

AI-21108

6.D.

**Claim of Alberto Dela Cerda
CC REGULAR**

Date: 05/11/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of Alberto Dela Cerda

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/06/2010 01:11 PM	APRV
2	Budget & Management	Erika Zamora	05/06/2010 02:29 PM	APRV
3	Budget & Management	Erika Zamora	05/06/2010 02:32 PM	APRV
4	Auditor's Office		05/07/2010 05:16 PM	NEW

Form Started By: Aida Alvarez
Started On: 05/06/2010 10:21 AM
Final Approval Date: 05/07/2010

AI-21110

6.E.

Claim of Jose Juan Trevino

CC REGULAR

Date: 05/11/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of Jose Juan Trevino

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/06/2010 01:11 PM	APRV
2	Budget & Management	Erika Zamora	05/06/2010 02:32 PM	APRV
3	Budget & Management	Angela Garcia	05/06/2010 02:38 PM	APRV
4	Auditor's Office		05/07/2010 05:16 PM	NEW

Form Started By: Aida Alvarez
Started On: 05/06/2010 10:26 AM
Final Approval Date: 05/07/2010

AI-21134

6.F.

**EEOC Charge: 846-2010-26913; Celina Garcia v. Hidalgo County
CC REGULAR**

Date: 05/11/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Closed Session

Information

CAPTION

EEOC Charge: 846-2010-26913; Celina Garcia v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/07/2010 03:28 PM	APRV
2	Budget & Management	Erika Zamora	05/07/2010 03:40 PM	APRV
3	Budget & Management	Erika Zamora	05/07/2010 03:43 PM	APRV
4	Auditor's Office		05/07/2010 05:16 PM	NEW

Form Started By: Monica Badillo
Started On: 05/07/2010 02:49 PM
Final Approval Date: 05/07/2010

AI-21139

6.G.

**C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo
CC REGULAR**

Date: 05/11/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Closed Session

Information

CAPTION

C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/07/2010 04:11 PM	APRV
2	Budget & Management	Erika Zamora	05/07/2010 04:14 PM	APRV
3	Budget & Management	Erika Zamora	05/07/2010 04:14 PM	APRV
4	Auditor's Office		05/07/2010 05:16 PM	NEW

Form Started By: Monica Badillo
Started On: 05/07/2010 03:55 PM
Final Approval Date: 05/07/2010

AI-21109

7.D.

**Claim of Alberto Dela Cerda
CC REGULAR**

Date: 05/11/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of Alberto Dela Cerda

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/06/2010 01:11 PM	APRV
2	Budget & Management	Erika Zamora	05/06/2010 02:32 PM	APRV
3	Budget & Management	Erika Zamora	05/06/2010 02:32 PM	APRV
4	Auditor's Office		05/07/2010 05:16 PM	NEW

Form Started By: Aida Alvarez
Started On: 05/06/2010 10:23 AM
Final Approval Date: 05/07/2010

AI-21111

7.E.

Claim of Jose Juan Trevino

CC REGULAR

Date: 05/11/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of Jose Juan Trevino

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/06/2010 01:11 PM	APRV
2	Budget & Management	Angela Garcia	05/06/2010 02:39 PM	APRV
3	Budget & Management	Angela Garcia	05/06/2010 02:40 PM	APRV
4	Auditor's Office		05/07/2010 05:16 PM	NEW

Form Started By: Aida Alvarez
Started On: 05/06/2010 10:27 AM
Final Approval Date: 05/07/2010

AI-21135

7.F.

**EEOC Charge: 846-2010-26913; Celina Garcia v. Hidalgo County
CC REGULAR**

Date: 05/11/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Open Session

Information

CAPTION

EEOC Charge: 846-2010-26913; Celina Garcia v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/07/2010 03:28 PM	APRV
2	Budget & Management	Erika Zamora	05/07/2010 03:39 PM	APRV
3	Budget & Management	Erika Zamora	05/07/2010 03:40 PM	APRV
4	Auditor's Office		05/07/2010 05:16 PM	NEW

Form Started By: Monica Badillo
Started On: 05/07/2010 02:50 PM
Final Approval Date: 05/07/2010

AI-21140

7.G.

**C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo
CC REGULAR**

Date: 05/11/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Open Session

Information

CAPTION

C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/07/2010 04:11 PM	APRV
2	Budget & Management	Erika Zamora	05/07/2010 04:14 PM	APRV
3	Budget & Management	Erika Zamora	05/07/2010 04:14 PM	APRV
4	Auditor's Office		05/07/2010 05:16 PM	NEW
Form Started By: Monica Badillo			Started On: 05/07/2010 03:56 PM	
Final Approval Date: 05/07/2010				

AI-21105

11.A.

**Regional Solid Waste Grant- LRGVDC
CC REGULAR**

Date: 05/11/2010
Submitted By: Rachel Cavazos, CONSTABLE PCT. #3
Submitted For: Larry Gallardo
Department: CONSTABLE PCT. #3
Agenda Category: Constables

Information

CAPTION

Constable Pct. #3:

1. Authorization and approval to submit application for the Regional Solid Waste Grant to the Lower Rio Grande Valley Development Council for Constable Precinct #3 Office.
2. Approval of Resolution supporting the Regional Solid Waste Grant Application for the Constable Precinct # 3 Office.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010
FUNDS AVAILABLE Y/N?: n/a
BUDGETARY IMPACT:
No budgetary impact. rc

ACCT. #: n/a
MATCHING FUNDS Y/N?:

Attachments

Link: [Blank Grant Application](#)

Link: [Resolution](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/06/2010 01:11 PM	APRV
2	Budget & Management	Erika Zamora	05/06/2010 02:17 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	05/06/2010 04:48 PM	APRV
4	Budget & Management	Angela Garcia	05/07/2010 08:09 AM	APRV
5	Auditor's Office		05/07/2010 05:16 PM	NEW

Form Started By: Rachel Cavazos
Started On: 05/06/2010 09:18 AM
Final Approval Date: 05/07/2010

The Lower Rio Grande Valley Development Council
In Cooperation with the Texas Commission on Environmental Quality
SOLID WASTE GRANT APPLICATION FORM

Check one: ☐ FY 10 ☐ FY 11

Please type or legibly print the application. Typing is preferred. Use no smaller than a 10-point font.

Applicant Information	
Applicant/Receiving Party:	Department/Division:
Primary Project Contact - Authorized Representative:	Project Contact Title:
Street Address (No PO Boxes)	Primary Project Contact's Direct Telephone/Fax:
City State Zip Code	Email Address
Primary Financial Contact - Authorized Representative:	Financial Contact Title:
Street Address (No PO Boxes)	Primary Financial Contact's Direct Telephone/Fax:
City State Zip Code	Email Address

Other Participating Entities - Regional Projects - New Projects
New Projects - All new projects never been funded automatically receive 10 points. ☐ Yes (up to 10 points in scoring) ☐ No (0 points)

Grant/Project Information (Pick ONE Category Only)	
☐ Local Enforcement ☐ Source Reduction and Recycling ☐ Education and Training ☐ Litter and Illegal Dumping Cleanup and Community Collection Events	☐ Citizens' Collection Stations and "Small" Registered Transfer Stations ☐ Local Solid Waste Management Plans ☐ Other
Proposed Funding: Grant Request: \$ _____ Applicant's Match: \$ _____ Total Project Amount: \$0 _____	Estimated Project Timeframe:

BRIEF Project Description: <i>(Describe your project in 10 words or less.)</i>

Please review the Certifications and Assurances and sign the application on the top of page 2.

Signature	
By the following signature, the Applicant certifies that it has reviewed the certifications, assurances and deliverables included in this application, that all certifications are true and correct, that assurances have been reviewed and understood, and that all required deliverables are included with this application submittal.	
Signature:	Title:
Typed/Printed Name:	Date Signed:

Certifications:

In order to receive grant funds under this program, the proposed project must conform to the provisions set forth in the Request for Applications (RFA). The following certifications are intended to help LRGVDC ensure that these provisions are met. By signing this Application, the person acting on behalf of the Applicant makes the certifications listed below.

1. Authority to Sign Application

The person signing this Application hereby certifies that he/she has authority from the Applicant to sign the Application and that such authority will bind the Applicant in subsequent agreements.

2. Application Contains No False Statements

Applicant certifies that this Application has no false statements and that the Applicant understands that signing this Application with a false statement is a material breach of contract and shall void the submitted Application and any resulting contracts. The Applicant understands that LRGVDC will not accept any amendment, revision, addition or alteration to this Application after the final date and time for submission.

3. Governmental Status

Applicant certifies that it is located in the State of Texas and fits within one of the governmental classifications listed below, as determined under state law:

- a. City
- b. County
- c. Public school district (not including Universities or post secondary educational institutions).
- d. Other general and special law district with the authority and responsibility for water quality protection or municipal solid waste management, including river authority
- e. Council of Government

4. Conformance to Standards

The Applicant certifies to the best of their knowledge and ability that the proposed project, including all activities in the application, conforms to the eligible category standards and allowable expense and funding standards as set forth in the Request for Applications.

5. Solid Waste Fee Payments

Applicant certifies that it is not delinquent in payment of solid waste disposal fees owed by the State of Texas.

6. Consideration of Private Industry

The following certification only applies if the project is under one of the following grant categories:

- a. Source Reduction and Recycling
- b. Citizens' Collection Stations and "Small" Registered Transfer Stations
- c. A demonstration project under the Educational and Training Projects category

Applicant certifies that it has notified private service providers in accordance with the requirements set forth in the Request for Applications and the instructions provided with this application form. Applicant further certifies to the best of their knowledge and ability that the proposed project will promote cooperation between public and private entities, is not otherwise readily available, and will not create a competitive advantage over a private industry that provides recycling or solid waste services.

7. Consistency with Regional Solid Waste Management Plan Amendment

Applicant certifies to the best of their knowledge and ability that the proposed project is consistent with applicable goals, objectives, and recommendations LRGVDC's adopted regional solid waste management plan amendment.

8. Technical Feasibility

Applicant certifies that it has carefully reviewed its Application and that to the best of their knowledge and ability all activities are technically feasible and can be satisfactorily completed within the grant period as set forth in the Request for Applications.

9. Costs Reasonable and Necessary

Applicant certifies to the best of their knowledge and ability that the proposed project activities in the Application and the expenses outlined in the Budget are reasonable and necessary to accomplish the project objectives, and that the proposed expenses are consistent with the costs of comparable goods and services.

10. Certification by Law Enforcement Programs

If the Applicant is a law enforcement entity regulated by Chapter 415 of the Government Code, the Applicant certifies that it is in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) pursuant to Chapter 415, Government Code; or that it is in the process of achieving compliance with such rules. If compliance is pending, a certification from TCLEOSE must be attached to indicate that the Applicant is in the process of achieving compliance with the rules.

Assurances

If the application is approved for funding, the grant funds will be awarded through a contract between the Applicant and LRGVDC. The grant contract will contain a number of standards, requirements, and processes that must be complied with as a condition of receiving the grant funds. In order to ensure an understanding by the Applicant of some of the main conditions that will be included in the contract, the Applicant is asked to review the following assurances. By signing this Application, the person acting on behalf of the Applicant indicates their understanding of these conditions and provides assurances that these and other conditions set forth in the grant contract will be adhered to if funding is awarded.

1. Compliance with Standards Pertaining to Real Property and Equipment

Applicant provides assurances that, if funded, the Applicant will comply with the contract provisions pertaining to title to and management of real property and equipment. The contract will contain obligations and conditions regarding the use of equipment and/or facilities (the "property") acquired under the agreement. Included in the provisions are obligations to provide adequate maintenance and conduct physical property inventories; restrictions and conditions on the use, replacement, sale, or transfer of the property; and obligations to continue to adhere to the provisions that grant funds not be used to create a competitive advantage over private industry, in the use or transfer of the property.

2. Participation in LRGVDC/TCEQ Surveys and Reporting

Applicant provides assurances that, if funded, the Applicant will respond to surveys and/or other requests from LRGVDC or the TCEQ for information on municipal solid waste management activities.

3. Compliance with Progress and Results Reporting Requirements

Applicant provides assurances that, if funded, the Applicant will comply with requirements for: reporting on the progress of the project tasks and deliverables; documenting the results of the project and providing those results to LRGVDC on a schedule established by LRGVDC, and additionally, to continue to document the results of the project activities for the life of the project; and to provide LRGVDC with a follow-up results report approximately one to two years after the end of the grant term.

4. Financial Management

Applicant provides assurances that, if funded, the Applicant will comply with contract provisions and requirements necessary to ensure that expenses are reasonable and necessary, and to adhere to financial administration and reimbursement procedures and provide financial reports on a schedule established by LRGVDC.

5. Compliance with Americans with Disabilities Act

Applicant provides assurances that, if funded, the Applicant will comply with all the applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (Pamph.1995).

6. Compliance with the Single Audit Act

Applicant provides assurances that, if funded, the Applicant will comply with the Single Audit Act as defined by the Uniform Grant Management Standards (UGMS), January 1998.

7. Compliance with Program and Fiscal Monitoring

Applicant provides assurances that, if funded, the Applicant will comply with program and fiscal monitoring provisions of the contract, including: providing additional reports or information as may be requested to adequately track the progress of the project; and allowing site visits to evaluate the progress of the project and to view any grant-funded equipment or facility.

Grant Budget Summary

[Click Here to Go To Grant Budget Summary Instructions](#)

Budget Categories	Funding Request
1. Personnel (Salary)	0.00
2. Fringe Benefits	0.00
3. Travel	0.00
4. Supplies (unit cost of less than \$1,000)	0.00
5. Equipment (unit cost of \$5,000 or more)	0.00
6. Construction	0.00
7. Contractual (other than for Construction)	0.00
8. Other	0.00
9. Indirect charges	0.00
TOTAL	0.00

10. Fringe Benefit Rate:	
11. Indirect Cost Rate:	

1. Personnel (Salary)					
Position	Function	Status FT/PT, perm/temp	Monthly Salary	Time (%FTE)	Salary Request
					0.00
					0.00
					0.00
					0.00
					0.00

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

3. Travel			
Position	Destination	Purpose	Travel Request

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

4. Supplies (Unit cost of less than \$1,000)		
Description	Purpose	Supply Request

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

5. Equipment (Unit price of \$5,000 or more)		
Description	Purpose	Equipment

Narrative: (In any category where funding is requested, the Narrative must be completed.)

6. Construction			
Description	Purpose	Sub-Contracted (Y/N)	Construction

Narrative: (In any category where funding is requested, the Narrative must be completed.)

7. Contractual		
Contractor	Purpose	Contractual

Narrative: (In any category where funding is requested, the Narrative must be completed.)

8. Other			
Type Other	Description	Purpose	Other Request
Postage/Delivery			
Telephone/Fax			
Utilities			
Printing/Reproduction			
Advertising/Public Notices			
Signage			
Training/Registration Fees			
Dues/Membership Fees			
Record Storage			
Office Space			
Basic Office Furnishings			
Equipment Rentals			
Books/Subscriptions			
Repair/Maintenance			
Legal Services			
Temporary Services			
Narrative: (In any category where funding is requested, the Narrative must be completed.)			

