new right-of-way for roadways or utility easements. The survey is usually taken from a larger parent tract of land. A metes and bounds description is prepared along with the survey plat.

Control Surveys

A survey performed for determining precise locations of horizontal and vertical control points for use in boundary determination, aerial photographs, topographical surveys, construction staking and related purposes. Horizontal coordinates are derived using the latest in GPS equipment. Vertical locations are derived using state of the art digital levels and are based on existing published benchmarks.

Construction Surveys

Construction staking to establish the correct location of proposed structures as shown on improvement plans for construction of roads, parking lots, pipelines, buildings, etc.

Topographical Surveys

A survey locating topographic features - natural and man-made - such as buildings, improvements, fences, elevations, trees, streams, roadways, contours of the land, etc. This type of survey may be required by a governmental agency, or may be used by engineers and/or architects for design of improvements or developments on a site and also may include a boundary survey.

As-Built Surveys

A post-construction topographical survey which will include all structures and features of the property as well as all improvements that have been constructed.

EXHIBIT “B”

-Fee Schedule

EXHIBIT "B"



Contract Rate Schedule

Dos Land Surveying

LABOR:

Job Description	Contract Rate 2009	Contract Rate 2010	Contract Rate 2011	Contract Rate 2012	Contract Rate 2013	Contract Rate 2014	Contract Rate 2015
Surveying							
Reg. Public Land Surveyor	\$168.00	\$176.40	\$185.22	\$194.48	\$204.21	\$214.42	\$225.14
Party Chief	\$126.00	\$132.30	\$138.92	\$145.86	\$153.15	\$160.81	\$168.85
Survey Crew (2 person)	\$117.97	\$123.87	\$130.06	\$136.57	\$143.39	\$150.56	\$158.09
Survey Crew (3 person)	\$140.02	\$147.02	\$154.37	\$162.09	\$170.20	\$178.70	\$187.64
Survey Technician	\$68.20	\$71.61	\$75.19	\$78.95	\$82.90	\$87.04	\$91.39
CADD	\$81.90	\$86.00	\$90.29	\$94.81	\$99.55	\$104.53	\$109.75
Secretary	\$57.75	\$60.64	\$63.67	\$66.85	\$70.20	\$73.71	\$77.39

**These are the rates to be determined for each work authorization

NON-LABOR:***

Mileage	.60/mile
ATV	\$100/day
Lodging (in state)	at cost
Materials (Rebar, misc)	\$15/day
Air Travel	at cost
Overnight Carrier cost	\$20/letter
GPS Equipment	\$475/day
Copies (8 1/2 x 11)	\$.15/ea
Bond Plots	\$0.80/sq.ft.
Color Plots	\$1.70/sq.ft.
Mylar Plots	1.60/sq.ft.

EXHIBIT “C”

-Insurance Requirements

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE(MM/DD/YYYY)
10/5/2009

PRODUCER Ron Robertson Insurance Agency 7322 S.W. Frwy. Ste. 1850 Houston, TX. 77074 713-272-0558		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 DOS Land Surveying 212 W. Third St. Weslaco, TX 77596		INSURERS AFFORDING COVERAGE	NAIC#
		INSURER A: Hartford Insurance	
		INSURER B: Sentinel Insurance / Hartford	
		INSURER C: Texas Mutual Insurance Company	
		INSURER D: Hartford Insurance	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMSMADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	61SWC 610489	06-09-09	06-09-10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	61UECKO4005	08-8-09	08-8-10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 ☐ CLAIMSMADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	001176767	02-10-09	02-10-10	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D		OTHER Professional	61SWC 610489	06/09/09	06/09/10	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

This certificate is issue as a matter of information only and confers no rights upon the certificate holder. The certificate does not amend, extend or alter the coverage afforded by the policy (ies).

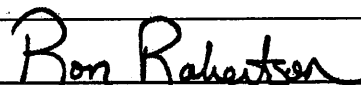
CERTIFICATE HOLDER

County of Hidalgo
2802 S. Business Hwy 281
Edinburg, TX 78540

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



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT “D”

-Work Authorization Form

HIDALGO COUNTY PRECINCT NO.

BY: _____
Hidalgo County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

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

**THE SURVEYOR:
(NAME OF FIRM)**

**THE OWNER:
HIDALGO COUNTY**

Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" -	Service to be Provided by the Surveyor
ATTACHMENT "B" -	Payment/ Fee Schedule
ATTACHMENT "C" -	Insurance Requirements provided by Surveyor
ATTACHMENT "D" -	Work Authorization Form

For 01/01/09 - 01/31/10
Periods 01 - 13

Expenditure Summary Report
Standard Report Format

FJEXS01B

1001 - Standard Report Spec

<u>Account Number / Description</u>		<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1201 R&B PRECINCT 1							
004							
9-1201-431-00-121-004-0-339	PCT1 RD ADM-OTHER PROF SRV	.00	19,500.00	15,000.00	.00	4,500.00	76.92
	004	.00	19,500.00	15,000.00	.00	4,500.00	76.92
005							
9-1201-431-00-121-005-0-339	PCT1 P/U RD-OTHER PROF SRV	20,000.00	20,908.00	2,807.80	13,100.00	5,000.20	76.08
	005	20,000.00	20,908.00	2,807.80	13,100.00	5,000.20	76.08
	1201 R&B PRECINCT 1	20,000.00	40,408.00	17,807.80	13,100.00	9,500.20	76.49
1211 PARKS PRECINCT 1							
013							
9-1211-452-00-121-013-0-339	PCT1 PARKS-OTHER PROF SRV	.00	1,500.00	640.00	660.00	200.00	86.67
	013	.00	1,500.00	640.00	660.00	200.00	86.67
	1211 PARKS PRECINCT 1	.00	1,500.00	640.00	660.00	200.00	86.67
1310 BORDER COLONIA ACCESS PROGRAM							
148							
9-1310-431-00-121-148-0-339	PCT.1-HARMEL-OTHER PROF SRV	.00	319.12	.00	.00	319.12	.00
	148	.00	319.12	.00	.00	319.12	.00
175							
9-1310-431-00-121-175-0-339	PCT.1-V&C/R.CAVAZOS-OTHER PROF SRV	.00	1,465.93	.00	.00	1,465.93	.00
	175	.00	1,465.93	.00	.00	1,465.93	.00
394							
9-1310-431-00-121-394-0-339	PCT.1-RAMOSVILLE-OTHER PROF SRV	.00	751.59	.00	.00	751.59	.00
	394	.00	751.59	.00	.00	751.59	.00
397							
9-1310-431-00-121-397-0-339	PCT.1-SAENZ-OTHER PROF SRV	.00	1,068.69	.00	.00	1,068.69	.00
	397	.00	1,068.69	.00	.00	1,068.69	.00
400							
9-1310-431-00-121-400-0-339	PCT.1-SUNRISE-OTHER PROF SRV	.00	1,149.37	.00	.00	1,149.37	.00
	400	.00	1,149.37	.00	.00	1,149.37	.00
401							
9-1310-431-00-121-401-0-339	PCT.1-SUNRISE HILL/J.OLIVAREZ-OTHER PROF	.00	1,591.14	.00	.00	1,591.14	.00
	401	.00	1,591.14	.00	.00	1,591.14	.00
402							
9-1310-431-00-121-402-0-339	PCT.1-SUNRISE HILL/R.GUERRA-OTHER PROF S	.00	1,253.35	.00	.00	1,253.35	.00
	402	.00	1,253.35	.00	.00	1,253.35	.00
403							
9-1310-431-00-121-403-0-339	PCT.1-SUNRISE HILL/R.GONZALEZ-OTHER PROF	.00	1,253.35	.00	.00	1,253.35	.00

For 01/01/09 - 01/31/10
Periods 01 - 13

Expenditure Summary Report
Standard Report Format

FJEXS01B
1001 - Standard Report Spec

<u>Account Number / Description</u>		<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1310 BORDER COLONIA ACCESS PROGRAM							
403							
403		.00	1,253.35	.00	.00	1,253.35	.00
404							
9-1310-431-00-121-404-0-339	PCT.1-TROPICAL FARMS/SAMOA-OTHER PROF SR	.00	1,750.54	.00	745.14	1,005.40	42.57
404		.00	1,750.54	.00	745.14	1,005.40	42.57
405							
9-1310-431-00-121-405-0-339	PCT.1-TROPICAL FARMS/TAHITI-OTHER PROF S	.00	1,379.08	.00	700.19	678.89	50.77
405		.00	1,379.08	.00	700.19	678.89	50.77
426							
9-1310-431-00-121-426-0-339	PCT.1-ELIZABETH-OTHER PROF SRV	.00	289.43	.00	.00	289.43	.00
426		.00	289.43	.00	.00	289.43	.00
1310 BORDER COLONIA ACCESS PROGRAM		.00	12,271.59	.00	1,445.33	10,826.26	11.78
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
019							
9-1311-431-00-121-019-1-339	AGUA DULCE-OTHER PROF SRV	.00	775.24	.93	774.31	.00	100.00
019		.00	775.24	.93	774.31	.00	100.00
071							
9-1311-431-00-121-071-1-339	BARBOSA LOPEZ #1-OTHER PROF SRV	.00	1,909.42	1,909.42	.00	.00	100.00
071		.00	1,909.42	1,909.42	.00	.00	100.00
103							
9-1311-431-00-121-103-1-339	BERNAL HEIGHTS #1-OTHER PROF SRV	.00	779.62	779.62	.00	.00	100.00
103		.00	779.62	779.62	.00	.00	100.00
105							
9-1311-431-00-121-105-1-339	BERNAL-OTHER PROF SRV	.00	1,310.60	100.13	1,210.27	.20	99.98
105		.00	1,310.60	100.13	1,210.27	.20	99.98
132							
9-1311-431-00-121-132-0-339	CANA DE AZUCAR-OTHER PROF SRV	.00	270.16	270.04	.00	.12	99.96
132		.00	270.16	270.04	.00	.12	99.96
150							
9-1311-431-00-121-150-1-339	CHAPA III-OTHER PROF SRV	.00	360.35	354.06	.00	6.29	98.25
150		.00	360.35	354.06	.00	6.29	98.25
230							
9-1311-431-00-121-230-1-339	DIMAS #3-OTHER PROF SRV	.00	1,437.46	1,437.46	.00	.00	100.00
230		.00	1,437.46	1,437.46	.00	.00	100.00
244							
9-1311-431-00-121-244-0-339	EL MESQUITE-OTHER PROF SRV	.00	1,794.82	1,794.82	.00	.00	100.00
244		.00	1,794.82	1,794.82	.00	.00	100.00

For 01/01/09 - 01/31/10
Periods 01 - 13

Expenditure Summary Report
Standard Report Format

FJEXS01B
1001 - Standard Report Spec

<u>Account Number / Description</u>		<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
245							
9-1311-431-00-121-245-1-339	EL MONTE-OTHER PROF SRV	.00	1,483.46	4.39	1,473.71	5.36	99.64
	245	.00	1,483.46	4.39	1,473.71	5.36	99.64
318							
9-1311-431-00-121-318-1-339	HIGH LAND-OTHER PROF SRV	.00	816.05	404.41	370.59	41.05	94.97
	318	.00	816.05	404.41	370.59	41.05	94.97
391							
9-1311-431-00-121-391-0-339	LA PALMA S/D-OTHER PROF SRV	.00	3,038.30	1.29	1,025.39	2,011.62	33.79
	391	.00	3,038.30	1.29	1,025.39	2,011.62	33.79
495							
9-1311-431-00-121-495-0-339	NORTH CAPISALLO-OTHER PROF SRV	.00	1,302.54	1,302.54	.00	.00	100.00
	495	.00	1,302.54	1,302.54	.00	.00	100.00
509							
9-1311-431-00-121-509-1-339	OLD REBEL HEIGHTS-OTHER PROF SRV	.00	981.38	981.38	.00	.00	100.00
	509	.00	981.38	981.38	.00	.00	100.00
571							
9-1311-431-00-121-571-0-339	PUESTA DEL SOL-OTHER PROF SRV	.00	5,108.00	3,591.10	1,516.90	.00	100.00
	571	.00	5,108.00	3,591.10	1,516.90	.00	100.00
865							
9-1311-431-00-121-865-1-339	DIMAS #1-OTHER PROF SRV	.00	1,298.84	10.46	1,288.38	.00	100.00
	865	.00	1,298.84	10.46	1,288.38	.00	100.00
897							
9-1311-431-00-121-897-1-339	MEL GRAY-OTHER PROF SRV	.00	8,881.81	.00	6,583.00	2,298.81	74.12
	897	.00	8,881.81	.00	6,583.00	2,298.81	74.12
	1311 BORDER COLONIA ACCESS PROGRAM ROUND 2	.00	31,548.05	12,942.05	14,242.55	4,363.45	86.17
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
063							
9-1312-431-00-121-063-0-339	BALLI ESTATES-OTHER PROF SRV	.00	13,669.16	12,697.87	971.29	.00	100.00
	063	.00	13,669.16	12,697.87	971.29	.00	100.00
120							
9-1312-431-00-121-120-0-339	BRENDA GAY-OTHER PROFESSIONAL SERV	.00	2,800.93	2,397.44	403.49	.00	100.00
	120	.00	2,800.93	2,397.44	403.49	.00	100.00
148							
9-1312-431-00-121-148-0-339	CHAPA NORTH-OTHER PROF SRV	.00	2,184.84	1,920.62	264.22	.00	100.00
	148	.00	2,184.84	1,920.62	264.22	.00	100.00
149							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
149							
9-1312-431-00-121-149-0-339	CHAPA SOUTH-OTHER PROF SRV	.00	1,932.84	1,701.57	231.27	.00	100.00
149		.00	1,932.84	1,701.57	231.27	.00	100.00
181							
9-1312-431-00-121-181-0-339	COLONIA SAENZ-OTHER PROFESSIONAL SERVICE	.00	1,707.18	1,707.18	.00	.00	100.00
181		.00	1,707.18	1,707.18	.00	.00	100.00
185							
9-1312-431-00-121-185-0-339	COLONIA WHALEN ROAD-OTHER PROF SRV	.00	3,179.12	2,775.63	403.49	.00	100.00
185		.00	3,179.12	2,775.63	403.49	.00	100.00
215							
9-1312-431-00-121-215-0-339	DE ANDA SUBDIVISION-OTHER PROF SRV	.00	1,638.56	1,235.07	403.49	.00	100.00
215		.00	1,638.56	1,235.07	403.49	.00	100.00
220							
9-1312-431-00-121-220-1-339	DELTA WEST SUBDIVISION-OTHER PROF SRV	.00	9,057.42	8,152.53	904.89	.00	100.00
220		.00	9,057.42	8,152.53	904.89	.00	100.00
228							
9-1312-431-00-121-228-1-339	DIAZ SUBDIVISION-OTHER PROF SRV	.00	1,645.44	1,324.25	321.19	.00	100.00
228		.00	1,645.44	1,324.25	321.19	.00	100.00
232							
9-1312-431-00-121-232-0-339	COLONIA BOYCE-OTHER PROFESSIONAL SERVICE	.00	3,427.34	3,427.34	.00	.00	100.00
232		.00	3,427.34	3,427.34	.00	.00	100.00
319							
9-1312-431-00-121-319-0-339	HIGH POINT SUBDIVISION-OTHER PROF SRV	.00	3,087.00	2,794.71	292.29	.00	100.00
319		.00	3,087.00	2,794.71	292.29	.00	100.00
362							
9-1312-431-00-121-362-0-339	L & P-OTHER PROFESSIONAL SERVICES	.00	3,005.54	.00	.00	3,005.54	.00
362		.00	3,005.54	.00	.00	3,005.54	.00
387							
9-1312-431-00-121-387-0-339	LA MESA SUBDIVISION-OTHER PROF SRV	.00	5,348.86	4,675.99	672.87	.00	100.00
387		.00	5,348.86	4,675.99	672.87	.00	100.00
423							
9-1312-431-00-121-423-0-339	LOS CASTILLOS ESTATES-OTHER PROFESSL SRV	.00	3,146.47	1,590.88	1,555.59	.00	100.00
423		.00	3,146.47	1,590.88	1,555.59	.00	100.00
461							
9-1312-431-00-121-461-0-339	MID-VALLEY ESTATES-OTHER PROF SRV	.00	5,982.38	4,822.99	1,159.39	.00	100.00
461		.00	5,982.38	4,822.99	1,159.39	.00	100.00
687							

For 01/01/09 - 01/31/10
Periods 01 - 13

Expenditure Summary Report
Standard Report Format

FJEXS01B
1001 - Standard Report Spec

<u>Account Number / Description</u>		<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
687							
9-1312-431-00-121-687-0-339	SO. PALM GARDENS EST.#1-OTHER PROF SRV	.00	1,496.78	1,241.34	255.44	.00	100.00
	687	.00	1,496.78	1,241.34	255.44	.00	100.00
688							
9-1312-431-00-121-688-0-339	SO. PALM GARDENS EST.#2-OTHER PROF SRV	.00	1,238.06	982.62	255.44	.00	100.00
	688	.00	1,238.06	982.62	255.44	.00	100.00
779							
9-1312-431-00-121-779-0-339	VALLEY VIEW ESTATES-OTHER PROFESSNL SRV	.00	3,691.64	3,691.64	.00	.00	100.00
	779	.00	3,691.64	3,691.64	.00	.00	100.00
790							
9-1312-431-00-121-790-0-339	VILLAGE GROVE #2-OTHER PROF SRV	.00	1,075.17	720.88	354.29	.00	100.00
	790	.00	1,075.17	720.88	354.29	.00	100.00
804							
9-1312-431-00-121-804-0-339	WES-MER SUBDIVISION-OTHER PROF SRV	.00	2,284.33	1,979.69	304.64	.00	100.00
	804	.00	2,284.33	1,979.69	304.64	.00	100.00
855							
9-1312-431-00-121-855-0-339	ASH COUNTY-OTHER PROF SRV	.00	3,319.28	2,915.79	403.49	.00	100.00
	855	.00	3,319.28	2,915.79	403.49	.00	100.00
860							
9-1312-431-00-121-860-0-339	CHAPA #2-OTHER PROFESSIONAL SERVICES	.00	8,739.01	7,624.57	1,114.44	.00	100.00
	860	.00	8,739.01	7,624.57	1,114.44	.00	100.00
895							
9-1312-431-00-121-895-0-339	MARY ANN-OTHER PROFESSIONAL SERVICES	.00	6,329.26	6,329.26	.00	.00	100.00
	895	.00	6,329.26	6,329.26	.00	.00	100.00
896							
9-1312-431-00-121-896-0-339	MCKEE #1-OTHER PROF SRV	.00	3,129.98	2,726.49	403.49	.00	100.00
	896	.00	3,129.98	2,726.49	403.49	.00	100.00
	1312 BORDER COLONIA ACCESS PROGRAM ROUND 3	.00	93,116.59	79,436.35	10,674.70	3,005.54	96.77
	9 YEAR	20,000.00	178,844.23	110,826.20	40,122.58	27,895.45	84.40

AI-18065

21.B.2.

**Victoria Road Between Bus 83 and Expressway 83
CC REGULAR**

Date: 10/20/2009

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Submitted For: Nielda Cavazos

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 1

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service for Engineering Services;

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Engineering Services required for Precinct #1d Projects;

1st. _____; 2nd. _____; 3rd. _____;

c. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of _____ for the provision of Engineering Services as required or needed for Pct. #1 Projects.

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 10-16-09 \$277,565.78

Attachments

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	10/16/2009 02:07 PM	APRV
2	Budget & Management	Erika Zamora	10/16/2009 03:06 PM	APRV
3	Ivan Cantu	Ivan Cantu	10/16/2009 03:37 PM	APRV
4	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Nielda Cavazos

Started On: 10/15/2009 03:50 PM

HIDALGO COUNTY PRECINCT NO 1

FOR

Professional Engineering Services

GRID

	Rodriguez Engineering	Javier Hinojosa Engineering	Izaguirre Engineering Group
Evaluator No 1	94	91	85
Total Score	94	91	85
RANKING by Commissioner's Court			

* Evaluation completed by Precinct No 1 Staff

Commissioners Court agenda: October 16, 2009

AI-17721

21.C.1.

**AUTHORITY TO REJECT BIDS - FOR PRECINCT NO 2-SOUTH TOWER
ESTATES-STREETS AND DRAINAGE IMPROVEMENTS
CC REGULAR**

Date: 10/20/2009

Submitted By: Eric Trevino, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 2

Information

CAPTION

Requesting approval to reject all bids received (due to modifications of specifications and requirements) for Hidalgo County Precinct No 2-"South Tower Estates-Streets and Drainage Improvements" Bid No. 2009-347-09-09-ERT.

BACKGROUND

Project will be funded and procured through the Hidalgo County Urban County Program (CDBG-R).

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Rejection of bids needed, in order for Urban County to take over project.
Funded thru Urban County CDBG-R, which is part of the American Recovery and Reinvestment Act of 2009.

There will be a re-bid under Urban County Program at a later date.

Attachments

Link: [Engineers Bid Tabulation sheet and Participation Log](#)

Link: [EMAIL BACKUP](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/15/2009 03:21 PM	APRV
2	Budget & Management	Erika Zamora	10/15/2009 03:26 PM	APRV
3	Roland Garcia	Rolando Garcia	10/16/2009 10:23 AM	APRV
4	Auditor's Office	Angela Garcia	10/16/2009 05:02 PM	APRV

Form Started By: Eric Trevino
Started On: 09/25/2009 08:26 AM

Final Approval Date: 10/16/2009

R. Guertel Engineering Corporation
130 E. Park Avenue
Pahr, Texas 76857

BID TABULATION
SOUTH TOWER ESTATES SUBDIVISION

09/17/2009

DATE: 09/16/09
TIME: 9:30 A.M.
LOCATION: HIDALGO COUNTY PURCHASING DEPARTMENT

Item Number	Estimated Quantity	Unit	Item Description	OG Construction Co.		Valley Paving		IOC Company		Jimmy Clooner & Sons Const		Sascon, Inc.		Saez Utility Cont.		JM Construction	
				Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
110	7.42	CY	Excavation (Roadway)	\$ 3.98	\$ 29,631.10	\$ 6.66	\$ 49,509.26	\$ 3.96	\$ 29,407.76	\$ 2.25	\$ 16,751.26	\$ 1.60	\$ 11,912.00	\$ 4.25	\$ 31,641.25	\$ 4.00	\$ 29,780.00
122	810.00	GV	Embankment (Onsite) (1% Cr)	\$ 3.50	\$ 1,785.00	\$ 3.00	\$ 1,530.00	\$ 3.55	\$ 1,961.50	\$ 4.75	\$ 2,422.50	\$ 4.00	\$ 2,040.00	\$ 5.00	\$ 2,550.00	\$ 4.00	\$ 2,040.00
154	6.18	SY	Coal Flyer Spacing (Temporary)	\$ 0.20	\$ 1,223.60	\$ 0.30	\$ 1,853.40	\$ 0.38	\$ 2,324.84	\$ 0.60	\$ 3,670.80	\$ 0.25	\$ 1,529.50	\$ 0.50	\$ 3,059.00	\$ 0.25	\$ 1,529.50
164	8.16	SY	Coal Flyer Spacing (Temporary)	\$ 0.15	\$ 917.70	\$ 0.30	\$ 1,853.40	\$ 0.38	\$ 2,324.84	\$ 0.60	\$ 3,670.80	\$ 0.25	\$ 1,529.50	\$ 0.50	\$ 3,059.00	\$ 0.25	\$ 1,529.50
164	12.28	SY	Coal Flyer Spacing (Permanent)	\$ 0.15	\$ 1,835.40	\$ 0.30	\$ 3,670.80	\$ 0.38	\$ 4,645.68	\$ 0.60	\$ 7,416.80	\$ 0.75	\$ 9,177.00	\$ 0.50	\$ 6,118.00	\$ 0.25	\$ 3,059.00
247	2,594.00	GV	Perforated Base (1" Compacted) (1" Gravel) (County Supplies Base)	\$ 3.90	\$ 10,132.20	\$ 9.05	\$ 23,511.50	\$ 6.60	\$ 17,146.80	\$ 23.80	\$ 61,532.40	\$ 14.00	\$ 36,372.00	\$ 9.95	\$ 23,537.68	\$ 14.00	\$ 36,372.00
260	15.69	SY	Gravel (1" Gravel) (County Supplies Base)	\$ 2.99	\$ 46,940.01	\$ 1.00	\$ 15,690.00	\$ 1.10	\$ 17,268.90	\$ 2.25	\$ 35,322.75	\$ 6.20	\$ 97,333.60	\$ 1.00	\$ 15,690.00	\$ 3.00	\$ 47,097.00
280	43.85	TON	Gravel (1" Gravel) (County Supplies Base)	\$ 155.00	\$ 6,785.75	\$ 145.00	\$ 6,328.25	\$ 173.00	\$ 7,551.45	\$ 165.00	\$ 7,202.25	\$ 160.00	\$ 6,994.00	\$ 110.00	\$ 4,801.50	\$ 185.00	\$ 8,075.25
310	2,745.00	GV	Prime Coat (MC 30)	\$ 6.25	\$ 17,156.25	\$ 3.75	\$ 10,293.75	\$ 3.70	\$ 10,156.50	\$ 4.75	\$ 13,038.75	\$ 3.20	\$ 8,784.00	\$ 5.00	\$ 13,725.00	\$ 8.00	\$ 16,470.00
402	2,823.00	GV	Gravel (1" Gravel) (County Supplies Base)	\$ 1.50	\$ 4,234.50	\$ 1.00	\$ 2,823.00	\$ 1.20	\$ 3,387.60	\$ 5.00	\$ 14,115.00	\$ 2.00	\$ 5,646.00	\$ 1.00	\$ 2,823.00	\$ 1.00	\$ 2,823.00
454	9.11	GV	Gravel (1" Gravel) (County Supplies Base)	\$ 25.00	\$ 22,775.00	\$ 23.65	\$ 21,545.15	\$ 25.00	\$ 22,686.00	\$ 28.00	\$ 25,508.00	\$ 21.00	\$ 19,131.00	\$ 28.00	\$ 25,508.00	\$ 28.00	\$ 25,508.00
464	2,234.00	GV	Gravel (1" Gravel) (County Supplies Base)	\$ 31.00	\$ 69,254.00	\$ 28.65	\$ 59,882.90	\$ 32.00	\$ 71,488.00	\$ 32.50	\$ 72,605.00	\$ 25.00	\$ 55,850.00	\$ 30.00	\$ 67,020.00	\$ 35.00	\$ 78,180.00
465	14.30	EA	Gravel (1" Gravel) (County Supplies Base)	\$ 2,645.00	\$ 41,230.00	\$ 1,790.00	\$ 25,660.00	\$ 1,900.00	\$ 26,600.00	\$ 1,820.00	\$ 25,460.00	\$ 1,500.00	\$ 21,000.00	\$ 2,100.00	\$ 37,600.00	\$ 2,350.00	\$ 32,200.00
465	3.00	EA	Gravel (1" Gravel) (County Supplies Base)	\$ 3,100.00	\$ 9,300.00	\$ 3,000.00	\$ 9,000.00	\$ 2,400.00	\$ 7,200.00	\$ 2,875.00	\$ 8,625.00	\$ 2,900.00	\$ 8,600.00	\$ 2,200.00	\$ 6,600.00	\$ 2,400.00	\$ 7,200.00
502	7.00	W3	Reinforcing Steel (1" Bar) (Traffic Handing)	\$ 1,170.00	\$ 8,190.00	\$ 500.00	\$ 3,500.00	\$ 1,300.00	\$ 9,100.00	\$ 850.00	\$ 5,950.00	\$ 2,800.00	\$ 19,600.00	\$ 800.00	\$ 5,600.00	\$ 1,000.00	\$ 7,000.00
506	34.00	SY	Construction Fabric (1" Bar) (Traffic Handing)	\$ 22.00	\$ 748.00	\$ 25.00	\$ 850.00	\$ 26.54	\$ 815.95	\$ 38.00	\$ 1,292.00	\$ 35.00	\$ 1,124.00	\$ 47.00	\$ 1,598.00	\$ 10.00	\$ 340.00
506	34.00	SY	Construction Fabric (1" Bar) (Traffic Handing)	\$ 6.00	\$ 202.00	\$ 5.00	\$ 170.00	\$ 7.11	\$ 241.74	\$ 12.00	\$ 408.00	\$ 10.00	\$ 340.00	\$ 23.00	\$ 782.00	\$ 10.00	\$ 340.00
506	796.00	GV	Temp. Sealing Control Fabric (Traffic)	\$ 2.00	\$ 1,512.00	\$ 3.85	\$ 2,810.60	\$ 2.90	\$ 1,965.60	\$ 2.75	\$ 2,079.00	\$ 4.00	\$ 3,024.00	\$ 3.00	\$ 2,288.00	\$ 6.00	\$ 3,780.00
506	796.00	GV	Temp. Sealing Control Fabric (Traffic)	\$ 1.00	\$ 796.00	\$ 1.00	\$ 796.00	\$ 0.95	\$ 716.20	\$ 1.00	\$ 796.00	\$ 4.00	\$ 3,024.00	\$ 1.00	\$ 796.00	\$ 5.00	\$ 3,780.00
508	12,853.00	GV	Reinforcing Steel (1" Bar) (Traffic Handing)	\$ 6.00	\$ 77,118.00	\$ 5.00	\$ 64,765.00	\$ 6.88	\$ 115,182.17	\$ 6.25	\$ 80,956.25	\$ 8.00	\$ 103,624.00	\$ 5.25	\$ 68,286.55	\$ 7.00	\$ 90,671.00
528	600.00	GV	Concrete Curb & Gutter (1" Bar) (Traffic Handing)	\$ 32.00	\$ 19,200.00	\$ 25.00	\$ 15,000.00	\$ 22.00	\$ 13,200.00	\$ 18.00	\$ 10,800.00	\$ 15.00	\$ 9,000.00	\$ 10.00	\$ 6,000.00	\$ 23.00	\$ 13,800.00
530	2,123.00	SY	Concrete Curb & Gutter (1" Bar) (Traffic Handing)	\$ 6.90	\$ 14,648.70	\$ 15.50	\$ 32,806.50	\$ 8.00	\$ 16,984.00	\$ 6.00	\$ 12,738.00	\$ 26.00	\$ 55,444.00	\$ 4.00	\$ 8,482.00	\$ 21.00	\$ 44,563.00
530	2,123.00	SY	Concrete Curb & Gutter (1" Bar) (Traffic Handing)	\$ 28.00	\$ 17,388.00	\$ 43.50	\$ 27,013.50	\$ 40.00	\$ 24,840.00	\$ 48.00	\$ 26,880.00	\$ 35.00	\$ 21,735.00	\$ 19.50	\$ 12,109.50	\$ 50.00	\$ 31,050.00
531	24.00	EA	ADA Curb Ramp	\$ 260.00	\$ 6,240.00	\$ 600.00	\$ 12,000.00	\$ 730.00	\$ 17,520.00	\$ 620.00	\$ 14,880.00	\$ 440.00	\$ 10,560.00	\$ 150.00	\$ 3,600.00	\$ 700.00	\$ 16,800.00
644	13.00	EA	Small Roadside Sign Assembly (1" Bar)	\$ 145.00	\$ 1,885.00	\$ 375.00	\$ 4,875.00	\$ 680.00	\$ 11,440.00	\$ 245.00	\$ 3,185.00	\$ 300.00	\$ 3,900.00	\$ 275.00	\$ 3,575.00	\$ 600.00	\$ 7,800.00
TOTAL BASE BID AMOUNT:					\$ 411,738.21		\$ 397,372.40		\$ 437,131.53		\$ 464,109.15		\$ 518,763.80		\$ 358,020.68		\$ 511,817.25