Type Other (Cont.)	Description	Purpose	Unit Cost	No. of Units	Other Request
Recycling Bins					0.00
Recycling Bins					0.00
Personal Protective Equip.					0.00
Personal Protective Equip.					0.00
Personal Protective Equip.					0.00
Computer Hardware					0.00
Computer Software					0.00
Audio/Visual Equipment					0.00
Audio/Visual Equipment					0.00
Audio/Visual Equipment					0.00
Promotional Item					0.00
Promotional Item					0.00
Promotional Item					0.00
Other Equip. (<\$5,000)					0.00
Other Equip. (<\$5,000)					0.00
Other Equip. (<\$5,000)					0.00
Additional Other					0.00
Additional Other					0.00
Additional Other					0.00
Narrative: (In any category where funding is requested, the Narrative must be completed.)					

Project Merits and Need (Up to 45 Points): PLEASE LIMIT YOUR PROJECT NARRATIVE TO 1 PAGE. Page limitation does not apply to attachments.

Project Title:

Program Objective and Summary (use all four boxes if necessary): List specific objectives. Provide a scope of work with schedule of deliverables for the proposed project or program. As concisely as possible, provide tasks, describe the major steps, identify responsible entities and establish a specific time frame. Suggested format for scope of work:

Task 1:

a. Activity:

Schedule of activity:

Task 2:

b. Activity:

Schedule of activity:

Task 3:

c. Activity:

Schedule of activity:

Project Service Area: (Indicate the area/geography (city, county, or other jurisdictions) covered by the project. If project will only affect a portion of your area, please indicate which portion will be affected. Please attach map if applicable.)

Public Information: (How will your project be publicized? How will the public be involved in your project?)

Project Status/Feasibility: (Include progress or agreements made regarding this project so far, as well as staff qualifications. Indicate whether this is a startup or existing project. Briefly describe how project effectiveness will be measured.)

Local Match and Commitment (Up to 30 Points): PLEASE LIMIT YOUR LOCAL RESOURCES NARRATIVE TO 1 PAGE. Page
limitation does not apply to attachments.

Intention to Sustain the Project (use all four boxes as necessary): (Describe how applicant intends to sustain the project or program after grant funding is exhausted.)

Matching Funds or In-Kind Services (use all four boxes as necessary): (Explain in detail the application to this project of any matching funds or in-kind services to be provided by the applicant, as directly related to the proposed project. This description correlates to the amount entered on page one of this application. Matching funds or in-kind services are not included in the Grant Budget Summary or Grant Request.)

Supporting Documentation: (Please list. Place copies of letters, resolutions, etc. in Attachments. Attachments do not count toward page limitations.)

Project Cost Evaluation (Up to 15 Points): PLEASE LIMIT YOUR PROJECT COST EVALUATION TO 1 PAGE. Some of the requested information may not be applicable to all proposed projects, contact LRGVDC staff for clarification if necessary.

Target Population to be Served by Project:

Please name all participating communities that will be served by or benefit from the proposed project. This may be a subset of your municipality. If the project will affect only a portion of your area, please include only that portion in your target population.

Cost Per Impacted Capita:

Please explain calculations. Divide grant request by population served.

Amount to be processed and volume displaced from the landfill, if applicable:

Please explain calculations.

Cost Per Ton Processed, if applicable:

Please explain calculations. Divide grant request by tons processed.

Landfill Costs Saved, if applicable:

Please explain calculations. Multiply tons diverted by landfill tipping fee. Use average if actual is unknown.

Clean-up Costs Saved, if applicable:

Please explain calculations.

Poor Performance Deduction (Subtract 10 points): PLEASE LIMIT TO 1 PAGE. LRGVDC reports will also be used.

Evaluation of Consistency with Regional Solid Waste Management Plan Amendment: THIS SECTION MUST BE COMPLETE IN ORDER TO BE CONSIDERED FOR GRANT FUNDING.

Is proposed project consistent with LRGVDC's regional plan amendment? (Briefly describe how the proposed project will support the regional plan amendment, indicating which goal is supported.)

Private Industry Notification: List of Other Entities Which Provide a Similar or Related Service FOR PROJECT TYPES LISTED. THIS SECTION MUST BE COMPLETE IN ORDER TO BE CONSIDERED FOR FUNDING

This section is applicable only to the following grant categories:

- a. Source Reduction and Recycling
- b. Citizens' Collection Stations and "Small" Registered Transfer Stations
- c. A demonstration project under the Education and Training project category

According to state law, a project or service funded under this program must promote cooperation between public and private entities (by definition includes non-profit organizations), and may not be otherwise readily available or create a competitive advantage over a private industry (by definition includes non-profit organizations) that provides recycling or solid waste services. *If the proposed project provides a service*, in the space below, list all entities, private and public, in the affected geographic area known to provide a similar or related service. Please attach additional pages if needed.

Private Service Providers Contacted	Telephone	Date Notified	Summary

Have you contacted your County and Neighboring Jurisdictions to see if they provide a similar service?

County/Neighboring Jurisdiction	Contact Name	Date of Contact	Summary

List similar programs that you have visited and/or researched.

County/Neighboring Jurisdiction	Contact Name	Date of Contact	Summary

RESOLUTION

RESOLUTION OF COUNTY OF HIDALGO AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT (LOCAL ENFORCEMENT, SOURCE REDUCTION AND RECYCLING, AND EDUCATION AND TRAINING PROJECTS); AUTHORIZING CONSTABLE LAZARO "LARRY" GALLARDO JR. TO ACT ON BEHALF OF COUNTY OF HIDALGO IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED THE COUNTY OF HIDALGO WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE STATE OF TEXAS.

WHEREAS, the Lower Rio Grande Valley Development Council is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation the COG's adopted regional solid waste management plan; and

WHEREAS, The County of Hidalgo in the State of Texas is qualified to apply for grant funds under the Request for Applications.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY OF HIDALGO IN EDINBURG TEXAS;

1. That Constable Lazaro "Larry" Gallardo Jr. is authorized to request grant funding under the Lower Rio Grande Valley Development Council Request for Applications of the Regional Solid Waste Grants Program and act on behalf of the County of Hidalgo in all matters related to the grant application and any subsequent grant contract and grant project that may result.
2. That if the project is funded, The County of Hidalgo will comply with the grant requirements of the Lower Rio Grande Valley Development Council, Texas Commission on Environmental Quality and the State of Texas.
3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.
4. That activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

PASSED AND APPROVED by Hidalgo County Commissioner's Court in Edinburg, Texas, on this the 11th day of May, 2010.

Notary:

(Signature of Authorized Official)

(Signature)

Rene Ramirez

(Typed or Printed Name)

(Type or Printed Name)

County Judge

(Title)

(Commission Expires)

AI-21095

11.B.

**Reimbursement to employee- fuel
CC REGULAR**

Date: 05/11/2010

Submitted By: Joel Rivera, CONSTABLE PCT. #4

Submitted For: Joel Rivera

Department: CONSTABLE PCT. #4

Agenda Category: Constables

Sub-category: Constables

Information

CAPTION

Constable Pct. #4:

Pursuant to the fuel policy, requesting approval to reimburse Deputy Constable Jaime T. Cano, employee no. 139386 for the purchase of fuel for a County issued vehicle (unit #414) in the amount of \$59.00 with authority for County Treasurer to issue payment/check after Auditors processing procedures are completed.

BACKGROUND

Fuel expense incurred as a result of a fuel card that failed and was subsequently replaced.

Affidavit to be provided Monday morning.

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-421-00-294-001-0-626

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$8,316.00 Available balance as of 04/06/10.

Affidavit to be provided Monday Morning

Attachments

Link: [fuel receipt](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/06/2010 01:11 PM	APRV
2	Budget & Management	Erika Zamora	05/06/2010 01:56 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	05/06/2010 04:45 PM	APRV
4	Budget & Management	Erika Zamora	05/07/2010 08:02 AM	APRV
5	Rosalinda Cantu	Angela Garcia	05/07/2010 08:09 AM	APRV
6	Auditor's Office		05/07/2010 05:16 PM	NEW

Form Started By: Joel Rivera

Started On: 05/05/2010 03:52 PM

Final Approval Date: 05/07/2010

Stripes 2214

9224 E HWY 107
EDINBURG, TX
956-388-1487

TP48582321-001 STRIPES 2214
HWY 107 • VALVERDE
EDINBURG TX 78

Descr.	qty	amount
UNLD CA #14	21.8616	59.00
SELF @ 2.689/ G		
Subtotal		59.00
Tax		0.00
TOTAL		59.00
VOID TICKET		

THANKS, COME AGAIN

ST# 2214 TILL XXXX DR# 1 TRAN# 1014465
CSH: 9 03/31/10 20:09:58

Stripes 2214

9224 E HWY 107
EDINBURG, TX
956-388-1487

unit # 414

TP48582321-001 STRIPES 2214
HWY 107 • VALVERDE
EDINBURG TX 78

Descr.	qty	amount
<CUSTOMER COPY>		
UNLD CA #14	21.8616	59.00
SELF @ 2.689/ G		
Subtotal		59.00
Tax		0.00
TOTAL		59.00
DEBIT \$		59.00

CARD TYPE: DEBIT
CARD NAME: JAIME T CAND
ACCT NUMBER: XXXXXXXXXXXXX8971
TRANS TYPE: SALE
APPROVAL: 186013
INVOICE: 098951
AMOUNT: 59.00

*mileage
11435
R #412*

APPROVED 186013

THANKS, COME AGAIN

ST# 2214 TILL XXXX DR# 1 TRAN# 1031884
CSH: 5 03/31/10 20:19:04

AI-21065

12.A.

Proclamation - Foster Care Month
CC REGULAR

Date: 05/11/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For: Nora Salinas-Flores
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: County Judge's Office

Information

CAPTION

Approval of Proclamation proclaiming the month of May 2010 as "Foster Care" Month

BACKGROUND

May Foster Care Month Sample Proclamation.

Thank you,
Nora Salinas-Flores
Child Protective Services
Foster Home/Adoption
Specialist IV
(956) 969-9225

Fiscal Impact

Attachments

Link: [sample](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/05/2010 02:04 PM	APRV
2	Auditor's Office		05/07/2010 05:16 PM	NEW
Form Started By: Monica Badillo			Started On: 05/04/2010 08:57 AM	
Final Approval Date: 05/07/2010				



Sample Proclamation: May is Foster Care Month

Foster Care Month May 2010

WHEREAS, the family, serving as the primary source of love, identity, self-esteem and support, is the very foundation of our communities and our State, and

WHEREAS, in [State/City/County] there are _____ children and youth in foster care being provided with a safe, secure and stable home along with the compassion and nurture of a foster family, and

WHEREAS, all young people in foster care need a meaningful connection to a caring adult who becomes a supportive and lasting presence in their lives, and

WHEREAS, foster, kinship and adoptive families, who open their homes and hearts and support children whose families are in crisis, play a vital role in helping children and families heal and reconnect thereby launching young people into successful adulthood, and

WHEREAS, dedicated foster families frequently adopt foster children, resulting in a greater need for more foster families, and

WHEREAS, there are numerous individuals, public and private organizations who work to increase public awareness of the needs of children in and leaving foster care as well as the enduring and valuable contribution of foster parents, and the foster care “system” is only as good as those who choose to be part of it,

NOW, THEREFORE, I, _____, by virtue of the authority vested in me as [Governor/Mayor] of [State/City/County], do hereby proclaim May as FOSTER CARE MONTH in [State/City/County] and urge all citizens to come forward and do something positive that will help *change a lifetime* for children and youth in foster care.

#

National Foster Care Month is a partnership of The Annie E. Casey Foundation/Casey Family Services; American Public Human Services Association/National Association of Public Child Welfare Administrators; Casey Family Programs; Black Administrators in Child Welfare; Children's Bureau, Administration for Children and Families; U.S. Department of Health and Human Services; Children's Rights; Child Welfare League of America; Foster Care Alumni of America; FosterClub; Foster Family-Based Treatment Association; Jim Casey Youth Opportunities Initiative; National Association of Social Workers; National Association of State Foster Care Managers; National CASA; National Foster Care Coalition; National Foster Parent Association; National Indian Child Welfare Association; National Resource Center for Family Centered Practice and Permanency Planning, a service of the Children's Bureau; Orphan Foundation of America; Voices for America's Children.

AI-21077

12.B.

**Proclamation - Elder Abuse
CC REGULAR**

Date: 05/11/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For: Gustavo Salinas
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: County Judge's Office

Information

CAPTION

Approval of Proclamation proclaiming the month of May as "Elder Abuse Prevention" Month

BACKGROUND

Gustavo Salinas
Community Initiatives Specialist, Region 11
Adult Protective Services
2520 S. Veterans Blvd.
Edinburg, TX 78539
956.316. 8348 phone
210.304.7770 FAX

gustavo.salinas@dfps.state.tx.us

Fiscal Impact

Attachments

Link: [proclamation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/05/2010 02:05 PM	APRV
2	Auditor's Office		05/07/2010 05:16 PM	NEW
Form Started By: Monica Badillo			Started On: 05/04/2010 05:12 PM	
Final Approval Date: 05/07/2010				

Proclamation

WHEREAS, People who are elderly or have disabilities have contributed to the general welfare of this (state, city, community) by helping to preserve customs, convictions, and traditions of many people from diverse backgrounds; and

WHEREAS, These residents are vital and integral members of our society and their wisdom and experience have enriched our lives; and

WHEREAS, Abuse of the elderly and people with disabilities in domestic and institutional settings is a wide-spread problem, affecting hundreds of thousands of people across the country; and

WHEREAS, In 2009, there were 89,489 reports of elderly and disabled persons abuse in Texas, of which 50,936 were confirmed; and

WHEREAS, Elder abuse is grossly underreported because the elderly who are being abused find it very difficult to tell anyone and are usually ashamed and sometimes afraid; and

WHEREAS, Elder abuse happens to men and women of all income levels, all cultural and ethnic groups, whether they are in good health or incapacitated in some way, in poor neighborhoods and in suburbia; and

WHEREAS, Many of the cases investigated by Adult Protective Services in Texas involve self-neglect and it is our duty as citizens to reach out to people in need;

NOW, THEREFORE, I (Name), (Title) do hereby proclaim the month of May 2010 to be:

“Elder Abuse Prevention Month”

in (Location), and urge all citizens to work together to help reduce abuse and neglect of people who are elderly or have disabilities.

In witness whereof, hereunto signed officially and caused the Official Seal of county/city to be affixed on this (day) of (Month), (Year).

_____	_____
Name	The Honorable _____
Commissioner Pct. #	County of _____

Name
Commissioner Pct. #

Name
Commissioner Pct. #

AI-21136
Resolution
CC REGULAR

12.C.

Date: 05/11/2010
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Resolution opposing approval by the Middle Pecos County Groundwater Conservation District for permit request submitted by Fort Stockton Holdings

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/07/2010 04:30 PM	APRV
2	Budget & Management	Erika Zamora	05/07/2010 04:34 PM	APRV
3	Budget & Management	Erika Zamora	05/07/2010 04:34 PM	APRV
4	Auditor's Office		05/07/2010 05:16 PM	NEW

Form Started By: Erika Reyna
Started On: 05/07/2010 03:22 PM
Final Approval Date: 05/07/2010

AI-21143

12.D.

**Proclamation
CC REGULAR**

Date: 05/11/2010
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Approval of Proclamation recognizing Juanita Valdez-Cox

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/07/2010 04:30 PM	APRV
2	Budget & Management	Erika Zamora	05/07/2010 04:34 PM	APRV
3	Budget & Management	Erika Zamora	05/07/2010 04:34 PM	APRV
4	Auditor's Office		05/07/2010 05:16 PM	NEW
Form Started By: Erika Reyna			Started On: 05/07/2010 04:26 PM	
Final Approval Date: 05/07/2010				

AI-21094

13.B.

**UPL 2nd Quarter 2010 Draw Down
CC REGULAR**

Date: 05/11/2010
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

Discussion, consideration, and approval to transfer \$2,164,665.11 to the County of Hidalgo Medicaid Supplemental Program Escrow Account for Indigent Health care expenditures for the 2nd Quarter of Fiscal Year 2010.

BACKGROUND

Tentative schedule for 2nd Quarter draw down is May 2010. As per legal, he will forward the schedule and instructions from the State as soon as he receives the official notice.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1249-444-00-240-004-0-843
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available account balance as of 5-7-10 \$8,603,251.12

2nd Qtr Wire Transfer \$2,125,000.00
Interest in UPL Bank acct \$ 1,591.09 (0-1249-202-00-000-002-0-000)
Reimbursements fr UTMB \$ 38,074.02 (0-1249-202-00-000-002-0-000)

Total to be transfer \$2,164,665.11

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/06/2010 01:14 PM	APRV
2	Budget & Management	Erika Zamora	05/06/2010 01:54 PM	APRV
3	Manuel Chapa	Manuel Chapa	05/07/2010 10:10 AM	APRV
4	Budget & Management	Erika Zamora	05/07/2010 10:55 AM	APRV
5	Manuel Chapa	Manuel Chapa	05/07/2010 11:23 AM	APRV
6	Auditor's Office		05/07/2010 05:16 PM	NEW

Form Started By: Dairen Sarmiento Started On: 05/05/2010 03:05 PM

AI-21060

14.A.

**South Texas College Grant Partner Agreement
CC REGULAR**

Date: 05/11/2010
Submitted By: Brenda Garza, COUNTY JUDGE
Submitted For: Tony Pena, Emergency Services
Department: COUNTY JUDGE
Agenda Category: Emergency Services Division

Information

CAPTION

Approval of a Grant Partner Agreement with South Texas College.

BACKGROUND

South Texas College is applying for a grant to compose and/or update their emergency operations plan. A part of the application requires them to show that they have a working relationship with the County's Emergency Management Department. This partnership agreement indicates that we do have a working relationship and are available to assist them with their plan.

A similiar partner agreement was approved by Hidalgo County Commissioners Court in July of 2008 (AI-10116 CC 07/22/08). STC was not awarded the grant in 2008. They are applying again and therefore need an updated agreement.

Fiscal Impact

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

Attachments

Link: STC Grant Partner Agreement, May 2010

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/04/2010 11:09 AM	APRV
2	Roland Garcia	Rolando Garcia	05/07/2010 10:37 AM	APRV
3	Auditor's Office		05/07/2010 05:16 PM	NEW
Form Started By: Brenda Garza			Started On: 05/03/2010 02:44 PM	
Final Approval Date: 05/07/2010				

Partner Agreement – County of Hidalgo County, Texas

Name of Higher Education Institution: South Texas College

Signature: Hidalgo County Judge J.D. Salinas

Name of Local/State Government: County of Hidalgo, Texas

Title of Signatory: Hidalgo County Judge

Date: _____

Description of local government's roles and responsibilities in reviewing and improving the campus-based plan and supporting the EMHE grant project:

South Texas College is located in the County of Hidalgo, Texas. The County of Hidalgo, Texas has a long standing relationship with the college and, within this grant provided by the Department of Education, will only be requested to provide advice to the College in the development of a campus based all hazards emergency plan that takes into account the four phases of emergency management (Prevention/Mitigation, Preparedness, Response, and Recovery) and the unique threats associated with Border City and Region campuses. To meet the absolute priority for this grant, the County of Hidalgo will provide advice to strengthen plans, establish roles and procedures, and improve overall preparedness efforts at no cost to the County of Hidalgo. The time to provide this advice will not exceed eight hours and any time spent in providing advice will be reimbursed under the grant funding procedures. The advice provided by the County of Hidalgo will only include verbal statements of guidance in developing an all hazard emergency plan. The role of the College will be to assist in the training provided by the County of Hidalgo, identify vulnerabilities, increase faculty and staff NIMS certifications, and partner with the County of Hidalgo in the development of a comprehensive emergency response plan.

AI-21138

15.A.

Deletion/ Creation of position (s) and change from part-time to full-time work status

CC REGULAR

Date: 05/11/2010
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Texas Agrilife Ext. Services
Department: BUDGET & MANAGEMENT
Agenda Category: Texas Cooperative Extension

Information

CAPTION

1. Approval to delete one (1) regular full-time Administrative Assistant III position, slot #0001, grade level 08.
2. Approval to create one (1) regular full-time Administrative Assistant II position, slot #0012, grade level 06.
3. Approval to change one (1) Clerk I position, slot #0011 from regular part-time status to regular full-time work status, grade level 01, effective next full pay period (05/24/10).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-461-00-380-001-0-XXX
FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

NO BUDGETARY IMPACT. POSITION TO BE ADVERTISED AND FILLED AT STEP O FOR 6MTHS.

Attachments

Link: [Job descriptions](#)

Link: [Fiscal Note](#)

Link: [PARs](#)

Link: [revised salary schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	05/07/2010 05:04 PM	APRV
2	Purchasing Department	Angela Garcia	05/07/2010 05:12 PM	APRV
3	Sylvia Solis	Angela Garcia	05/07/2010 05:13 PM	APRV
4	Budget & Management	Erika Zamora	05/07/2010 05:13 PM	APRV
5	Auditor's Office		05/07/2010 05:16 PM	NEW

Form Started By: Rosie Cantu Started On: 05/07/2010 03:39 PM

Final Approval Date: 05/07/2010

CLERK I

GRADE: 01

GENERAL DESCRIPTION

Performs (entry-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, or accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents, and maintaining files; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Reviews completed forms for signatures and proper entries

Provides information to the public by mail or telephone

Receives shipments and supplies, inspects for damage, and checks for correct quantity and quality

Assembles, organizes, and tabulates data; may perform data entry and retrieval

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Delivers documents, supplies, or other items; takes deposits to the bank; and runs errands as appropriate

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May assist in conducting physical inventory

May receive and count cash

May make arrangements for repairs and services

May assemble and pack shipments, contact transportation companies to arrange for shipping, and assist in loading trucks

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Six (6) months of experience with clerical operations; Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of office procedures and of spelling, grammar, punctuation, and arithmetic

Skill in using personal computers and office equipment

Ability to prepare and maintain records, files, and reports

Registration, Certification, or Licensure

May require a valid driver's license

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 regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

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
- 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
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

ADMINISTRATIVE ASSISTANT II

GRADE: 06

GENERAL DESCRIPTION

Employee performs routine administrative support or technical program assistance work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee works under moderate supervision with limited latitude for the use of initiative and independent judgment and may train others.

EXAMPLES OF WORK PERFORMED

Prepares and disseminates information concerning agency programs and services

Prepares, edits, and distributes correspondence, reports, studies, forms, and documents

Develops, coordinates, and maintains record keeping and filing systems

Responds to inquiries and interprets rules, regulations, policies, and procedures

Assists in the development of administrative or technical assistance policies and procedures

Assists in planning meetings and conferences

May assist in researching, composing, designing, or editing agency publications

May review and route mail

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One to two (1-2) years of experience in administrative support work in a governmental setting; Graduation from a standard senior high school or equivalent and a certification of completion from vocational training is generally preferred.

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in the use of standard office equipment and software

Ability to implement administrative procedures; to interpret rules, regulations, policies, and procedures; to communicate effectively; and to train others

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 regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

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
- 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

- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

ADMINISTRATIVE ASSISTANT III**GRADE: 08****GENERAL DESCRIPTION**

Employee performs complex administrative support or technical program assistance work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee may supervise the work of others and may train others. Employee works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares, interprets, and disseminates information concerning agency programs and procedures

Prepares, edits, and distributes correspondence, reports, studies, forms, and documents

Participates in the planning and execution of an agency program

Develops, coordinates, and maintains record keeping and filing systems

Responds to inquiries regarding rules, regulations, policies, and procedures

Coordinates meetings, conferences, and seminars

Assists in the development of administrative or technical assistance policies and procedures

May coordinate work between organizational units of the agency

May assist in compiling and analyzing data, making calculations, and preparing reports

May assist in the preparation of presentations for administrative hearings

May research, compose, design, or edit agency publications such as brochures, forms, and manuals

May develop training materials

May train others

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (2-3) years of experience in administrative support work. Graduation from a junior college with an Associate's degree in administrative support preferred. Two (2) years of experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in standard office equipment and software

Ability to implement administrative procedures and to evaluate their effectiveness; to interpret rules, regulations, policies, and procedures; to communicate effectively, to train others; and to supervise the work of others

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 regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

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
- 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
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 21138

To: Commissioner' Court
 From: Raul Silguero Jr., Budget Officer
 CC Date: Tuesday, May 11, 2010

Summary of request/proposal:

Agrilife Extension Services (1100)

1. Approval to delete one (1) regular full-time Administrative Asst. III position, slot #0001, grade level 08.
2. Approval to create one (1) regular full-time Administrative Asst. II position, slot #0012, grade level 06.
3. Approval to change one (1) Clerk I position, slot #0011 from regular part-time status to regular full-time wrk status, grade level 01, effective next full pay period (05/24/10).

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	ADMINISTRATIVE ASST. III	0001	113	8	1	31,815.00	0.00	(31,815.00)
1100	ADMINISTRATIVE ASST. II	0012	113	6	1	0.00	27,276.00	27,276.00
1100	Clerk I	0011	114	1	5	15,865.00	0.00	(15,865.00)
1100	Clerk I	0011	113	1	5	0.00	21,164.00	21,164.00
								0.00
								0.00
TOTAL:						47,680.00	48,440.00	760.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-461-00-380-001-0- 113	TX AGRILIFE EXT. - REG F/T EMPLOYEES	\$465.90
0-1100-461-00-380-001-0- 211	TX AGRILIFE EXT. - HEALTH INSURANCE	\$0.00
0-1100-461-00-380-001-0- 212	TX AGRILIFE EXT. - LIFE INSURANCE	\$0.00
0-1100-461-00-380-001-0- 220	TX AGRILIFE EXT. - FICA	\$35.64
0-1100-461-00-380-001-0- 230	TX AGRILIFE EXT. - RETIREMENT	\$44.35
0-1100-461-00-380-001-0- 250	TX AGRILIFE EXT. - UNEMPLOYMENT COMP	\$2.33
0-1100-461-00-380-001-0- 260	TX AGRILIFE EXT. - WORKER'S COMP	\$0.00
2010 Budgetary Impact		\$548.22

2011 Budgetary Impact: \$897.72

Possible Funding Sources: NO BUDGETARY IMPACT. POSITION TO BE ADVERTISED AND FILLED AT STEP 0 FOR 6MTHS.

Budget Office Recommendation:



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: **Texas Agrilife Ext. Services**

DATE: 05/07/10

CURRENT POSITION TITLE: -

CURRENT SLOT. #: 0012

REQUESTED POSITION TITLE: **Administrative Assistant II**

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

POSITION SALARY REQUEST:

ONE (1)	-	G-06	\$	27,276.00
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP		NET CHANGE

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other NO BUDGETARY IMPACT- FUNDED FROM DELETED POSITION

POSITION TYPE:

Full Time Employee Object 113	☒	Part Time Employee Object 114	☐	_____
Full Time Temporary Object 121	☐	Part Time Temporary Object 122	☐	\$ _____

Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

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

Based on the needs assessment of this office it was determined that an Admin. II would be more beneficial to this department.

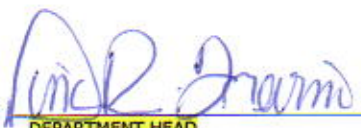
NEW POSITION: Brief job description and attach a copy of the new job description.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 DEPARTMENT HEAD	5/7/2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES ☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES ☐ NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	5/07/2010 DATE	BUDGET PROCEDURES COMPLETED	☒ YES ☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE		



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: **Texas Agrilife Ext. Services**

DATE: 05/07/10

CURRENT POSITION TITLE: **Administrative Assistant III**

CURRENT SLOT. #: 0001

REQUESTED POSITION TITLE: -

REQUEST FOR:

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

POSITION SALARY REQUEST:

ONE (1) G-08 - \$ (31,815.00)
NO. OF POSITIONS CURRENT GRADE & STEP PROPOSED GRADE & STEP NET CHANGE

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other NO BUDGETARY IMPACT

POSITION TYPE:

Full Time Employee ☒ Object 113 Part Time Employee ☐ Object 114

Full Time Temporary ☐ Object 121 Part Time Temporary ☐ Object 122

Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date End Date Working Days & Hours Hours Per Week Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:

Exempt ☐ FLSA: Exempt ☐

Non-Exempt ☒ Non-Exempt ☒

N/A ☐

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

Based on the needs assessment of this office it was determined that an Admin. Asst. II position is more beneficial to this department.

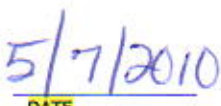
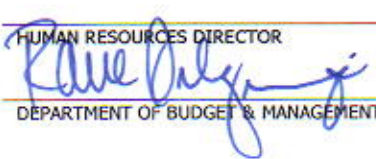
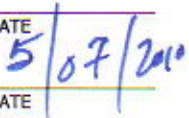
NEW POSITION: Brief job description and attach a copy of the new job description.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. 		FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES ☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES ☐ NO
3. 		BUDGET PROCEDURES COMPLETED	☒ YES ☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE		

**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

0-1100-461-00-380-001-0

AI - 21138

TX AGRILIFE EXT.