PLAN HOLDERS LIST **South Tower Estates - Street & Drainage Improvements**

Bid Number: 2009-347-09-09-ERT
Prebid Conf. Wednesday, September 9, 2009 at 1:30pm
Location: Hidalgo Co. New Administration Building - Purchasing Dept., 2812 S. Business 281, Edinburg, TX 78539
Bid Opening: Wednesday, September 16, 2009 at 9:30am
Location: Hidalgo Co. New Administration Building - Purchasing Dept., 2812 S. Business 281, Edinburg, TX 78539

ENG08.024B
Deposit Amount: \$100.00

Bid Set No.	Company	Contact Person	Address	City	State	Zip Code	Phone	Fax	Addendum					Date Issued	Deposit	
									1	2	3	4	5		Check	Cash / N.A.
1	R. Gutierrez Engineering Corporation	Ramiro Gutierrez	130 E. Park	Pharr	TX	78577	956-782 2557	956-782 2558	X	X						
2	Hidalgo County PCT #2 Yolanda Cisneros@co.hidalgo.tx.us	Yoli Cisneros	301 E. State St.	Pharr	TX	78577	956-787-1891	956-787-4683	X	X						
3	Hidalgo County Purchasing Dept. eric.trevino@co.hidalgo.tx.us	Eric Trevino	2812 S. Bus Hwy 281	Edinburg	TX	78539	959-318-2626	956-318-2629	X	X						
4	A.G.C. sanjuana@rgvaggc.org	Perry Voughn	6918 W. Expressway 83	Harlingen	TX	78552	956-423-4091	956-423-0174	X	X						
5	AMTEK austinplanroom@amtekusa.com	John Rugh	7801 Lamar Ste. A137	Austin	TX	78752	512-323-0508	512-323-0920	X	X						
6	The Builder's Exchange of Texas edith@virtualvx.com	Edith Carmona	4047 Naco Perrin Ste 100	San Antonio	TX	78217	210-564 6900	210-564 6902	X	X						
7	Closner Construction robert@jimmyclosner.com	Albert Closner					956-202-1844		X	X				9/3/09		X
8	Saenz Utility saenzutility@yahoo.com	Juan Saenz	22290 FM-88	Edcouch	TX	78538	956-262-8506		X	X				9/3/09		
9	JM Construction jm4955@aol.com	Juan Mendoza					956-565-5222		X	X				9/8/09		X
10	ALL "J" Underground Utilities	Joe Carrizales			TX		956-460-5977	956-781-4007	X	X				9/9/09		

11	Valley Paving valpav@sbcglobal.net	Oscar Cordova			TX		956-585-5908	956-581-1370	X	X				9/3/09			
12	TEGA Construction	Robert Cuellar	4605 W. University Dr.	Edinburg	TX		956-874-1600	956-874-1601	X	X				9/9/09			
14									X								
15	Sascon	Herman Sckloss		McAllen			956-682-3454	956-682-2542	X	X				9/15/09			
16									X								
17							956-		X								
18							956-		X								
19							956-		X								
20							956-		X								
21																	
22							956-		X								

Eric Trevino

From: yoli [yolanda.cisneros@co.hidalgo.tx.us]
Sent: Wednesday, October 14, 2009 7:59 AM
To: 'Eric Trevino'
Cc: 'Humberto Garza'
Subject: RE: Hidalgo County Purchasing Department

Eric,
I got your message and thank you for the information. If Urban County has any questions regarding this project they will give us a call.
Thank you again.

↑
Pct No 2 is aware of the situation.

Yoli Cisneros

Administrative Assistant II
Hidalgo County Precinct No.2
301 East State
Pharr, Texas 78577
(956) 787-1891 Ext. 2002
(956) 787-4683 Fax
email: yoli.cisneros@co.hidalgo.tx.us

From: Eric Trevino [mailto:eric.trevino@co.hidalgo.tx.us]
Sent: Tuesday, October 13, 2009 3:59 PM
To: yolanda.cisneros@co.hidalgo.tx.us
Subject: FW: Hidalgo County Purchasing Department

Good Afternoon,
Ms. Cisneros please read email below.

If you have any questions please contact me. Thank you Ms Cisneros.

From: Eric Trevino [mailto:eric.trevino@co.hidalgo.tx.us]
Sent: Tuesday, October 13, 2009 3:57 PM
To: 'drserna@bizrgv.rr.com'
Cc: 'darlene.betancourt@co.hidalgo.tx.us'
Subject: FW: Hidalgo County Purchasing Department

Good Afternoon,
I spoke to Mr. Vela (Assistant Purchasing Agent), and he said it would be okay for Urban County to take over the project. I am going to create an agenda item for Commissioner's Court on October 20, 2009 for "rejection of bids", once that gets approved at Commissioner's Court then Urban County can take over.

If you have any questions please contact me. Thank you Director Serna.

From: Diana R. Serna [mailto:drserna@bizrgv.rr.com]
Sent: Tuesday, October 13, 2009 2:47 PM
To: Eric Trevino
Subject: RE: Hidalgo County Purchasing Department

Urban County agrees to rejection of bid

Eric, you are correct that we will be required to reject bids and re-advertise the project. As for the advertisement, didn't you tell me that Marty had advised you that the Purchasing Department would handle the project? I would much rather handle it ourselves but we'll do what ever Marty wants done.

-----Original Message-----

From: Eric Trevino [mailto:eric.trevino@co.hidalgo.tx.us]

Sent: Friday, October 09, 2009 9:50 AM

To: drserna@bizrgv.rr.com

Cc: darlene.betancourt@co.hidalgo.tx.us; ramon.vela@co.hidalgo.tx.us; humberto.garza@co.hidalgo.tx.us; yolanda.cisneros@co.hidalgo.tx.us

Subject: FW: Hidalgo County Purchasing Department

Good Morning Director Serna,

As per the email below, County will then need to reject the bids, and re-advertise for this project and include the changes on the bid packet. Since the funding is going to come out of CDBG funds, who is going to be taking over the project Urban County or Hidalgo County?

Also, what is the deadline for using the CDBG funds?

Please email me back. Thank you Director.

From: Diana R. Serna [mailto:drserna@bizrgv.rr.com]

Sent: Thursday, October 08, 2009 12:41 PM

To: Eric Trevino

Cc: Humberto Garza; Martha Salazar; Tony Barco

Subject: RE: Hidalgo County Purchasing Department

(Due to modifications of specifications and requirements)
This was Urban County email, and directions.

Eric,

Thank you for the specifications on the South Tower Estates Drainage and Street project in Precinct 2. As discussed with you, this project is to be funded through the County Commissioners' Community Development Block Grant (CDBG) American Recovery and Reinvestment Act of 2009 (ARRA) funding also known as CDBG-R. A special requirement imposed on this funding by the U. S. government is that we as a jurisdiction must certify that **"ALL iron, steel and manufactured goods used in construction, alteration, repair, or maintenance of a public building or public work project assisted with CDBG-R funds under the Recovery Act must be "PRODUCED in the United States"**.

I have reviewed the specifications and read through the invitations to bidders and found that this requirement was not passed on to the potential contractors. Please advise me if I missed the wording. If I didn't, we will have to reject this bid, re-advertise for this project and ensure that the potential contractors are fully aware of this requirement. We are currently working on the Environmental Review records and don't expect release of funds on or before November 6, 2009.

Also, item 13 of the invitation to bidders states that the funds have been provided by the County budget and not the U. S. Department of Housing and Urban Development.

Once again, thanks.

-----Original Message-----

From: Eric Trevino [mailto:eric.trevino@co.hidalgo.tx.us]

Sent: Friday, October 02, 2009 10:38 AM

To: drserna@bizrgv.rr.com

Subject: Hidalgo County Purchasing Department

Good Morning,

Please let this serve as a formal request to let me know when you get the CDBG funds for "South Tower Estates-Streets and Drainage Improvements-Hidalgo County Precinct No 2" and provide whatever information you can from the funding, so I can use it as my backup for the Agenda Item. The bids will be good for up to 90 days after bid opening, bid opening was on Sep 16, so bids will be good until Dec 16.

If you have any questions please contact me. Thank You Director.

Thank you,

ERIC TREVINO

BUYER I

Hidalgo County Purchasing Department

2802 S. Business. Hwy 281

Edinburg, Tx 78539

(956) 318-2626 ext. 4882

(956) 292-7612 fax

eric.trevino@co.hidalgo.tx.us



Eric Trevino

From: Javier Gutierrez [javier@rgutierrezengineering.com]
Sent: Thursday, October 15, 2009 10:00 AM
To: 'Eric Trevino'; office@rgutierrezengineering.com
Cc: olga@rgutierrezengineering.com
Subject: RE: Hidalgo County Purchasing Department

*Engineer is also aware
of the Situation.*

Eric,

Ramiro Gutierrez has seen this email and is aware of the intent to reject and rebid.

Regards,

Javier Gutierrez
R. Gutierrez Engineering Corp
956-782-2557
javier@rgutierrezengineering.com

This email and any files transmitted with it contain information belonging to the office of R. Gutierrez Engineering Corporation which is confidential and/or legally privileged. This information is intended only for the individual or entity to whom this email is addressed. If you are not the named recipient, you are hereby notified that any disclosure, copying, distributing or taking of this information for any use whatsoever is strictly prohibited. If you receive this message in error, please notify the sender at (956)782-2557 or by email at office@rgutierrezengineering.com and delete this message immediately from your computer. Thank you...

From: Eric Trevino [mailto:eric.trevino@co.hidalgo.tx.us]
Sent: Thursday, October 15, 2009 9:41 AM
To: office@rgutierrezengineering.com
Cc: olga@rgutierrezengineering.com
Subject: FW: Hidalgo County Purchasing Department

Good Morning,

This is regarding "South Tower Estates-Streets and Drainage Improvements" Precinct No 2 Project, Hidalgo County will need to "reject bids" (due to modifications of specifications and requirements). Urban County will be taking over the project, once bids get rejected at Commissioner's Court on October 20, 2009, person you can talk to at Urban County would be Director Diana Serna. Precinct No 2 Yolanda Cisneros is aware of this as well. Would the Engineer be ready for the process of re-advertising and starting this project over again? Please email me back as soon as possible.

Please forward this email to Engineer so he can be aware, Thank You.

If you have any questions please contact me. Thank You.

From: Eric Trevino [mailto:eric.trevino@co.hidalgo.tx.us]
Sent: Friday, October 09, 2009 10:54 AM
To: 'olga@rgutierrezengineering.com'
Subject: FW: Hidalgo County Purchasing Department

Good Morning Ms. Olga,

AI-18029

21.D.1.

**Requesting approval of Supplemental Agreement #4 to WA#1 with
Dannenbaum
CC REGULAR**

Date: 10/20/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Requesting approval of a "Supplemental Agreement #4 to Work Authorization No. 1" with a proposed fee of \$42,799.00 (new total of \$117,683.96) for the contract between Hidalgo County and Dannenbaum Environmental Corporation in connection with services (as detailed in SA#4 attached hereto) related to the property acquired by the County, fka, the Eyhorn Property located in Pct. #3 so as to continue with a bid to lease the property.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1334-432-00-123-022-0-334
FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Please refer to (AI - 18081) pending transfer of \$42,799.00.

Attachments

Link: Supplemental No. 4

Link: Backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/16/2009 04:07 PM	APRV
2	Budget & Management	Erika Zamora	10/16/2009 04:09 PM	APRV
3	Perla Lopez	Perla Lopez	10/16/2009 05:02 PM	APRV
4	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Rocio Villarreal
Started On: 10/14/2009 03:23 PM
Final Approval Date: 10/16/2009

DANNENBAUM ENVIRONMENTAL CORPORATION

3100 WEST ALABAMA HOUSTON, TEXAS 77098 P.O. BOX 22292 HOUSTON, TEXAS 77227 (713) 520-9570

September 29, 2009

Mr. Joe M. Flores, Commissioner
Hidalgo County Precinct 3
724 North Breyfogle
Mission, Texas 78574

RE: Hidalgo County Landfill Project: Supplemental Agreement No. 4 to Work Authorization No. 1 to the Main Contract for the Continuation of the Landfill Project (Additional Engineering/Surveying Services to Revise/Amend the Plat for Eyhorn Subdivisions No. 1 and No. 2 as per Texas Railroad Commission Approval)

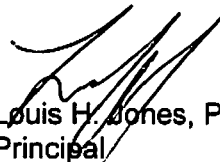
Dear Mr. Flores,

Dannenbaum Engineering has provided engineering and surveying services for the development of roadway and utilities to meet Texas Railroad Commission approval(s) under the Scope of Work in Work Authorization No. 1.

We have performed this effort without a contract and in good faith; however, we hereby respectfully request consideration of Supplemental Agreement No. 4 to Work Authorization No. 1 as referenced above. Please review our Supplemental Agreement No. 4 and upon approval, please sign both copies and return one original signature copy to our office for our files.

If you have any questions or comments, please feel free to contact me at (956)682-3677 or (832)771-4904.

Thank you,


Louis H. Jones, P.E.
Principal

Attachments

cc: Jesse Villegas, Project Coordinator

C-06-215-05-23

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

EXHIBIT "F"

**SUPPLEMENTAL AGREEMENT NO. 4 TO WORK AUTHORIZATION NO. 1
TO MAIN AGREEMENT FOR THE CONTINUATION OF THE LANDFILL PROJECT
IN PRECINCT NO. 3, HIDALGO COUNTY, TEXAS**

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through it's **BOARD OF DIRECTORS**, hereinafter called the **COUNTY** and **DANNENBAUM ENVIRONMENTAL CORPORATION**, a subsidiary of **DANNENBAUM ENGINEERING CORPORATION**, professional engineers of McAllen, Texas, hereinafter called the **ENGINEER**.

W I T N E S S E T H

WHEREAS, the **COUNTY** and the **ENGINEER** executed the Agreement on the 23th day of May, 2006, and Work Authorization No. 1 on the 3rd day of July, 2006, concerning engineering and related services for engineering support services to assist the Legal Team in obtaining approval from the Texas Railroad Commission at the Texas Railroad Commission Hearing(s) in Austin, Texas for the Eyhorn Subdivisions No. 1 and No. 2 for a landfill project in Hidalgo County, Texas (hereinafter referred to as the "Project"); and,

WHEREAS, Article 2 of the Agreement, Scope of Work and Part I of Work Authorization No. 1, Scope of Work establishes the Scope of Work for Work Authorization No. 1 and,

WHEREAS, it has become necessary to amend the contract to provide additional engineering and surveying services for the development of roadway and utilities to meet Texas Railroad Commission approval(s) under the Scope of Work in Work Authorization No. 1.

NOW, THEREFORE, premises considered, the **COUNTY** and **ENGINEER** agree that said Work Authorization No. 1 of the Agreement is amended as follows:

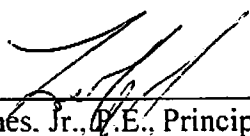
*Hidalgo County Dannenbaum Environmental Corporation
Supplemental Agreement No. 4 to Work Authorization No. 1 for the
"Continuation of the Countywide Landfill Project"*

I. Part 1 of Work Authorization No. 1; Scope of Work is revised to provide additional engineering and surveying services for the development of roadway and utilities to meet Texas Railroad Commission approval(s) under the Scope of Work in Work Authorization No. 1.

II. Part 2 of Work Authorization No. 1; Estimated Cost is to be paid as a lump sum based on Contract Rates established in Exhibit "D" of the Agreement, which shall be increased by \$42,799.00 to a revised total of \$117,683.96.

IN WITNESS WHEREOF, the ENGINEER and the COUNTY have caused this Supplemental Agreement No. 4 to Work Authorization No. 1 of the Agreement to be effective as of the ____ day of _____, 2009.

ENGINEER:
DANNENBAUM ENVIRONMENTAL CORPORATION

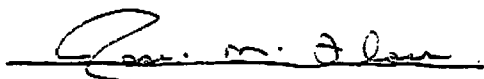
BY: 
Louis H. Jones, Jr., P.E., Principal

OWNER:
HIDALGO COUNTY

BY: _____
J. D. Salinas, Hidalgo County Judge

ATTACHMENTS:

- Exhibit "D" Lump Sum Cost Proposal



*Hidalgo County / Dannenbaum Environmental Corporation
Supplemental Agreement No. 4 to Work Authorization No. 1 for the
"Continuation of the Countywide Landfill Project"*

DIRECT EXPENSES	NO.	UNIT	QUANTITY/UNIT		QUANTITY	UNIT PRICE
PLOTTING - 11 X 17 PAPER PLOTS	1	SETS	63	PLOTS/SET	63	
PLOTTING - 22 X 34 PAPER PLOTS	1	SETS	63	PLOTS/SET	63	
PLOTTING - COLOR PLOTS	0	SETS	0	PLOTS/SET	0	
PLOTTING - COLOR PLOTS	0	SETS	0	PLOTS/SET	0	
PLOTTING - COLOR PLOTS	0	SETS	0	PLOTS/SET	0	
MYLAR PLOTS - 24 X 36	1	SETS	6	PLOTS/SET	6	
REPRODUCTION - 8.5 X 11 PAPER COPIES	1	SETS	100	COPIES/SET	100	
REPRODUCTION - 11 X 17 PAPER COPIES	0	SETS	0	COPIES/SET	0	
OVERNIGHT CARRIER COST	0	PKGS	0	EACH	0	
AUTO EXPENSE (Message)	3	TRIPS	100	MI /TRIP	300	
TRAVEL-AT COST	0	TRIPS	0	COST/TRIP	0	
TRAVEL-AT COST	0	TRIPS	0	COST/TRIP	0	
TOTAL DIRECT EXPENSES						

ASSUMPTIONS
NONE

MANHOURS PER TASK BY CLASSIFICATION								TOTAL	TOTAL
ENGINEER (I) (II)	SR. ENG DESIGNER (III)	ENVIRON SCIENTIST	ENG DGNR (I)(II)	CADD TECH (I) (II)	SECTY	CONST MANANGER	CONST REP	MHS PER TASK	FEE PER TASK
\$159.75	\$127.34	\$127.34	\$108.82	\$104.19	\$83.35	\$179.43	\$93.77		
			1					2	\$ 317.19
			1					2	\$ 317.19
			1					2	\$ 317.19
			1					2	\$ 456.11
1			4	4				9	\$ 1,011.79
1			2	2				5	\$ 585.77
10			30	72				112	\$ 12,363.78
4			24	40				68	\$ 7,418.28
4			10	24				38	\$ 4,227.76
1			2	2				5	\$ 585.77
1					8			9	\$ 826.55
2								10	\$ 1,966.46
			1	1				2	\$ 213.01
				18				18	\$ 1,875.42
				8	1			9	\$ 916.87
			1		1			2	\$ 291.72
3			3					1	\$ 108.82
								9	\$ 1,847.58
27	0	0	81	171	10	0	0	385	\$ 35,667.26
\$4,311.25	\$0.00	\$0.00	\$8,814.42	\$17,816.48	\$833.50	\$0.00	\$0.00		\$ 748.50
									\$ 36,415.76
9%	0%	0%	27%	56%	3%	0%	0%	100%	

AMOUNT
94.50
378.00
-
-
-
120.00
12.00
-
-
144.00
-
-
748.50

BASIC SERVICES - ENGINEERING	
DIRECT LABOR COSTS	\$ 35,667.26
DIRECT EXPENSES	\$ 748.50
TOTAL ENGINEERING COST	\$ 36,415.76
SPECIAL SERVICES - SURVEYING	
	\$ 6,383.24
TOTAL COST - BASIC AND SPECIAL SERVICES	\$ 42,799.00

DIRECT EXPENSES	NO.	UNIT	QUANTITY/UNIT	QUANTITY	UNIT PRICE
PLOTTING - 11 X 17 PAPER PLOTS	0	SETS	0	PLOTS/SET	0
PLOTTING - 22 X 34 PAPER PLOTS	0	SETS	0	PLOTS/SET	0
PLOTTING - COLOR PLOTS	0	SETS	0	PLOTS/SET	0
PLOTTING - COLOR PLOTS	0	SETS	0	PLOTS/SET	0
PLOTTING - COLOR PLOTS	0	SETS	0	PLOTS/SET	0
MYLAR PLOTS - 24 X 36	0	SETS	0	PLOTS/SET	0
REPRODUCTION - 8.5 X 11 PAPER COPIES	0	SETS	0	COPIES/SET	0
REPRODUCTION - 11 X 17 PAPER COPIES	0	SETS	0	COPIES/SET	0
OVERNIGHT CARRIER COST	0	PKGS	0	EACH	0
AUTO EXPENSE (Mileage)	0	TRIPS	0	MI /TRIP	0
TRAVEL-AT COST	0	TRIPS	0	COST/TRIP	0
TRAVEL-AT COST	0	TRIPS	0	COST/TRIP	0
TOTAL DIRECT EXPENSES					

NONE

Prepared by JV
Reviewed by RS
Checked by SS

[illegible]

SPECIAL SERVICES - SURVEYING		
DIRECT LABOR COSTS	\$	6,383.24
DIRECT EXPENSES	\$	-
TOTAL SURVEYING COST	\$	6,383.24

AI-18026

21.D.2.

**Purchase of One (1) New JD 670G Motorgrader for Drainage Improvement
Project Pct. #3
CC REGULAR**

Date: 10/20/2009

Submitted By: Oscar Garza, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

Acceptance and approval of proposal received from Doggett Heavy Machinery Services, Ltd, Pharr, TX awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #268-07 for the purchase of "One (1) New JD 670G Motorgrader" in an amount not to exceed \$198,273.10 to include but not limited to Buyboard Fee's, delivery for proposed Drainage Improvement in Pct. #3-Project #2009-441-OGG.

BACKGROUND

As requested by Domingo Villarreal, Assistant Administrator for Pct. #3; proposed Motorgrader is for Drainage Improvement Project located in Pct. #3 area.

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1339-431-00-123-049-0-742

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds as of 10/16/09 is \$466,296.99.

Attachments

Link: 09-441

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/15/2009 03:28 PM	APRV
2	Budget & Management	Erika Zamora	10/15/2009 03:37 PM	APRV
3	Perla Lopez	Perla Lopez	10/16/2009 02:12 PM	APRV
4	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Oscar Garza
Started On: 10/14/2009 03:02 PM
Final Approval Date: 10/16/2009

MEMORANDUM

To: Joe Flores
HC Commissioner Pct. #3

via fax: 585-2375
via: norma.ceballos@co.hidalgo.tx.us

From: Oscar Garza, Procurement Specialist

Date: October 14, 2009

Re: Bid No. 2009-441-OGG-Approval of specifications for "One (1) New JD 670G Motor grader"

Please review the following Quotes and indicate if they meet all your requirements by marking APPROVE (or) DISAPPROVE and signing below. If your answer is DISAPPROVE, please make any modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

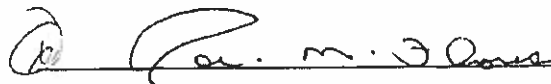
If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☒	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ☒ YES / ☐ NO / ☐ Other

(Specify) _____

BUDGET ACCOUNT #: 9-1339-431-00-133-049-0-742

		<u>10/14/09</u>
AUTHORIZED SIGNATURE	PRINTED NAME	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or e-mail: oscar.garza@co.hidalgo.tx.us by no later than Thursday 15, 2009 at 10:30 AM.

Enclosures

DOGGETT HEAVY MACHINERY SERVICES, LTD.

#1
PHARR TX
705 E. Nolana, 78589
(956) 787-0001
Fax(956) 787-0055

#2
CORPUS CHRISTI, TX
433 Flato Rd. 78405
Box 4918, 78469
(361) 289-0727
Fax (361) 289-7229

#3
BROWNSVILLE, TX
5994 E. 14TH St. 78520
(956) 831-9377
Fax (956) 831-7421

#4
VICTORIA, TX
6812 N. US 59, 77905
(361) 570-6666
(361) 570-6688

Store #: 1 Date: 10/13/09

Proposal for: BuyBoard Quotation

Acct #: _____ Tax / SS #: _____

☐ RENTAL ☐ Month/s ☐ Week/s ☐ Days

Business: Hidalgo County Pct # 3

Start Date: _____ Rate \$: _____

Individual: Joe Flores

Delivery \$: _____ Pick-up \$: _____

Address: 400 W. 13th

Payment: ☐ P. P. ☐ Cash ☐ Other *

City/St/Zip: Mission Texas 78572

Taxable: ☐ Yes ☐ No

Phone #: 279/4010 Fax #: _____

☐ SALE ☐ Finance ☐ Lease ☐ Cash

Cell #: oscar 318/2626 ☐ Corp. ☐ LLC ☐ Pard. ☐ Ind.

Term: ☐ Months ☐ % Rate ☐ Other*

PO #: _____ Job #: _____

Proposal good for: 15 Days

QUOTATION BELOW SUBJECT TO APPLICABLE TAXES

Qty	Make	Model	Serial No.	Description of Equipment / Include HOURS & YEAR Model	Sale Price of Unit/s
	JD	670G	New	Motorgrader	\$ 295,930.00
				Cab/Air Vale Ripper/Scaffier Combo	
				BuyBoard Discount 33%	\$ (97,656.90)
				State Contract # 268-07	
Total Selling Price Units (All) :					\$ 198,273.10
Stock Number :					Extended Warranty : \$ -

WARRANTY

☐ Extended ☒ New ☐ Other*
☐ Full Machine ☒ EPT + Hyd ☐ EPT

Term: Months: 24 Hours: 2000

Notes / *Other

Physical Address: _____

Less Applicable Rent : \$ -

Less Trade-in Value : \$ -

Taxable Amount : \$ 198,273.10

Ad valorem Tax: 0.00000% \$ -

Sales / Fuel Tax: 0.00% \$ -

Less Down Payment : \$ -

Total Amount To Finance Or Pay Cash : \$ 198,273.10

Monthly Payments: _____

Salesman : RUDY LLAMAS

Customer : _____

Summary

All amounts are displayed in USD

Additional Charges

Freight:	+/-	\$0.00
Setup & Delivery:	+/-	\$0.00
Discounts:TASB 33%	+/-	(\$97,656.90)
Trade In Allowance:	+/-	\$0.00
Extended Warranty:	+/-	\$0.00
Taxes:	+/-	\$0.00
Total Additional Charges:		(\$97,656.90)

Additional Information

ButBoard Pricing

Customer Comments

Total Delivered Price:	1	\$198,273.10

Price and availability subject to change without notice. Taxes, extended warranty and freight charges are extra.
Some additional charges may apply.



JOHN DEERE

Equipment Details

Prepared For: Joe Flores
 107& Iowa Rd
 Mission, Texas 78572
 Phone: 956/607/5647
 Email: rudyllamas@doggettmachinery.com

Dealership: Rudy Llamas
 DOGETT HEAVY MACH SERV LLC
 705 E NOLANA LOOP
 PHARR, TX 785779535
 Phone: 9567870001
 Email: rudyllamas@doggettmachinery.com

Date October 13, 2009

Offer Expires: 11/29/09

Price and availability subject to change without notice. Taxes, extended warranty and freight charges are extra.
 Some additional charges may apply.

All amounts are displayed in USD

670G MOTOR GRADER

Code	Description	Qty	List Price
8440T	670G MOTOR GRADER		\$244,425.00

Options

Required Items:

1010	670G Grader	1	In Base Price
1120	John Deere PowerTech Plus 6090H 9.0L (548 Cu. In.) Engine Certified to Tier 3 / EU Stage IIIA emissions (195 Net Peak hp)	1	\$15,824.00

For sale in US, Canada, EU27, and territories of US & EU27.
 For sales outside these territories, see your dealer.