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		DELETE THE FOLLOWING: ↓											
~~0001~~	~~113~~	~~ADMINISTRATIVE ASSISTANT III~~	~~8~~	~~1~~	~~31,815.00~~	~~31,815.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
0002	113	4H YOUTH OUTREACH COORD	7	5	33,582.00	33,582.00	33,790.00	300.00	0.00	0.00	2,873.00	0.00	36,963.00
0003	113	ADMINISTRATIVE ASSISTANT II	6	4	30,141.00	30,141.00	30,141.00	0.00	0.00	0.00	0.00	0.00	30,141.00
0004	113	ADMINISTRATIVE ASSISTANT II	6	4	30,141.00	30,141.00	30,141.00	840.00	0.00	0.00	0.00	0.00	30,981.00
A005	113	COORDINATOR				0.00	0.00	0.00	0.00	24,868.00	4,838.00	0.00	0.00
A006	113	C E A-FCS				0.00	0.00	0.00	0.00	24,868.00	4,838.00	0.00	0.00
0007	113	FML & CNSMR SCNC PRG ASST	3	3	23,169.00	23,169.00	23,169.00	0.00	0.00	0.00	2,873.00	0.00	26,042.00
A008	113	CEA-FR				0.00	0.00	0.00	0.00	20,475.00	4,838.00	0.00	0.00
A009	113	C E A-HORTICUL				0.00	0.00	0.00	0.00	20,475.00	0.00	0.00	0.00
A010	113	C E A - 4-H				0.00	0.00	0.00	0.00	17,195.00	0.00	0.00	0.00
	~~113~~ ↓												
0011	~~114~~	CLERK I	1	5	21,164.00	21,164.00	21,164.00	0.00	0.00	0.00	0.00	0.00	21,164.00
		CREATE THE FOLLOWING: ↓											
0012	113	ADMINISTRATIVE ASSISTANT II	6	1	27,276.00	27,276.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
					197,288.00	197,288.00	138,405.00	1,140.00	0.00	107,881.00	20,260.00	0.00	145,291.00

1. Approval to delete one (1) regular full-time Administrative Asst. III position, slot #0001, grade level 08.
 2. Approval to create one (1) regular full-time Administrative Asst. II position, slot #0012, grade level 06.
 3. Approval to change one (1) Clerk I position, slot #0011 from regular part-time status to regular full-time work status, grade level 01, effective next full pay period (05/24/10).
- All Personnel actions pending CC approval.

AI-21055

16.A.

**Human Resources - Argus Security Systems claim
CC REGULAR**

Date: 05/11/2010

Submitted By: Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Approval of payment for claim/invoice no. 16844111 to Argus Security Systems in the amount of \$44.49 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-415-50-190-002-0-413

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 05/04/10.

Attachments

Link: Argus Security System - Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/04/2010 11:04 AM	APRV
2	Sylvia Solis	Sylvia Solis	05/07/2010 03:51 PM	APRV
3	Auditor's Office		05/07/2010 05:16 PM	NEW

Form Started By: Sylvia Rios
Started On: 05/03/2010 11:11 AM

Final Approval Date: 05/07/2010

argus

SECURITY SYSTEMS

An ASG Security Company
314 Ash Avenue, McAllen, TX 78501
(956) 682-6344 — (800) 683-7487

INVOICE

Date	Invoice No.
1/1/2010	16844111

Hidalgo Human Resources
100 E. CANO ST 1st FL
Edinburg, TX 78539

Remit to:
Argus Security Systems
314 Ash Avenue
McAllen, Texas 78501

Customer Number	P.O. Number	Terms	Due Date
2148344		Upon Receipt	3/31/2010

Service Period	Description	Qty	Unit Price	Ext. Amount
1/1/2010	Balance of Contract			
	We received your request to cancel the Access Control Maintenance Agreement. Expiration date: 11/30/2011.			
	Monthly Fees owed	1	\$ 44.49	\$ 44.49
			Total	\$ 44.49
	Negotiated Settlement: Upon receipt of payment in full, the contract will be canceled and customer will have no further obligations.			

Total Owed By 3/31/2010: \$ 44.49

Public Hearing - NSP amendment
CC REGULAR

Date: 05/11/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Michelle Mendoza
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Public Hearing regarding the proposed amendment to the 2008 Hidalgo County Urban County Program One Year Action Plan for the Neighborhood Stabilization Program (NSP) to include land banking.

BACKGROUND

Activities being currently undertaken with NSP funds include (a) establishment of financing mechanisms for the purchase and redevelopment of foreclosed homes and residential properties, (b) purchase and rehabilitation of homes and residential properties abandoned or foreclosed, (c) demolition of blighted structures, (d) redevelopment of demolished or vacant properties, and (e) administration and planning costs.

This amendment will allow for the inclusion of LAND BANKING, which is an eligible use under HERA. The UCP will continue to meet the National Objective in benefiting low, moderate and middle income households at or below 120% of the area median income, as well as work in the areas of greatest need within the County of Hidalgo.

A draft copy of the NSP substantial amendment was made available for review for a fifteen (15) - day comment period beginning on April 20, 2010 and ending on May 5, 2010. The NSP substantial amendment was also posted on the Hidalgo County website for public view.

Comments received will be noted in the final work plan submitted to HUD.

Fiscal Impact

Attachments

Link: [amendment](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/04/2010 11:11 AM	APRV
2	Perla Lopez	Perla Lopez	05/07/2010 08:36 AM	APRV
3	Auditor's Office		05/07/2010 05:16 PM	NEW
Form Started By: Estella Webber			Started On: 05/03/2010 03:33 PM	

COMBINED NOTICE OF FINDING OF NO SIGNIFICANT IMPACT AND INTENT TO REQUEST RELEASE OF FUNDS

Publication Date: April 20, 2010

HIDALGO COUNTY - URBAN COUNTY PROGRAM
1916 TESORO BLVD
PHARR TEXAS 78577
956-787-8127

REQUEST FOR RELEASE OF FUNDS:

On or about, but not before, May 6, 2010, the Hidalgo County Urban County Program (UCP) will submit a request to the U.S. Department of Housing and Urban Development (HUD) for the release of CDBG funding in the amount of \$1,350,000 as authorized under the Housing and Economic Recovery Act 2008 (HERA) for the Neighborhood Stabilization Program (NSP) to undertake projects located at scattered sites within the County of Hidalgo. Activities to be undertaken with NSP funds include (a) establishment of financing mechanisms for the purchase and redevelopment of foreclosed homes and residential properties, (b) purchase and rehabilitation of homes and residential properties abandoned or foreclosed, (c) demolition of blighted structures, (d) redevelopment of demolished or vacant properties, (e) administration and planning costs and (f) land banking (this activity to be undertaken contingent upon HUD approval of the UCP Substantial Amendment).

FINDING OF NO SIGNIFICANT IMPACT

The Urban County Program has completed a FIRST TIER Environmental Review Record (ERR) this project as a whole. The ERR identifies the environmental review for the project which entails all pertinent information that is available to the Urban County Program at this time. The ERR is on file and available for the public's examination and copying, upon request, between the hours of 8:00 am - 12:00 pm and 1:00 pm - 5:00 pm, Monday through Friday (except holidays) at the Urban County Program office located at 1916 Tesoro Blvd Pharr TX 78577.

PUBLIC COMMENTS

Any individual, group, or agency disagreeing with this determination or wishing to comment on the project may submit written comments to the Hidalgo County Urban County Program. All comments received by **May 5, 2010** will be considered by the Urban County Program prior to authorizing submission of a request for release of funds. Commentors should specify which part of this Notice they are addressing.

RELEASE OF FUNDS

The Urban County Program of Hidalgo County certifies to HUD that Diana R. Serna in her capacity as Director of the Urban County Program consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities, and allows the *Urban County Program* to use Program funds once all sites have been named and individually cleared.

OBJECTIONS TO RELEASE OF FUNDS

HUD will consider objections to its release of funds and Urban County Program of Hidalgo County's certification received for a period of fifteen days from its receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer or other officer of the Urban County Program of Hidalgo County approved by HUD; (b) the Urban County Program of Hidalgo County has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR Part 58; (c) the grant recipient or other participants in the project have committed funds or incurred costs not authorized by 24 CFR Part 58 before approval of a release of funds by HUD; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58) and shall be addressed to the U.S. Department of Housing and Urban Development at One Alamo Center 106 St. Mary's Street, San Antonio, Texas 78205. Potential objectors should contact HUD to verify the actual last day of the objection period.

Diana R. Serna, Director
Urban County Program

AI-21091**17.B.****Water/Sewer Improvements-Edcouch Sewer Plant
CC REGULAR**

Date: 05/11/2010
Submitted By: Hilda Bazan, URBAN COUNTY
Submitted For: Lupita Garcia
Department: URBAN COUNTY
Agenda Category: Urban County

Information**CAPTION**

The Urban County Program is requesting approval of a best and final negotiated contract with Raba Kistner Consultants, Inc. in the amount of \$28,700.00 utilizing Years 17, 19 & 20 (2004, 2006 & 2007) funds for Environmental and Geotechnical Engineering & Testing Services for the Water/Sewer Improvements to the Edcouch Sewer Plant utilizing Hidalgo County Precinct No. 1 funds.

BACKGROUND

Raba-Kistner Consultants, Inc. has submitted a best and final offer for Environmental and Geotechnical Engineering and Testing Services for the Water/Sewer Improvements to the Edcouch Sewer Plant, within the Hidalgo County Precinct No. 1 boundaries. Raba-Kistner Consultants, Inc. was the highest rated firm by Commissioner's Court. Contract approval in the amount of \$28,700.00 is being requested. See attached scope of services and copy of proposed contract.

Contract Amount:	\$ 28,700.00
Funds Available:	\$ 48,000.00 (FY 17-2004 \$5080.75, FY 19- 2006 \$31,800.06 & FY 20-2007 \$11,119.19) All Precinct No. 1 (Edcouch) Funds.

Fiscal Impact

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

BUDGETARY IMPACT:

Urban County will utilize Year 17 (2004), Year 19 (2006), and Year 20 (2007) Precinct #1 funds for the Edcouch Sewer Plant project.

Contract Amount: \$28,700.00
Available Funds: \$48,000.00

Attachments

Link: [Raba Kistner Agreement](#)

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1	Purchasing Department	Angela Garcia	05/06/2010 01:14 PM	APRV
2	Budget & Management	Erika Zamora	05/06/2010 01:51 PM	APRV
3	Perla Lopez	Perla Lopez	05/06/2010 03:22 PM	APRV
4	Budget & Management	Erika Zamora	05/06/2010 03:36 PM	APRV
5	Auditor's Office		05/07/2010 05:16 PM	NEW

Form Started By: Hilda Bazan

Started On: 05/05/2010 02:29
PM

Final Approval Date: 05/07/2010

URBAN COUNTY PROGRAM

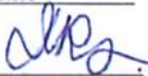
Hidalgo County Commissioners' Court Agenda Request Form

No. _____.

Date: May 3, 2010 Meeting Date Request: May 11, 2010

Deadline for Action: May 11, 2010 Contact Person: Diana R. Serna

Department: Urban County Program Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, UCP Director 

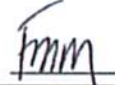
Caption:

The Urban County Program is requesting approval of a best and final negotiated contract with Raba Kistner Consultants, Inc. in the amount of \$28,700.00 utilizing Years 17, 19 & 20 (2004, 2006 & 2007) funds for Environmental and Geotechnical Engineering & Testing Services for the Water/Sewer Improvements to the Edcouch Sewer Plant utilizing Hidalgo County Precinct No. 1 funds.

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Funds Available: \$ 48,000.00 (FY 17-2004 \$5080.75, FY 19- 2006 \$31,800.06
& FY 20-2007 \$11,119.19) All Precinct No. 1 (Edcouch) Funds.

Manager:  Finance: 

Please initial for approval:

Legal Counsel _____ Budget _____ Human Resources _____

Dept./Fund No. _____ Amt. Expended: \$ _____ Funds/Staffing Budgeted: Yes: _____ No: _____
Account Code: _____ Impact on Future Budget: Yes _____ No _____

Comments:

Action taken by Commissioner's Court:

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____



Raba-Kistner Consultants, Inc.
12821 W. Golden Lane, San Antonio, TX 78249
P.O. Box 690287, San Antonio, TX 78269-0287
(210) 699-9090 • FAX (210) 699-6426
www.rkci.com
TBPE Firm F-3257

Proposal No. PSF10-102-00
April 19, 2010

Ms. Lupita V. Garcia, C.D. Coordinator
Hidalgo County Urban County Program
1916 Tesoro Boulevard
Pharr, Texas 78577

**Re: Environmental and Geotechnical Engineering & Testing Services
Water & Sewer Improvements for City of Edcouch - Sewer Plant Pond Liner Testing
City of Edcouch Wastewater Treatment Plant (WWTP)
Hidalgo County, Texas**

Dear Ms. Garcia:

Raba-Kistner Consultants, Inc. (R-K) is pleased to submit the attached cost proposal to provide environmental and geotechnical engineering & testing services to the City of Edcouch for the above referenced project. The proposal is dated April 19, 2010, and designated as **R-K Proposal No. PSF10-102-00(Revised)**. The estimated cost of services as indicated in this proposal is **\$28,700.⁰⁰**. Costs are estimated based on our understanding of the project at this time and will be billed on a Time and Materials basis, not-to-exceed the referenced total cost without additional authorization from our Client. This amount constitutes the best and final offer by R-K.

We thank you for the opportunity to be of service on this important project. If you should have any questions pertaining this matter or if we may be of additional assistance please do not hesitate to call.

Very truly yours,

RABA-KISTNER CONSULTANTS, INC.

A handwritten signature in blue ink, appearing to read 'Richard V. Klar', is written over the company name.

Richard V. Klar, P.G.
Associate

Attachment: **R-K Proposal No. PSF10-102-00(Revised)**

Copies submitted: Above (1 – Electronic PDF Copy)
Mr. Robert Escobar, Jr., Interim City Manager, City of Edcouch (1)



Raba-Kistner Consultants, Inc.
12821 W. Golden Lane, San Antonio, TX 78249
P.O. Box 680267, San Antonio, TX 78289-0267
(210) 689-8090 • FAX (210) 689-8426
www.rkol.com
T&E Firm F-3257

PROPOSAL NO: PSF10-102-00 (Revised)
DATE: April 19, 2010

(SUBMITTED VIA ELECTRONIC MAIL)

AUTHORIZATION FORM

I HEREBY AGREE TO THE TERMS AND CONDITIONS OF THIS AUTHORIZATION FORM, INCLUDING ATTACHMENTS, AND AUTHORIZE RABA-KISTNER CONSULTANTS, INC. (R-K), TO PERFORM THE FOLLOWING SERVICE(S): In accordance with CLIENT request, R-K will provide environmental consulting services necessary to assist the City of Edcouch (CLIENT) with addressing regulatory compliance requirements pertaining to the temporary pond storage of untreated wastewater at the wastewater treatment plant (WWTP) located approximately 0.5 miles northeast of the intersection of SH 107 and FM 1015 in Hidalgo County, Texas. On the basis of information provided for our review, R-K understands that the City of Edcouch was issued a *Texas Pollutant Discharge Elimination System (TPDES) discharge permit (TPDES Permit No. WQ0014919001)* on July 29, 2009 which provides necessary approval from the Texas Commission on Environmental Quality (TCEQ) to discharge treated wastewater to the Hidalgo County drainage system with ultimate connection to Laguna Madre in Segment No. 2491 of the Bays and Estuaries. The TPDES permit stipulates that discharge may occur only in accordance with approved effluent limitations, monitoring requirements, and other conditions set forth in the permit that generally derive from provisions set forth in *Chapter 26 of the Texas Water Code*.