1410	Standard Fuel & Water Filtration	1	In Base Price
1210	Standard 100amp Alternator	1	In Base Price
5020	Low Cab w/ Fixed Lower Front and Side Windows	1	In Base Price
6010	Cab Air Precleaner	1	\$768.00

Precleans outside air and Significantly extends filter Life

6120	Standard Fabric Air Suspension Seat with Armrests and Headrest	1	In Base Price

	Requires codes 5020, 5030, or 5040.		
5510	Autoshift Transmission	1	\$1,557.00
7130	GRADING LIGHTS (10 HALOGEN LIGHTS)	1	\$910.00
	Includes code 7110 Transporting Halogen w/ LED Signal and Marker Lights, plus (6) Work lights: (2) on bottom of cab, (2) on midframe, and (2) reversing lights on rear grill.		
2050	14 Ft. x 24 In. x 7/8 In. (4.27 M x 610 mm x 22 mm) with 6 In. x 5/8 In. (152 x 16 mm) Cutting Edge and 5/8 in. (16mm) Hardware	1	\$1,125.00
2220	Wear Inserts w/o Clutch	1	In Base Price
	Recommended for Higher Circle Torque.		
6510	Base Hydraulics - 4 Function Controls	1	In Base Price
	Requires code 1010. Base Functions: Rear Steer, Circle Side shift, Wheel Lean & RH Blade Lift w/ Float.		
6620	Base Hydraulics w/ 1 Auxiliary Function Control	1	\$1,215.00
	Requires code 1010. Base Functions plus 1 function w/float control for Ripper or auxiliary application. For Use with Rear Ripper/Scarifier Combination.		
6710	Front Push Block	1	\$3,326.00
6810	Rear Mounted Ripper/Scarifier Combination with Rear Hitch and Pin	1	\$14,784.00
	Includes Rear mounted Ripper/Scarifier with rear hitch and pin. NeverGrease Pin Joints. Three 2 x 5 in. Ripper Shanks w/teeth. Can not be used with codes 6550, 6560 or 6610.		
4620	17.5 R 25 Inch G3/L3 Single Star Radial Tires	1	\$8,047.00
	Radial Tires: Recommended for puncture resistance, fuel economy and increased traction. Maximum per tire load 8048 lbs. Tire Brands are subject to availability for Michelin , Bridgestone and General.		
7520	(2) Group 4D Batteries	1	In Base Price
	1400 CCA, 440 reserve minutes each. Recommended for temperatures below 32 degrees F (0 degrees C).		
	Optional Items:		
9120	Front Window Movable Sun Visor	1	\$125.00
9180	AM/FM/WB Radio with CD Player	1	\$817.00
9290	Flip Down Cab Beacon Bracket (RH)	1	\$131.00
	For single Beacon on cab		
9210	Decelerator	1	\$197.00
9430	(9) Extra Scarifier Shanks w/Teeth For Rear Ripper/Scarifier	1	\$1,205.00
	Requires Code 6810 Ripper/Scarifier.		
9003	14 x 25 Inch Multi-Piece Wheel Rims	1	\$1,474.00
	Requires Code 4510,4620,4610 or 4630 Tires in lieu of 1 piece rims.		

Configuration Total:

\$295,930.00

AI-18035

21.D.3.

**Requesting Approval of Invoices submitted by L & G Consulting Engineers
CC REGULAR**

Date: 10/20/2009

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

Acceptance and approval of invoices submitted by L & G Consulting Engineers, Inc., project engineer for the following:

- a. Invoice #11323190 - \$141,207.60 for project: "FM 681 from FM 2221 to SH 107"C-09-192-06-08;
- b. Invoice #11323191 - \$67,666.40 for project: "FM 681 from FM 2221/FM492: FM 681 to FM 364"C-09-192A-06-08;
- c. Invoice #11323192 - \$20,325.00 for project: "La Homa" C-08-031-02-12

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1315-431-00-123-070-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

For Invoice No. 11323190: Available funds in P.O. #625224 as of 10/16/09 is \$1,503,537.60.

FISCAL YEAR: 2009

ACCT. #: 9-1315-431-00-123-071-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

For Invoice No. 11323191: Available funds in P.O. #625225 as of 10/16/09 is \$767,217.20.

FISCAL YEAR: 2009

ACCT. #: 9-1336-431-00-123-045-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

For Invoice No. 11323192: Obj. Code 731 Available funds in P.O. #600650 as of 10/16/09 is \$163,230.00.

Attachments

Link: [Invoices](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/16/2009 10:33 AM	APRV
2	Budget & Management	Erika Zamora	10/16/2009 11:18 AM	APRV
3	Perla Lopez	Perla Lopez	10/16/2009 02:56 PM	APRV
4	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Rocio Villarreal

Started On: 10/14/2009 04:09 PM

Final Approval Date: 10/16/2009

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323192
INVOICE DATE: 09/30/09

128644
600650

BILL TO: 08

Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 080301

La Homa

P.O. Box 607
Mission, TX 78572

Contract# C-08-031-02-12
PO# 600650

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of September 2009.						
11006-Dsgn Schematic	157,500.00	157,500.00		157,500.00	100.0	
12002-EA Reports	55,000.00	41,250.00		41,250.00	75.0	13,750.00
12003-Public Invt	25,000.00	25,000.00		25,000.00	100.0	
12020-EA, Report/Sub	20,000.00	20,000.00		20,000.00	100.0	
13001-Prelim ROW	10,000.00	9,000.00		9,000.00	90.0	1,000.00
13010-Prelim ROW/Sub	10,000.00	9,000.00		9,000.00	90.0	1,000.00
15001-Design Srvy	26,000.00	23,400.00		23,400.00	90.0	2,600.00
15010-Desgn Srvy/Sub	40,000.00	36,000.00		36,000.00	90.0	4,000.00
15020-Rdwy Dgn/Sub	4,150.00	4,150.00		4,150.00	100.0	
16001-Rdwy Design	267,350.00	226,800.00		226,800.00	84.8	40,550.00
16101-Drainage	116,000.00	107,100.00		107,100.00	92.3	8,900.00
16207-Sgn,Pvmt.Markg	24,200.00	20,570.00		20,570.00	85.0	3,630.00
16250-Iso Signal/Sub	52,000.00		15,600.00	15,600.00	30.0	36,400.00
16260-Sign Warr/Sub	5,800.00	5,800.00		5,800.00	100.0	
16302-Traf Cntrl Pln	75,600.00	64,260.00		64,260.00	85.0	11,340.00
16304-Irrigation	31,500.00	25,200.00	1,575.00	26,775.00	85.0	4,725.00
16306-Qty Specs	18,900.00	16,065.00		16,065.00	85.0	2,835.00
16307-Utilities	63,000.00	50,400.00	3,150.00	53,550.00	85.0	9,450.00
16400-Contract Mgmt	31,500.00	26,775.00		26,775.00	85.0	4,725.00
TOTALS:	1,033,500.00	868,270.00	20,325.00	888,595.00	86.0	144,905.00

ORIGINAL CONTRACT SUM \$ 1,033,500.00
CHANGE BY CHANGE ORDER \$ 0.00
CONTRACT SUM TO DATE \$ 1,033,500.00
TOTAL COMPLETED TO DATE \$ 888,595.00
LESS PREVIOUS INVOICES \$ 868,270.00

PROJECT MANAGER'S SIGNATURE

CURRENT PAYMENT DUE \$ 20,325.00

INVOICE RECEIVED BY

7/19/09 ON 10/5/09

GOODS/SERVICES RECEIVED BY

Con-Files ON 9/30/09

9-1336-431-00-123-045-0-733

ms

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323191
INVOICE DATE: 09/30/09

BILL TO: 08

Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090502

FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of September 2009.						
13020-ROW Map/Sub	99,200.00	39,680.00	34,720.00	74,400.00	75.0	24,800.00
15001-Surv.Plans&Des	16,611.68				0.0	16,611.68
15010-Field Srvy/Sub	30,940.00	9,282.00	18,564.00	27,846.00	90.0	3,094.00
15050-Outfall Sy/Sub	7,154.00	2,146.20	4,292.40	6,438.60	90.0	715.40
16001-Rdwy Design	126,800.00	25,360.00	6,340.00	31,700.00	25.0	95,100.00
16102-Hydraulic Dsgn	20,000.00	3,000.00		3,000.00	15.0	17,000.00
16104-Outfall Dsgn	20,000.00	3,000.00		3,000.00	15.0	17,000.00
16201-Signing	10,000.00				0.0	10,000.00
16202-Pvmt Marking	8,000.00				0.0	8,000.00
16230-Signal/Int Sub	38,490.57				0.0	38,490.57
16302-Traf Cntrl Pln	15,000.00	11,250.00	750.00	12,000.00	80.0	3,000.00
16304-Irrigation	15,000.00	3,750.00	1,500.00	5,250.00	35.0	9,750.00
16306-Qty Specs	15,000.00	3,000.00		3,000.00	20.0	12,000.00
16307-Utilities	15,000.00	7,500.00	1,500.00	9,000.00	60.0	6,000.00
32001-Const. Mgnmt	14,433.96				0.0	14,433.96
60000-Row Acq. Admin	131,672.17				0.0	131,672.17
60100-Title Services	19,200.00				0.0	19,200.00
60200-Appraisal Srv	22,400.00				0.0	22,400.00
60220-Appr Svc/Sub	64,000.00				0.0	64,000.00
60300-Appraisal Rvw	13,600.00				0.0	13,600.00
60330-Appr Rev/Sub	12,000.00				0.0	12,000.00
60400-Parcel Negtion	112,000.00				0.0	112,000.00
60500-Clsng Srvs Fee	6,400.00				0.0	6,400.00
60600-Relocation Srv	24,000.00				0.0	24,000.00
60700-Land	18,283.02				0.0	18,283.02
TOTALS:	875,185.40	107,968.20	67,666.40	175,634.60	20.1	699,550.80

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323191
INVOICE DATE: 09/30/09
PAGE: 2

156,846
625,225

BILL TO: 08

Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090502

FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
						ORIGINAL CONTRACT SUM \$ 875,185.40
						CHANGE BY CHANGE ORDER \$ 0.00
						CONTRACT SUM TO DATE \$ 875,185.40
						TOTAL COMPLETED TO DATE \$ 175,634.60
						LESS PREVIOUS INVOICES \$ 107,968.20
						CURRENT PAYMENT DUE \$ 67,666.40


PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY

MAC ON 4/5/10

GOODS/SERVICES RECEIVED BY

Com Plus ON 9/2/09

9-1315-431-00-123-071-0-841

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323190
INVOICE DATE: 09/30/09

BILL TO: 08

Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501

FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of September 2009.						
13002-ROW Map	6,200.00	3,100.00	1,240.00	4,340.00	70.0	1,860.00
13020-ROW Map/Sub	158,100.00	63,240.00	55,335.00	118,575.00	75.0	39,525.00
15001-Surv, Plans&Des	677.32				0.0	677.32
15010-Field Srvy/Sub	65,748.00	19,724.40	39,448.80	59,173.20	90.0	6,574.80
15050-Outfall Sy Sub	15,204.00	4,561.20	9,122.40	13,683.60	90.0	1,520.40
15060-Outfall Sy Sub	34,218.00	10,265.40	10,265.40	20,530.80	60.0	13,687.20
16001-Rdwy Design	365,920.00	73,184.00	18,296.00	91,480.00	25.0	274,440.00
16102-Hydraulic Dsgn	40,000.00	6,000.00		6,000.00	15.0	34,000.00
16104-Outfall Dsgn	40,000.00	6,000.00		6,000.00	15.0	34,000.00
16201-Signing	20,000.00				0.0	20,000.00
16202-Pvmt Marking	16,000.00				0.0	16,000.00
16230- Signal/Illum	81,509.43				0.0	81,509.43
16302-Traf Cntrl Pln	30,000.00	22,500.00	1,500.00	24,000.00	80.0	6,000.00
16304-Irrigation	30,000.00	7,500.00	3,000.00	10,500.00	35.0	19,500.00
16306-Qty Specs	30,000.00	6,000.00		6,000.00	20.0	24,000.00
16307-Utilities	30,000.00	15,000.00	3,000.00	18,000.00	60.0	12,000.00
32001-Const. Mgrmt	30,566.04				0.0	30,566.04
60000-Row Acq. Admin	246,352.83				0.0	246,352.83
60100-Title Services	31,800.00				0.0	31,800.00
60200-Appraisal Srv	37,100.00				0.0	37,100.00
60220-Appr Svc/Sub	106,000.00				0.0	106,000.00
60300-Appraisal Rvw	22,525.00				0.0	22,525.00
60330-Appr Rev/Sub	19,875.00				0.0	19,875.00
60400-Parcel Negtion	185,500.00				0.0	185,500.00
60500-Clsng Srvs Fee	10,600.00				0.0	10,600.00
60600-Relocation Srv	48,000.00				0.0	48,000.00
60700-Land	38,716.98				0.0	38,716.98
TOTALS:	1,740,612.60	237,075.00	141,207.60	378,282.60	21.7	1,362,330.00

Handwritten signature

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323190
INVOICE DATE: 09/30/09
PAGE: 2

156841
625224

BILL TO: 08

Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501

FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

<u>DESCRIPTION</u>	<u>CONTRACT</u>	<u>PREVIOUS APPLICATIONS</u>	<u>CURRENT COMPLETED</u>	<u>TOTAL COMPLETED</u>	<u>% COMPL</u>	<u>BALANCE TO FINISH</u>
			ORIGINAL CONTRACT SUM		\$	1,740,612.60
			CHANGE BY CHANGE ORDER		\$	0.00
			CONTRACT SUM TO DATE		\$	1,740,612.60
			TOTAL COMPLETED TO DATE		\$	378,282.60
			LESS PREVIOUS INVOICES		\$	237,075.00
 <u>PROJECT MANAGER'S SIGNATURE</u>			CURRENT PAYMENT DUE		\$	141,207.60


PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
TRC ON 10/5/09
GOODS/SERVICES RECEIVED BY
Lin Flores ON 9/30/09
9-1315-431-00-123-070-0-841

AI-17995

21.E.1.

**San Carlos Drainage Improvement Project/Title Company Related Services
CC REGULAR**

Date: 10/20/2009

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Submitted For: Nielda Cavazos

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 4

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service for title companies related services;

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of Title Companies in connection with professional Title Company Related Services required for Precinct No 4 Projects;

1st. _____; 2nd. _____; 3rd. _____;

c. Authority for the Purchasing Department to negotiate a professional Title Services Contract with the No.1 ranked firm of _____ for the provision of Title Company Related Services for Precinct No 4 Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Services are on an As Needed Basis and funds will be appropriated as Work Authorizations are issued.

Attachments

Link: GRID

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	10/15/2009 08:52 AM	APRV
2	Budget & Management	Erika Zamora	10/15/2009 09:07 AM	APRV
3	Manuel Chapa	Manuel Chapa	10/16/2009 03:04 PM	APRV
4	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Nielda Cavazos

Started On: 10/13/2009 01:33
PM

Final Approval Date: 10/16/2009

HIDALGO COUNTY PRECINCT NO 4
FOR
Professional Title Companies
Trenton Drainage and part of San Carlos
Drainage Improvements Project

GRID

	Title Companies		
	Valley Land & Title	Edwards Abstract & Title Company	Sierra Title of Hidalgo County
Evaluator No 1	95	93	86
Total Scores	95	93	86
RANKING by Commissioner's Court			

* Evaluation completed by Precinct No 4 Staff

Commissioners Court agenda: October 20, 2009

AI-18066

21.F.1.

**Title Company Related Services
CC REGULAR**

Date: 10/20/2009
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Nielda Cavazos
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** HIDTA

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service for Title Company Related Services;

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of Title Companies in connection with professional Title Company Related Services required for Hidalgo County (HIDTA) Task Force;

1st. _____; 2nd. _____; 3rd. _____;

c. Authority for the Purchasing Department to negotiate a professional Title Company Related Services Contract with the No.1 ranked firm of _____ for the provision of Title Company Related Services for Hidalgo County (HIDTA) Task Force.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1252-412-00-270-012-0-890
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance of \$13,063.00 as of 10/16/09.

Attachments

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	10/16/2009 11:44 AM	APRV
2	Budget & Management	Erika Zamora	10/16/2009 01:05 PM	APRV
3	Sylvia Solis	Sylvia Solis	10/16/2009 02:33 PM	APRV
4	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Nielda Cavazos

Started On: 10/15/2009 04:13
PM

Final Approval Date: 10/16/2009

**HIDALGO COUNTY
(HIDTA) Task Force**

**Scoring & Evaluation
GRID**

Title Company			
	Sierra Title	Valley Land Title	Edwards Abstract
Scores	40	90	50
RANKING			

*SCORING & EVALUATION COMPLETED BY (HIDTA)

AI-18051

21.G.1.

ACS GOVERNMENT SYSTEMS INC. (C-08-302-01-06)

CC REGULAR

Date: 10/20/2009

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: District Clerk

Information

CAPTION

Acceptance and approval of proposal submitted by current awarded vendor "ACS Government Systems, Inc. (C-08-302-01-06) for an "ACS Juror-InfoScan Module" and as part of the original response submitted by vendor as an optional feature if required in connection with the "Purchase Of New Jury Software" Project in an amount not to exceed as follows:

ACS InfoScan Imaging Solution (1st) year cost: \$32,762.00

ACS InfoScan Documents-\$6,060.00

Total Cost: \$38,822.00

BACKGROUND

Travel costs not included and will be billed as incurred (vendor is required to follow Hidalgo County's Travel Policies) as stipulated in the request for their "Best And Final Offer" of Exhibit B-Bid Page of the contract.

The ACS Juror InfoScan Module's cost was not included with original proposal but was included as an optional feature in case it was determined throughout their service that this would indeed be a necessity.

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-412-00-090-001-0-336

FUNDS AVAILABLE Y/N?: N/Pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

At this time, the department will be purchasing only the 1st proposal - ACS InfoScan Imaging Solution, in the amount of \$32,762.00 due to unsufficient funds. The 2nd proposal in the amount of \$6,060.00, for the purchase of ACS InforScan Documents will be procured in 2010.

Amount available for req #164404, \$27,544.77 for ACS as of 10/16/09. Additional funding pending intradepartmental transfer, refer to AI-18086.

Attachments

Link: Contract Documentation

Link: [Original Optional Feature](#)

Link: [Proposal Documentation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/16/2009 11:03 AM	APRV
2	Budget & Management	Erika Zamora	10/16/2009 11:20 AM	APRV
3	Sylvia Solis	Sylvia Solis	10/16/2009 04:23 PM	APRV
4	Auditor's Office		10/16/2009 05:02 PM	NEW
Form Started By: Vangie Garcia			Started On: 10/15/2009 11:40 AM	
Final Approval Date: 10/16/2009				

REQUIREMENTS AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as of **January 6, 2009** by and between **ACS Government Systems, Inc.** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County District Clerk's Office "[**Purchase of New Jury Software**]", as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products and Warranty") for a period of one year with the County's option to renew one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best proposal 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 and/or license from Seller, and Seller agrees to sell and/or license to Buyer, all of the Products that Buyer may require for use by Buyer in "**Purchase of New Jury Software (the "Jury Software")**" in the areas of **HIDALGO COUNTY DISTRICT CLERK'S OFFICE** projects for a period of one year with the County's option to renew for one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. To the extent of any conflict between the terms of the Agreement and any other agreements offered or required by Seller for Buyer to license and/or purchase the Jury Software, the terms of Agreement shall control.

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 contractor to the location(s) in Hidalgo County specified by Buyer in its Purchase Order.

3. Contractor agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. Seller shall license to Buyer the rights to utilize the Jury Software by separate

document(s). The terms of this Requirements Agreement, shall control over any conflicting terms of the Jury Software license agreements.

6. 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: **ACS Government Systems, Inc.**
Attn: Paul J. Ruddy, Vice-President
1733 Harrodsburg Road, Ste. 100
Lexington, KY. 40504

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

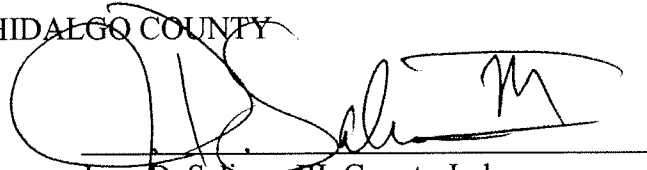
officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory 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, 1-6, 2009.

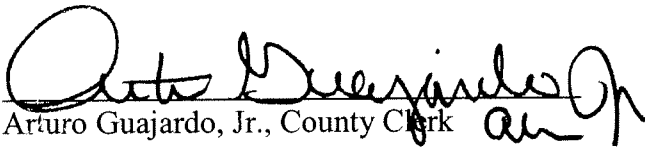
HIDALGO COUNTY



Juan D. Salinas, III, County Judge

Date: _____

ATTEST:



Arturo Guajardo, Jr., County Clerk

Date: _____

Company: ACS Government Systems Inc.

By: [Signature]

Printed Name: Paul J. Ruddy

Title: VP of operations

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

By: [Signature]
Stephen L. Crain

Date: 2-2-09

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
DISTRICT CLERK'S OFFICE

REQUEST FOR PROPOSAL

“PURCHASE OF NEW JURY SOFTWARE”

RFP NO: 2008-302-11-19-otm

HIDALGO COUNTY DISTRICT CLERK'S OFFICE
REQUEST FOR PROPOSAL
"PURCHASE OF NEW JURY SOFTWARE"
RFP NO: 2008-302-11-19-otm

Overview:

The County of Hidalgo is seeking to engage Proposer's to furnish a New Jury Software. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"Purchase of New Jury Software"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, November 19, 2008. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2008-302-11-19-OTM

<u>US Postal Mail Address:</u>	<u>Physical Address:</u>
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

<u>US Postal Mail Address:</u>	<u>Physical Address:</u>
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, November 12, 2008, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, November 14, 2008. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:

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

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

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

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

SUBMITTER DEFAULT:

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

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

HAND DELIVERED PROPOSALS:

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

SIGNING OF PROPOSALS:

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

WAIVING OF INFORMALITIES:

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

SUBCONTRACTING:

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

DURATION OF CONTRACT: The initial term of the contract shall be for **One Year**, with the County's option for an additional **One Year** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under **Scope of Services** (Maintenance & Support Agreement) in **Exhibit "A"**.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

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

PROPOSER'S QUALIFICATIONS:

Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:

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

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain any/all licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES

JURY SOFTWARE SPECIFICATIONS FEATURES AND FUNCTIONALITY- the following provides hardware and configuration recommendations for the New Proposed System.

Adaptable to Court's Environment. The system allows the local administrator(s) to define and maintain:

- Users' access rights
- All local court information
- Summons and Service schedules
- Service end and schedule change parameter including desired juror notices
- Payroll policy parameters, fee codes and processing preferences

Process juror source lists:

- Eliminate duplicates among multiple source lists
- Generate and process a suppression file of jurors previously marked for exclusion such as deceased, recently served or other local set criteria
- Random selection at all stages of processing

Produce summons:

- Users define jury reporting parameters and summons criteria
- Jurors may be summoned from specified areas of the local jurisdiction to serve in limited jurisdiction court
- Summons processing can be done in-house or through an outside vendor

Manage group of jurors:

- Jurors can be moved in (locally defined) groups to new dates and/or new locations
- Jurors can be service ended in define groups

Process 1-step and 2-step questionnaires :

- Scanning capability allows rapid processing of juror information
- Data capture and demographic reporting is defined and developed per local requirements from questionnaires

Maintain juror information:

- Juror activity details and history records display
- Manually adding jurors possible
- Efficient search capability
- Rapid updating and easy transactions for information processing

- **Barcode scanning capabilities throughout juror information processing**
- **System tracks and reports juror service and yield statistics**

Record juror service and compute pay:

- **Multiple methods of recording attendance**
- **Attendance credits jurors with pay automatically as defined by local pay rates, waivers and pay policies**
- **Supplemental pay capability for child-care or other miscellaneous fees**
- **Ability to produce service certificates or employer verifications**

Record basic case information and form jury panels:

- **Allows input of Case Identifier and basic information**
- **Randomly selects jurors onto the cases and automatically produces reports by local preferences**
- **Through local policy, users may use special selection criteria for panel development if desired such as “pre-screening” the jury pool for time or case conflicts**
- **Anonymous juror case reports available, seating charts or other courtroom documents as needed**

Capturing of juror related statistics:

- **Fully integrated database report generation tool to provide standardize statistical reports and/or custom reports development as needed**

Automated payroll capabilities:

- **Payroll may be run at any time**
- **Pay information can be designed for processing checks, cash or electronic interface for outside agencies**
- **Provides various hard copy reports**

Optional features using advanced technologies:

- **Imaging Solution**
- **Web Solution**
- **Voice Solution**
- **Checks**
- **JuryPop**
- **Access**
- **ARM**

Other Technical Requirements:

- **Must be compatible with county network to run New Proposed Jury System and obtain production worthy responsiveness**

- Provisions must be made for daily backup of the New Proposed Jury System Data and Software
- Remote access to the New Proposed Jury System is required for support purposes in all environments
- Technical staff must be made available for project coordination, installation and access development on a 24/7 basis, 24 hours a day, seven days a week
- Provides all network and hardware updates and software enhancements, including new releases and upgrades at no additional cost
- Documentation updates to support enhancements
- Correction of software malfunctions
- Performs an on-site evaluation of the Customer's jury management operation and reports on potential improvements, cost savings and procedural changes
- Performs data services to include data conversions to the satisfaction of the county
- Must provide secure web option to allow jurors to access view and fill out electronic summons using the internet

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, November 19, 2008.**

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

<u>US Postal Mail Address:</u>	<u>Physical Address:</u>
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

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.

SECTION III – SELECTION/EVALUATION/RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

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

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **Understanding the Services/Methodology.** Company must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo. **25 points**
2. **Ability to commit to all Services Required.** Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. **30 points**
3. **Ease of Support System & Response Time.** Ease of communicating with company’s support system and the company’s ability to have trained response team/person at service site. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately. **20 points**
4. **Cost Fees and Warranty.** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour. **25 points**

Total 100 Points

B. RANKING OF PROPOSALS:

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

C. NEGOTIATION PROCESS:

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

EXHIBIT “B”
PAYMENT SCHEDULE
(Including Best And Final Offer)



expertise in action™

7 Fee Schedule

FROM RFP SECTION II, RFP REQUIREMENTS:

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

Response:

ACS Juror Management System

ACS Juror Core System	Price
<i>ACS Juror Management System</i>	
License Fee ¹ (unlimited users)	\$37,000
<i>Implementation Services – Core System</i>	
Professional Services ² Installation ³ ACS Juror Management Application Training (Maximum 15 Participants) ⁴ Post-Implementation Supervision Project Management ⁵ Conversion ⁶ Forms and Letters – Assist with Custom Design ⁷	\$17,500
<i>Product Support & Enhancement Program</i>	
Annual Cost ⁸	\$7,400
TOTAL	\$61,900

Notes and Assumptions:

- ¹ The price reflects the license fee for the ACS Juror software. The object code and one set of documentation are provided upon licensing the software at no additional cost.
- ² The price reflects professional services for the proposed software. Please note that pricing is based on ACS' standard centralized server approach and assumes that all courts will be installed at the same time. All ACS travel costs will be billed as incurred.
- ³ Database Installation will be on one database, on one server, at one site.

Notes and Assumptions (continued):

- ⁴ Training is based on a class not to exceed 15 students per class, with the costs for one (1) session included in this proposal. If additional classes are required, the training costs will be adjusted accordingly. ACS can provide additional training sessions at our then-current rate.
- ⁵ ACS will provide up to 40 hours of project management time during the ACS Juror implementation, according to the finalized project plan. Additional services may be contracted through the Issue/Change Control Process (used by ACS) at ACS' then-current rate.
- ⁶ ACS will provide merge/purge services from the legacy system capturing the previous date of summons only.
- ⁷ ACS will tailor the letters that will be issued through the ACS Juror system based on Hidalgo County requirements.
- ⁸ ACS Product Support & Enhancement Program Agreements are required for a minimum of three years for the ACS Juror Management System, beginning upon contract execution. To further enhance our commitment to our clients, 24-hour-a-day support from the ACS Hotline is available. The price reflects the annual ACS Product Support & Enhancement Program costs. These prices will increase five (5) percent per year. ACS Product Support & Enhancement Program costs are billed annually at the beginning of the contract year and are not included in the license fees.

ACS eJuror System

ACS eJuror System	Price
<i>ACS eJuror Web Solution</i>	
ACS eJuror License Fee	\$19,500
<i>Implementation Services – Core System</i>	
Professional Services (up to 80 hours)	\$6,500
Customization (design and tailor user interface look and feel)	
<i>Product Support & Enhancement Program</i>	
Annual Cost	\$3,900
TOTAL	\$29,900



PURCHASING DEPARTMENT

County Of Hidalgo

MEMORANDUM

(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Charles P. Byers, Director-Juror Solutions
ACS Government Systems, Inc.

From: Olga T. Montero, Buyer II for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: December 10, 2008

Re: Best and Final Offer -RFP NO: 2008-302-11-19-OTM
Hidalgo County District Clerk's Office-"Purchase of New Jury Software"

Pursuant to "Friday's Conference Call Meeting-December 10, 2008", a discussion was held regarding any concerns and/or questions in connection with the above-referenced project. Hidalgo County District Clerk, Ms. Laura Hinojosa discussed what the project and services entailed. Please review discussed and approved details as follows:

- a) The term of contract shall be for one year, with the County's option for an additional one (1) year extension based on prior's year performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under Scope of Services (Maintenance and Support Agreement) in Exhibit "A".
- b) ACS will update the Acord (Certificate of Insurance) and email to evangelina.garcia@co.hidalgo.tx.us. Insurance provided in proposal has expired since 12/01/08.
- c) Hidalgo County is proposing that all travel related would be in accordance with policies, procedures and guidelines that Hidalgo County Commissioners' Court has adopted and approved for its employees and will pay no more than what Commissioners' Court permits. (Please refer to attachment).

Your original proposal is at \$61,900 (ACS Juror Core System) & \$29,900 (ACS eJuror System): Totaling: \$91,800 plus 5% per year maintenance cost and at this time Hidalgo County is requesting for consideration a "Best and Final Offer" as discussed and agreed by both parties for the proposed scope of work and services for the above-referenced project.

We request that you submit a proposed your "Best And Final Offer" by 3:00 p.m., Monday, December 15, 2008 or sooner, in order to proceed forward.

If you have any questions, please call me at (956) 292-7000-Extension 4859. Thank you.