R-K understands that in accordance with Item #11 of 'Other Requirements', set forth on page 24 of the TPDES permit, TCEQ has requested that the City of Edcouch provide a certification by a Texas Registered Professional Engineer that retention ponds used at the WWTP for secondary treatment and emergency storage are lined in a sufficient manner to control seepage. Specifically, as part of the *Agreed Final Judgment between the State of Texas and the City of Edcouch dated July 13, 2009 (i.e., Provision 5.8)*, it must be demonstrated that earthen pond liners present at retention pond locations are comprised of in-situ clay soils that meet the following requirements:

- (i) More than 30% passing a No. 200 mesh sieve
- (ii) Liquid limit greater than 30%
- (iii) Plasticity index greater than 15
- (iv) Minimum clay liner thickness of 2 ft
- (v) Permeability equal to or less than 1×10^{-7} cm/sec
- (vi) Soil compaction at 95% standard proctor at optimum moisture content

Upon completion, the pond liner certification shall be sent to the TCEQ Region 15 Office in Harlingen, Texas in addition to the Water Compliance Monitoring Team (WCMT) of the Enforcement Division in Austin, Texas. Based on discussions with technical staff in the WCMT, it was determined that it will be necessary to conduct field assessment activities to collect soil samples along the perimeters of existing ponds from subsurface depth intervals corresponding to the earthen pond liners (i.e., approximately 5-10 ft below existing grade depending on pond depth) in order to evaluate liner requirements. Soil samples considered representative of pond liners will then be submitted for geotechnical testing to evaluate whether TPDES permit requirements stipulated above are met.

In order to address these regulatory requirements, R-K will perform the following activities on behalf of the City of Edcouch: (i) prepare a pond liner sampling plan and solicit TCEQ to conduct soil sampling activities; (ii) install up to 12 exploratory borings along the perimeter of the secondary treatment and emergency storage ponds over a period of approximately 2-3 site days in accordance with standard geotechnical sampling protocols; (iii) obtain undisturbed Shelby tube samples representative of the pond liner depth intervals and submit up to 12 discrete samples for laboratory testing to evaluate above-referenced geotechnical parameters; (iv) prepare a brief soils report describing the results of geotechnical testing; and (v) with assistance from LNV Engineers, pending favorable soils testing results, prepare the required engineering certification in the required TCEQ format. In the event that pond liner conditions do not support the required certification, the report will provide general recommendations to address permit requirements and achieve regulatory compliance for pertaining to this issue.

L:\Veritas Projects\San Antonio\2010\PSF10-102-00\10-102-00Rc\april.doc

The written response will include appropriate graphical attachments and calculations, as necessary, to adequately address certification requirements. It is anticipated that a draft of the response letter will be submitted to CLIENT for preliminary review. Pending CLIENT review and approval, a final version of the response letter will be submitted to TCEQ in accordance with permit requirements.

Assumptions: (i) Client will provide access to SITE to conduct exploratory drilling and sampling activities; (ii) weather or SITE conditions will not preclude access or performance of field testing; (iii) Client will provide existing as-built drawings, O&M manuals, and other pertinent WWTP documents for use in preparing the engineering certification.

NAME OF RESPONSIBLE PARTY (CLIENT) THAT APPROVES PAYMENT FOR ABOVE SERVICES:
Hidalgo County Urban County Program

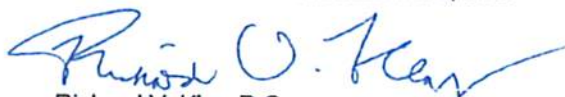
PROJECT FEE AND SCHEDULE: The estimated cost to perform the scope of services described herein is \$28,700.⁰⁰. Costs are estimated based on our understanding of the project at this time and will be billed on a Time and Materials basis, not-to-exceed the referenced total cost without additional authorization from CLIENT. In the event that additional services are requested by CLIENT and/or necessary to complete project activities in accordance with TCEQ requirements, R-K will provide a cost estimate under separate cover and solicit authorization from CLIENT before proceeding with additional work. Additional costs, if authorized as part of this project, will be billed in accordance with our standard fees for professional services and unit rates for equipment and laboratory services included in our current contract with Hidalgo County (i.e., Geotechnical & Construction Materials Observation & Testing Services).

It is anticipated that R-K will complete the scope of work described herein in 4-5 weeks following the written notice to proceed, assuming favorable SITE access conditions.

All parties hereby agree that this contract upon acceptance will be performable in Hidalgo County, Texas. Please sign and return this form to acknowledge and agree to the contract terms and conditions and provide written confirmation of your authorization for our firm to commence work on the specific services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037 Dallas, Dallas County, Texas 75397-1037.

SIGNATURE:	<u>X</u>	DATE:	
PRINTED NAME:	Ms. Lupita V. Garcia, C.D. Coordinator		
COMPANY NAME:	Hidalgo County Urban County Program		
COMPANY ADDRESS:	1916 Tesoro Boulevard		
CITY, STATE, ZIP:	Pharr, Texas 78577		
PHONE NUMBER:	(956) 787-8127	FAX NUMBER:	
E-MAIL:	vgarcia@bizrqv.rr.com		

RABA-KISTNER CONSULTANTS, INC.



Richard V. Klar, P.G.
Associate

RVK/dac

Copies Submitted: (1 – PDF Electronic Copy)

**CONTRACT AGREEMENT FOR GEOTECHNICAL AND
ENVIRONMENTAL CONSULTING SERVICES**

BETWEEN

COUNTY OF HIDALGO- URBAN COUNTY PROGRAM

and

Raba-Kistner Consulting, Inc.

APPROVED ON 5-11-2010

For

**GEOTECHNICAL AND ENVIRONMENTAL CONSULTING
SERVICES**

**(PRECINCT NO. 1 – Year 17, 19 * 20 (2004, 2006 & 2007)
City of Edcouch- Sewer Plant Pond Liner Testing**

**CONTRACT AGREEMENT
GEOTECHNICAL AND ENVIRONMENTAL CONSULTING
SERVICES**

**PRECINCT NO. 1 – Year 17, 19 & 20 (2004, 2006 & 2007)
City of Edcouch- Sewer Plant Pond Liner Testing**

HIDALGO COUNTY-URBAN COUNTY PROGRAM

**STATE OF TEXAS
COUNTY OF HIDALGO**

PART I – PARTIES AND SERVICES

This agreement is made on May 11, in the year 2010, between County of Hidalgo-Urban County Program, hereinafter called the **Client**, and Raba-Kistner Consultants, Inc., hereinafter called the **Consultant**, for **Geotechnical and Environmental Consulting Services**, hereinafter called the **Services**.

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

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

- a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.
- b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.
- c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.
- d. The **Consultant** shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **Consultant** pertaining to this Agreement. Such rights to access shall continue as long as the records are

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

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

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

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

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

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

PART II – FEES

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

PART III – TERMS AND CONDITIONS

ARTICLE 1. SERVICES – CONSULTANT SHALL:

- 1.0 Perform Geotechnical & Environmental Consulting Services for Hidalgo County –Urban County Program as identified in Attachment A “Scope of Services”.
- 1.1 Act for the **Client** in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with the standards of the Profession.
- 1.2 Provide only those **Services** that, in the opinion of the **Consultant**, lie within the technical and professional area of expertise of the **Consultant** and which **Consultant** is adequately staffed and equipped to perform.
- 1.3 Perform all technical services under the general direction of a Licensed Professional Engineer registered in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards as designated by the **Client**.
- 1.4 Promptly submit all formal construction materials test reports for all tests, observations and services performed indicating where applicable, compliance with project specifications or other documents. Such reports shall be complete and factual. Such reports shall cite the test performed, methodology employed, test values obtained, and locations where tests were performed.
- 1.5 Promptly submit formal geotechnical reports for geotechnical explorations requested by the **Client**. Such reports shall contain a site plan with the boring locations indicated, boring logs, a report of the results of laboratory testing, and contain design recommendations pertaining to the planned construction.
- 1.6 Employ testing equipment and machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and submit upon request by the Client, documentation of such calibration.
- 1.7 Report Distribution and Ownership
 - 1.7.1 Laboratory will consider all reports to be the confidential property of the **Client**, and will distribute reports only to those persons, organizations or agencies as designated in writing by the **Client** and its authorized representative.

- 1.7.2 **Client** acknowledges the **Consultant's** documents as instruments of Professional service. Nevertheless, the plans and specifications prepared under this agreement shall become the property of the **Client** upon completion of the work and payment will be made in full of all monies due to the **Consultant**. The **Client** shall not re-use or make any modification to the reports without prior written authorization of the **Consultant**. Any unauthorized use reuse of the documents will be at the **Client's** sole risk.
- 1.8 **Consultant** will retain all pertinent records relating to services performed for a period of 5 years following submission of all reports, during which period the records will be made available to the **Client** within a reasonable time.

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

- 2.1 Provide the **Consultant** with all the plans, specifications, addenda's change orders, approved shop drawings and other information for the proper performance of the **Consultant**.
- 2.2 Designate in writing those persons or firms who are authorized to receive copies of **Consultant's** inspection and test reports.
- 2.3 Advise **Consultant** sufficiently in advance of any operations so as to allow for assignment of personnel by the Laboratory for completion of the required service. Such advance notice shall be in accordance with that established by mutual agreement of the **Client** and **Consultant**.
- 2.4 Direct any Contractor where testing is to take place, either by construction contract or direct written order to:
- (a) Secure and deliver to **Consultant**, at no cost to **Consultant**, preliminary representative samples of materials it proposes to use which require laboratory testing.
 - (b) Furnish such casual labor and all facilities needed by the Laboratory to obtain and handle samples at the testing site and to facilitate the specified inspection of tests.
 - (c) Provide and maintain for the use of the **Consultant**, adequate space at the material testing site for safe and secure storage and proper curing of test specimens that must remain on the project site prior to laboratory testing.

ARTICLE 3. GENERAL CONDITIONS

- 3.1 **Consultant**, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to construction materials testing customarily vested in applicable project architects or engineers, or any other design professionals, agencies or authorities.
- 3.2 **Consultant** shall not be responsible for acts of omissions of any party or parties involved in the design of any project where material testing is to take place or the failure of any Contractor or Subcontractor to construct any aspect of such project in accordance with recommendations contained in any correspondence or verbal recommendation issued by **Consultant**.
- 3.3 **Consultant** is not authorized to revoke, alter or relax, enlarge or release any requirements of the Client's specifications or other documents nor to approve or accept any portion of the work, unless specifically authorized in writing by Client or his authorized representative. **Consultant** shall not have the right of rejection or the right to stop the work, except for such periods as may be required to conduct sampling, testing, or inspection of operations covered by the **Agreement**.
- 3.4 Either party may terminate this **Agreement** on thirty (30) days written notice or by mutual agreement. If this **Agreement** is terminated by either party, **Consultant** shall be paid in full for all services performed through the termination date, and the **Client** shall be provided with a complete report of the results of tests and analysis conducted prior to termination of **Agreement**.
- 3.5 Neither **Client** nor **Consultant** may delegate, assign, sublet or transfer his duties or interest in this **Agreement** without the written consent the other party.
- 3.6 The only warranty made by **Consultant** in connection with its service performed hereunder is that it will use the degree of care and skill as set in Article I above. No other warranty, expressed or implied, is made or intended for services provided hereunder or furnishing oral or written reports of findings made.
- 3.7 Successors and Assigns.
 - 3.7.1 **Client** and **Consultant** each binds themselves and their partners, successors, executors, administrators, assign legal representative to the other party to this **Agreement** and to the partners, successors, executors, administrator, assigns and legal representative of such

other party in respect to all covenants, agreements, and obligations of this **Agreement**.

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

3.8 Non Binding Mediation

- 3.8.1 In the event of a dispute or claim between **Consultant** and **Client** arising out of or related to this Agreement, both parties agree to submit to a Non-Binding Mediation with the hope of achieving a satisfactory resolution prior to proceeding with formal litigation processes, including the filing of claims against parties (unless a failure to file causes waiver or loss of rights or subsequent action).
- 3.8.2 Such Non-Binding Mediation shall be conducted by a mediator and rules agreed to by both parties. Both parties shall mediate through a selected and mutually agreed to senior representative of each respective party.
- 3.8.3 Both the **Consultant** and **Client** will bind their respective consultants, contractors, vendors, fabricators, and suppliers involved in this Project to contracts which will provide similar Non-Binding Mediation as the primary dispute resolution method to other agreements.

3.9 Indemnity

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

ARTICLE 4. INSURANCE

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

- 4.1 Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to Hidalgo County-Urban County Program.
- 4.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
- 4.3 A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;
- 4.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.
- 4.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.
- 4.6 Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

ARTICLE 5. PAYMENTS:

- 5.1 **Client** will pay **Consultant** for Services rendered while work is in progress as executed through a lump sum fee For each **Request for Payment**, the **Consultant** shall prepare and submit to the **Client** monthly progress reports in sufficient detail to support the progress of the work done.

ARTICLE 6. EXTENT OF AGREEMENT:

- 6.0 After execution of this **Agreement**, the **Consultant** shall proceed with work, only as authorized by the **Client** through a formal **NOTICE TO PROCEED**.
- 6.1 The **Agreement**, including these terms and conditions, represents the entire agreement between the **Client** and **Consultant** and supercedes all

prior negotiations, representations or agreements, written or oral. The **Agreement** may be amended only by written instrument signed by **Client** and **Consultant**.

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

ARTICLE 7. APPLICABLE LAW:

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

ARTICLE 8. ATTORNEY FEES:

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

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

LABORATORY:

CLIENT:

Steve Jones, Sr. Vice President

Diana R. Serna, UCP Director

Raba Kistner Consultants, Inc.
800 E. Hackberry,
McAllen, Texas 78501

Hidalgo County-Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

APPROVED AS TO FORM:
BY: STEVE CRAIN- ATLAS & HALL
DATE: 2-19-2008

Request for Taxpayer
Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

RABA-KISTNER CONSULTANTS, INC.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership

☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☒ Exempt
payee

Address (number, street, and apt. or suite no.)

P. O. BOX 680287

City, state, and ZIP code

SAN ANTONIO, TX 78268-0287

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

|||

or

Employer identification number

74 || 1611534

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Mary L. Oliver

Date ▶

03/31/10

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

AI-21079**17.C.**

Alton Fire Department Brush Truck purchase CC REGULAR

Date: 05/11/2010
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Urban County Program on behalf of the City of Alton, is requesting authority to purchase Fire Station Equipment (two brush trucks) for the Alton Volunteer Fire Department. Purchase will be made from Gunn Chevrolet (contract # 281-07) an approved vendor through Hidalgo County's membership and participation with Buy Board. The total amount of vehicles is \$48,722.50 (quote attached hereto), to include fees and discounts as requested by the City of Alton for the Fire Department utilizing UCP FY's 17 (2004), 18 (2005), 19 (2006) and 20 (2007) Fire Station/Equipment line item.

BACKGROUND

The Fire Station/Equipment (two brush trucks) purchased will be utilized by the Alton Fire Department. City of Alton has opted to pick up vehicles, no shipping fees included.

Vendor:	Gunn Chevrolet
Purchase Amount:	2 @ \$24,361.25 = \$48,722.50
Funds Available:	\$ 60,867.01 FY's 17 (2004), 18 (2005), 19 (2006) and 20 (2007) Fire Station/Equipment

Fiscal Impact

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

BUDGETARY IMPACT:

Urban County will utilize Year 17 (2004), Year 18 (2005), Year 19 (2006), and Year 20 (2007) Fire Station/Equipment funds for the purchase of two brush trucks.