Best and Final Offer \$ see attachment

Signed: Spencer Parrott

Title: Vice President, Justice Practice

Printed Name: Spencer Parrott



expertise in action™

December 15, 2008

Ms. Olga T. Montero
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor, Adm. Bldg.
Edinburg, Texas 78539

RE: RFP #2008-302-11-19-OTM for Purchase of New Jury Software, Best and Final Offer

Dear Ms. Montero:

ACS is pleased to be considered for formal recommendation regarding this solicitation and is eager to begin formal contract negotiations. ACS is in receipt of the memorandum dated December 10, 2008.

- a) ACS is agreeable to a one-year contract, with an option to renew for one additional year based upon prior year's performance, evaluation, and contingent upon cost remaining unchanged. ACS is also agreeable to an option to allow the county the right to continue the one-year contract an additional 60 days at the end of the contract term for unforeseen delays in awarding the next term. ACS is unclear what additional requirements are suggested for inclusion in the contract, however, we are confident that, through good faith negotiations, we will be able to address all underlying concerns, while satisfying the needs of the county.
- b) ACS will provide an updated Acord certificate of insurance prior to contract execution.
- c) ACS agrees that all billable ACS travel will be in accordance with policies, procedures and guidelines that Hidalgo County Commissioners' Court has adopted and approved for its employees. ACS further agrees to make use of conference calls and other technologies to limit required travel as much as possible.

There may be some confusion in regards to ACS' proposed pricing. For the avoidance of doubt, the following example is provided (all costs in this example are exclusive of travel):

Proposed year one costs = \$91,800, which includes the license fees for the ACS Juror Management System (\$37,000), the license fees for the ACS eJuror module (\$19,500), the services proposed to tailor and implement the systems (\$17,500 plus \$6500, respectively), and the first-year maintenance costs (\$7400 plus \$3900, respectively).

Proposed year two costs = \$11,865, which includes the second-year maintenance costs (\$7770, which is a 5% escalation of \$7400, plus \$4095, which is a 5% escalation of \$3900).

Total proposed two-year costs, assuming contract option to renew is exercised = \$103,665.

In response to your request for our Best and Final Offer, ACS agrees to refrain from escalating maintenance costs in year-two, allowing them to remain at year-one levels (\$7400 plus \$3900) bringing year two costs to \$11,300, and bringing total two-year costs, assuming contract option to renew is exercised to \$103,100. ACS further agrees to negotiate payment milestones in a way that allows year-one costs to span 2008 and 2009.



SOFTWARE LICENSE AGREEMENT

ACS GOVERNMENT SYSTEMS, INC.
1733 Harrodsburg Road
Lexington, KY 40504-3617
FAX Number (859) 277-2300
("ACS")

And

Hidalgo County, Texas

("Licensee")

THIS AGREEMENT is made between ACS and Licensee as of the Effective Date. The parties agree as follows:

1. Definitions.

"Baseline" means the general release version of a Component System as updated to the particular time in question through both ACS' warranty services and ACS' Product Support & Enhancement Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code (if provided), Object Code and all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means non-public information of a party to this Agreement. Confidential Information of ACS includes the Licensed Software, all software provided with the Licensed Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Licensed Software and any software provided with the Licensed Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third

party without restriction on disclosure and without breach of a non-disclosure obligation.

"Delivery Address" means the Licensee shipping address set forth in Exhibit 1 as the Delivery Address.

"Delivery Date" means the date on which ACS ships the Component System(s) to the Delivery Address F.O.B. Lexington, Kentucky.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Documented Defect" means a material deviation between the Baseline Component System and its documentation, for which Documented Defect ACS has confirmed that Licensee has given ACS enough information for ACS to replicate the deviation on a computer configuration which is both comparable to the Equipment and is under ACS' control.

"Effective Date" means the date identified on the signature page of this Agreement as the Effective Date.

"Equipment" means the hardware and systems software configuration identified in Exhibit 1 as the Equipment.

“Exhibit 1” means, collectively: (i) The schedule attached to this Agreement which is marked as “Exhibit 1,” including all attached Software Supplements; and (ii) any schedule also marked as “Exhibit 1” (also including any attached Software Supplements) that is attached to any amendment to this Agreement.

“Intellectual Property Rights” means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

“Licensed Software” means the Component Systems listed in Exhibit 1.

“Licensee Employees” means: (i) Licensee’s employees with a need to know; and (ii) third party consultants engaged by Licensee who have a need to know, who have been pre-approved by ACS, and who, prior to obtaining access to the Licensed Software, have executed an ACS-approved non-disclosure agreement.

“Object Code” means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

“Recipient” means the party receiving Confidential Information of the Discloser.

“Software Supplement” means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

“Source Code” means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

2. Right to Grant License and Ownership. ACS has the right to grant Licensee this license to use the Licensed Software. Except as otherwise indicated in a Software Supplement, ACS owns the Licensed Software.

3. License. Subject to the terms and conditions of this Agreement, ACS grants Licensee a perpetual, non-exclusive, non-transferable license to use and copy for use the Licensed Software on the Equipment within the United States of America for Licensee’s own, non-

commercial computing operations. The computer readable media containing Source Code and Object Code for the Licensed Software may also contain Source Code and Object Code for Component Systems for which Licensee is not granted a license for use. Licensee may not make any use of any Source Code and/or Object Code for any such Component Systems for which Licensee is not expressly obtaining a license for use under this Agreement. Any rights not expressly granted in this Agreement are expressly reserved.

(a) Source Code. Licensee shall have no right to access, copy or otherwise use the Source Code for any Component System of the Licensed Software.

(b) Object Code. Licensee has right to use the Licensed Software in Object Code form. Licensee also has the right to use the Licensed Software in Object Code form temporarily on another ACS-supported configuration, for disaster recovery of Licensee’s computer operations.

(c) Documentation. Except as otherwise provided for in the applicable Software Supplement, Licensee can make a reasonable number of copies of the documentation for each Component System for its use in accordance with the terms of this Agreement.

(d) Restrictions on Use of the Licensed Software. Licensee is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Licensed Software. Licensee is prohibited from using the Licensed Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Licensee will not allow the Licensed Software to be used by, or disclose all or any part of the Licensed Software to, any person except Licensee Employees. Without limiting the foregoing, Licensee is permitted to allow use of the input and/or output sensory displays of or from the Licensed Software by third parties on a strict “need to know” basis, and such use shall not be deemed a non-permitted disclosure of the Licensed Software. Licensee will not allow the Licensed Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining ACS’ prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

(e) Intellectual Property Rights Notices. Licensee is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that ACS otherwise provides with the Licensed Software. Licensee must reproduce the unaltered

Intellectual Property Rights notice(s) in any full or partial copies that Licensee makes of the Licensed Software.

4. Available Services. ACS will provide Licensee with services under a separate Software Services Agreement.

5. Delivery. Except as otherwise provided in Exhibit 1, ACS will deliver all Component Systems to Licensee at the Delivery Address within thirty (30) days after the Effective Date.

6. Payment and Taxes.

(a) Payment. Licensee will pay ACS as provided for in Exhibit 1. Licensee will also reimburse ACS for actual travel and living expenses that ACS incurs in providing Licensee with services under this Agreement, with reimbursement to be on an as-incurred basis. ACS will use reasonable efforts to limit travel and living expenses by using coach air fare, booked in advance when available, staying at hotels identified in advance by Licensee as offering Licensee's contractors a discounted rate, and sharing rental cars. Licensee will also reimburse ACS for all charges incurred in connection with accessing Equipment. Reimbursement is subject to any statutory reimbursement limitations imposed on Licensee contractors, and Licensee will provide ACS with a copy of such limitations before ACS incurs expenses. Licensee will pay each ACS invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Wells Fargo Bank, Dallas, Texas, plus three percent (3%); and (ii) the highest rate permitted by applicable law.

(b) Taxes. Licensee is responsible for paying all taxes (except for taxes based on ACS' net income or capital stock) relating to this Agreement, the Licensed Software, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Licensee is exempt from the payment of any such taxes, Licensee must provide ACS with a valid tax exemption certificate; otherwise, absent proof of Licensee's direct payment of such tax amounts to the applicable taxing authority, ACS will invoice Licensee for and Licensee will pay to ACS all such tax amounts.

7. Limited Warranty, Disclaimer of Warranty and Election of Remedies.

(a) Limited Software Warranty by ACS and Remedy For Breach. For each Component System, ACS warrants to Licensee that, for period of twelve

(12) months after the Delivery Date, the Baseline Component System, as used by Licensee on the Equipment for its own, non-commercial computing operations, will operate without Documented Defects. For each Documented Defect, ACS, as soon as reasonably practicable and at its own expense, will provide Licensee with an avoidance procedure for or a correction of the Documented Defect. If, despite its reasonable efforts, ACS is unable to provide Licensee with an avoidance procedure for or a correction of a Documented Defect, then, subject to the limitations set forth in Section 16 of this Agreement, Licensee may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and ACS' sole obligations for breach of this limited warranty are contained in this Section 7(a).

(b) Disclaimer of Warranty. The limited warranty in Section 7(a) is made to Licensee exclusively and is in lieu of all other warranties. **ACS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR THE LICENSED SOFTWARE, IN WHOLE OR IN PART. ACS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. ACS EXPRESSLY DOES NOT WARRANT THAT THE LICENSED SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. LICENSEE WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 7(a) OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

(c) Abrogation of Limited Warranty. The limited warranty in Section 7(a) will be null and void if: (i) anyone (including Licensee) other than ACS modifies the Baseline Component System; or (ii) Licensee does not implement changes that ACS provides to correct or improve the Baseline Component System. If despite any modification of the Component System, ACS can replicate the reported problem in the Baseline Component System as if the problem were a Documented Defect, then ACS will nonetheless provide Licensee with an avoidance procedure for or a correction of that reported problem for use in the Baseline Component System as though the reported problem were a Documented Defect.

(d) FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 7 AND 16 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY LICENSED SOFTWARE OR SERVICE UNDER THIS AGREEMENT.

8. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Licensed Software and any software provided with the Licensed Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Licensee's obligations to maintain both the Licensed Software and any software provided with the Licensed Software as confidential will survive in perpetuity.

9. Indemnity by ACS. ACS will defend, indemnify and hold Licensee harmless from and against any loss, cost and expense that Licensee incurs because of a claim that use of a Baseline Component System infringes any United States copyright of others. ACS' obligations under this indemnification are expressly conditioned on the following: (i) Licensee must promptly notify ACS of any such claim; (ii) Licensee must in writing grant ACS sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Licensee chooses to represent its own interests in any such action, Licensee may do so at its own expense, but such representation must not prejudice ACS' right to control the defense of the claim and negotiate its settlement or compromise); (iii) Licensee must cooperate with ACS to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Component Systems and third party hardware and software specified by ACS in writing as necessary for use with the Licensed Software) from the use or combination of products provided by ACS with items provided by Licensee or others. If any Component System is, or in ACS' opinion is likely to become, the subject of a United States copyright infringement claim, then ACS, at its sole option and expense, will either: (A) obtain for

Licensee the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Licensee the portion of the license fee paid to ACS for the Component System(s) giving rise to the infringement claim, less a charge for use by Licensee based on straight line depreciation assuming a useful life of five (5) years. **THE FOREGOING IS ACS' EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGE-MENT OF INTELLECTUAL PROPERTY RIGHTS.**

10. Term and Termination.

(a) Right of Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to ACS of a suspected Documented Defect will not constitute a notice of termination of this Agreement.

(b) Effect of Termination. Upon termination of this Agreement by either party, Licensee will promptly return to ACS or (at ACS' request) will destroy all copies of the Licensed Software, and will certify to ACS in writing, over the signature of a duly authorized representative of Licensee, that it has done so.

(c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this Agreement.

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile

confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices. Licensee must promptly send copies of any notice of material breach and/or termination of the Agreement to ACS' General Counsel at 1733 Harrodsburg Road, Lexington, KY 40504, FAX number (859) 277-1500, or to such other place as ACS may subsequently designate for its receipt of notices.

12. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

13. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" shall include use of the Licensed Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Licensee, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following shall not be considered "assignments" for purposes of this Agreement: ACS' assignment of this Agreement or of any ACS rights under this Agreement to ACS' successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and ACS' assignment of this Agreement to any person or entity to which ACS transfers any of its rights in the Licensed Software.

14. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

15. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the U.S. state or U.S. territory in which the Delivery Address is physically situated, as applicable to agreements executed and wholly performed therein, but without regard to the choice of law provisions thereof. If any provision of this Agreement is illegal or

unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

16. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF ACS. ACS' LIABILITY IN CONNECTION WITH THE LICENSED SOFTWARE, ANY SERVICES, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEE THAT LICENSEE ACTUALLY PAID TO ACS (OR, IF NO DISCRETE FEE IS IDENTIFIED IN EXHIBIT 1, THE FEE REASONABLY ASCRIBED BY ACS) FOR THE COMPONENT SYSTEM OR SERVICES GIVING RISE TO THE LIABILITY.

(b) EXCLUSION OF DAMAGES. REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL ACS BE LIABLE TO LICENSEE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ACS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. LICENSEE ACKNOWLEDGES THAT ACS HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

17. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Licensee in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

Effective Date: 3-19-2009

By: ACS
Paul J. Ruddy
(Printed Name and Title of Signatory)

By: LICENSEE
Juan D. Salinas, County Judge
(Printed Name and Title of Signatory)



EXHIBIT 1

Licensee: County of Hidalgo
Delivery Address:

EQUIPMENT: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which ACS supports the Licensed Software. Licensee acknowledges that certain Component Systems of the Licensed Software may require specific host or client configurations. Licensee, as soon as reasonably practicable, shall provide a detailed written description of the Equipment so that ACS can confirm that it is a configuration on which ACS supports use of the Licensed Software. ACS will then advise Licensee whether ACS supports or does not support use of the Licensed Software on the proposed configuration. If ACS does not support use of the Licensed Software on the proposed configuration, Licensee must propose a new configuration until ACS does confirm that it supports use of the Licensed Software on the proposed configuration.

NOTICE: To use any of the Licensed Software, Licensee must also obtain, install on the Equipment and maintain ACS-supported versions of certain database software products and certain software/hardware peripherals. By this notice, ACS is advising Licensee that Licensee should consult with its ACS Sales representative to obtain a written listing of such necessary database software products and software/hardware peripherals.

LICENSED SOFTWARE:

LICENSED SOFTWARE:

Component System	Source Code Licensed? (yes/no)	Fee
ACS Juror Management Component Systems:		
ACS Juror	No	\$37,000
ACS eJuror	No	\$19,500
TOTAL LICENSE FEE:		\$56,500

PAYMENT

For each Component System, Licensee will pay ACS the entire applicable license fee by not later than thirty (30) days after the Effective Date. ACS will invoice Licensee for all other services and applicable charges, as ACS renders the services or Licensee incurs the charges, as applicable.

ACS
By: Paul J. Ruddy
Paul J. Ruddy
(Printed Name of Signatory)
Title: VP of Operations

LICENSEE
By: Juan D. Salinas III
Juan D. Salinas III
(Printed Name of Signatory)
Title: County Judge

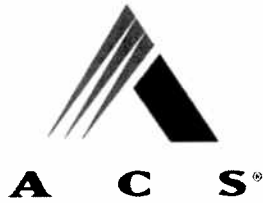


EXHIBIT 2

Licensee: County of Hidalgo, Texas

SCOPE OF SERVICES

ACS will provide the fixed services as described in this Scope of Service, for the Fixed Price Services Fee of \$24,000 ("Fixed Fee"). The Fixed Fee is based on ACS' standard centralized server approach (installed on one database on one server). If a distributed database approach is desired, services costs will also need to be increased accordingly.

SCHEDULING AND CONDITIONS

Licensee understands that specific resources will be assigned to any agreed upon services dates. If Licensee cancels or reschedules the services covered by this Agreement on less than thirty (30) days advance notice from the first scheduled day of ACS's provision of such services, then Licensee will be obligated to pay ACS the full amount of the cancelled services and related travel and living expenses (the "Cancellation Charge"). The Cancellation Charge will be in effect for all services and all travel, living, and reimbursable expenses.

Any changes in this Scope of Services which result in an increase of ACS' obligations under this agreement, will result in an upward adjustment of the Total Services Fee.

SERVICE DESCRIPTIONS	SERVICES FEE
ACS Juror Baseline System Services	
Installation (16 hours)	Included
Application Training (30 hours)	Included
Post Implementation Supervision (24 hours)	Included
Project Management (40 hours)	Included
Data Requirements	
Initial Data Creation (40 hours)	Included
Custom Design/Modifications	
Forms and Letters (24hours)	Included
eJuror Services	
Design and Programming (40 hours)	Included
TOTAL FIXED FEE	\$24,000

(CONTINUED ON FOLLOWING PAGE)

SERVICES DESCRIPTIONS:

1. ACS Juror Component System Installation

Installation will be performed by ACS at one initial Licensee site as follows:

Certain parameters are not under direct Licensee control and must be set or modified by trained ACS staff. Licensee, with guidance from ACS, will choose how these parameters are to be set prior to installation.

- a. Install and configure for use the ACS Juror Management System MS SQL SERVER Version application on each Licensee-designated PC Licensee workstation in production and test environments;
- b. Install and configure for use the ACS Juror Management System data tables on the Licensee-designated data server;
- c. Install newly created source data on Licensee designated data server in the production and test environments;
- d. Install test data on Licensee-designated data server in the test environment; and
- e. Conduct, in cooperation with a designated member of Licensee's IT staff, ACS's standard tests of basic functions of the Baseline ACS Juror Management Component System.

2. Data Requirements

A. Initial Data Creation.

ACS will perform the following activities.

1. Provide an initial source data creation by merging Motor Vehicle and Voter Registration data supplied by Licensee.
2. Merge any applicable suppression files supplied by Licensee, including but not limited to files relating to:
 - a. Existing legacy system records with a date served within Licensee's exemption period;
 - b. Felons;
 - c. Mentally incompetent;
 - d. Permanently disqualified, based upon a unique identifier, to protect that those records marked as previously served will not be selected again within the County exemption period, and that those records marked permanently disqualified will not be selected at all.
3. Purging of any resultant duplicates identified during the merge processes.

The initial creation process is included in the Fixed Fee. Subsequent creations must be contracted for separately.

3. Letter/Form Development

ACS will provide up to 24 hours to assist the Licensee with revising and reformatting the ACS Juror Management System standard summons, questionnaires, letters and certificates to Licensee specifications. It is the responsibility of Licensee to finalize the documents (summons and letters) needed for Licensee's ACS Juror Management System implementation.

4. Application Training

ACS will provide on-site application training for the Licensee-designated project personnel on the ACS Juror Management Component Systems. Class size is a maximum of fifteen (15) participants. Training will be conducted in accordance with the Project Plan.

5. Post Implementation Supervision Services

ACS will provide on-site support by one staff member for the three (3) consecutive days that Licensee jurors attend jury service. The schedule of dates and court locations will be mutually agreed upon by both parties.

6. Project Management

ACS will provide up to 40 hours of project management services, according to the finalized Project Plan. Additional services may be contracted for at ACS's then-current rate.

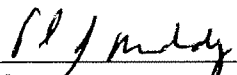
7. eJuror Services

ACS will provide up to 80 hours for design and programming of up to 12 html pages.

SERVICES - SUPPLEMENTAL SERVICES:

Service Description	Estimated Rates*
Database repair and management	\$125/hour
Application customization and programming	\$125/hour
Training	\$125/hour
Post-Implementation Supervision	\$125/hour
Technical application support provided by programming staff	\$125/hour
Source list creation (1 st year included in services pricing)	\$2500/per merge
System upgrade	Included

PAYMENT: Licensee will pay the Services Fixed Fee as follows: Fifty percent (50%) by not later than thirty days after the Effective Date; and the remaining fifty percent (50%) by not later than 30 days after ACS has rendered all Fixed Fee services. ACS will invoice Licensee for all other services and applicable charges, as ACS renders the services or Licensee incurs the charges, as applicable.

ACS
By: 
Paul J. Ruddy
(Printed Name of Signatory)
Title: VP of operations

LICENSEE
By: 
Juan D. Salinas III
(Printed Name of Signatory)
Title: County Judge

EXHIBIT “C”

INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/1/2009 12/18/2008
PRODUCER LOCKTON COMPANIES, LLC-N DALLAS 717 N. HARWOOD, LB#27 DALLAS 75201 214-969-6700	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 1025979 Affiliated Computer Services, Inc. ACS Government Systems, Inc. 2828 N. Haskell Dallas TX 75204	INSURERS AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: Indemnity Insurance Company of North America INSURER C: Lexington Insurance Company INSURER D: INSURER E:	NAIC # 22667 43575 19437

COVERAGES

AFFC001 AJ

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	HDO G23748046	12/1/2008	12/1/2009	EACH OCCURRENCE \$ 1,000,000
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				
		☐ POLICY ☐ PROJECT ☐ LOC				
A		AUTOMOBILE LIABILITY	ISA H08249817	12/1/2008	12/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
		☒ ANY AUTO				BODILY INJURY (Per person) \$ XXXXXXXX
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ XXXXXXXX
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		☐ HIRED AUTOS				
☐ NON-OWNED AUTOS						
		GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX
		☐ ANY AUTO				OTHER THAN EA ACC \$ XXXXXXXX
						AUTO ONLY: AGG \$ XXXXXXXX
		EXCESS/UMBRELLA LIABILITY	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$ XXXXXXXX
						\$ XXXXXXXX
		DEDUCTIBLE ☐ UMBRELLA FORM				\$ XXXXXXXX
		RETENTION \$				\$ XXXXXXXX
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WLR C44355437 (ALL OTHER)	12/1/2008	12/1/2009	☒ WC STATU-TORY LIMITS ☐ OTH-ER
A		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO	WLR C44355486 (AZ, CA)	12/1/2008	12/1/2009	E.L. EACH ACCIDENT \$ 1,000,000
A		If yes, describe under SPECIAL PROVISIONS below	SCF C44355449 (WI)	12/1/2008	12/1/2009	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C		OTHER Employer's Excess Indemnity (TX)	EPIC5356336	12/1/2008	12/1/2009	\$1M per person; \$10M per occ.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Employer's Excess Indemnity coverage provides excess limits over and above the employer's ERISA qualified non-subscriber benefit plan for Texas employees who sustain work related injury or disease. Re: Purchase of New Jury Software - RFP # 2008-302-11-19. Hidalgo County Purchasing Department is included as Additional Insured on GL where required by written contract.

CERTIFICATE HOLDER

3961326

 Hidalgo County Purchasing Department
 Attn: Martha L. Salazar - Purchasing Department
 2812 South 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 REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

6. **Presentation for discussion, consideration and acceptance and approval of the final negotiated contract with Mary Ann Peralez d/b/a Breath Test Services for RFP NO: 2008-447-11-26-VYG-Certified Technical Supervisor For Hidalgo County's Alcohol Breath Test Services.**

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

B. County Judge's Office

1. **Pursuant to Section V of the RFP packet, recommendation by grading committee to require presentations by the two (2) participants so as to complete the grading process and thus proceed to the ranking by Commissioners Court for RFP/Q NO: 2008-409-11-05-VYG-Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County.**

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

C. Pct. 2

1. **Requesting approval of final negotiated contract B141- AIA 1997 Standard Form of Agreement between Owner (Hidalgo County) and Architect (V A Architecture) in connection with the design and construction of New Offices for Hidalgo County Pct. 2 including ancillary support facilities (as approved for negotiation on CC 12/16/08 and reviewed as to form by legal counsel).**

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval subject to legal.

D. Health & Human Services Dept

1. **Approval of Request for Payment No. 2 in the amount of \$5,000.00, and Payment No. 3 (Reimbursable) in the amount of \$1,182.35 from V-A Architecture, contracted architect for "Health Clinic Renovations" for Health and Human Services Dept. C-08-221-05-06.**

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

E. District Clerk

1. **Presentation for discussion, consideration, acceptance and approval of the final negotiated contract (reviewed as to form by legal counsel) including best and final offer (BAFO) with ACS Government Systems, Inc. in a total amount as follows:**

**ACS Juror Core System-\$61 900
ACS eJuror System-\$29,900.00
Total Amount: \$91,800.00**

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval subject to funding.

AI-13135

15.E.1.

District Clerk request to procure and acquire Jury Software and Scanning/Imaging Services

CC REGULAR

Date: 01/06/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Laura Hinojosa
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** District Clerk

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of the final negotiated contract (reviewed as to form by legal counsel) including best and final offer (BAFO) with ACS Government Systems, Inc. in a total amount as follows:

ACS Juror Core System-\$61,900
ACS eJuror System-\$29,900.00
Total Amount: \$91,800.00

BACKGROUND

Proposed year two total if renewed will be at \$103,665.00. Contract and software license reviewed as to form by legal counsel, changes were made accordingly.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-412-00-090-001-0-336
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Amount available for req #145692 \$50,000.00 for ACS as of 12-30-08

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funding for the balance will be addressed the 1st qtr. of 2009 as per Mr. Silguero.

Attachments

Link: C-08-302-01-06 CONTRACT DOCUMENT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/30/2008 03:19 PM	APRV
2	Budget & Management	Veronica Lopez	12/30/2008 03:28 PM	APRV
3	Ivan Cantu	Ivan Cantu	12/30/2008 03:41 PM	APRV
4	Auditor's Office	Linda Fong	12/31/2008 10:07 AM	APRV

5 Dina Trevino Dina Trevino 12/31/2008 02:26 PM APRV
Form Started By: Vangie Garcia Started On: 12/30/2008 02:25 PM
Final Approval Date: 12/31/2008



PRODUCT SUPPORT & ENHANCEMENT PROGRAM

ACS GOVERNMENT SYSTEMS, INC.
1733 Harrodsburg Road
Lexington, KY 40504-3617
FAX Number (859) 277-2300
("ACS")

And

Hidalgo County

("Licensee")

THIS AGREEMENT is made between ACS and Licensee on the Commencement Date of 3-19-09.

ACS and Licensee have entered into a Software License and Services Agreement with an Effective Date of 3-19-09 (the "License Agreement") for the Licensed Software. Licensee desires that ACS provide Maintenance and Enhancements for and new releases of the Baseline Licensed Software identified in Exhibit 1 on the terms and conditions contained in this Agreement. Accordingly, the parties agree as follows:

1. Incorporation By Reference. Sections 1 (Definitions), 8 (Confidential Information) and 11 through 15, inclusive (Notices, Force Majeure, Assignment, No Waiver and Choice of Law; Severability, respectively) of the License Agreement are incorporated into this Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of this Agreement, the provision of this Agreement will control.

2. Additional Definitions.

"Commencement Date" means the date identified above in this Agreement as the Commencement Date.

"Contract Year" means, with respect to each Baseline Component System, each one (1) year period beginning and ending on the dates provided for in Exhibit 1 for such Baseline Component System.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System which increase the

functionality of the Baseline Component System.

"Expiration Date" means, with respect to each Baseline Component System, the date upon which the initial term of this Agreement ends for such Baseline Component System as provided for in Exhibit 1.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Licensee with avoidance procedures for or corrections of Documented Defects.

"New Releases" means new editions of a Baseline Component System.

"Partial Year" means, for each Baseline Component System, the period between the Commencement Date and the first day of the initial Contract Year for that Baseline Component System.

3. Services.

(a) Types of Services. During the term of this Agreement, ACS will provide Licensee with Maintenance for, Enhancements of, and New Releases of each Baseline Component System identified in Exhibit 1.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System and will be subject to all of the terms and conditions of the License Agreement and this Agreement. ACS' obligation to provide Licensee with Improvements for Baseline Component Systems owned by parties other than ACS is limited to providing Licensee with the Improvements that the applicable third party owner provides to ACS for that Baseline Component System. In this regard, to the extent that an agreement authorizing ACS to resell or sublicense a third party's Baseline Component System is terminated or expires prior to the Expiration Date, or prior to the expiration of any renewal term, for that Baseline Component System, then ACS' obligation to provide Improvements to Licensee for that Baseline Component System, and Licensee's obligation to pay ACS for such Improvements, shall automatically terminate simultaneously with the termination or expiration of the relevant agreement. Licensee must provide ACS with such facilities, equipment and support as are reasonably necessary for ACS to perform its obligations under this Agreement, including remote access to the Equipment.

4. Payment and Taxes.

(a) Product Support & Enhancement Fees. For the Improvements for each Baseline Component System, Licensee will pay ACS: (i) the amount provided for in Exhibit 1 as the Partial Year payment (if applicable) on the payment date provided for in Exhibit 1; and (ii) the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year; and (iii) for each Contract Year subsequent to the initial Contract Year, an amount invoiced by ACS, which amount will not increase by more than the "Annual Escalation Not to Exceed" percentage provided for in Exhibit 1 the fee that Licensee was obligated to pay to ACS for Improvements for the applicable Baseline Component System in the immediately preceding Contract Year for that Baseline Component System. Fees for Improvements for a Baseline Component System are due on the first day of the first month of the Contract Year for that Baseline Component

System.

(b) Additional Costs. Licensee will also reimburse ACS for actual travel and living expenses that ACS incurs in providing Licensee with Improvements under this Agreement. ACS agrees that all billable ACS travel will be in accordance with policies, procedures and guidelines that Hidalgo County Commissioners' Court has adopted and approved for its employees. ACS further agrees to make use of conference calls and other technologies to limit required travel as much as possible.

(c) Taxes. Licensee is responsible for paying all taxes (except for taxes based on ACS' net income or capital stock) relating to this Agreement, the Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Licensee is exempt from the payment of any such taxes, Licensee must provide ACS with a valid tax exemption certificate; otherwise, absent proof of Licensee's direct payment of such tax amounts to the applicable taxing authority, ACS will invoice Licensee for and Licensee will pay to ACS all such tax amounts.

(d) Late Charges. Licensee will pay each ACS invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Wells Fargo Bank, Dallas, Texas, plus three percent (3%); or (ii) the highest rate permitted by applicable law.

5. Term. As it applies to each Baseline Component System, the term of this Agreement is for the period beginning on the Commencement Date and continuing until the Expiration Date for that Baseline Component System. For each Baseline Component System, this Agreement will automatically be extended for consecutive Contract Years beyond the Expiration Date on a year-to-year basis unless: (i) either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System at least twelve (12) months prior to the Expiration Date, or, for any Contract Year subsequent to the Expiration Date, at least twelve (12) months prior to the expiration of the then-current Contract Year or (ii) the Agreement has otherwise expired or terminated as it relates to a particular Baseline Component System under the terms of this Agreement.

6. Disclaimer of Warranties. Licensee agrees and understands that **ACS MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT ACS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, ACS EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM OR ANY IMPROVEMENTS WILL BE USABLE BY LICENSEE IF THE COMPONENT SYSTEM HAS BEEN MODIFIED BY ANYONE OTHER THAN ACS, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.**

7. Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to ACS of a suspected Documented Defect will not constitute a notice of termination of this Agreement. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

8. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF ACS. **ACS' LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT LICENSEE ACTUALLY PAID TO ACS FOR THE IMPROVEMENTS FOR**

THE YEAR THAT SUCH LIABILITY ARISES.

(b) EXCLUSION OF DAMAGES. **REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL ACS BE LIABLE TO LICENSEE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ACS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**

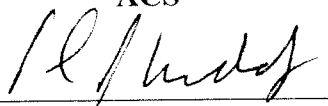
(c) BASIS OF THE BARGAIN. **LICENSEE ACKNOWLEDGES THAT ACS HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.**

9. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Licensee in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

10. NOTWITHSTANDING anything to the contrary herein, if there is any conflict between any term or provision in this Product Support & Enhancement Program Agreement with any term or provision in the Contract by and between Hidalgo County and ACS Government Systems, Inc. For Purchase of New Jury Software dated effective January 6, 2009, (the "Contract") or with any terms or provisions contained in the Request for Proposal issued by Hidalgo County, Texas being RFP No. 2008-302-11-19-OTM Purchase of New Jury Software (the "RFP"), the terms and provisions of the Contract and the RFP shall control over any conflicting terms contained in this Product Support & Enhancement Program

Agreement.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

ACS
By: 
Paul J. Ruddy
(Printed Name of Signatory)
Title: VP of operations

LICENSEE
By: 
Juan D. Salinas, # County Judge
(Printed Name of Signatory)
Title: County Judge



EXHIBIT 1

Licensee: Hidalgo County

PARTIAL YEAR PAYMENT/DUE DATE: N/A
(Indicate "N/A if not applicable")

FIRST ANNUAL CONTRACT YEAR PAYMENT DATE: March 19, 2009

ANNUAL ESCALATION NOT TO EXCEED: 5% OF PRIOR FULL-YEAR ANNUAL PAYMENT.

Baseline Component System	Contract Year Begins	Expiration Date	First Annual Payment Amount
ACS Juror Management Component Systems:			
ACS Juror	March 19, 2009	March 18, 2011	\$7400
ACS eJuror	March 19, 2009	March 18, 2011	\$3900
TOTAL:			\$11,300

By: ACS
Paul F. Ruddy
(Printed Name and Title of Signatory)

By: LICENSEE
Juan D. Salinas, III County Judge
(Printed Name and Title of Signatory)

County of Hidalgo, Texas

Purchase of New Jury Software

RFP No: 2008-302-11-19-OTM

- **Through local policy, users may use special selection criteria for panel development if desired such as "pre-screening" the jury pool for time or case conflicts**

Response:

ACS Juror Core system provides this functionality

- **Anonymous juror case reports available, seating charts or other courtroom documents as needed**

Response:

ACS Juror Core system provides this functionality

Capturing of juror related statistics:

- **Fully integrated database report generation tool to provide standardize statistical reports and/or custom reports development as needed**

Response:

ACS Juror Core system provides this functionality, as well, the ACS Juror Core system supports ad-hoc reporting tools such as Crystal Reports.

Automated payroll capabilities:

- **Payroll may be run at any time**

Response:

ACS Juror Core system provides this functionality

- **Pay information can be designed for processing checks, cash or electronic interface for outside agencies**

Response:

ACS Juror Core system provides this functionality

- **Provides various hard copy reports**

Response:

ACS Juror Core system provides this functionality

Optional features using advanced technologies:

- **Imaging Solution**

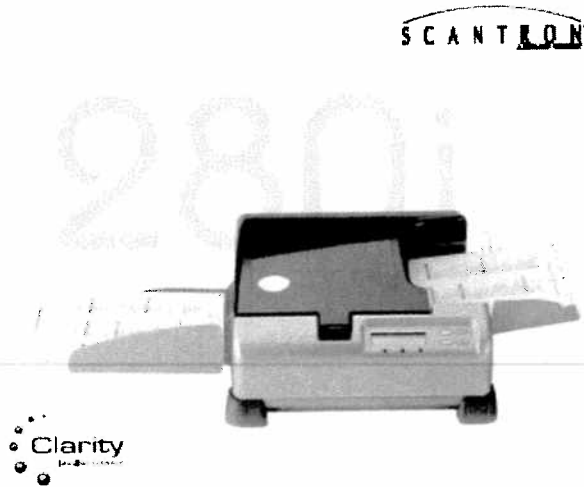
Response:

ACS Infoscan provides this functionality, for more detail, please see the System Description Section.

ACS InfoScan (Pricing available upon request)

Processing juror questionnaires and sorting juror information cards can be a laborious task. With ACS InfoScan, you can reduce the time it takes to process these forms. Through a strategic partnership with Scantron, ACS offers the ACS Juror InfoScan system, which not only speeds up, but revolutionizes, the way juror qualification questionnaires are processed.

Using this state-of-the-art solution, your organization can eliminate the massive data entry required by this stage of the jury management process. Prospective jurors complete jury summons and juror information card, marking answers with a No. 2 pencil or an ink pen and filling in circles on the questionnaire section that can be scanned to process responses automatically.



ACS Juror InfoScan provides an unstaffed means of processing returned juror summonses, updating the ACS Juror database, and automatically disqualifying prospective jurors for service based on the Court's pre-established guidelines. The system scans and stores the image, and "reads" the form, interpreting the data and automatically recording the results to the database, making it possible for your staff to save time and focus on other important projects.

Additionally, the images of the juror information cards are indexed and associated with the juror so that they can be printed three to a page based on the panel, eliminating the need to sort and copy the cards.

The use of the ACS Juror InfoScan system and scanners being proposed can be expanded in the future should the Court identify other opportunities to utilize document imaging to improve efficiencies.

ACS Juror – InfoScan Module

Processing juror questionnaires and sorting juror information cards can be a laborious task. With ACS Infoscan, you can reduce the time it takes to process these forms. Through a strategic partnership with Scantron, ACS offers the ACS Juror InfoScan system, which not only speeds up, but revolutionizes, the way juror qualification questionnaires are processed.

Using this state-of-the-art solution, your organization can eliminate the massive data entry required by this stage of the jury management process. Prospective jurors complete jury questionnaires that are then scanned to process responses automatically, harvest applicable data, and store an image of the document.

ACS Juror InfoScan provides an unstaffed means of processing returned juror summonses, updating the ACS Juror database, and automatically disqualifying prospective jurors for service based on the Court's pre-established guidelines. The system scans and stores the image, and "reads" the form, interpreting the data and automatically recording the results to the database, making it possible for your staff to save time and focus on other important projects. Additional forms such as doctor's letters, employment letters, etc., can also be imaged and stored to the juror's records.

Additionally, the images of the documents are indexed and associated with the juror so that they can be printed three to a page based on the panel, eliminating the need to sort and copy the cards.

The use of the ACS Juror Infoscan system and scanners being proposed can be expanded in the future should the Court identify other opportunities to utilize document imaging to improve efficiencies.

SOFTWARE

Cognition software provides the capability to capture OMR data as well as image documents for verification, storage and retrieval. Please note that pricing is included for a Workstation solution.

HARDWARE

This proposal includes pricing for the iNSIGHT 20 dual sided Imaging/OMR Scanner. The iNSIGHT scanner is a desktop scanner that has the capability to collect data written in pen or ink. Along with the OMR data capture function this scanner offers the capability to image clip handwritten data such as "remarks" and save them as jpegs or a .tiff file then they can be appended to a report.

PRICING

This proposal includes pricing for a combined software and hardware solution for the Hidalgo County, TX to process Jury Summonses as well as related services. This proposal is based upon Hidalgo County Court's objectives to automate their data collection using an OMR and Imaging data collection process.

Hidalgo County, Texas

Jury Management System – ACS Infoscan Module

ACS InfoScan Solution Detailed Pricing

ACS InfoScan	Proposed Price
ACS InfoScan Imaging Solution	
Professional Services: Scripting Image Processing, Mapping, Report Layout, Upload Processing	\$8,200
Professional Services: Training	\$6,000
ScanTron Cognition Professional Imaging Software (1 unit)	\$10,372
ScanTron iNSIGHT 20 high-speed scanner (2 units)	\$4,990
Product Support & Enhancement Program (First-Year Fees)	\$3,200
Total 1st Year Costs – ACS InfoScan	\$32,762

ACS InfoScan	Proposed Price
ACS InfoScan Documents	
Form Design	\$1,500
Form Cost (Jury Summons/Questionnaire) 40,000 forms	\$4,560
Freight	included
Total Costs – ACS InfoScan Forms	\$6,060

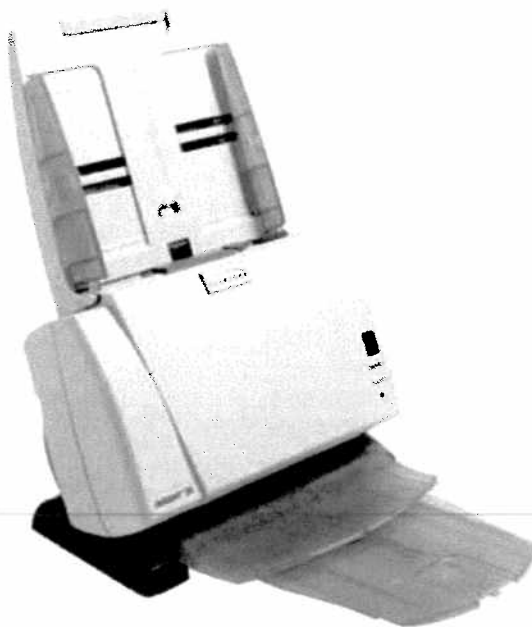
1. Travel costs not included and will be billed as incurred

iNSIGHT™20

Document Scanner

System Solutions

SCANTRON



The Next Step In The Evolution

The iNSIGHT™ 20 from Scantron® is a compact, affordable desktop model scanner that combines document imaging technology along with the proven data collection capabilities and accuracy of optical mark recognition (OMR). The iNSIGHT 20 is an industry exclusive scanner. Scantron applied over fifty years of engineering, forms design, applications development and customer support experience to ensure our customers' success. Whenever you need a reasonably priced and compact scanner that has the accuracy of OMR and the productivity and flexibility of Document Imaging, the iNSIGHT 20 is the right solution for you.

Meeting Your Document Imaging and OMR Needs

Due to its unique blend of capabilities, the iNSIGHT 20 is well priced and perfectly positioned to address applications such as testing, surveys attendance, grading, student portfolios, personnel records, archival, and general back file conversions. Depending on your requirements and budget, Scantron can meet the needs of your application. For higher-volume processing needs, Scantron also offers the iNSIGHT 30, which also combines full document imaging with the accuracy of OMR.



Data Collection

Data Collection is the process of reading marks from a printed form (e.g. tests, surveys, ballots, etc.) and converting it to ASCII data. The iNSIGHT 20 accurately scans the form for data while our ScanTools Plus™ software controls the scanning process and stores the data that is read. The scanner and software work together reading up to 1,800 sheets per hour.

The iNSIGHT 20 scanner can read written marks (such as bubbles, check marks, tick marks) and bar codes. The scanner, working with ScanTools Plus software, can also scan grayscale images for digital storage. In addition, the iNSIGHT 20 can read machine print and handprint using RealTime Character Recognition software (available separately).

Outstanding Accuracy

Data Collection Features

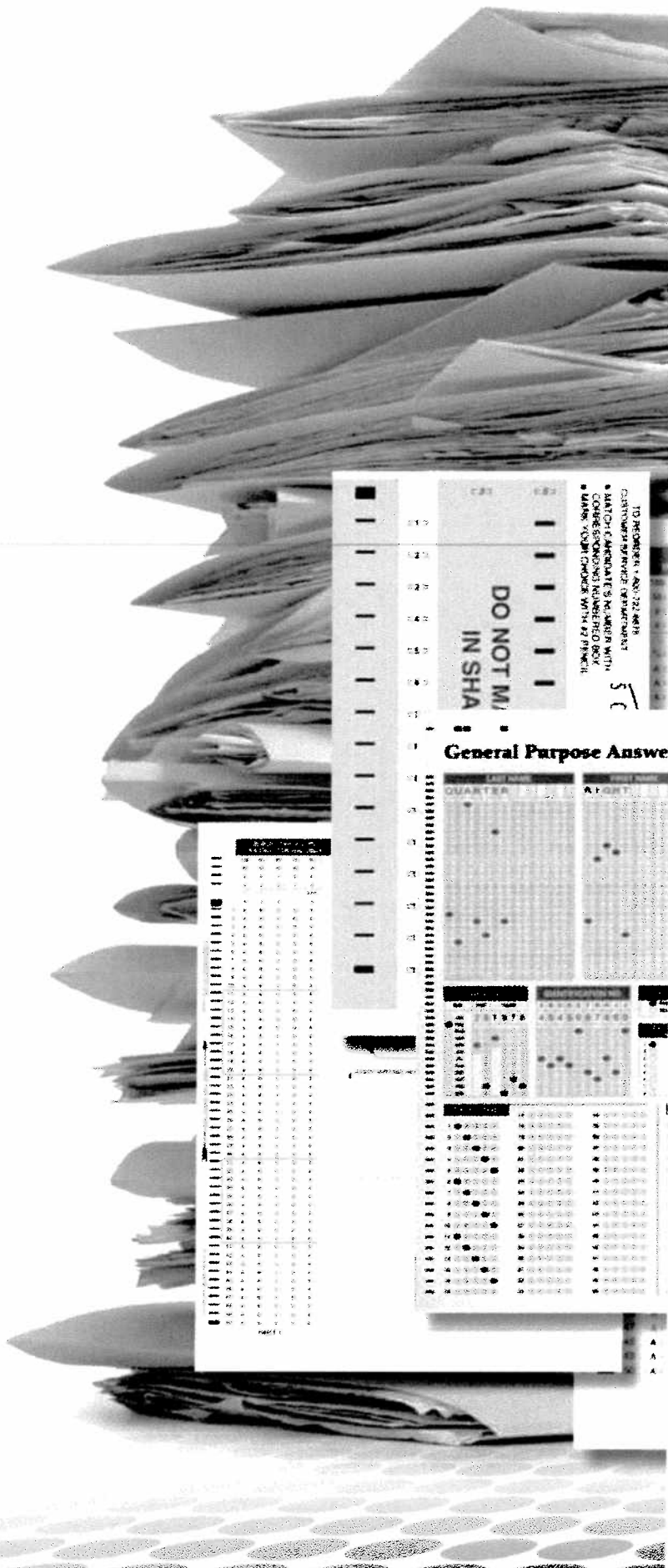
- Includes ScanTools Plus data collection software
- Provides 8-bit, 256 grayscale levels and 200 dpi images
- Ink and pencil mark detection
- Allows you to capture, name and archive image clips (TIFF, JPEG)
- Software recognized bar code
- Processes machine and hand print data with the optional RealTime Character Recognition utilizing NestorReader software
- Maintains software compatibility with existing ScanTools applications

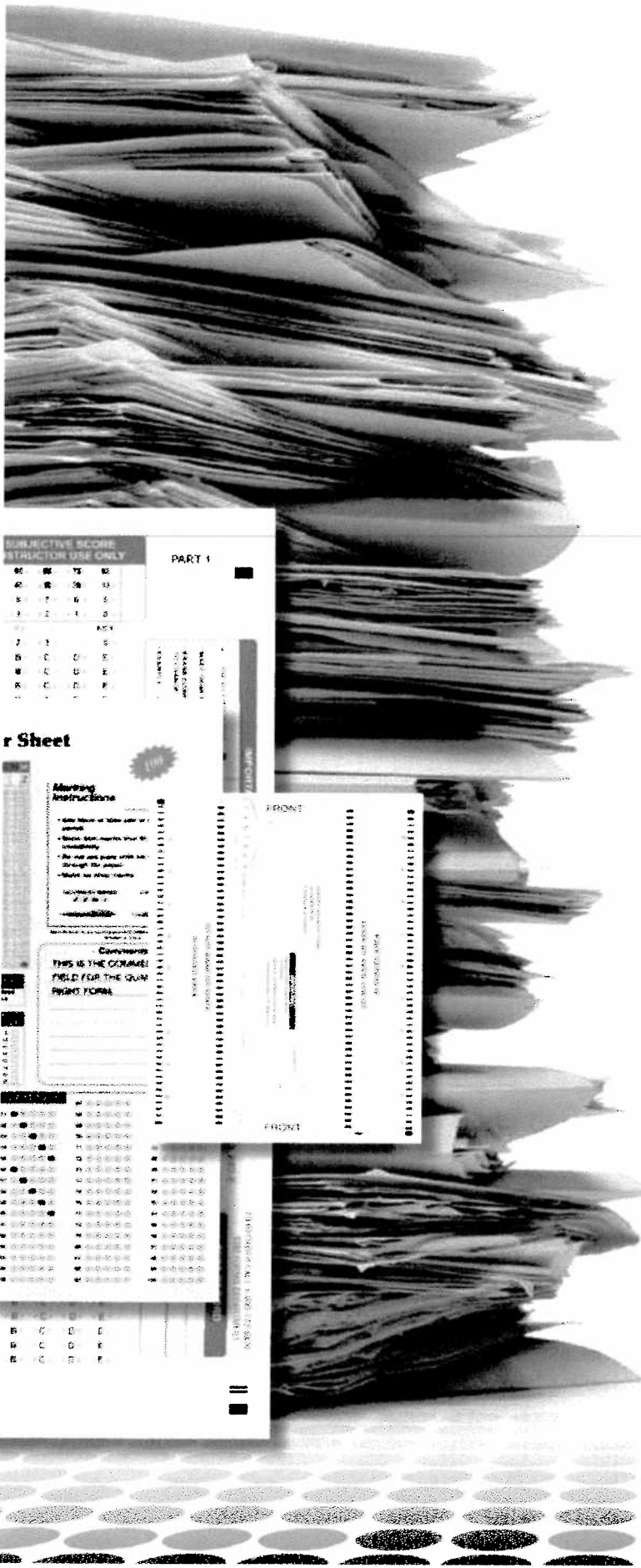
Document Imaging

Document imaging is the process of scanning paper documents, converting them to digital images. We know that the documents you work with aren't always the perfect size, shape or quality for scanning; that is what makes the iNSIGHT 20 perfect for your scanning needs.

This scanner can effortlessly handle sheets of multiple sizes and thickness in a single batch; from small card stock to long print-outs. After scanning, with one-click you can select the format of the scanned image, the resolution, the file type, and the destination of the resulting file using the Click&Scan software.

In document imaging mode, the iNSIGHT 20 scanner with Click&Scan software, can scan up to 1,800 two-sided black&white, grayscale and color images at 200 dots-per-inch (dpi) per hour.





Exceptional Productivity

Document Imaging Features

- Includes Click&Scan software which offers one-click functionality to send documents to file, email, printers, fax printers and desktop applications
- Utilizes TWAIN Driver (included)
- Output resolutions from 75 to 1200 dpi
- Interactive brightness, contrast, and color adjustment
- Optical resolution at 600 dpi
- Scans at speeds up to 30 page per minute/60 images per minute
- Simultaneous black & white, color or grayscale image output
- Save files in TIFF, JPEG, RTF and PDF formats
- Supported by Scantron's extensive services organization to ensure maximum uptime and customer satisfaction

Customer Application Sidebars

Testing and Training

- Tests and learning assessment
- Instructor, performance, and course evaluations
- Enrollment and tracking
- Employee in-services
- Student profiles, documentation, and forms

Research and Evaluation

- Survey and questionnaire data collection
- Product research
- Program evaluations
- Competitive data collection
- Enrollment and applications

Human Resources

- Payroll/time sheets
- Benefit enrollments
- Applicant tracking
- Employee change of status
- Employee surveys
- 360-Degree surveys

Healthcare

- Patient encounter forms
- Patient satisfaction surveys
- Medical histories and patient forms
- Patient, needs and risk assessments
- Nurse staffing reports
- Continuing education evaluations

General Specifications

Scanning Technology	Dual CCD/Grayscale output bit depth is 256 levels (8-bit), Color capture bit depth is 48 bits (16 x 3), Color output bit depth is 24 bits (8 x 3).
Optical Resolution	600 dpi
Multi-feed Detection	With ultrasonic technology
Connectivity	USB 2.0
Bundled Software	TWAIN Drivers; Click & Scan; ScanTools Plus
Electrical Requirements	100-240 V (International); 50/60 Hz; Universal power supply included
Power Consumption	Sleep Mode < 6 watts, Running: < 35 watts
Environmental Factors	Energy Star qualified scanner; Operating temperature: 15-35° C (59-95° F); Operating humidity: 15-76 percent relative humidity
Acoustical Noise (operator position sound pressure level)	Standby mode: <32 dB(A); Operating mode: <65 dB(A)
Physical Description	30"x 13" x 10.75" operational, 6.5"x 13"X, 9.5" storage foot print, Weight: 16.5 lbs
Recommended PC Configuration	For documents up to 356 mm (14 in.) long at 400 dpi: Pentium 4, 3.2 GHz processor, 512 MB RAM For documents up to 660 mm (26 in.) long at 400 dpi: Pentium 4, 3.2 GHz processor, 1 GB RAM For longer documents/higher resolutions: Pentium 4, 3.2 GHz processor, 3 GB RAM
Supported Operating Systems	Windows XP SP2; Windows Vista (32-bit)

Data Collection Specification

Throughput	Up to 1800 Sheets per hour
Read Heads	200 dpi resolution, up to 256 levels of grayscale per pixel; pencil and ink read capabilities
Forms	2.5" x 5.5" to 8.5" x 14" (60-100 lb. Offset), Uses both Mark Reflex and Trans-Optic forms; Pencil and ink forms may be used
Feeder Capacity	40 sheets, 90 g/m2 (24 lb bond, 60 lb Offset)
Spacing's supported	.166, .166 48 cell, .200 inline, .200 offset, .200 line read, and .300 line read
Barcode	Standard - Software read through ScanTools
Bundled Software	ScanTools Plus

Document Imaging Specifications

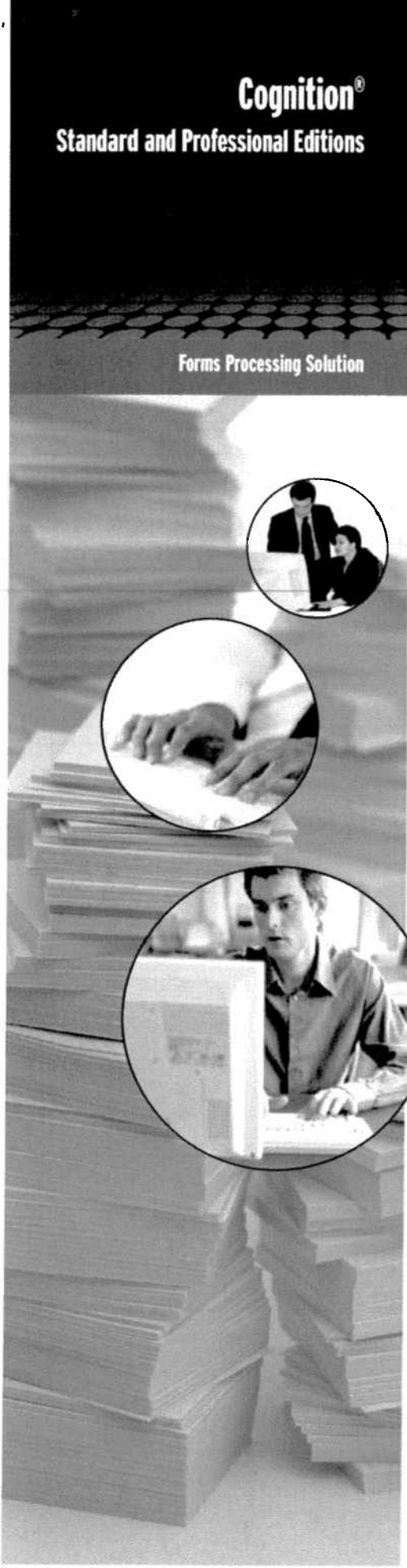
Throughput (200 dpi, landscape, letter size, black and white/grayscale/color)	Up to 30 page per minute/ 60 images per minute
Image output	Black and white, grayscale (8 bit), color (24 bit)
Output resolution	75, 100, 150, 200, 240, 300, 400, 600 and 1200 dpi
Maximum document size	216 mm x 863 mm (8.5 in. x 34 in.)
Minimum document size	64 mm x 89 mm (2.5 in. x 3.5 in.)
Paper Thickness and Weight	34-413 g/m2 9-110 lb.) paper
Feeder Capacity	Up to 70sheets of 60 g/m ² (16 lb.) paper
Bundled Software	TWAIN driver, Click & Scan
File Format Outputs	Single and multi-page TIFE, JPEG, RTE, PDF

Please visit us at www.scantron.com for a complete overview of INSIGHT system requirements or call us at 1-800-SCANTRON for more information.

© 2009 Scantron Corporation. All rights reserved. Scantron and the Scantron logo are registered trademarks. P/N 277-223-004



SCANTRON®



Cognition®

Standard and Professional Editions

Forms Processing Solution



SCANTRON®

Quickly and accurately transform paper documents into valuable intelligence.

In today's fast-paced business environment, the need has never been greater for organizations to efficiently manage the thousands of forms, faxes and paper images they must handle every day. That's why so many have turned to Scantron's Cognition software. This forms processing solution automates the slow, labor-intensive data entry process. The result is efficient and accurate automated forms processing, data collection and input environments that scale to fit the needs of any size company. Cognition works by collecting paper forms and documents and digitizing them, then delivering them to the right databases and other business applications as needed.

Fast

Cognition takes just a few seconds per form, depending on form complexity and hardware specifications. (That's more than 20 times faster than a professional typist.)

Precise

Cognition recognizes handprint (ICR), machine print (OCR), bar code, checkboxes and checkmarks (OMR) with unerring precision.

Accurate

Cognition provides correct and valid data and image capture using configurable recognition options that allow crosschecks, validation rules, and business logic. You can also add application-specific capabilities or create custom validation rules and logic to fit any project requirement.

Efficient

Cognition's high processing speed, quality of recognition, automatic control of output results and competitive pricing makes it not only the best value, but the most efficient automatic data capture system available.

Cognition Standard and Professional Editions for standalone workstations.

The Cognition Standard and Professional Editions are designed for standalone workstation forms processing. Both can be quickly and easily installed and configured with minimal IT resources. Within a matter of hours, you can be up and running, regardless of whether you process a few dozen forms each day or thousands each week.

The Standard edition is the right choice for organizations that are processing traditional bar code, checkbox and checkmark (OMR) forms and need to retain post recognition images.

The Professional edition provides a complete solution for organizations that process a variety of OMR forms, as well as machine print (OCR), and handprint (ICR) from department forms and surveys.

Scan

- TWAIN scanner support
- ADF support and manual input feeding
- Page orientation detection
- Import of graphic formats (TIFF, JPG, PCX, DCX, PNG & BMP)
- Image pre-processing, deskewing and "noise" cleaning
- Compensation of linear distortions using "cornerstones" (for faxed forms etc.)

Recognize

- Build-in template designer
- Template auto-identification
- Various reference elements: black squares, text, lines, images
- OCR/ICR "Fountain" Image Transformation Technology (Professional edition only)
- Hand-print, machine print and mixed text (Professional edition only)
- Mark sense (OMR): check boxes, radio groups, any type of mark
- Bar code recognition: EAN13, EAN8, Check Code 3, Check Interleaved 25, Code 39, Code 128
- 18 languages for hand-print recognition: English, German, French, Italian, Russian, Polish, Ukrainian, Bulgarian, Czech, Slovak, Lithuanian, Spanish, Dutch, Finnish, Romanian, Turkish, Croatian and Hungarian (Professional edition only)

- Bordered text: framed, text over comb, underlined (Professional edition only)
- Multi-line text (Professional edition only)
- Field position detection
- Supports several styles of hand-writing: European, American, Russian, Japanese, and Thai (Professional edition only)
- Scan & Read / Open & Read modes
- Background recognition
- Interpretation of checkboxes marked by mistake ("shaded areas")

Verify

- Standard validation and automation rules
- Spell check
- Contextual checking
- Pre-defined data types: names, addresses, etc. (Professional edition only)
- User-defined data types (Professional edition only)
- Checks against databases (Professional edition only)
- Context and group verification and in-form data validation

Export

- Database (ODBC)
- File (XML, TXT, CSV, DBF, XLS)
- Standard picture export
- Automation export

Standard and Professional Edition Minimum Requirements

- PC with Pentium 350 MHz for Windows XP, Pentium 200 MHz for Windows 2000/ME/98
- Microsoft Windows XP/2000/ME, Windows 98 (Y2K Update 2)
- 128 MB of RAM for Windows XP, 64 MB RAM for Windows 2000; 32 MB RAM for Windows ME/98
- 120 MB of free hard disk space for minimal installation
- Microsoft Internet Explorer 5.0 or later
- Mouse or other pointing device
- TWAIN-compatible scanner
- CD-ROM drive
- SVGA monitor (600x800 or higher resolution)
- USB port for hardware protection key



Please visit us at www.scantron.com for a complete overview of Cognition's system requirements or call us at (800) 722-6876 for more information.