Attachments

Link: [Fire dept. truck purchase](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/05/2010 09:38 AM	APRV
2	Perla Lopez	Perla Lopez	05/06/2010 11:16 AM	APRV

3

Auditor's Office

05/07/2010 05:16 PM NEW

Form Started By: Estella Webber

Started On: 05/04/2010 05:32
PM

Final Approval Date: 05/07/2010





The City of Alton

509 South Alton Blvd. Alton, Texas 78573-1196

Office (956) 432-0760. Fax (956) 432-0766

March 26, 2010

Ms. Monica Leal,
UC Project Coordinator
Urban County Program
1916 Tessoro Bld
Pharr, Texas 78577

Dear Ms. Leal:

Please proceed with the review, approval and purchase of the requested Fire Department Brush Trucks (2) utilizing the Fire Dept Equipment line item under Urban County Program utilizing CDBG funding.

Enclosed is required documentation for this request.

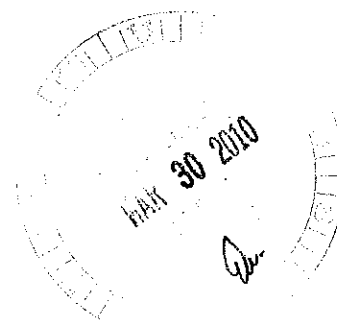
Thanks you for all your support. If you have any questions on this correspondence do not hesitate to call me at (956) 432-0760.

Sincerely,

Steve Pena
Assistant City Manager

Enclosures: Vendor Identification and Quote
BuyBoard Current Vendor Identification

CC: Diana Serna, UC Director
Tony Barco, UC Program Manager
Jorge Arcaute, City Manager



COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

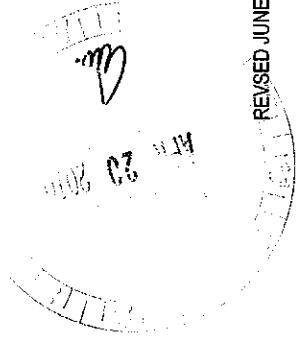
Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: BuyBoard Person Contacted: Bill Kelly
 Purchase #1 Vendor Name: Gunn Chevrolet Contract No. : Vehicles #281-07 Phone: 210-599-5000

Quantity	Description of Items	Price per Unit	Total Amount
2	2010 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Reg Cab VQ2 - Model CK31403 Includes: 2010 Chevrolet Silverado 3500HD, Brush Guard, Heavy-Duty 6-Speed Automatic transmission, Four Wheel Drive, Heavy Duty Suspension Package, and Daytime running lamps with exterior lamp control. No shipping fees (City of Alton will pick up trucks).	\$24,361.25	\$48,722.50
		TOTAL:	\$48,722.50

Recommendation: With Gunn Chevrolet's vendor rebates and adjusted discounts on the brush trucks, its is recommended we purchase with Gunn Chevrolet.

Requested by: [Signature] Date 4/20/10 UCP Approval: [Signature] Date 4/29/10
Steve Peña
Assistant City Manager
City of Alton, TX



Vendor Contract Information[Proposal Documents](#)[Back](#)**Vendor:** Gunn Chevrolet**Address:** 12602 IH 35 North
San Antonio, TX 78233**Phone:** (210) 599-5000**Contact:** Bill Kelly**Email:** bkelly@gunnauto.com**Website:** www.gunnauto.com**Federal ID:** 74-1586320**Accepts RFQs:** Yes**Contract:** Vehicles #281-07**Effective Date:** 10/1/2007**Expiration Date:** 9/30/2010**Fee Schedule:** Purchase order fee of \$400 will apply & be collected by dealer.**Payment Terms:** Net 30 days**Delivery Days:** 90**Shipping Terms:** Freight prepaid by vendor and added to invoice**Freight Terms:** FOB Shipping Point**Ship Via:** Best Way**Quote Reference Number:** 281-07**Regions Served:** All Texas Regions**States Served:** All States**Vendor Exceptions:** Delivered price will vary according to destination charges. Average cost for transporting ordered unit from Gunn is approximately \$225. With no aftermarket items, certain units can be drop shipped and thereby save all transportation costs with only the courtesy delivery charge of approximately \$125 per unit.**Additional Information:** Purchase order fee of \$400 will apply & be collected by dealer.**Return Policy:** None[\[Log Out \]](#)©1996 - 2010 TASB
ALL RIGHTS RESERVED

GUNN CHEVROLET

The Driving Force™

April 27, 2010

Mr. Elias Sandoval
City of Alton
Alton, Texas

Re: Quotation/Bid 2 units

Gentlemen,

The following is our bid/quotation for the 2 units, according to your specs previously viewed on 3/24/10:

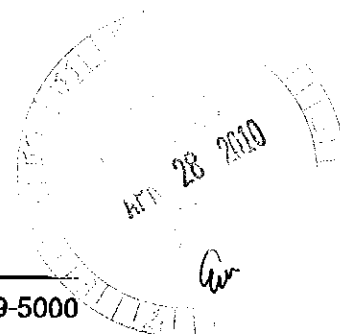
a) CK31403 (1 ton chassis) w/grille guard

\$24,361.25 ea 2 units = \$48,722.50

Note: No ship costs included. If you prefer transport (haul only) add \$275.00 per unit.
All calculations are from your spec data. These are 2010 prices. 2011 prices
Are not yet available; final costs may vary 1 to 1.5%

Thank you.

Bill Kelly/GUNN Commercial Fleet



Oliver Sanford
City of Altamonte

*Buy Based
 Contract Number*

Prepared By:
BILL KELLY
GUNN CHEVROLET
12602 IH 35 NORTH
SAN ANTONIO, TX 78233
Phone: (210) 599-5000
Fax: (210) 599-5084
Email: chevy@gunnauto.com

2010 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Reg Cab 161.5" W

PRICING SUMMARY

PRICING SUMMARY - 2010 Fleet/Non-Retail CK31403 4WD Reg Cab 161.5" WB, 84.4" CA WT

	<u>VQ2</u>	<u>MSRP</u>
Base Price	\$29,074.50	\$31,950.00
Total Options:	\$144.50	\$170.00
Vehicle Subtotal	\$29,219.00	\$32,120.00
Advert/Adjustments	\$0.00	\$0.00
Destination Charge	\$995.00	\$995.00
GRAND TOTAL	\$30,214.00	\$33,115.00

- 144.50
- 6200
- 383
+ 29.75
+ 300.00

23,814.25
\$545.00

24,361.25

By Boone Contract # → 281-07

Brush Guard.

*Note: Order only - Ship Cost
 Negotiable.*

Bill Kelly
Bill Kelly

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 159.1, Data updated 3/16/2010 1:17:00 PM

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Customer File:

March 24, 2010 2:15:18 PM

Page 1

Prepared By:
 BILL KELLY
 GUNN CHEVROLET
 12602 IH 35 NORTH
 SAN ANTONIO, TX 78233
 Phone: (210) 599-5000
 Fax: (210) 599-5064
 Email: chevy@gunnauto.com

2010 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Reg Cab 161.5" W

SELECTED MODEL & OPTIONS

SELECTED MODEL - 2010 Fleet/Non-Retail CK31403 4WD Reg Cab 161.5" WB, 84.4" CA WT

<u>Code</u>	<u>Description</u>	<u>VQ2</u>	<u>MSRP</u>
CK31403	2010 Chevrolet Silverado 3500HD 4WD Reg Cab 161.5" WB, 84.4" CA WT	\$28,074.50	\$31,950.00

SELECTED VEHICLE COLORS - 2010 Fleet/Non-Retail CK31403 4WD Reg Cab 161.5" WB, 84.4" CA WT

<u>Code</u>	<u>Description</u>
-	Interior: Seat trim
-	Exterior 1: Summit White
-	Exterior 2: No color has been selected.

SELECTED OPTIONS - 2010 Fleet/Non-Retail CK31403 4WD Reg Cab 161.5" WB, 84.4" CA WT

CATEGORY

<u>Code</u>	<u>Description</u>	<u>VQ2</u>	<u>MSRP</u>
EMISSIONS			
NE1	EMISSIONS, CONNECTICUT, MAINE, MASSACHUSETTS, NEW JERSEY, NEW YORK, OREGON, PENNSYLVANIA, RHODE ISLAND, VERMONT AND WASHINGTON STATE REQUIREMENTS	\$0.00	\$0.00
ENGINE			
LY6	ENGINE, VORTEC 6.0L VARIABLE VALVE TIMING V8 SFI (312 hp [232.6 kW] @ 4400 rpm, 373 lb-ft. [503.5 N-m] @ 4400 rpm) (STD)	\$0.00	\$0.00
TRANSMISSION			
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY, ELECTRONICALLY CONTROLLED WITH OVERDRIVE AND TOW/HAUL MODE (STD) (Requires (LY6) Vortec 6.0L V8 SFI engine.)	\$0.00	\$0.00
AXLE			
GT4	REAR AXLE, 3.73 RATIO	\$0.00	\$0.00
PREFERRED EQUIPMENT GROUP			
1WT	WORK TRUCK PREFERRED EQUIPMENT GROUP includes Standard Equipment	\$0.00	\$0.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 159.1, Data updated 3/16/2010 1:17:00 PM

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Customer File:

March 24, 2010 2:15:18 PM

Page 2

Prepared By:
 BILL KELLY
 GUNN CHEVROLET
 12602 IH 35 NORTH
 SAN ANTONIO, TX 78233
 Phone: (210) 599-5000
 Fax: (210) 599-5064
 Email: chevy@gunnauto.com

2010 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Reg Cab 161.5" W

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2010 Fleet/Non-Retail CK31403 4WD Reg Cab 161.5" WB, 84.4" CA WT

CATEGORY				
	Code	Description	VQ2	MSRP
TIRES				
	Q8D	TIRES, LT225/75R17E ALL-SEASON, BLACKWALL (Includes 6 tires with (ZW9) pickup box delete.) (STD)	\$0.00	\$0.00
PAINT SCHEME				
	ZY1	PAINT, SOLID (STD)	\$0.00	\$0.00
PAINT				
	50U	SUMMIT WHITE	\$0.00	\$0.00
SEAT TYPE				
	AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT PASSENGER MANUAL RECLINING with outboard head restraints and center fold-down armrest with storage (STD)	\$0.00	\$0.00
SEAT TRIM				
	88V	SEAT TRIM, DARK TITANIUM VINYL (STD) (Vinyl seats require (BG9) Black rubberized vinyl floor covering.)	\$0.00	\$0.00
RADIO				
	US8	AUDIO SYSTEM, AM/FM STEREO WITH MP3 COMPATIBLE CD PLAYER seek-and-scan, digital clock, auto-tone control, Radio Data System (RDS), speed-compensated volume and TheftLock (Required with (U2K) XM Radio.)	~~\$144.50~~	\$170.00
ADDITIONAL EQUIPMENT				
	VQ2	FLEET PROCESSING OPTION	\$0.00	\$0.00
OPTIONS TOTAL			\$144.50	\$170.00

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2010 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Reg Cab 161.5" W
STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2010 Fleet/Non-Retail CK31403 4WD Reg Cab 161.5" WB, 84.4" CA WT

ENTERTAINMENT

- Audio system, AM/FM stereo with seek-and-scan and digital clock (Not available with (U2K) XM Radio.)
- Audio system feature, 4-speaker system (Requires Regular Cab models.)
- XM Radio, delete

EXTERIOR

- Tires, LT225/75R17E all-season, blackwall (Includes 6 tires with (ZW9) pickup box delete.)
- Wheels, 6 - 17" x 6.5" (43.2 cm x 16.5 cm) 8-lug painted steel includes painted center caps
- Bumper, front chrome
- Grille, chrome surround
- Headlamps, dual halogen composite with automatic exterior lamp control and flash-to-pass feature
- Lamps, Smoked Amber roof marker
- Lamp delete, LED center high-mounted stop/brake (CHMSL) delete and cargo area, delete (Standard with 4x4 models only.)
- Mirrors, outside manual, Black, manual folding
- Glass, Solar-Ray light-tinted, all windows
- Wipers, front intermittent wet-arm with pulse washers
- Door handles, Black

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Page 4

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2010 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Reg Cab 161.5" W **STANDARD EQUIPMENT**

STANDARD EQUIPMENT - 2010 Fleet/Non-Retail CK31403 4WD Reg Cab 161.5" WB, 84.4" CA WT

INTERIOR

- Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger manual reclining with outboard head restraints and center fold-down armrest with storage
- Seat trim, Dark Titanium vinyl (Vinyl seats require (BG9) Black rubberized vinyl floor covering.)
- Air conditioning, single-zone manual climate control
- Floor covering, Black rubberized-vinyl
- Steering column, Tilt-Wheel, adjustable with brake/transmission shift interlock
- Steering wheel includes theft-deterrent locking feature
- Instrumentation, analog with speedometer, fuel level, engine temperature, tachometer, voltmeter and oil pressure indicators
- Driver Information Center with odometer, trip odometer and message center (monitors numerous systems depending on vehicle equipment level including low fuel, turn signal "on", transmission temperature and oil change notification) (Driver Information Center controls are operated through the trip button unless (UK3) steering wheel mounted audio controls is ordered. On 1LT includes 8-point compass and outside temperature.)
- Warning tones headlamp on, key-in-ignition, driver and passenger buckle up reminder and turn signal on
- Cup holders, front
- Mirror, inside rearview manual day/night
- Coat hooks, rear driver and passenger side
- Visors, driver and front passenger, sliding with clip and passenger side vanity mirror with cover, Opal Gray-colored
- Assist handle, front passenger
- Lighting, interior with dome and reading lights, backlit instrument panel switches and door handle-activated illuminated entry
- Power outlets, 2 auxiliary instrument panel-mounted with covers, 12-volt

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2010 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Reg Cab 161.5" W **STANDARD EQUIPMENT**

STANDARD EQUIPMENT - 2010 Fleet/Non-Retail CK31403 4WD Reg Cab 161.5" WB, 84.4" CA WT

MECHANICAL

- Engine, Vortec 6.0L Variable Valve Timing V8 SFI (312 hp [232.6 kW] @ 4400 rpm, 373 lb-ft. [503.5 N-m] @ 4400 rpm)
- Transmission, 6-speed automatic, heavy-duty, electronically controlled with overdrive and tow/haul mode (Requires (LY6) Vortec 6.0L V8 SFI engine.)
- Rear axle, 3.73 ratio
- Air cleaner, high-capacity
- Transfer case, with floor-mounted shifter (Requires 4x4 models.)
- Four wheel drive
- Cooling external engine oil cooler, heavy-duty air-to-oil, integral to driver-side of radiator tank
- Cooling auxiliary external transmission oil cooler, heavy-duty air-to-oil
- Battery, heavy-duty 600 cold-cranking amps, maintenance-free with rundown protection and retained accessory power (Not standard with (LMM) Duramax 6.6L Turbo Diesel V8 engine.)
- Alternator, 125 amps
- Recovery hooks, front, frame-mounted
- Body, Chassis Cab, includes (VF7) bumper delete
- Frame, hydroformed
- GVWR, 12,000 lbs. (5443 kg) (Standard with 4x4 models only.)
- Suspension, front independent, torsion bar
- Suspension, rear 3-stage springs
- Suspension Package, Handling/Trailering, heavy-duty includes 46 mm piston monotube shocks and 34mm front stabilizer bar
- Steering, power, recirculating ball
- Brakes, 4-wheel antilock, 4-wheel disc
- Exhaust, aluminized stainless-steel muffler and tailpipe

PROCESSING-OTHER

- Rear Bumper Delete

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2010 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Reg Cab 161.5" W **STANDARD EQUIPMENT**

STANDARD EQUIPMENT - 2010 Fleet/Non-Retail CK31403 4WD Reg Cab 161.5" WB, 84.4" CA WT

SAFETY

- Daytime Running Lamps with automatic exterior lamp control
- Air bags, frontal, driver and right-front passenger with passenger-side deactivation switch (Never place a rear-facing infant restraint in the front seat of any vehicle equipped with an active frontal air bag. Always use safety belts and the correct child restraints for your child's age and size. Children are safer when properly secured in a rear seat. See the vehicle's Owner's Manual and child safety seat instructions for more safety information.)
- OnStar, delete

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Customer File:

March 24, 2010 2:15:18 PM

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ALTON FIRE DEPT.