AI-18016

21.H.1.

**BCAP Application for Payment No. 3 Retainage Release, & Certificate of Construction Completion La Homa Groves Estates Pct. No. 3
CC REGULAR**

Date: 10/20/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

- a. Acceptance and approval of Application for Payment No. 3 (Retainage Release) in the amount of \$10,954.64 from Asago Construction, as reviewed and submitted by Izaguirre Engineering Group, LLC. C-CAP 09-129-07-07;
- b. Requesting approval of "Certificate of Construction Completion" as submitted by project engineer Izaguirre Engineering Group, LLC reflecting the completion date of August 12, 2009 for La Homa Groves Estates-C-CAP 09-129-07-07.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-206-00-000-002-0-000
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Current available funds in retainage for P.O. #625474 as of 10/16/09 is \$6,361.80; Refer to AI - 17618 (CC 9/29/09) for final payment (\$4,592.84 retainage) total retainage will be \$10,954.64.

Attachments

Link: Application for Payment #3 Retainage of Release La Homa Groves Estates
Link: Certificate of Construction Completion La Homa Groves Estates

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	10/14/2009 02:15 PM	APRV
2	Purchasing Department	Marty Salazar	10/15/2009 08:55 AM	APRV
3	Budget & Management	Erika Zamora	10/15/2009 09:25 AM	APRV
4	Perla Lopez	Perla Lopez	10/16/2009 03:49 PM	APRV
5	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Marcie Jackson
Started On: 10/14/2009 11:25 AM
Final Approval Date: 10/16/2009

APPLICATION FOR PAYMENT NO. 3 for RETAINAGE

To: HIDALGO COUNTY (OWNER)
 From: ASAGO CONSTRUCTION (CONTRACTOR)
 Contract: BORDER COLONIA ACCESS PROJECTS - 3rd ROUND
 Project: LA HOMA GROVES ESTATES SUBDIVISION
 Owner's Contract No. C-CAP-09-129-07-07
 For Work accomplished through the date of: August 12, 2009

Engineer's Project No.: Pct 3 - La Homa

1. Original Contract Price:	\$ <u>117,313.40</u>
2. Net change by Change Order and Written Agreements(+or-):	\$ <u>(7,767.00)</u>
3. Current Contract Price (1 plus 2):	\$ <u>109,546.40</u>
4. Total completed and stored to date:	\$ <u>109,546.40</u>
5. Retainage (per Agreement):	
<u>0%</u> of completed Work:	\$ <u>-</u>
of stored material:	\$ <u>-</u>
Total Retainage:	\$ <u>-</u>
6. Total completed and stored to date less retainage (4 minus 5)	\$ <u>109,546.40</u>
7. Less previous Payments:	\$ <u>98,591.76</u>
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$ <u>10,954.64</u>

Accompanying Documentation:

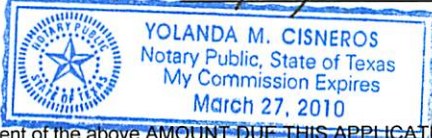
REQ# 157275 P.O.#625474
9-1312-206-00-000-002-0-000→\$10,954.64

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date: 9/18/2009
 State of Texas
 County of Hidalgo
 Subscribed and sworn to before me this day of 18th of September, 2009.

Yolanda M. Cisneros
 Notary Public
 My Commission expires: 3/27/2010



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: August 12, 2009

Asago, LLC dba Asago Construction
[Signature]
 CONTRACTOR

By: Raul Iglesias, Manager

[Signature]
 ENGINEER

By: Gilberto A Gracia, P.E.

INVOICE RECEIVED BY: Markie Jackson ON 9/18/09 Exhibit E-C
 GOODS/SERVICES RECEIVED BY: Markie Jackson ON 9/18/09

ASAGO CONSTRUCTION

July 20, 2009

SEPTEMBER 18, 2009

10%

Contractor Name

Starting Date

Project Ending Date

Retainage Percent

Application No. 3 for RETAINAGE

Application Date: AUGUST 12, 2009

Period To: AUGUST 12, 2009

Engineer Firm IZAGUIRRE ENGINEERING GROUP, LLC

Summary

CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
3C10-803-80	LA HOMA GROVES	\$ 117,313.40	\$ 109,546.40	\$ 63,618.00	\$ 45,928.40	\$ -	\$ -	\$ 109,546.40	\$ -	\$ -	\$ 109,546.40	\$ 98,591.76	\$ 10,954.64
TOTALS:		\$ 117,313.40	\$ 109,546.40	\$ 63,618.00	\$ 45,928.40	\$ -	\$ -	\$ 109,546.40	\$ -	\$ -	\$ 109,546.40	\$ 98,591.76	\$ 10,954.64

Contractor Name: **ASAGO CONSTRUCTION**Starting Date: **JULY 20, 2009**Project Ending Date: **SEPTEMBER 8, 2009**County Project Description: **BORDER COLONIA ACCESS PROJECTS - 3rd ROUND**Application No.: **3 for RETAINAGE**Application Date: **AUGUST 12, 2009**Period To: **AUGUST 12, 2009**County Project No.: **C-CAP-09-129-07-07****LA HOMA GROVES ESTATES SUBDIVISION**PAGE: **1 OF 1**

PAGE: 1 OF 1				Original Schedule Value			Revised Schedule Value			PAYMENT APPLICATION No.1			PAYMENT APPLICATION No.2			PAYMENT APPLICATION No.3			Balance To Finish			
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars	
(905) ROADWAY LA HOMA GROVES ESTATES SUBDIVISION																			NEGATIVE INDICATES OVERRUN			
1	100	PREP ROW	Sta.	\$830.00	11.92	\$ 9,893.60	\$830.00	11.92	\$ 9,893.60	11.92	11.92	\$ 9,893.60		11.92	\$ -			\$ -	\$ 9,893.60	0.00	\$0.00	
2	110	EXCAVATION (ROADWAY)	CY	\$5.00	826	\$ 4,130.00	\$5.00	826	\$ 4,130.00	826	826	\$ 4,130.00		826	\$ -			\$ -	\$ 4,130.00	0	\$0.00	
3	164	CELL FIB MULCH SEED (PERM) URBAN CLAY	SY	\$4.00	2685	\$ 10,740.00	\$4.00	2685	\$ 10,740.00		0	\$ -	2685	2,685	\$ 10,740.00			\$ -	\$ 10,740.00	0	\$0.00	
4	204	SPRINKLING	MG	\$30.00	47.68	\$ 1,430.40	\$30.00	47.68	\$ 1,430.40	30.00	30.00	\$ 900.00	17.68	47.68	\$ 530.40			\$ -	\$ 1,430.40	0.00	\$0.00	
5	216	PROOF ROLLING	SY	\$1.00	4130	\$ 4,130.00	\$1.00	3911	\$ 3,911.00	4130	4130	\$ 4,130.00	-219	3,911	\$ (219.00)			\$ -	\$ 3,911.00	0	\$0.00	
6	247	FLEX BASE (RD DEL) TY "E" GR4	CY	\$5.00	1077	\$ 5,385.00	\$5.00	1077	\$ 5,385.00	1077	1077	\$ 5,385.00		1,077	\$ -			\$ -	\$ 5,385.00	0	\$0.00	
7	251	REWORKS BS MTL (TY D) 8" (DENS CONT)	SY	\$2.00	4130	\$ 8,260.00	\$2.00	3911	\$ 7,822.00	4130	4130	\$ 8,260.00	-219	3,911	\$ (438.00)			\$ -	\$ 7,822.00	0	\$0.00	
8	310	PRIME COAT (MC-30)	GAL	\$5.00	714.60	\$ 3,573.00	\$5.00	714.60	\$ 3,573.00		0.00	\$ -	714.60	714.60	\$ 3,573.00			\$ -	\$ 3,573.00	0.00	\$0.00	
9	340	ASPH CONC ACP SURFACE (TY D) (1 1/2")	SY	\$9.00	3573	\$ 32,157.00	\$9.00	3354	\$ 30,186.00		0	\$ -	3354	3,354	\$ 30,186.00			\$ -	\$ 30,186.00	0	\$0.00	
10	360	DRIVEWAYS (CONC) (4")	SY	\$15.00	181	\$ 2,715.00	\$15.00	181	\$ 2,715.00	181	181	\$ 2,715.00		181	\$ -			\$ -	\$ 2,715.00	0	\$0.00	
11	500	MOBILIZATION	LS	\$500.00	1	\$ 500.00	\$500.00	1	\$ 500.00	1	1	\$ 500.00		1	\$ -			\$ -	\$ 500.00	0	\$0.00	
12	502	BARRICADES, SIGNS AND TRAF HANDLE	LS	\$1,000.00	1	\$ 1,000.00	\$1,000.00	1	\$ 1,000.00	1	1	\$ 1,000.00		1	\$ -			\$ -	\$ 1,000.00	0	\$0.00	
13	506	TEMP SEDMT CONT FENCE (INSTALL)	LF	\$8.00	200	\$ 1,600.00	\$8.00	200	\$ 1,600.00	200	200	\$ 1,600.00		200	\$ -			\$ -	\$ 1,600.00	0	\$0.00	
14	506	TEMP SEDMT CONT FENCE (REMOVE)	LF	\$4.00	200	\$ 800.00	\$4.00	200	\$ 800.00		0	\$ -	200	200	\$ 800.00			\$ -	\$ 800.00	0	\$0.00	
15	530	DRIVEWAYS (TY PRB-1)	SY	\$15.00	537.16	\$ 8,057.40	\$15.00	537.16	\$ 8,057.40	537.16	537	\$ 8,057.40		537.16	\$ -			\$ -	\$ 8,057.40	0.00	\$0.00	
16	560	MAILBOXES (SINGLE)	EA	\$200.00	7	\$ 1,400.00	\$200.00	7	\$ 1,400.00	4	4	\$ 800.00	3	7	\$ 600.00			\$ -	\$ 1,400.00	0	\$0.00	
17	644	SMALL RDSO SGN ASSM (TY A)	EA	\$125.00	3	\$ 375.00	\$125.00	3	\$ 375.00		0	\$ -	3	3	\$ 375.00			\$ -	\$ 375.00	0	\$0.00	
18	2500	EN-1 TREAT SUB-BASE (DC)	SY	\$1.00	4130	\$ 4,130.00	\$1.00	3911	\$ 3,911.00	4130	4130	\$ 4,130.00	-219	3,911	\$ (219.00)			\$ -	\$ 3,911.00	0	\$0.00	
19	2500	EN-1 ROADBOND	GAL	\$125.00	23.40	\$ 2,925.00	\$125.00	23.40	\$ 2,925.00	23.40	23.40	\$ 2,925.00		23.40	\$ -			\$ -	\$ 2,925.00	0.00	\$0.00	
20	6000	UTILITY/SERVICE ADJUSTMENTS	LS	\$2,000.00	1	\$ 2,000.00	\$2,000.00	0	\$ -		0	\$ -		0	\$ -			\$ -	\$ -	0	\$0.00	
																					\$ -	
TOTAL ROADWAY LA HOMA GROVES ESTATES SUBDIVISION				\$ 105,201.40			\$ 100,354.40			\$ 54,426.00			\$ 45,928.40			\$ -			\$ 100,354.40		\$ -	
(906) DRAINAGE LA HOMA SUBDIVISION																						
21	464	RC PIPE (CL III)(18")	LF	\$25.00	48	\$ 1,200.00	\$25.00	0	\$ -		0	\$ -		0	\$ -			\$ -	\$ -	0	\$0.00	
22	467	SET (TY II)(18")(RCP)(1:6)	EA	\$750.00	2	\$ 1,500.00	\$750.00	0	\$ -		0	\$ -		0	\$ -			\$ -	\$ -	0	\$0.00	
23	472	REMOVE EXIST. CULVERT PIPE	LF	\$5.00	24	\$ 120.00	\$5.00	0	\$ -		0	\$ -		0	\$ -			\$ -	\$ -	0	\$0.00	
24	480	REMOVE CULVERT S.E.T.	EA	\$50.00	2	\$ 100.00	\$50.00	0	\$ -		0	\$ -		0	\$ -			\$ -	\$ -	0	\$0.00	
25	5000	CORRUGATED HDPE CULVERT PIPE (15")	LF	\$12.00	766	\$ 9,192.00	\$12.00	766	\$ 9,192.00	766	766	\$ 9,192.00		766	\$ -			\$ -	\$ 9,192.00	0	\$0.00	
TOTAL DRAINAGE LA HOMA GROVES ESTATES SUBDIVISION				\$ 12,112.00			\$ 9,192.00			\$ 9,192.00			\$ -			\$ -			\$ 9,192.00		\$0.00	
TOTAL PROJECT AMOUNT LA HOMA GROVES ESTATES SUBDIVISION				\$ 117,313.40			\$ 109,546.40			\$ 63,618.00			\$ 45,928.40			\$ -			\$ 109,546.40		\$ -	

Print Name

Date

Signature

Exhibit E-D

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON THE 12th DAY OF August, 2009 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: June 8, 2009
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: Asago, LLC, dba Asago Construction
OF THE CITY OF Mission STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Border Colonia Access Projects – 3rd RoundLa Homa Groves Estates Subdivision
CONTRACT NO: C-CAP-09-129-07-07
Located in or near the City/Precinct of: Precinct No.3

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

N/A

2. That the sum of N/A, (\$), deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract	\$ <u>117,313.40</u>
Present Amount of Contract	\$ <u>109,546.40</u>
Total Amount of earned to Date	\$ <u>109,546.40</u>
Less: previous payments	\$ <u>98,591.76</u>
Balance	\$ <u>10,954.64</u>
Authorized deductions	\$ <u>0.00</u>
AMOUNT OF FINAL PAYMENT	\$ <u>10,954.64</u>

6. That the final payment in the amount of \$ Ten Thousand Nine Hundred Fifty Four dollars and Sixty-Four cents (\$ 10,954.64) is now due and payable.


Engineer's Signature

CONCURRED BY:

Asago Construction
Contractor's Name

By: [Signature]
Title: Manager

CONCURRED BY:

City/Precinct

By:

Title:

Exhibit E-M

AI-17808

21.1.1.

**Hidalgo County Sheriff's Office - Approval of Contract for New
Communications System Consulting Svcs
CC REGULAR**

Date: 10/20/2009
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Acceptance and approval of the final negotiated contract (reviewed and approved as to form by legal counsel) including acceptance of the "Best And Final Offer" (BAFO) with RCC Consultants, Inc., number one ranked firm for the RFQ No. 2009-122-04-15-MSS Hidalgo County Sheriff's Office -Professional Engineering Consulting Services for the Design of New Communications System.

BACKGROUND

Phase I estimated cost \$35,484.25
Phase II estimated cost \$ 32,992.50

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-280-001-0-311
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available account balance as of 10-16-09 is: \$70,000.00 - phase 1 and 2 will be complete and funded this year.

Attachments

Link: Contract RCC Inc

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/15/2009 03:22 PM	APRV
1	Purchasing Department	Marty Salazar	10/15/2009 03:22 PM	APRV
2	Budget & Management	Erika Zamora	10/15/2009 03:26 PM	APRV
2	Budget & Management	Erika Zamora	10/15/2009 03:26 PM	APRV
3	Manuel Chapa	Manuel Chapa	10/16/2009 09:00 AM	APRV
3	Manuel Chapa	Manuel Chapa	10/16/2009 09:00 AM	APRV
4	Auditor's Office		10/16/2009 05:02 PM	NEW
4	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Moises Salazar
Started On: 09/30/2009 05:52 PM

CONSULTANT SERVICES AGREEMENT

Hidalgo County Contract No. C-09-122-10-20

THIS AGREEMENT is made and entered into as of October 20, 2009, by and between **Hidalgo County, Texas** ("County") and **RCC Consultants, Inc.**, a Delaware corporation with headquarters offices at 100 Woodbridge Center Drive - Suite 201, Woodbridge, New Jersey 07095-1125 ("RCC").

W I T N E S S E T H:

In consideration of the mutual promises herein contained, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I - Scope of Work

RCC shall perform the services set forth in the Statement of Work annexed hereto as Appendix "A" and incorporated herein by this reference (the "SOW"). The SOW shall not be modified except by written agreement of the parties hereto. Anything herein to the contrary notwithstanding, if and to the extent County requests RCC to perform additional services not included in the SOW, absent a further written agreement between the parties, County shall compensate RCC for the performance of such additional services on a time and material basis in accordance with RCC's hourly rate schedule then in effect and the provisions of Article II hereof.

ARTICLE II – Fees and Expenses

As compensation for the services performed under this Agreement, County shall pay RCC a fee in accordance with this Agreement and RCC's Best and Final Cost Proposal, a copy of which is annexed hereto as Appendix "B" and incorporated herein by this reference. County shall reimburse RCC for all costs incurred by RCC for travel, lodging, meals, and other out-of-pocket expenses related to the services performed under this Agreement and for third-party products and services procured by RCC on County's behalf at RCC's cost therefor, plus an administrative charge equal to ten percent (10%) of such costs. Each month during the term hereof, RCC will submit to County an invoice for the services performed and expenses incurred during the previous month. County shall pay RCC the amount on each such invoice within thirty (30) days of receipt and any amount not paid within such thirty-day period shall accrue interest at a rate equal to the lesser of (i) one and one-half percent (1.5%) per month, or (ii) the highest rate permitted by law.

ARTICLE III - Period of Performance

The performance of RCC's services hereunder shall commence as soon as practicable after the execution and delivery of this Agreement by both parties and the issuance by County of a Notice to Proceed with Phase 1 and Phase 2. Phases 1 and 2 of the project will be completed

by December 31, 2009, subject to the availability of County personnel to participate in project tasks as scheduled. RCC shall not commence work on any later phase of the project unless and until County shall have issued a Notice to Proceed with respect to such phase. RCC shall use all commercially reasonable efforts to complete each phase of the project in accordance with the schedule set forth in Appendix "C" hereto and incorporated herein by this reference. Upon the completion of each phase of the project, the parties will execute and deliver a certificate of completion with respect to such phase. Subject to the provisions of ARTICLE VI hereof, this Agreement shall terminate upon delivery by RCC of materials and reports specified in the SOW, and payment to RCC by County for all services performed and expenses incurred in connection with this Agreement.

ARTICLE IV - Independent Contractor

RCC's relationship with County shall at all times be that of an independent contractor. The method and manner in which RCC's services hereunder shall be performed shall be determined by RCC, in its sole discretion, and County will not exercise control over RCC or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. The employees, methods, equipment and facilities used by RCC shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate RCC, or any of its employees, as employees or agents of County.

ARTICLE V - Notice

Any notice, request or other communication to either party by the other concerning the terms and conditions of this Agreement shall be in writing and shall be deemed given when actually received by the addressee, having been hand delivered or sent postage prepaid, by certified or registered United States mail, return receipt requested, addressed as follows:

If to RCC:	RCC Consultants, Inc. 100 Woodbridge Center Drive - Suite 201 Woodbridge, New Jersey 07095-1125 Attn: Michael W. Hunter President and Chief Executive Officer

With a copy to:	RCC Consultants, Inc. 10700 North Freeway – Suite 610 Houston, Texas 77037-1146 Attn: Gregory A. Munchrath, P.E. Senior Vice President

If to County: Hidalgo County Purchasing Department
Administration Building
2812 South Business Highway 281
Edinburg, Texas 78539
Attn: Martha L. Salazar, CPPB
Purchasing Agent

The person and the place to which notices are to be mailed to either party may be changed from time to time by notice given in accordance with the provisions hereof.

ARTICLE VI - Termination

A. County, in its sole discretion, may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to RCC, in which event County's sole obligations shall be to compensate RCC for work actually performed and expenses incurred up to the date of termination. In no event will any payment pursuant to this ARTICLE VI exceed the compensation provided for in ARTICLE II.

B. In the event that, during the term hereof, the Commissioners Court of Hidalgo County does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to RCC. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

ARTICLE VII - Confidentiality

RCC shall not publish, copyright, or otherwise disclose or permit to be disclosed or published, the results of any reports to County concerning the work to be performed pursuant to this Agreement, or any particulars thereof, including forms or other materials developed exclusively for County in connection with the performance by RCC of its services hereunder during the period of this Agreement, without prior written approval of County. RCC, cognizant of the sensitive nature of much of the data supplied by County, agrees to protect the confidentiality of any information designated by County to be privileged or proprietary except to the extent that (i) such information enters the public domain, (ii) is obtained by RCC from independent third parties not subject to any confidentiality or similar agreement with County, or (iii) disclosure of such information is required by law, rule or regulation or the valid order of a court or administrative agency.

ARTICLE VIII - Personnel

A. RCC will assign qualified professional personnel and other RCC support staff, as necessary, to complete the services contemplated by this Agreement. In the event that the

employment of any such person should be terminated prior to the termination hereof, then in such event RCC shall, at its discretion, assign such other persons, as necessary, to complete the services.

B. County understands and agrees that RCC has a significant investment in the recruitment, training, and deployment of its personnel and that, if such personnel are hired directly by County, then RCC will incur substantial direct costs to recruit, train, and deploy new personnel of similar quality and experience and will suffer concomitant disruption of its business interests. Therefore, in order to preserve and further the positive business relationship between County and RCC, it is agreed that, during the term hereof and for a period of one (1) year after the completion or earlier termination of this Agreement: (1) If County hires, or induces any other person, firm or entity to hire, an RCC employee, or any person that was an RCC employee within the preceding three-month period, then County will pay a release fee to RCC equivalent to the greater of: (a) thirty percent (30%) of the annual compensation (including salary, bonus, and other compensation such as sales commission and deferred compensation) that County or such other person, firm or entity has agreed to pay to such person; or (b) the actual costs incurred by RCC in connection with the recruitment, training, and deployment of a new RCC employee of substantially equal skills and experience. (2) Such release fee will be billed by RCC to County when the candidate formally accepts the position offered by County or such other person, firm, or entity and is due and payable upon receipt of RCC's invoice.

ARTICLE IX - Indemnity / Liability

RCC will indemnify County and hold it, and its officers, agents, representatives and employees harmless from any and all claims, damages, costs, including attorney's fees, and liabilities of any kind directly resulting from the willful misconduct of RCC or its employees, representatives, or agents or the negligent performance of RCC's obligations under this Agreement; except to the extent such claims, damages, costs and liabilities result from the negligence or willful misconduct of County or its employees, representatives, or agents. In no event shall RCC be liable for lost profits, special, incidental, consequential, or indirect damages suffered by County. The parties agree that in no event will RCC's liability exceed the amount of compensation paid to RCC by County, or RCC's insurance coverage, whichever is less.

ARTICLE X - Insurance

A. RCC shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

- (1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of County in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("Statutory Texas")
- (2) **Commercial General Liability**, endorsed with County as an additional insured and endorsed with a waiver of subrogation in favor of County *all to*

the extent of the liabilities assumed by RCC under this Agreement, in limits of liability not less than one million dollars (\$1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

- (3) **Texas Business Automobile Policy**, endorsed with County as an additional insured and endorsed with a waiver of subrogation in favor of County *all to the extent of the liabilities assumed by RCC under this Agreement*, in limits of liability not less than two hundred fifty thousand dollars (**\$250,000**) each person for bodily injury, five hundred thousand dollars (**\$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**\$100,000**) each occurrence for property damage.

- (4) **Professional Liability** in limits of **\$1,000,000** each claim and aggregate.

B. RCC covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. RCC shall furnish County with a certificate of insurance showing the said policy to be in full force and effect during the period of service, identified in Article III hereto, for this Agreement. The completed Certificate of Insurance shall be attached hereto and identified as APPENDIX "D"- *Hidalgo County Certificate of Insurance*. RCC will be considered in breach of contract should RCC fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of this Agreement. Additionally, RCC covenants and agrees to use all commercially reasonable efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the project by County.

ARTICLE XI - Taxes, Unemployment Insurance and Related Items

RCC hereby accepts full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by RCC on the work covered by this Agreement or in any way connected therewith; and RCC shall comply with all administrative regulations and rulings thereunder with respect to any of the aforesaid matters; and RCC shall reimburse County for any of the aforesaid contributions or taxes, or both, or any part thereof, if by law County may be required to pay the same or any part thereof.

ARTICLE XII - General

A. Modifications - This Agreement or any part thereof may not be modified, except by written agreement of the parties signed by the duly authorized representatives of the parties.

B. No Waiver - No omission or delay by either party to this Agreement at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms of this Agreement, shall be a waiver of any such right or remedy to which either party is entitled, nor shall it in any way affect the right of either party to enforce such provisions thereafter.

C. Applicable Law - This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

D. Severability - If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other provisions hereof shall in no way be affected thereby.

E. Court Appearances - Except for any dispute arising directly from RCC's performance under this Agreement, nothing in this Agreement shall obligate RCC to prepare for or appear in litigation on behalf of County except in consideration of additional compensation. Absent a written supplemental agreement as to the amount of such additional compensation, RCC shall be compensated on a time and materials basis in accordance with RCC's hourly rate schedule then in effect and the provisions of Article II hereof.

F. Successors and Assigns - Neither party shall assign or transfer this Agreement or any of its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any request to assign or transfer this Agreement shall be deemed to be granted if the recipient of such a request has not acted upon such request within thirty (30) days of its receipt. Notwithstanding the foregoing, RCC shall have the right, without the consent of County, to assign this Agreement and its rights and obligations hereunder to RCC's parents, subsidiaries or affiliates or to any partnership in which RCC or any parent, subsidiary or affiliate of RCC is a general partner, or to a successor of RCC by consolidation or merger or to a purchaser of all, or substantially all, of RCC's assets. This Agreement shall inure to the benefit of the parties and their respective permitted successors and assigns.

G. Force Majeure - In the event that performance by either party of any of its obligations or undertakings under this Agreement shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party hereto, whether such occurrence be an act of God such as lightning, earthquakes, floods or other like causes, the common enemy, the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire or the act or conduct of any person or persons not a party to or under the direction or control of a party hereto, then such performance shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

H. Entire Agreement - This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements and understandings relating to the services to be performed under this Agreement.

I. Counterparts - This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

ATTEST/WITNESS:

HIDALGO COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST/WITNESS:

RCC CONSULTANTS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Approved on Commissioners' Court: October 20, 2009

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

APPENDIX A

Statement of Work

Project Workplan

PHASE I – System Needs Analysis

The purpose of Phase I is to conduct a Needs Analysis to identify the operational needs & requirements for the new system both today and for the foreseeable future. These needs & requirements will ultimately be factored into the selection of a frequency band for use by the system and the into the procurement specifications that are developed for the new system. The surest path to project failure is to develop a new system that does not meet the stated requirements.

Task 1 - Conduct Project Kickoff Meeting and Project Planning

The purpose of Task 1 is to “officially kickoff” the project and conduct a project kickoff and orientation meeting on-site in Hidalgo County with HCSOCS and their designees to establish mutual acquaintance, clarify roles and reach a mutual understanding of the future vision and plans for the communications system. During the meeting RCC will work with the HCSOCS project team and project participants to review scope of work and project schedule and to discuss various project issues. At the meeting, RCC will also identify the types of information that will be requested from the participants, and establish appropriate lines of communication between the HCSOCS project team and RCC. RCC will conduct and participate in the project kickoff meeting.

RCC will work with the HCSOCS team to schedule site visits, agency interviews, and project meetings as needed. This will help maximize the use of RCC personnel while on-site at locations in Hidalgo County, and is intended to help minimize travel expenses. It will also help members of the County’s team schedule their time in an effective manner as well.

Task 2 - Evaluate Existing Systems and Issues

The purpose of Task 2 is to allow RCC to gather and review needed system information and to become familiar with existing wireless infrastructure throughout the required service area. To do this, RCC will gather the needed information by:

- Scheduling system planning or interview sessions with the HCSOCS team and other County agencies that may utilize the new system to identify needs and requirements for the new system. During these meetings, RCC staff will cover a wide range of system topics ranging from radio coverage performance to system reliability and backup capabilities.

The interview sessions will provide an opportunity for the County team to provide input on the system configuration, and will also allow RCC personnel to provide an overview of the technology and capabilities that are currently available from the system providers and those that are “just over the horizon”. In addition, due to our nationwide experience, RCC personnel will be able to provide insight into the ways other counties are solving some of their dispatching and communications problems

During the interview process, one of the most critical items discussed will be the need for reliable radio coverage throughout the County's service area. The amount or level of radio coverage required by the participating departments will have a direct impact on the overall cost of system implementation and long-term support. Accordingly, RCC personnel will work carefully with the Sheriff's Office and other agencies to specifically define the need for radio coverage, at street level, within structures, and in below-ground areas throughout the County's defined service area.

RCC personnel will work with the Sheriff's Office to discuss the way in which its personnel utilize their mobile and handheld radio devices. This is critically important since the way in which a portable radio is used will have a direct impact on the radio coverage provided by the system infrastructure. Put simply, this means that a given infrastructure design will provide different levels of radio coverage for a handheld radio operated at head level than it will for the same radio operated on the user's belt with a remote speaker microphone.

Requirements for in-building radio coverage will also be discussed at length, since under-specifying coverage requirements will result in unacceptable system operation, and over-specifying coverage requirements will make the system infrastructure prohibitively expensive.

During the interview process, RCC will have the Sheriff's Office and other agencies graphically draw their specific coverage requirements on a map of the area, typically a County map of the service area. Specific levels of coverage are identified on the map in different colors, e.g., green may indicate mobile coverage, red may indicate portable radio coverage at street level with radios operated on the user's belt, green would outline residential coverage, yellow would outline medium density buildings, etc. In certain cases, specific requirements for communications coverage within buildings are identified on a "per building" basis. The coordinates for each identified building can be mapped to allow the system user and RCC's engineering staff to properly configure the conceptual location of repeater sites throughout the network.

A preliminary listing of agencies that may want to participate in the interview sessions might include:

- ♦ The Sheriff's Office
- ♦ Emergency Management
- ♦ Fire Marshal's Office
- ♦ Health & Human Services
- ♦ Right of Way
- ♦ Information Technology
- ♦ Housing Authority of Hidalgo County
- ♦ Child Protective and Regulatory Services
- ♦ Building & Grounds

RCC will work with the County to help finalize the list of stakeholder agencies that should be involved during the interview process. A final listing of participating

agencies can be developed once RCC has been selected to work with the County.

- Identifying the various existing systems, their size and characteristics
- Collecting specific detailed system information through a questionnaire process in which RCC will prepare agency questionnaires that collect information about types and quantities of user radio equipment and accessories needed initially and for at least the next ten years, features & functionality needed, capabilities to address special situations, and much more.
- Comparing HCSOCS required levels of mobile and portable radio coverage needed with coverage provided by existing facilities
- Determining the degree to which the existing communications systems, equipment, and facilities can be used as part of a new P25 trunked communications infrastructure to help reduce costs, minimize the time needed to develop a new system infrastructure
- Evaluating new LMR equipment purchased under the Homeland Security Grants to determine if/how it can be upgraded to P25 Phase II technology

This evaluation of existing systems shall form the basis of the overall recommendations, because the information collected will define the Sheriff's Office and other agencies' communications needs.

Task 3 - Review Radio System Documentation & FCC Licenses:

As part of the information gathering process, RCC will review all relevant documentation describing the existing radio networks made available in this activity.

RCC will develop a thorough understanding of integration and operational requirements, and identify all ancillary systems that might be reused as part of any new system development.

In addition, RCC will review the existing FCC licenses and identify any outstanding regulatory issues that will significantly impact the planned project.

RCC will review the existing Region 53 700 MHz plan to determine its current status and if needed to provide support in getting the plan approved. As a point of interest, RCC recently assisted Region 51 (Houston area) in the re-sorting of all of the 25 kHz frequencies in the Plan on a 12.5 kHz basis to help provide a greater number of frequencies available to the various counties. This markedly improved the Regional Plan's ability to address the needs of the many counties in Region 51. Following that, the Plan was finalized & submitted to the FCC for approval. FCC approval was granted about six months ago.

Task 4 - Survey Existing Communication Facilities for Suitability:

RCC understands that the HCSOCS wants to leverage existing facilities that support the radio communication equipment (shelters, towers, power systems, etc) to the extent possible. This will likely help reduce implementation time and reduce costs if certain facilities can be leveraged or reused to support the new system. As part of this effort:

RCC will conduct site visits to all of the Public Safety Answering Point Center(s) and the four (4) radio tower sites currently in use by the Sheriffs Office to ascertain and document the age, condition and improvement requirements of these facilities, and to estimate upgrade costs to replace or integrate such sites into the HCSOCS.

RCC will become familiar with, and make recommendations regarding the following issues as well as other relevant issues that emerge during the work:

- Location of existing equipment buildings, antenna support structures and towers;
- Condition and service history of existing equipment and facilities;
- Determine what agreements are necessary to allow for the use of existing buildings, antenna support structures and other necessary infrastructure;
- Determine if there are lease, acquisition or use fees associated with the above agreements;
- Potential sites for any new radio equipment or systems required; and
- Interagency communications and communication links needed to meet requirements.

RCC will work closely with the Agency and/or HCSOCS technical representatives to identify any issues affecting the modification and continued use of these sites.

PHASE II - Feasibility and Radio Spectrum Analysis

Once the operational needs and requirements have been properly determined, RCC will conduct a radio spectrum analysis to make a determination as to which radio frequency band (spectrum) would be the most advantageous for the Hidalgo County Sheriff office taking into account the needs determined in Phase I. There are many important technical, operational, and regulatory factors involved in selecting frequencies to be incorporated into a new countywide radio system. RCC has addressed these issues many times for our clients throughout the United States and in Texas. The following tasks will form the foundation of the spectrum analysis.

Task 1 - Conduct a thorough study of all available public safety LMR spectrums in the region to include but not be limited to 700 MHz, 800 MHz, VHF and UHF frequencies taking into account the current state of affairs brought about with the FCC introduction of the 700 MHz for public safety use, and the re-banding of the 800 MHz frequencies. Factors such as availability of frequencies, delays in licensing of frequencies, and international treaties with regards to spectrum sharing will be taken into account when formulating recommendations.

Task 2 - Conduct a thorough review of the local region with regards to type of frequencies, equipment, and type of systems currently used by other local state and federal public safety agencies in the region. Factors to be reviewed include but are not limited to current federal and state requirements with regards to communication interoperability as required now the near and extended future because of rules formulated by the Federal government with regards to current and future grant funding.

Task 3 - Review and evaluate the data gathered in Tasks 1 and 2 to prepare a written recommendation with options to the Sheriff's Office for the spectrum most advantageous or that best meets for the communications needs of the Sheriff's Office detailing pros and cons for each

option and or recommendation. Factors to be included but not limited to are: interoperability issues, availability of frequencies, RF interference, clarity of transmissions, land area coverage in both rural and urban areas, current equipment utilized by the Sheriff's Office and safety issues.

PHASE III - Design Criteria & Analysis of a Proposed System Design

The purpose of Phase III is to arrive at a jointly developed, preliminary plan for wireless voice, data and supporting interconnection systems considering the existing design and/or alternative recommendations.

Task 1 - Design Criteria

RCC will develop the system approach and configuration based upon the needs and requirements identified during the needs analysis process. At a minimum, the system configuration and design will be based upon design criteria to include but not limited to the following:

- 95% area reliability from a portable on the hip, in building, Talk-in and Talk-out, in a swivel case, providing a Delivered Audio Quality (DAQ) level of 3.0, which corresponds to a Cf/I+N of 16.5 dB, and 2.6% BER for the digital system. Note, RCC will work with the County team to thoroughly discuss and refine each of these requirements. For example, when specifying in-building portable radio coverage, there are a number of additional considerations that must be included to add strength or "teeth" to the requirements so that radio system vendors accurately understand the County's stated requirements so that there are no misunderstandings later in the project that allow the selected vendor to get away with less than was expected. There are many critical nuances in both specifying radio coverage requirements and in specifying how the coverage testing process must be accomplished to successfully verify proper system coverage has been provided. RCC has extensive hands-on experience in dealing with these issues and that experience will be shared with the County team in detail during the project.
- 97% area reliability from a mobile, Talk-in and Talk-out, providing a Delivered Audio Quality (DAQ) level of 3.0, which corresponds to a Cf/I+N of 16.5dB, and 2.6% BER for the digital system.
- Microwave path and end-to-end performance and the microwave system's ability to support the radio system as needed
- System growth and expansion and the associated "cost steps" involved in expanding the system infrastructure later when the County is then in a sole-source vendor situation. Although there is good multi-vendor competition on the P25 marketplace for P25 user radio equipment, the P25 infrastructure equipment is still largely vendor proprietary. Put simply, this means that an owner of a Motorola P25 trunked radio system cannot go to EF Johnson or M/A-COM to expand its trunked system infrastructure. Consequently, future add-ons must be examined carefully on the front end of the project.
- System availability for reliable system operation

- System redundancy to support high levels of availability
- Robust system backup power to maintain full system operation during adverse conditions
- Preventive maintenance to help ensure long-term support
- Voice channel loading analysis to determine the optimum number of channels required that can provide an acceptable Public Safety grade of service

Task 2 - Identify Technology and Regulatory Issues

RCC will develop conceptual system configurations or “options” for the new countywide trunked radio system. The alternative system configurations will be based upon several operational characteristics that drive the process, such the stated need for mobile and portable radio coverage through the defined service area, channel capacity needed, the number of available radio frequencies available for use and many other factors.

During the development of the system configurations, RCC will explore the following possible technology variations as required:

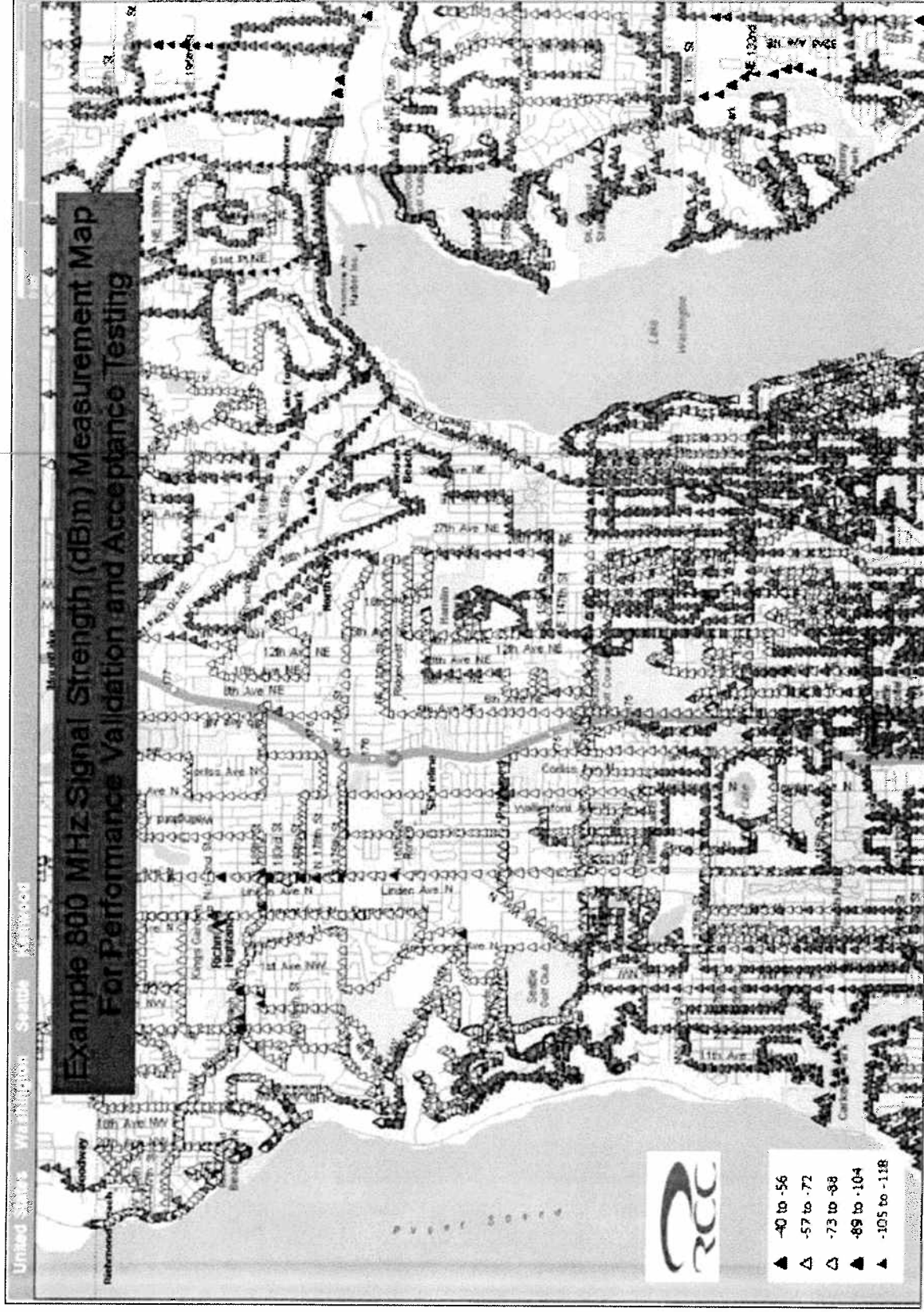
- Narrowband versus wideband channels
- Multi-site (i.e., zoned) and simulcast transmission; satellite receivers
- Incorporation of a possible hybrid system including 800/700 MHz in the urban areas and VHF in the rural and hard to cover areas
- RCC will also consider the following regulatory issues when developing various options:
 - ◆ The likely availability of licensable channels in the 700 MHz and 800 MHz bands within the region
 - ◆ The effect of the FCC's 800 MHz Re-banding initiative
 - ◆ Update and status of Region 53 activities for 700 MHz and 800 MHz NPSPAC

Task 3 - Present System Design Options

Activity 3.1 - Field Radio Coverage Testing

RCC will review existing documents and recommend an alternative test plan for in-building coverage upon completion of cells in addition to performing any field coverage measurements in representative areas to characterize the radio environment specific to the Agency.

RCC will utilize calibrated GPS-enabled equipment for detailed measurements. Multiple sites shall be tested in order to characterize the existing coverage in different areas. A report will be issued for review by the HCSOCS or its designee. This report shall include maps of measured signal strengths. RCC has conducted measurement testing of this nature throughout the United States. A sample of a drive test signal measurement survey map is provided on the following page.



- Deliverable: Field Coverage Test Results

Activity 3.2 - Radio Coverage Prediction Studies

RCC will utilize its wireless system design tool, ComSite Design (CSD) to conduct radio coverage analyses during the development of the system alternatives. ComSite Design allows RCC's engineers to evaluate radio coverage performance that can be expected from various potential tower locations throughout the County's service area, including both existing and new tower locations.

During the coverage analysis portion of the project, RCC will invite members of the County's project team to our Houston office to participate in a day of the coverage analysis process. This will help the County's staff develop a much better understanding of the issues that impact radio coverage, and it will allow them to have direct input into the development of the system configuration. During such meetings, RCC engineers run computer based coverage analyses on the various system alternatives under consideration. This allows the County staff to immediately see firsthand the tradeoffs involved in the different system configurations such as a four site system vs. a five or six site system, multicast configurations vs. simulcasts systems. It allows County staff to make suggestions or provide valuable information such as a planned new mall or other facility that might need particular attention in the system configuration. It is an excellent interactive opportunity for the County staff to participate in a portion of the system development process. Many RCC clients have participated in these system development meetings at our office, including:

- City of Houston, TX
- City of Austin & Travis County, TX
- City of San Antonio & Bexar County, TX
- Galveston County, TX
- Collin County, TX
- Oklahoma City, OK
- Kansas City, MO
- Las Cruces, NM

RCC will develop computer-generated prediction maps estimating the radio coverage to establish a coverage baseline as well as validate any coverage deficiencies claims reported by users during the survey. The coverage baseline is important to ensure any new system configuration (changes in antenna systems, orientation or height on the tower, and technology, etc) provides coverage in important areas. Coverage verification shall identify critical coverage areas where additional focus will be needed in future design tasks and for system cost considerations. Each participating agency's coverage will need to be identified as well as the over-arching HCSOCS system coverage on prediction maps in both multicast and simulcast configurations.

RCC will develop computer-generated maps for the prediction of radio coverage from actual or potential transmit/receiver sites, as necessary to verify propagation coverage and to plan improved coverage.

RCC has unsurpassed in-house capability for propagation studies, with all propagation models commonly used in the industry. Each radio site shall be evaluated independently and in combination with other sites (wide-area study).

Activity 3.3 - Develop Site Interconnection Plan

Based upon information gathered from previous tasks, RCC will develop a robust interconnectivity plan among the various sites and dispatch centers in the network.

RCC will consider microwave radio, fiber or other reliable connectivity methods. If microwave is considered, RCC will conduct an initial path feasibility assessment using automated in-house modeling tools and a high resolution terrain database to establish workable point-to-point path profiles. RCC has conducted thousands of such path analyses throughout the United States.

Activity 3.4 - Preliminary Facilities Requirements for Existing and New Sites

Based upon site survey data collected in previous tasks, RCC will detail and recommend specific site improvements or new site facilities development (tower, shelters, generators, etc) to accommodate the site plan.

Activity 3.5 - Provide Functional Diagrams

RCC will develop and provide functional system diagrams based upon the possible system solutions. The diagrams shall indicate radio sites, facilities, functional utilization and connectivity. These diagrams will be developed in AutoCAD or Visio and provided in Adobe PDF format.

Task 4 - Preliminary System and Site Recommendations

RCC will work closely with the HCSOCS to select or recommend one of the various system options developed in the earlier task. RCC will describe how the selected option satisfies the prioritized list of needs, requirements and applications for voice and data communications established in Phase I.

The deliverable for this task will be a high-level, executive summary document and presentation, which addresses all aspects of the selected option in a concise manner. RCC will prepare a draft version of the report which will be delivered to the County for distribution to authorized agencies and personnel. A suitable timeframe for review will be provided. RCC staff will meet with the County team to review and discuss the report. If County staff attend the coverage analysis session at RCC's office in Houston, they will already be well versed on the final system option before the report has been drafted. Once all comments have been received, RCC will incorporate appropriate comments into the report and a final version will be prepared and delivered. RCC will assist in making a presentation to Commissioners Court if needed. RCC has made many such presentations over the past 25 years.

The presentation will include an overview of the work completed to date, a summary of the existing systems, a statement of needs and requirements, a recommended system configuration and budgetary cost estimate for system

implementation. The presentation will be supported with system diagrams, a brief implementation schedule and an overview of a phased migration plan.

Activity 4.1 - Develop a Phased Migration Plan

RCC will provide a more detailed and complete migration plan for the selected option. The transition plan shall include critical aspects of facilities development, such as system installation, implementation, deployment, activation, and testing the new system with no loss of essential services, and with minimum impact on daily operations. The migration plan may include provisions for the vendor's training of system administrators, users, dispatch workstation operators, and maintenance personnel.

Activity 4.2 - Develop Phased Implementation Schedule

For planning purposes, RCC will provide a phased implementation schedule. The schedule will include, as required, critical aspects of the project such as the following:

- Applicable RFB or RFP specifications
- Radio Site Development
- Dispatch Center Development
- System Procurement
- Vendor contract negotiations
- System implementation
- User training
- System Acceptance Testing, and
- Final Acceptance.

Activity 4.3 - Develop Detailed Costs

RCC will develop a system cost estimate in which the system costs will be itemized down to the radio site and subsystem levels. These costs will include equipment and services as well as expected maintenance and operational expenses.

The itemized system costs shall be broken down by site as follows:

- Antenna systems
- Microwave costs, if any
- Repeaters
- Network equipment
- Towers
- Shelters
- Generators and battery plants

- Expected maintenance costs
- Lease costs, if any
- In addition, RCC will provide the following:
 - Expected life cycle and replacement costs
 - Recommended subscriber fees based upon, but not limited to
 - ◆ Cost of the system
 - ◆ Number of subscribers
 - ◆ Life cycle replacement cost of the proposed system
- Recommendations for alternative funding options

Task 5 - Final Recommendations

The purpose of Task 5 is to finalize the Preliminary Proposed System and Site Recommendations Report. This report will take into account any system design changes or modifications requested by the HCSOCS or as suggested by the migration or implementation plans, or the detailed cost estimates.

RCC will identify and discuss significant political and subjective considerations associated with the recommendations. With experience in over 250 trunked radio projects, RCC is well equipped to address these issues.

The Final Recommendations will include specific implementation milestones and provide for near-term and long-term project steps.

RCC will develop and present the final recommendations to the HCSOCS project team.

PHASE IV -Specification Development & Procurement Support

During this phase, the agreed upon procurement documents will be developed. These documents define the equipment to be procured (technical specifications) and the procurement process and conditions (Request for Proposal or Bids, instructions and conditions as applicable). These documents shall clearly define the equipment requirements/specifications and the content of the procurement packet, so that the responses received are cost competitive, technically acceptable, and support a thorough and balanced evaluation process.

RCC will develop the Technical Specifications for the procurement of the selected radio equipment. RCC staff are current on the very latest system technologies and system configurations available for consideration. Within the last two years, RCC has developed technical specifications for the cities of Houston, Plano, McKinney, Frisco, and the 16-county North Central Texas Council of Governments, not to mention dozens of other projects throughout the Country.

Task 1 - Conduct Project Management and Direction Meeting

RCC staff will meet with the HCSOCS project team and Purchasing Department

to discuss the following:

- Technology and frequency plan (includes current technologies, frequency bands and interoperability issues)
- Procurement plan for new communications equipment (sole source versus-RFP competitive bid, etc)
- Contractor's scope as it relates to Plan (may adjust scope and professional fees as needed)
- Contractor's project implementation schedule and plan
- Contractor's overall project implementation schedule and plan

Task 2 -Develop Technical Specifications

Using the Radio System Design Plan developed in Phase III, RCC will develop the Technical Specification that includes the following major components:

- Detailed Design Plan
- Technical specifications for equipment components
- Installation standards
- Acceptance test criteria for both equipment and coverage effectiveness
- Vendor proposal evaluation criteria
- Other necessary commercial sections
- Transition plan
- Channels (or frequency) assignment or an assessment of the number of channels (or frequency) each participating agency will have access to for use

Activity 2.1 -Prepare a Technical Specification and Procurement Documents

RCC will develop Technical Specifications which are functional and performance based rather than dictate a specific system design approach. This will provide flexibility for each system vendor to propose their best system configuration for the County, and it will make each vendor responsible for system performance.

The document will define the functions that need to be supported, the services required, and the performance that must be achieved.

The functional and performance requirements documented in the Technical Specifications will be sufficiently detailed to emphasize clearly and thoroughly the requirements to be met.

The document will include specifications for radio, data and connectivity hardware, dispatch workstations, software, antenna systems, network and multiplex hardware, backup power systems (batteries and generators), towers, and equipment shelters.

These specifications will:

- Focus on system and facility functional requirements and performance

- Include the functional requirements of radio users
- Provide for system scalability and integration through standard interfaces
- Require a package-oriented approach for future growth
- Detail system reliability, service, and support requirements
- Emphasize backward compatibility with existing systems
- Include radio console (workstation) and interface requirements to external systems
- Maximize consolidation benefits and synergy whenever possible
- Include legacy system compatibility whenever possible (maximize existing assets and services)
- Provide for technical and operational training, including related training documentation and methodology
- Provide guidelines for equipment and coverage acceptance test procedures
- Provide support and ongoing maintenance requirements for both hardware and software
- Validate that vendors have the adequate product, scope, and experience to meet the HCSOCS system demands
- Position the HCSOCS and Purchasing Department for a flexible, competitive RFP document and acquisition process

RCC will specify the requirements for standard towers and pre-manufactured shelters where required. However, if custom and more permanent structures are required (such as concrete foundation and cinderblock, or similar), the HCSOCS and Purchasing Department will work with RCC to identify an architect and registered civil engineer to complete the required portions of this work.

Such work is outside the scope of this task and shall be negotiated separately with the Contractor.

Activity 2.2 - Develop Proposal Evaluation Criteria

RCC staff will work with the HCSOCS team to develop the proposal evaluation criteria and suggested weighting for evaluation of vendor proposals. This will be completed prior to receiving vendor proposals.

Activity 2.3 - Support for Commercial Sections of RFQ

RCC will review and provide the following other important procurement documents:

- RCC will conduct a thorough review of the HCSOCS and Purchasing Departments' Commercial documents: RCC will review the documents and suggest changes and/or additions that RCC's experience have shown to be useful in procurements of this type. RCC has reviewed hundred of similar documents in similar projects.

Activity 2.4 - Develop Financing Options:

RCC will discuss possible financing options for the purchase of the system infrastructure and radio subscriber use.

Activity 2.5 - Develop Milestone Payment Schedule:

RCC will develop and submit a recommended milestone payment schedule for vendor payments during project implementation. It is important that the milestones be clear and measurable, while encouraging meaningful progress by the vendor(s). These milestones will be included in the system RFP for vendor consideration.

Activity 2.6 - Develop System Submittal Requirements:

RCC will develop and submit a list of relevant information that each bidder/vendor must include in its response to allow a thorough evaluation of each submittal. The list will include a detailed list of questions that the participating vendor must answer regarding the proposed system.

A draft of Technical Specifications and commercial section inserts will be developed and issued by RCC to the HCSOCS project team and Purchasing Department for review and validation. Following internal review, RCC will meet with the HCSOCS project team and Purchasing Department to clarify any questions and document any changes required.

Task 3 - Produce Technical Specifications Document -Final

RCC will revise and update the draft Technical Specifications and issue the final document in electronic form to the HCSOCS and Purchasing Department for distribution to potential system providers or integrators. The Hidalgo County Purchasing Department shall prepare the final commercial and procurement documents

PHASE V - System Procurement Assistance

During this phase, RCC staff will be available to support the HCSOCS and Purchasing Department in the evaluation of responses from the Proposers / Bidders. RCC understands that its goal is to provide services to augment the HCSOCS and Purchasing Department planning and execution of the radio equipment purchase.

With involvement in over 250 trunked radio projects, RCC has unparalleled experience in objectively reviewing vendor responses, identifying critical issues, concerns, and discrepancies; inquiring about alternative solutions based upon the vendor's equipment platform; and judging the validity of the costs.

The following describes the anticipated procurement process and assistance anticipated or required from RCC and the roles of the HCSOCS, Purchasing Department and the Contractor.

Task 1 - Attend Pre-Proposal Meeting(s) and Site Visits

RCC staff will attend the pre-bid or proposal conference(s), prepare meeting minutes in the format of an Addendum to the RFP or RFB, and assist the HCSOCS and Purchasing Department during site visitations. RCC will provide one project team member for site visits.

Task 2 - Responses to project Questions

RCC will act as technical counsel to the HCSOCS and Purchasing Department and assist with preparation of technical addendums and responses to vendor questions during the project solicitation. This activity, referred to as the Bidders'/Proposers' Conferences, occurs after public advertisement and release of the procurement packets for the bidder/vendor submission of proposals or bids. RCC has participated in hundreds of proposer conferences.

Task 3 - Additions and/or Revisions as necessary

RCC will clarify/modify the requirements/specifications as necessary as a result of the responses to submitted written questions and/or verbal questions at the Bidders'/Proposers' Conferences.

Task 4 - Attend Proposal/Bid Opening

RCC will be present at the proposal opening session at the Hidalgo County Purchasing Department designated facilities.

Task 5 - Review Vendor Responses

RCC staff, in conjunction with the HCSOCS and Purchasing Department Evaluation Selection Committee (ESC) will review and evaluate submitted proposals which meet the checklist for compliance and completeness.

RCC will provide technical advice and counsel in the evaluation of proposals and the vendor selection process.

RCC already has developed excellent evaluation tools to assist and efficiently track the review effort. In 2008 in our City of Houston project, RCC evaluated two highly competitive \$100+ million Project 25 Phase 2 trunked system proposals from two competing vendors. An award was made successfully on schedule without any vendor protest.

RCC will attend an interim evaluation meeting to discuss outstanding issues, as well as a follow-up meeting to review RCC's findings and conclusions. RCC will also assist with drafting questions to ask Proposers/Bidders during Vendor Oral/Interview sessions as necessary.

Task 6 - Assist in Contract Negotiations

RCC will assist the County with contract negotiations and will provide other support for technical issues that arise during contract negotiations. This includes preparation of a Conformed Specification (document agreed upon issues). Note, RCC does not provide legal assistance; the County's attorney will also need to

be involved to review legal terminology. RCC will review scope of work, scheduling, payment terms, pricing, and industry communication specific procedures, terms and statements that may not be readily familiar to the County's Legal Department. RCC will assist the County in obtaining the best possible pricing for the new trunked radio system. In our project with the City of Houston, RCC was able to assist the City in saving over \$40 million on their new trunked radio system.

PHASE VI -System Implementation

The objective of this Phase is to provide technical services to augment the HCSOCS planning and execution of the radio network. The following Tasks describe the HCSOCS expectations with respect to RCC's capabilities.

Task 1 - System Implementation and Project Management Support

General Installation, Testing, Acceptance, Training, and As-Built Documentation shall be the responsibility of the successful vendor(s). However, RCC will assist the HCSOCS with the following tasks and efforts:

- Establish a project implementation structure
- Revise project schedules to conform to contract documents
- Establish baseline project management processes, including project meeting minutes and reports
- Support periodic conference calls
- Provide periodic on-site support
- Participate in the important vendor design review process
- Transmittal management tracking process
- Action item management tracking process
- Regulatory management tracking process
- FCC construction notices 11) FAA construction notices and compliance
- Risk Management Tracking Process
- Site acquisition
- Site Improvements
- Site leases or easements
- Land use review process
- Local zoning
- Assist with facility design review(s)

Task 2 - Requirements Tracking Matrix

RCC will create a Requirements Tracking Matrix to ensure all functional and operational requirements are included in the system design as the project

progresses.

Task 3 - Preliminary Design Review

RCC will review and comment on preliminary design documents provided by the vendor. RCC will recommends modification to be incorporated into the final design as necessary.

Task 4 - Final Design Review

RCC will thoroughly review the vendor's final design documents to verify that all edits and agreed-upon modifications are included and complete. This Task includes all systems, subsystems and interfaces to be included in the final system configuration.

Task 5 - Letters, Reports, White Papers

RCC will prepare these documents during implementation (letters, reports, white papers, etc) for the HCSOCS as required

Task 6 - Review and Verify Vendor Factory Orders

RCC will review the final project equipment list which contains infrastructure and subscriber equipment quantities, including mobile and portable radios, accessories, microwave and fiber components, towers, shelters, and generators (if required). RCC has an in-depth understanding of the various systems and can help identify inappropriate or unnecessary equipment.

Task 7 - Review Vendor-Provided System Acceptance Test Plans (ATP)

RCC will critically review both the Factory and Field Acceptance Test procedures submitted by the vendor to verify proper testing techniques, processes and test results. Note: It is extremely important that the County and RCC establish stringent requirements for system acceptance as part of the system RFP development. Allowing the vendor to drive this process places the County at a severe disadvantage and might allow the vendor to get away without delivering the required system performance if the ATP plan is not well designed in advance. RCC has extensive ATP plan development to help protect our clients. This experience will be utilized in this project.

The following list contains examples of installations and acceptance tests to be validated or verified by RCC:

- Microwave Factory Acceptance Test Plan
- Radio System Factory Acceptance Test Plan
- Microwave System Field Acceptance Test Plan
- Radio System Field Acceptance Test Plan
- Radio Coverage Acceptance Test Plan (outdoor)
- Location-Specific Radio Coverage Acceptance Test Plan (indoor)

- Mobile Unit Installation Test Plan
- Infrastructure Installation Test Plan
- Maintenance Training Plan
- Preventive Maintenance Plan
- User Training Plan
- System Transition and Deployment Plan
- Radio System Availability Test Plan
- Full System Acceptance Test Plan
- Oversee System Acceptance Factory Testing -Microwave System
- RCC will attend the factory testing of the microwave and radio systems. RCC will verify the testing procedures and results concur with the specifications and the test plan. RCC has attended many system staging events.