GENERAL FIRE EQUIPMENT'S BRUSH TRUCK SPECIFICATIONS

The specifications listed below are for the request of a cab chassis for a brush truck due to the bad conditions that our trucks go through and the rough terrain that we encounter in our coverage areas. The specifications listed are to prevent further costly repairs that the city has recently encountered with our recent trucks.

STANDARD EQUIPMENT:

- Truck Cab and Chassis
- Truck 4x4 w/ 6.4L diesel
- Twin turbo charged engine
- Automatic transmission
- Air conditioning
- AM/FM Stereo
- Military-grade 4x4 suspension upgrades
- 6" lifted chassis for better ground clearance
- Traction bars for better weight transfer and more traction to the ground
- Extra heavy-duty springs
- Military-grade puncture resistant tires w/ run flat technology and inner and outer bead locks
- Axles w/ ARB air lock system for positive traction on all four wheels when off road
- Warn 16.5 ti winches on front and rear of chassis
- Extra heavy-duty front bumper and brush guards
- Heavy-duty underbody skid plates
- Heavy-duty rub rails to protect body and booster reels

Pricing

This is the breakdown of the pricing listed in the Pricing Summary prepared by Bill Kelly of Gunn Chevrolet. The details of the discounts and fees are listed below:

2010 Fleet/Non-Retail Chevrolet Silverado CK31403 VQ2

Base Price	\$29,074.50
Total Options (AM/FM Radio)	+ \$144.50
Destination Charge	<u>+ \$995.00</u>
	\$30,214.00
Radio Removal (AM/FM Radio)	- \$144.50
Rebate	- \$6,200.00
Rebate	- \$383.00
State Inspection Fee	+ \$29.75
Processing Fees	+ \$300.00
Brush Guard	+ \$545.00
Shipping Fees (N/A will pick up)	<u>+ 0.00</u>
Grand Total	\$24,361.25

Commissioners Court Approved Cooperative Vendors List

“EXHIBIT A”

Buyboard;

Vendor	Contract Description	Contract
American Tire Distributor Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08
Amerx Office Solutions	Copiers & Supplies	299-08
Audio Visual Aids	Audio Visual Equipment & Supplies	313-09
BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	261-07
Burton Auto Supply	Tires, Tubes & Auto Products	307-08
CC Distributors, Inc.	Custodial Supplies & Equipment	291-08
Carrier Corporation	HVAC Equipment & Supplies & Insulation Trades Services & Labor for Electrical, Plumbing & HVAC	305-08 296-08
Chemsearch, A Div Of NCH	Water Treatment Chemicals & Equipment	288-08
Commercial Security Integration	Radio Communication Products	285-08
Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08
Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	284-08
GT Distributors	Public Safety & Fire House Supplies & Equipment	284-08
Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09
Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	267-07
Graybar	Technology Equipment, Software & Supplies	285-08
Gulf Coast Paper	Custodial Supplies & Equipment	291-08
Hcalth Edco Inc.	Instructional Supplies & Equipment	328-09
Henry Schein, Inc.	First Aid Supplies & Equipment	294-08
Ikon Office Solutions	Copiers & Supplies	299-08
Industrial Communications	Radio Communication Products	285-08
Insko Distributing	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09
Jean's Restaurant Supply	Food Services Equipment & Services	274-07
John Deere Landscapes	Grounds Maintenance Equipment & Irrigation Products & Installation	292-08
Johnson Supply	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
Johnstone Supply-Corpus	Maintenance, Repair & Operation Supplies & Equipment	263-07
Johnstone Supply-Houston	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08 239-10
KEY Enterprises	Athletic & PE Supplies & Heavy Duty Exercise Equipment	261-07
Kinloch Equipment & Supply Inc.	Sewer Inspection & Cleaning Equipment	270-07
MSC Industrial Supply	Maintenance, Repair & Operation Supplies & Equipment	263-07
Miller Uniforms & Emblems Inc.	Public Safety & Fire House Supplies & Equipment	284-08
Miracle Recreation Equipment Co.	Parks & Recreation & Field Lighting Products & Installation	269-07
Moore Medical LLC	First Aid Supplies & Equipment	294-08
Myer's Tire Supply	Tires, Tubes & Auto Parts, Supplies & Equipment	307-08
O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08

Pasco Brokerage, Inc.	Food Services & Equipment & Services	274-07
SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	284-08
Safeguard Universal	Awards, Trophies & Personal Recognition	266-07
Southern Tire Mart	Tires, Tubes & Auto Products	307-08
Staples	Office Supplies & Equipment	328-09
Superior Alarms	Radio Communication Products Fire & Security & Monitoring Supplemental Technology Products Software & Supplies	285-08 325-09 289-08
Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08
The Play Well Group	Parks & Recreation & Field Lightning Products & Installation	269-07
Toshiba Business Solutions	Copiers & Supplies	299-08
Waukesha-Pearce Industries, Inc.	Construction Equipment	268-07
Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09
B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	330-09
Dooley Tackaberry, Inc.	Public Safety & Fire Supplies & Equipment	284-08
Gunn Chevrolet	Vehicles	281-07

TPSS-Term contracts P.O.s;

Vendor	Contract Description	Contract
Ansell Healthcare Products Inc.	Contraceptives	269-A4
Apothecus Pharmaceutical Corp.	Contraceptives	269-A4
Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Bob Barker Company, Inc.	Clothing & Apparel	200-A1
Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Compliance Diagnostic Equipment LLC	Drug & Alcohol Testing Products	193-A2
Graybar Electric	Electrical Equipment & Supplies	285-A1
National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Kyocera Mita America Inc. - Minolta	Photocopiers-Rental Renewal Only	985-A5
Midwest Medical Supply	Hospitals Sundries (Disposables) including syringes	475-A1
Neopost National Government Account	Postage Meters-Rental Renewal Only	985-R1
Office Communications Systems, Inc	Photocopiers-Rental Renewals Only	985-A6
Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-R1
PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2
Prescription Supply Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Presto Printing	Business Cards through TX Smartbuy	966-N1
Products Unlimited, Inc.	Hospitals Sundries (Disposables) including syringes	475-A1
Richmond Pharmaceuticals, Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Rodzina Industries, Inc.	Custom & Stock Rubber Stamps	615-N1
Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3
Sharp Electronics Corporation	Photocopiers-Rental Renewal Only	985-A6
Tetra Medical Supply Corp.	Hospitals Sundries (Disposables) including syringes	475-A1
Texas Correctional Industries	Laundry Supplies	505-A2

	Name Plates Easels & Signs (engraved) up to 24"x48"	665-A2
Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5
Voss Lightning	Electrical Equipment & Supplies	285-A1
Xerox Corporation	Photocopier Lease & Rental	985-L2

TPSS-DIR;

Vendor	Contract Description	Contract
A T & T	Cisco Networking Equipment	233
	Telecommunication Contract for Wireless Voice & Data/Cellular Services	597
	Networking Services	826
CDW Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software	223
		592
		673
CDW 3 Com	Computer Software for Mini and Main Frames (Pre programmed)	229
Calence	Computer Equipment, Software, Components, Peripherals & Software	236
	Networking Products & Services	235
	Audio Conferencing Services, Technology-Based, Conferencing & Video Svcs.	838
Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580
Cima Solutions Group	Software	292
Copy Graphics	Canon Printers, Multifunction Products, and Related Services	509
DLT Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	513
Daptiv/CIMA	Software Supplies & Services	841
Dell Marketing LP	Computer Equipment, Software, Components & Peripherals Software	251
		600
		568
		890
		1014
Hewlett Packard Co.	Computer Equipment, Software, Components, Peripherals & Software	223
Insight	Computer Equipment, Software, Components, Peripherals & Software	223
MTM Technologies	Computer Equipment, Software, Components, Peripherals & Software	264
SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	223
		810
		890
SHI Government Solutions, Inc.	Purchase of Various Software	1009
Tech Depot	Computer Equipment, Software, Components, Peripherals & Software	223
Votec	Software	937

TPSS-TXMAS contracts;

Vendor	Contract Description	Contract
Acuity Specialty Products DBA Zep Manuf.	Janitorial Supplies, Food Service, Hospitality, Cleaning Equipment & Supplies, Chemical & Services	6-73080
AllSteel Inc.	Office Furniture	9-711030
Arrow Magnolia International, LP	Cleaning Supplies	7-73050
Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equipment & Supplies, Chemicals & Services	5-73050
Bob Barker	Clothing Uniforms, Footwear & Accessories	8-840140
Business Interiors by Staples The Hon Company	Special Use Furniture	6-71111060
Datum Filing Systems Inc.	Office Furniture	5-711010
Diaz Floors & Interiors	Floor Covering	5-721A060
Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180
Ergogenesis, LLC	Office Furniture	3-7110470
Fed Ex Kinko's	The Office, Imaging & Document Solution	5-36020
GCR Tires Centers Of Pharr	Tires	7-261020
Garrett Electronics, Inc.	Total Solutions for Law Enforcement, Security Facilities Mgmt., Fire, Rescue, Clothing, Marine	5-84010
Global Industries, Inc.	Office Furniture	3-7111010
Kimball International	Office Furniture	3-711060
MSC Industrial Supply Co.	Hardware	3-51V020
Mayline Company	Office Furniture	4-7110330
Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, medium truck, and bus, and retread services	7-261010
Separation Systems Consulting, Inc.	Environmental Services	7-899030
Sherwin Williams	Maintenance & Hardware	5-51V010
Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070
Snap-On Industrial	Hardware Products & Services	3-51V010
Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020
Stanley Security Solutions, Inc.	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine Craft & Emergency Disaster Response	7-84080
Tandus US, Inc.	Floor Covering	5-721A060
The Hon Company	Office Furniture	3-711090
Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, medium truck, and bus, and retread services	7-261010
Tremco, Inc.	Facilities Maintenance & Management Bldg. &	603FAC010

	Bldg. Materials/Industrial Services & Supplies	6-56050
United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080
VF Imagewear, Inc.	Law Enforcement, Security, Facilities Management, Fire, Rescue, Clothing	6-84070
W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030
World Wide Imaging Supplies	Office Products	8-75030

TPSS-State Travel Management Program;

Vendor	Contract Description	Contract
Enterprise Rent a Car	Car Rental	TX-C1080
Avis Rent a Car Systems	Car Rental	TX-C1080

TIPS;

Vendor	Contract Description	Contract
Chemical Response & Remediation Contractors, Inc.	Trades, Temporary Labor & Materials	8032609
3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	01-032609 1072309

US Communities;

Vendor	Contract Description	Contract
Auto Zone	Auto Parts & Accessories	0601343
Graybar	Electrical Products	MA-43272-6
Hagemeyer	Homeland Security and Public Safety	RQ06-814063-10A
Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b
The Home Depot	Maintenance/Hardware Supplies	05091

TCPN;

Vendor	Contract Description	Contract
Best Buy Gov LLC	Audio Visual Equipment and Services	R-4705
CDW	Computer, Components, Peripherals & Software	R-4713
GovConnection	Computer, Components, Peripherals & Software	R-4718
M & A Technology	Computer, Components, Peripherals & Software	R-4721
Office Depot	Office & School Supplies	R-4670
Tandus US LLC	Commercial Floor Covering Systems	R-4882
Tech Depot	Computer, Components, Peripherals & Software	R-4716
Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-4669
Tremco	Roofing Products & Services	R-4812
ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-4679
Xerox Corporation	Document Management (Copiers)	R-4671
Xerox Supplies	Paper fine	R-4929

GSA;

Vendor	Contract Description	Contract
CDW	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-0195J
Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D
Tactical Gear Now, Inc.		GS-07F-5508R

HGAC;

Vendor	Contract Description	Contract
Motorola	Communication Equipment & Services	RA01-08
Sprint	Communication Equipment & Services	CW-05/02
Superior Alarms	Surveillance & Access Control Equipment	SE05-05
EF Johnson Co.	Communications Equipment & Services	RA01-08
A & B Communications	Communications Equipment & Services	RA01-08
Superior Alarms	Video Surveillance Systems	SE05-08

***Denotes: New Vendor added for approval**

AI-21078**17.D.****Action Plan Resolution
CC REGULAR**

Date: 05/11/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Lupita Garcia
Department: URBAN COUNTY
Agenda Category: Urban County

Information**CAPTION**

Approval of a Resolution authorizing approval and submittal of the 2010-2011 Annual Action Plan for Year 2010 to the Department of Housing and Urban Development (HUD).

BACKGROUND

The Urban County Program is requesting authorization to submit the One Year Action Workplan for Years 2010-2011 to HUD. The Annual Action Plan for Year 2010 proposes an overall budget of \$12,484,068.00.

CDBG	\$ 9,139,948.00
HOME	\$ 2,973,382.00
ESG (Emergency Shelter Grant)	\$ 370,738.00
TOTAL:	\$12,484,068.00

Fiscal Impact

Attachments

Link: [resolution](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/05/2010 09:36 AM	APRV
2	Perla Lopez	Perla Lopez	05/07/2010 08:39 AM	APRV
3	Auditor's Office		05/07/2010 05:16 PM	NEW
Form Started By: Estella Webber			Started On: 05/04/2010 05:17 PM	
Final Approval Date: 05/07/2010				

AI-21078**17.D.****Action Plan Resolution
CC REGULAR**

Date: 05/11/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Lupita Garcia
Department: URBAN COUNTY
Agenda Category: Urban County

Information**CAPTION**

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ESG (Emergency Shelter Grant)	\$ 370,738.00
TOTAL:	\$12,484,068.00

Fiscal Impact

Attachments

Link: [resolution](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/05/2010 09:36 AM	APRV
2	Perla Lopez	Perla Lopez	05/07/2010 08:39 AM	APRV
3	Auditor's Office		05/07/2010 05:16 PM	NEW
Form Started By: Estella Webber			Started On: 05/04/2010 05:17 PM	
Final Approval Date: 05/07/2010				

AI-21086

18.A.

**2010 BF Peer Counselor Grant
CC REGULAR**

Date: 05/11/2010
Submitted By: Margarita Gonzalez, WIC
Submitted For: Norma L. Longoria, WIC Director
Department: WIC
Agenda Category: WIC

Information

CAPTION

BF Program Grant (1292):

1. Approval to create one (1) regular full-time Peer Counselor II position, slot no. 030, Grade level 04 and one (1) regular full-time Community Peer Counselor position, slot no. 031, Grade level 05.
2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1292-441-00-350-002-0-XXX
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** No

BUDGETARY IMPACT:

Worksheet reflects surplus funding up until end of grant 9/30/2010. Grant to renew 10/01/10 and will cover salaries for proposed positions created through end of calendar year 2010. No transfer required.