Activity 7.1 - Oversee Factory Acceptance Testing -Radio System

RCC will attend the factory testing of the radio system and shall verify the testing procedures and results concur with the specifications and the test plan

Activity 7.2 - Oversee Field Acceptance Testing -Microwave System

RCC will ensure that the new radio system has been tested properly per the acceptance test plans and performs according to the specifications.

RCC will validate the vendor's system acceptance testing procedures, the results, and if required, provide recommendations to the HCSOCS for system acceptance, or for resolution of any non-compliance.

RCC will publish a document providing test results to the HCSOCS, including a detailed analysis of any noncompliance or test failures, and recommendations for complete, partial or non-acceptance of the system.

Activity 7.3 - Infrastructure and Mobile Installation Verification

RCC will verify that installations meet contract requirements through field inspections of fixed infrastructure and representative vehicular installations. This shall include, but not be limited to, radio, microwave, backup power, shelters, towers, dispatch shelters/workstations and vehicular radios at all sites.

Activity 7.4 - Oversee Radio Coverage Testing

RCC will verify radio coverage performance by overseeing the vendor's coverage test setup, calibration and actual drive test measurements.

Activity 7.5 - Maintain Punch List Items

Task 8 – RCC will maintain a list of functional and installation-related deficiencies and make suggestions to the HCSOCS, Purchasing Department and the vendor on resolution methods when necessary. The project budget includes up to 32 hours for this task.

APPENDIX B

Best and Final Cost Proposal

Professional Fees and Expenses

RCC's Best & Final cost proposal has been prepared in conjunction with direction provided by the County's project team during our last meeting in Edinburg.

The cost proposal has been based on the following assumptions:

- RCC has assumed that the County will receive no more than three radio system proposals. We have included time for evaluation of up to three proposals.
- RCC has assumed that the Phase VI implementation will be completed within 12 months of execution of a contract with the successful vendor which is a reasonable assumption in projects of this size.
- RCC staff will attend one monthly on-site project meeting in Edinburg in each of the 12 months during implementation.
- RCC assumes that the County will not receive any vendor protests upon vendor selection. RCC has not included any time of fees to address protest issues. If a protest occurs, RCC can provide assistance in responding to the protest on a time and materials basis at the same hourly rates as in this proposal. RCC has an excellent record of avoiding protests, but cannot guarantee that a vendor will not protest an award. RCC has no direct control of the vendors.
- RCC has assumed that Coverage testing once the new system is on the air will require two weeks to complete, one week for drive testing and one week for portable radio testing in buildings. The successful vendor will provide all test equipment. RCC will monitor and oversee the testing for validity.
- RCC has assumed that the successful vendor will pass all of the Acceptance Tests the first time around and that re-testing won't be needed. If the vendor fails a test requiring retesting, additional testing time will be needed, depending on which test was failed. RCC has not included a contingency fund for retesting.
- Unexpected Tropical storms or Gulf Coast hurricanes that impact the Hidalgo County area could disrupt the project schedule.

Billing:

- Invoices will be issued to the County on a monthly basis for work done in the previous month
- Invoices are due within thirty (30) days. Payments not paid within 30 days may be assessed a late fee of 1.5% per month.
- Actual out-of-pocket expenses, if any, for travel, lodging, meals, and rental cars will be invoiced with professional fees and will be billed at actual plus an administrative fee of 10% to cover miscellaneous reimbursable expenses. RCC will utilize its corporate discounts whenever possible and will make every effort to ensure that such expenses are reasonable and necessary. An estimate of expenses has been included in our cost proposal. Note, with the high variability of airfares due to increased fuel costs, actual airfares may vary due to fare costs in effect at the time of travel. RCC will utilize its corporate discounts whenever possible to help minimize expenses.

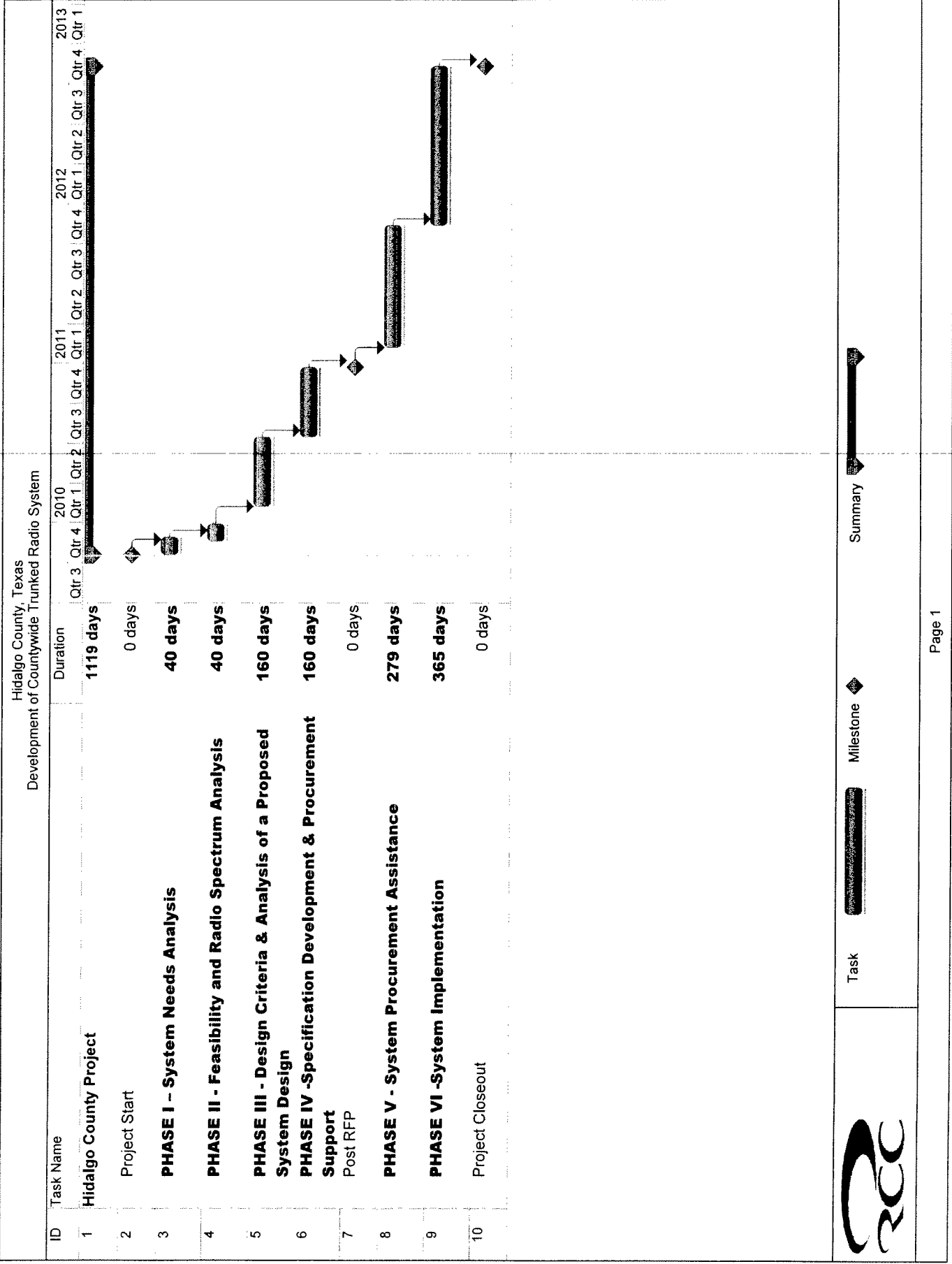
- To help be responsive to the County's needs, RCC reserves the right to move fees and expenses between project tasks as long as the total amount billed to the County does not exceed the contract amount for the project.
- Additional terms and conditions are subject to RCC Consultant's Services agreement which will be sent to the County in a separate document.

A breakdown of Professional Fees by Phase has been provided below.

PHASE I – System Needs Analysis	\$35,484.25
PHASE II - Feasibility and Radio Spectrum Analysis	\$32,992.50
PHASE III - Design Criteria & Analysis of a Proposed System Design	\$98,394.00
PHASE IV -Specification Development & Procurement Support	\$61,940.00
PHASE V - System Procurement Assistance	\$98,797.75
PHASE VI -System Implementation	\$149,447.50

APPENDIX C

Project Schedule



APPENDIX D

Hidalgo County Certificate of Insurance

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
7/9/2009

PRODUCER (973) 731-0806
Herbert L. Jamison & Co., LLC
100 Executive Drive
West Orange, NJ 07052-3362

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 RCC Consultants, Inc.
100 Woodbridge Center Drive, Suite 201
Woodbridge, NJ 07095-

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Great Northern Ins. Co. of New Jersey

INSURER B: Federal Insurance Company

124

INSURER C: Federal Insurance Company

INSURER D: Evanston Insurance Company

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 INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	3580-91-70	7/7/2009	7/7/2010	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 10,000
	☒ Contractual Liability				PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	☒ POLICY ☐ PRO-JECT ☒ LOC				
B	AUTOMOBILE LIABILITY	73528728	7/7/2009	7/7/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO				
	☐ ALL OWNED AUTOS				
	☐ SCHEDULED AUTOS				
	☒ HIRED AUTOS				BODILY INJURY (Per person) \$
	☒ NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				
	☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
B	EXCESS/UMBRELLA LIABILITY	79836868	7/7/2009	7/7/2010	EACH OCCURRENCE \$ 2,000,000
	☒ OCCUR ☐ CLAIMS MADE				AGGREGATE \$ 2,000,000
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	71710480	7/7/2009	7/7/2010	☒ WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Architects & Engineers E & O	AE-817523	7/7/2009	7/7/2010	Per Claim/Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

As respects the operations of the named insured, Hidalgo County is included as additional insured under General Liability if required by lease or contract and subject to policy terms and conditions.

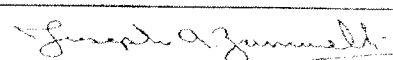
CERTIFICATE HOLDER

Hidalgo County Purchasing Department
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-18042

21.J.1.

**Renewal/Extension For Fiscal Years 2009-2010-Independent Audit-Burton
McCumber & Cortez (Juvenile Probation)**

CC REGULAR

Date: 10/20/2009

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department Purchasing only: Juvenile Probation

Information

CAPTION

- a. Acceptance and approval to exercise Hidalgo County's sole option to renew the "Independent Audit Services" for **Hidalgo County Juvenile Probation Fiscal Years 2009-2010**, as provided in the RFQ Requirements (RFQ No. 2007-422-11-21-VYG), and, if approved;
- b. Approval of the **"Letter Of Engagement"** (proposed fee for services and as reviewed by Executive Director, Israel "Buddy" Silva) for Fiscal Years 2009-2010.

BACKGROUND

Letter Of Engagement reviewed and approved by Mr. Israel (Buddy) Silva, Director/Chief Juvenile Probation Officer for the "Juvenile Probation".

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 1100-423-32-330-001-0-335

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Independent Audit Services for Hidalgo County Juvenile Probation (FY 2009 - 2010) will be paid in 2010 budget.

Attachments

Link: [Extension Letter](#)

Link: [Letter Of Engagement](#)

Link: [EXHIBIT A REQUIREMENTS](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/16/2009 10:40 AM	APRV
2	Budget & Management	Erika Zamora	10/16/2009 11:19 AM	APRV
3	Perla Lopez	Perla Lopez	10/16/2009 04:25 PM	APRV
4	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Vangie Garcia

Started On: 10/14/2009 04:45 PM



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

October 6, 2009

Burton McCumber & Cortez, L.L.P.
Ricky Longoria, Partner
205 Pecan Boulevard
McAllen, Texas 78501

Re: C-07-422-01-30-Independent Audit Services
"Fiscal Years 2007-2008"-Juvenile Probation

Dear Mr. Longoria:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the RFQ Specifications (RFQ No: 2007-422-11-21-VYG) for Fiscal Years 2009-2010. Please submit two (2) original "Letter Of Engagement" with your proposal/fee for services of fiscal years stipulated.

Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of October 20, 2009 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Friday, October 9, 2009, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____

Date: 10/7/09

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department



Burton McCumber & Cortez, L.L.P.
Certified Public Accountants & Management Consultants

205 Pecan Boulevard
McAllen, Texas 78501
Telephone 956/618-2300
Facsimile 956/618-2333
www.bmctexas.com

Offices In:
Brownsville
McAllen
Matamoros
Reynosa

October 13, 2009

County of Hidalgo –
Juvenile Probation Department
Attn: Board of Judges
Edinburg, Texas 78539

We will audit the combined balance sheet – regulatory basis of the Texas Juvenile Probation Commission Grant Funds of the County of Hidalgo as of August 31, 2009 and the related combining statements of revenues, expenditures and changes in fund balance – regulatory basis for the year then ended. Also the combined statement of revenues, expenditures and changes in fund balance – budget and actual – regulatory basis will be presented and considered additional information accompanying the basic financial statements and will be subjected to the auditing procedures applied in our audit of the financial statements upon which we will provide an opinion in relation to the basic financial statements.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with the basis of accounting used for reporting to the Texas Juvenile Probation Commission, which is a comprehensive basis of accounting other than U.S. generally accepted accounting principles. Our audit will be conducted in accordance with generally accepted auditing standards established by the Auditing Standards Board of the United States and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of County of Hidalgo Juvenile Probation Department Funds and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties.

If during our audit we become aware that Texas Juvenile Probation Commission Grant Funds of the County of Hidalgo is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will prepare a draft of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the Texas Juvenile Probation Commission Grant Funds of the County of Hidalgo in conformity with the basis of accounting used for reporting to the Texas Juvenile Probation Commission.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations, if any. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Texas Juvenile Probation Commission Grant Funds of the County of Hidalgo and its compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Board of Judges of the County of Hidalgo Juvenile Probation Department; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Burton McCumber and Cortez, LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to Texas Juvenile Probation Commission or its designee, a state or federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. If requested, access to such audit documentation will be provided under the supervision of Burton McCumber & Cortez, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Texas Juvenile Probation Commission. If we are aware that a state or federal awarding agency or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to issue our reports no later than March 1, 2010. Ricky Longoria is the engagement partner and is responsible for supervising the engagement and signing the report. We estimate that our fee will approximate \$23,500. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel to provide an adjusted trial balance for audit and assist in the timely preparation of audit schedules and information as requested. Also, we assume that unexpected circumstances will not be encountered during the audit.

If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate using the hourly rates outlined below before we incur the additional costs.

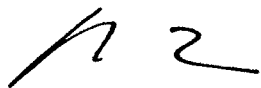
<u>Experience Level</u>	<u>Hourly Rate</u>
Partner	\$265
Manager	\$170
Supervisor/In-Charge	\$ 95
Staff	\$ 75

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2007 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the County of Hidalgo and the Board of Judges and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

BURTON MCCUMBER & CORTEZ, LLP



Ricky Longoria
Partner

* * *

RESPONSE:

This letter correctly sets forth the understanding of the County of Hidalgo Juvenile Probation Department and Board of Judges.

By: _____

Title: _____

Date: _____



WEAVER
AND
TIDWELL

L.L.P.

CERTIFIED PUBLIC
ACCOUNTANTS
AND CONSULTANTS

OCT 14 2008

To the Partners of
BURTON McCUMBER & CORTEZ, L.L.P.
and the Center for Public Company Audit Firms Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Burton McCumber & Cortez, L.L.P. (the firm) applicable to non-SEC issuers in effect for the year ended December 31, 2007. The firm's accounting and auditing practice applicable to SEC issuers was not reviewed by us since the Public Company Accounting Oversight Board (PCAOB) is responsible for inspecting that portion of the firm's accounting and auditing practice in accordance with PCAOB requirements. A system of quality control encompasses the firm's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of complying with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of Certified Public Accountants (the AICPA). The design of the system, and compliance with it, are the responsibilities of the firm. Our responsibility is to express an opinion on the design of the system, and the firm's compliance with that system based on our review.

Our review was conducted in accordance with standards established by the Peer Review Committee of the Center for Public Company Audit Firms and included procedures to plan and perform the review that are summarized in the attached description of the peer review process. Our review would not necessarily disclose all weaknesses in the system of quality control or all instances of lack of compliance with it since it was based on selective tests. Because there are inherent limitations in the effectiveness of any system of quality control, departures from the system may occur and not be detected. Also, projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice applicable to non-SEC issuers of Burton McCumber & Cortez, L.L.P. in effect for the year ended December 31, 2007, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA, and was complied with during the year then ended to provide the firm with reasonable assurance of complying with professional standards.

Weaver and Tidwell, LLP
WEAVER AND TIDWELL, L.L.P.

Dallas, Texas
June 19, 2008

Three Forest Plaza
12221 Merit Drive
Suite 1400
Dallas, Texas 75251-2280
972.490.1970
F 972.702.8321

WWW.WEAVERANDTIDWELL.COM

AN INDEPENDENT MEMBER OF
BAKER TILLY
INTERNATIONAL

DALLAS

OFFICES IN
FORT WORTH

HOUSTON

EXHIBIT A

REQUIREMENTS

**HIDALGO COUNTY JUVENILE PROBATION
REQUEST FOR QUALIFICATIONS**

INDEPENDENT AUDIT SERVICES

Hidalgo County Juvenile Probation is presently accepting statements of qualifications from interested Certified Public Accountants (CPAs) for the provision of "Independent Audit Services" for fiscal year ending in August 31, 2007. Hidalgo County Juvenile Probation intends to enter into a two-year audit engagement contract, with County's option to renew for two (2) additional one (1) year terms under the same rates, terms and conditions, with a state-registered (Texas) CPA Firm. Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Independent Audit Services-Hidalgo County Juvenile Probation Department"** as specified herein. Statements of Qualifications will be accepted un **9:30 A.M., Wednesday, November 21, 2007. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFQ Number: 2007-422-11-21-VYG
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFQ Number, Name And Acceptance Date.

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 S. Hwy. 281, Hidalgo County New Administration Building, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN** Wednesday, November 14, 2007 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, November 16, 2007. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

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

consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

PROPOSER'S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit "D") certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-COLLUSION:

Submitters, by submitting the signed Proposer's Affidavit, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

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

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from

other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

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

RFQ DELIVERY:

Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope.

SIGNING OF QUALIFICATIONS:

In order to be considered, all submittals **must** be signed. Please sign the original in [blue](#) ink.

WAIVING OF INFORMALITIES:

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

SUBCONTRACTING:

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

TERM OF CONTRACT:

The term of the agreement will be for an initial period of two (2) years with County's option to renew for two (2) additional one (1) year terms under the same rates, terms and conditions.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

CONTENTS:

The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

OVERVIEW:

The Independent Audit Services for Hidalgo County Juvenile Probation consists of “The Texas Juvenile Probation Commission requiring an audit to be completed annually in accordance with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAS) for all grant funds from the Commission. The audit report for the fiscal year ended August 31, 2007 must be mailed in sufficient time in order for the report to be received by the Commission on or before March 1, 2008 and in accordance with this document. Reports received after March 1, 2008 are considered delinquent and a “Non-Compliance Citation Report” will be issued for non-compliance and grant funds may be suspended.

FIRM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with a competent “Independent Certified Public Accounting Firm(s), registered and licensed to practice in the State of Texas, that has had experience in, but not limited to, the following areas:

- The Auditor must be a Certified Public Accountant (CPA) with a current license from the Texas State Board Of Public Accountancy. An accounting firm other than a sole practitioner must be licensed by the Texas State Board Of Public Accountancy.
- The Auditor or Audit Firm must submit along with the Statement of Qualifications, a copy of the current CPA License and a copy of the firm's current “Peer Review”.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. A list of clients to show experience in auditing governmental entities and in performing audits in accordance with the Single Audit Act Amendments of 1996. For each project, a current contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

PERSONNEL AND STAFFING:

Must supply a list of all potential servicing personnel with who would in any way be involved in the handling and/or assisting of the “Juvenile Probation-Independent Audit”. Any additional personnel to be involved at a later date must have resume submitted for prior consultation with “Juvenile Probation Department-Attention Buddy Silva”, with subsequent proposal for personnel to follow guidelines as provided herein. Resumes should include a summary of education, experience, licenses. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses and certifications as required by the State Of Texas, Hidalgo County and the Texas State Board Of Public Accountancy. All interested parties are required to furnish a certification or acknowledgment stating that the auditor/accountant is/are free from suspension or debarment pursuant to federal regulation 45CRF76. Certification forms is included in this packet and must be completed and submitted as part of the response on the RFQ. The participants should add copies of their current license from the Texas State Board of Public Accountancy.

SCOPE OF SERVICES:

The services required by Hidalgo County Juvenile Probation for an Independent Audit Services from Certified, Licensed Public Accountant, including but not limited to are as follows:

- Audit must be performed by a Certified Licensed Public Accountant
- Once selected, awarded firm must complete the audit by a deadline of **February 4, 2007**. Any extension for audit report date, can only be authorized and approved by Hidalgo County Juvenile Probation Chief Probation Officer-Buddy Silva. A copy of the "Audit Report" must be forwarded to the "Texas Juvenile Probation Commission" on or before March 1, 2008, by Juvenile Probation Department. If the "Audit Report" is not submitted by deadline of **February 4, 2008** by the awarded vendor to the Juvenile Probation Department, it will cause the department to be in **Non-Compliance** and probable cause for grant funds to be suspended.
- The Auditor's Engagement Letter shall state, among other things, that:
 - a) The audit will be performed in accordance with generally accepted auditing standards, Single Audit Act Amendments of 1996, Government Auditing Standards, and Government Accounting Standards Board (GASB) Statement No. 34;
 - b) The audit report will be completed in final form by February 4, 2008;
 - c) The awarded "CPA Firm" will utilize the "Requirements" submitted by the "Texas Juvenile Probation Commission listed as "Audit Requirements";
 - d) The number of auditors that will be assigned to the audit services.

FOR FURTHER DETAILED SCOPE OF SERVICES/REQUIREMENTS, PLEASE SEE THE "TEXAS JUVENILE PROBATION COMMISSION AUDIT REQUIREMENTS" ATTACHMENT.

INSURANCE:

All other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C" contained herein.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected for negotiations, proposer is to provide a fee proposal for the following scope of services/work, including the estimated number of hours and the audit cost proposal. A breakdown of the estimate hours and billing rates shall be submitted for all auditors, partners, support staff and owners involved in the audit.

The County reserves the right to negotiate with any and all audit firms that submit Statement of Qualifications as per the Texas Professional Service Procurement Act and the Uniform Grant and Contract Management Act of 1981. The County of Hidalgo is an Affirmative Action/Equal Opportunity Employer.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires **one (1) original submittal and seven (7) copies of the Statement of Qualifications (SOQ's).**

SECTION III -SELECTION AND SCHEDULES

EVALUATION SYSTEM:

The evaluation system consists of a 100-point system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms that have scored at least 80 points in order to finalize ranking. Such presentation will increment the total scoring points with up to 10 additional points for a maximum of 110 total scoring points.

Categories under the 100-Point Scoring System include the following listed criteria:

- 1) Professional Qualifications of team (20 Points)
- 2) Experience of Project Team/Availability to Commit Resources (25 Points)
- 3) Experience with similar projects within past five (5) years (20 Points)
- 4) Understanding of Project/Capability to meet schedules and deadlines (25 Points)
- 5) Familiarity with Applicable Rules and Regulations (10 Points)

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFQ.

SELECTION PROCEDURES:

The RFQ shall be submitted according to the schedule below. The respondent should be able to submit a cost proposal on short notice at a later time after qualifications.

RFQ SUBMITTED TO: An original and seven (7) copies of RFQs should be submitted to:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

RFQ SCORING AND PROPOSAL RANKING:

- (A) Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score and evaluate the written Statements of Qualifications (SOQ's) received in response to this Hidalgo County Juvenile Probation Request For Qualifications.
- (B) After the SOQ's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking. However, as detailed in the Selection Criteria, at the sole discretion of Commissioner's Court, a presentation may be requested from the participating firms that have scored at least 80 points in order to complete and finalize the ranking of the firms.

NEGOTIATION PROCESS:

After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. The

County Commissioner's Court will then enter into negotiations process with the top ranked firm for the purpose of reaching an agreement. After an agreement is reached and negotiation efforts are successful, a contract/letter of engagement in an approved County format will be drafted and executed with the firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County Of Hidalgo reserves the right to reject any and all RFQs.

TERMINATION OF SERVICES:

Any contract awarded to a qualified "Independent Certified Public Accountant" will be in effect until **(a) the contract expires, (b) performance of all services ordered, or (c) terminated by County with ninety (90) day's written notice prior to cancellation, (d) or until County has engaged the services of a new "Independent Certified Public Accountant".**

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, November 21, 2007.** All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

AI-18020

21.K.1.

**DATA WAREHOUSING OF HIDALGO COUNTY COMMISSIONERS COURT
MINUTES
CC REGULAR**

Date: 10/20/2009
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** County Clerk

Information

CAPTION

a. Presentation of the sole response received from PropertyInfo Government Services for the purposes of ranking by CC as "qualified" in order to proceed to the next phase of the proposal process for: Data Warehousing of Hidalgo County Commissioners Court Minutes RFP. No. 2009-346-09-30-otm as required by the Hidalgo County Clerk's Office;

b. Requesting authority for Purchasing Department to enter into negotiations with the sole qualified proposer PropertyInfo Government Services in order to finalize a contract for consideration and award for "Data Warehousing of Hidalgo County Commissioners Court Minutes" for Hidalgo County Clerk's Office.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1237-415-40-180-003-0-350
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funds in the amount of \$8,400.00 available as of 10/16/09.

Attachments

Link: [acceptance sheet](#)

Link: [evaluation grid](#)

Link: [participation log](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/15/2009 03:25 PM	APRV
2	Budget & Management	Erika Zamora	10/15/2009 03:27 PM	APRV
3	Sylvia Solis	Sylvia Solis	10/16/2009 09:31 AM	APRV
4	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Olga Montero
Started On: 10/14/2009 01:23 PM
Final Approval Date: 10/16/2009

**HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET**

DEPARTMENT NAME: HIDALGO COUNTY CLERK'S OFFICE

PROPOSAL ACCEPTANCE DATE:
SEPTEMBER 30, 2009

PROPOSAL ACCEPTANCE TIME: 9:30 A.M.

**DESCRIPTION OF PROPOSAL: DATA WAREHOUSING OF HIDALGO COUNTY
COMMISSIONERS COURT MINUTES**

PROPOSAL NO: 2009-346-09-30-OTM

RFP#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE
#01	PropertyInfo Government Services 5730 NW Parkway #100 San Antonio, Texas 78249	√
#02		
#03		
#04		

-EVALUATION/GRADING GRID
RFP NO: 2009-346-09-30-otm

**HIDALGO COUNTY CLERK'S OFFICE -"DATA WAREHOUSING OF
HIDALGO COUNTY COMMISSIONERS COURT MINUTES"**

EVALUATION CRITERIA	GRADERS				
	1	2	3	4	5
1. Understanding the Services/Methodology Company must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo.	20	20	20	25	25
2. Ability to commit to all services requested Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.	25	20	30	30	25
3. Ease of Support System and Response Time Ease of communicating with company's support system and the company's ability to have trained response team/person at service site. Qualified/trained response team (person) should be able to evaluate, diagnose and/or begin service immediately.	20	20	15	20	15
4. Cost Fees and Warranty -in considering proposals Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour.	20	20	15	20	25
TOTAL	85	80	80	95	90
AVERAGE	86				
RANKINGS (UPON REVIEW AND APPROVAL BY HIDALGO COUNTY COMMISSIONERS COURT)					

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS**

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: SEPTEMBER 30, 2009

RFP ACCEPTANCE TIME: **9:30 A.M.**

DEPARTMENT/PROPOSAL DESCRIPTION: **HIDALGO COUNTY CLERK'S OFFICE – "DATA
WAREHOUSING OF HIDALGO COUNTY COMMISSIONERS COURT MINUTES"**

RFP NO: **2009-346-09-30-OTM**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
Mobius Partners Enterprise Solutions (KatieSchmitz)	Email	Olga M.	09/24/09	837 Isom Road San Antonio, TX 78216 katies@mibiuspartners.com Tel(210) 979-0380 office
P3 Inc. (Troy Krueger)	Email	Olga M.	09/21/09	3201 150 th Street Urbandale, IA 50323 Tel (515) 987-9998 Troy.krueger@p-3-inc.com
CTC Distributing	Email	Olga M.	09/17/09	Kelly Madden k_madden@ctcdistributing.com
PROGNOZ	Email	Olga M.	09/17/09	Mike Donnelly Michael.donnelly.jr@gmail.com
Assurance Tek, Inc	Email	Olga M.	09/16/09	Steven W. Smith Steve.smith@assurancetek.com
Speed Track	Email	Olga M.	09/16/09	Cindi Bierwerth cindi@speedtrack.com
Smartcom Internet	Email	Olga M.	09/16/09	600 Ash Ave McAllen, TX 78501 Tel (956) 213-1132 stevem@sc2000.net
Sybase, INC	Email	Olga M.	09/16/09	69030 Rockledge Drive Bethesda, Maryland, 20817 Tel (301) 896-1029
Logan Britton, INC	Email	Olga M.	09/16/09	Tom Quintal Tel (978) 988-7778 x223 tquintal@loganbritton.com
Metatomix, INC	Email	Olga M.	09/16/09	Marc Yablonsky Tel (781) 907-6738 myablonsky@metatomix.com
Property Info. Government Services	Email	Olga M.	9/16/09	5730 NW Parkway #100 San Antonio, Tx 782-49 Kyle Chaney Tel:210-477-4101 Kyle.chaney@propertyinfo.com