Attachments

Link: [projection of surplus funding worksheet](#)

Link: [PARS](#)

Link: [job descriptions](#)

Link: [fiscal note](#)

Link: [Revised salary schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/06/2010 12:59 PM	APRV
2	Budget & Management		05/06/2010 01:08 PM	NEW
3	Budget & Management		05/06/2010 01:08 PM	
4	Auditor's Office		05/06/2010 01:08 PM	
7	Rosalinda Cantu	Rosie Cantu	05/07/2010 03:38 PM	APRV
8	Sylvia Solis	Sylvia Solis	05/07/2010 04:36 PM	APRV
-				

Form Started By: Margarita
Gonzalez

Started On: 05/05/2010 10:54
AM

Final Approval Date: 05/07/2010

WIC BREASTFEEDING FY 10

GRANT ENDING 09/30/2010

Projection of Salaries and Fringes for the remainder of the Breastfeeding FY 10 period ending 09/30/10

		*COST PER PAY PERIOD	REMAINING PAY PERIODS	COST FOR REMAINING PDS	BUDGET BALANCE 5/7/2010	ANTICIPATED SURPLUS (DEFICIT)
Salaries-F/T	113	\$ 24,943.54	11.4	\$ 284,356.36	\$ 346,609.89	\$ 62,253.53
Longevity Pay	115	\$ 95.00	11.4	\$ 1,083.00	\$ 1,403.98	\$ 320.98
Supplemental Pay	117		11.4	\$ -		\$ -
Clothing Allowance	119		11.4	\$ -		\$ -
Health Insurance	211	\$ 3,045.33	11	\$ 33,498.63	\$ 94,369.45	\$ 60,870.82
Life Insurance	212	\$ 63.00	5	\$ 315.00	\$ 533.25	\$ 218.25
Fica	220	\$ 1,908.17	11.4	\$ 21,753.14	\$ 26,936.87	\$ 5,183.73
Retirement	230	\$ 2,374.61	11.4	\$ 27,070.55	\$ 17,589.79	\$ (9,480.76)
Unemployment Comp.	250	\$ 124.71	11.4	\$ 1,421.69	\$ 1,730.92	\$ 309.23
Worker's Comp	260	\$ -	11.4	\$ -	\$ 4,698.00	\$ 4,698.00
		\$ 32,554.36		\$ 369,498.37	\$ 493,872.15	\$ 124,373.78

Notes:

* Cost per pay period = Most recent pay period.

representative of future amounts to be paid through September 30, 2010.

Health Insurance is paid twice per month only.

Life Insurance is paid once per month only.

Prepared by Grants Division
Hidalgo County
05/07/10

\$	284,356.36
\$	84,059.02
	0.295611525

\$	124,373.78

\$	97,167.01	Amount Available for Salaries
\$	27,206.76	Amount Available for Fringes associated with Salaries
\$	124,373.78	

Prepared by Grants Division
Hidalgo County
05/07/10



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: **WIC B/F (1292)**

DATE: 05/07/10

CURRENT POSITION TITLE: -

CURRENT SLOT #: 0030

REQUESTED POSITION TITLE: **Peer Counselor II**

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

POSITION SALARY REQUEST:

ONE (1)	N/A	G4 S1	\$	23,385.00
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP		NET CHANGE

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other 0-1292-441-00-350-002-0-XXX -WIC B/F GRANT

POSITION TYPE:

Full Time Employee Object 113	☒	Part Time Employee Object 114	☐	_____
Full Time Temporary Object 121	☐	Part Time Temporary Object 122	☐	\$ _____

Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:	FLSA:
Exempt ☐	Exempt ☐
Non-Exempt ☒	Non-Exempt ☒
N/A ☐	

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

*So more person from WIC grant that does
BF education to feel counselor grant.*

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

Provide BF counseling to BF mothers & keep track of Breastfeeds
→ Nursing basis

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.	<u>David Lazzar</u>	<u>5/7/10</u>	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
	DEPARTMENT HEAD	DATE			
2.	<u>Blue O'Leary</u>	<u>5/07/2010</u>	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
	HUMAN RESOURCES DIRECTOR	DATE			
3.	<u>Blue O'Leary</u>	<u>5/07/2010</u>	BUDGET PROCEDURES COMPLETED	☒ YES	☐ NO
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE			
4.	COMMISSIONERS COURT APPROVAL	DATE			



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: **WIC B/F (1292)**

DATE: 05/07/10

CURRENT POSITION TITLE: -

CURRENT SLOT #: 0031

REQUESTED POSITION TITLE: **Community Peer Counselor**

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

POSITION SALARY REQUEST:

ONE (1)	N/A	G5 S1	\$	25,256.00
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP		NET CHANGE

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other 0-1292-441-00-350-002-0-XXX -WIC B/F GRANT

POSITION TYPE:

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

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)

To provide BF education in the community hospitals and clinics.

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

Communicating with ^{the} Participants
Document + keep accurate records
be able to work with ~~as~~ groups of people

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. <u>Naama L. Longue</u> <u>5/7/10</u>	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES ☐ NO
2. <u>Paula Villegas</u>	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES ☐ NO
3. <u>Paula Villegas</u>	DATE	BUDGET PROCEDURES COMPLETED	☒ YES ☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE		

PEER COUNSELOR II

GRADE: 04

GENERAL DESCRIPTION

Support the federally mandated requirement for WIC breastfeeding promotion program by providing basic counseling, education and assistance to women who choose to participate in the program. This position determines and advises clinic staff on appropriate WIC food package prescription for breastfeeding women and their children based upon needs assessment. Incumbent also determines appropriate counseling techniques in a variety of cultural, socioeconomic, family and health situations and when medical referrals are warranted. Decisions about breastfeeding problems out of the incumbent's expertise, work schedules, breastfeeding supplies requests and client needs referrals are referred to the supervisor(s).

EXAMPLES OF WORK PERFORMED

Provides counseling and education to pregnant and breastfeeding women to encourage initiation and increased lactation during of breastfeeding

Confers with physicians, nutritionists and nurses regarding the health of clients and their children

Monitors WIC centers to ensure the environment is conducive to promotion of the breastfeeding program

Documents breastfeeding assessment and counseling in medical records at WIC centers and hospitals

Assesses breastfeeding problems and provides appropriate referrals

Uses appropriate counseling techniques/protocols in responding to a variety of culture and family situations

Monitors WIC breastfeeding rates to ensure they meet the performance/program objectives in the contract with the Texas Department of Health

Completes lactation educator certification and participates in regular continuing education

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

High School diploma or equivalent required; requires lactation educator certification; must have breastfed one child successfully for six (6) months. Must be participating or have

participated in the WIC program within the past year; can give at least a one (1) year commitment.

Knowledge, Skills, and Abilities

Must have the ability to read, write and comprehend English and Spanish language

Must have transportation and telephone availability

Must have a valid Texas Driver's License

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 regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

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
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

COMMUNITY PEER COUNSELOR

GRADE: 05

GENERAL DESCRIPTION

Employee responsible for breastfeeding promotion of WIC participants. Work involves communicating with WIC participants individually through community group breastfeeding education classes, or one to one counseling in the hospitals. Organize activities related to breastfeeding promotion and present accurate breastfeeding information. Must be able to document and keep accurate records. Accurate breastfeeding information must be presented in an enthusiastic manner. She should be a model of good parenting and breastfeeding skills.

EXAMPLES OF WORK PERFORMED

Provide advance breastfeeding counseling to breastfeeding patients who encounter minor breastfeeding problems and provides follow-up. Perform hospital visits according to the standards set by the local hospital

Counsel pregnant and breastfeeding mothers individually about normal breastfeeding methods and how to avoid common breastfeeding problems

Record counseling encounters accurately

Counsel WIC pregnant or nursing mothers by telephone as requested or assigned. Follow up with new mothers by telephone

Teach nutrition education classes for pregnant and breastfeeding women enrolled on the WIC program

Distributes breastfeeding information in prenatal/ breastfeeding classes. Provides accurate information and promotion of the benefits of breastfeeding

Addresses specific concerns of expectant mothers and correct misinformation which may prevent a pregnant woman from breastfeeding

Promote breastfeeding within the clinic by preparing bulletin boards and displays

Promotes breastfeeding in the community in conjunction with outreach activities

Oversee the issuance of breast pumps. Issue breast pumps to eligible breastfeeding women according to the WIC-established procedures

Explain proper pump use before distribution. Follow up with those issued breast pumps to assure success of use

Attend WIC staff meetings on a monthly basis

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years experience in patient care preferred. Graduation from a standard senior high school supplemented by advanced breastfeeding training generally preferred. Two (2) years of experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Understanding of use of State WIC computer

Able to operate a TV-VCR

Be able to use a personal computer, including use of Word, Excel, and the internet.
Knowledge of access helpful

Able to operate and instruct patients about Breast pumps, manual and electric

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 regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

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
- 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
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
 From: Raul Silguero Jr., Budget Officer
 CC Date: Tuesday, May 11, 2010

Agenda Item: 21086

Summary of request/proposal:

WIC Breastfeeding Program (1292):

1. Approval to create one (1) regular full-time Peer Counselor II position, slot no. 0030, Grade Level 04.
2. Approval to create one (1) regular full-time Community Peer Counselor position, slot no. 0031, Grade Level 05.

				Current Budgeted		
Fund	Position	Slot#	Obj	Salary	Adjustment Requested	Total Requested
1292	Peer Counselor II	0030	113	0.00	23,385.00	23,385.00
1292	Community Peer Counselor	0031	113	0.00	25,256.00	25,256.00
				0.00	48,641.00	48,641.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
0-1292-441-00-350-002-0-	113	WIC B/F PRG - REG F/T EMPLOYEES	\$31,495.51
0-1292-441-00-350-002-0-	211	WIC B/F PRG - HEALTH INSURANCE	\$3,505.56
0-1292-441-00-350-002-0-	212	WIC B/F PRG - LIFE INSURANCE	\$34.96
0-1292-441-00-350-002-0-	220	WIC B/F PRG - FICA	\$2,409.41
0-1292-441-00-350-002-0-	230	WIC B/F PRG - RETIREMENT	\$2,998.37
0-1292-441-00-350-002-0-	250	WIC B/F PRG - UNEMPLOYMENT COMP	\$157.48
0-1292-441-00-350-002-0-	260	WIC B/F PRG - WORKER'S COMP	\$0.00
2010 Budgetary Impact			\$40,601.29

2011 Budgetary Impact: \$62,703.79

Possible Funding Sources: Grant 1292 Funds

Budget Office Recommendation:

**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

0-1292-441-00-350-002-0

AI - 21086

WIC B/F PRG

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	PEER COUNSELOR II	4	2	24,203.00	24,348.00	24,348.00	360.00	0.00	0.00	0.00	0.00	24,708.00
0002	113	PEER COUNSELOR I	2	1	20,049.00	20,049.00	20,049.00	0.00	0.00	0.00	0.00	0.00	20,049.00
0003	113	PEER COUNSELOR I	2	0	19,046.55	19,047.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0004	113	PEER COUNSELOR II	4	2	24,203.00	24,203.00	24,203.00	600.00	0.00	0.00	0.00	0.00	24,803.00
0005	113	PEER COUNSELOR II	4	2	24,203.00	24,211.00	24,211.00	300.00	0.00	0.00	0.00	0.00	24,511.00
0006	113	PEER COUNSELOR I	2	2	20,751.00	20,751.00	20,751.00	0.00	0.00	0.00	0.00	0.00	20,751.00
0007	113	PEER COUNSELOR II	4	1	23,385.00	23,385.00	23,385.00	0.00	0.00	0.00	0.00	0.00	23,385.00
0008	113	PEER COUNSELOR II	4	1	23,385.00	23,385.00	23,385.00	300.00	0.00	0.00	0.00	0.00	23,685.00
0009	113	PEER COUNSELOR II	4	3	25,021.00	25,296.00	25,296.00	0.00	0.00	0.00	0.00	0.00	25,296.00
0010	113	PEER COUNSELOR I	2	0	19,046.55	19,047.00	19,047.00	0.00	0.00	0.00	0.00	0.00	19,047.00
0011	113	PEER COUNSELOR I	2	5	22,857.00	22,857.00	22,857.00	0.00	0.00	0.00	0.00	0.00	22,857.00
0012	113	PEER COUNSELOR I	2	0	19,046.55	19,047.00	19,047.00	0.00	0.00	0.00	0.00	0.00	19,047.00
0013	113	PEER COUNSELOR I	2	3	21,453.00	21,640.00	21,640.00	0.00	0.00	0.00	0.00	0.00	21,640.00
0014	113	PEER COUNSELOR I	2	3	21,453.00	21,640.00	21,640.00	0.00	0.00	0.00	0.00	0.00	21,640.00
0015	113	PEER COUNSELOR I	2	0	19,046.55	19,047.00	19,047.00	0.00	0.00	0.00	0.00	0.00	19,047.00
0016	113	PEER COUNSELOR I	2	0	19,046.55	19,047.00	19,047.00	0.00	0.00	0.00	0.00	0.00	19,047.00
0017	113	PEER COUNSELOR I	2	0	19,046.55	19,047.00	19,047.00	0.00	0.00	0.00	0.00	0.00	19,047.00
0018	113	PEER COUNSELOR I	2	0	19,046.55	19,047.00	19,047.00	0.00	0.00	0.00	0.00	0.00	19,047.00
0019	113	PEER COUNSELOR I	2	0	19,046.55	19,047.00	19,047.00	0.00	0.00	0.00	0.00	0.00	19,047.00
0020	113	PEER COUNSELOR I	2	0	19,046.55	19,047.00	19,047.00	0.00	0.00	0.00	0.00	0.00	19,047.00
0021	113	PEER COUNSELOR I	2	0	19,046.55	19,047.00	19,047.00	0.00	0.00	0.00	0.00	0.00	19,047.00
0022	113	PEER COUNSELOR I	2	1	20,049.00	20,049.00	20,049.00	0.00	0.00	0.00	0.00	0.00	20,049.00
0023	113	PEER COUNSELOR I	2	0	19,046.55	19,047.00	19,047.00	0.00	0.00	0.00	0.00	0.00	19,047.00
0024	113	PEER COUNSELOR I	2	0	19,046.55	19,047.00	19,047.00	0.00	0.00	0.00	0.00	0.00	19,047.00

**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

0-1292-441-00-350-002-0

AI - 21086

WIC B/F PRG

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0025	113	COMMUNITY PEER COUNSELOR	5	1	25,256.00	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0026	113	COMMUNITY PEER COUNSELOR	5	1	25,256.00	25,256.00	25,256.00	420.00	0.00	0.00	0.00	0.00	25,676.00
0027	113	COMMUNITY PEER COUNSELOR	5	1	25,256.00	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0028	113	PEER COUNSELOR MANAGER	6	1	27,276.00	27,276.00	27,276.00	300.00	0.00	0.00	0.00	0.00	27,576.00
0029	113	ASSISTANT BREASTFEEDING COORDINATOR	13	2	48,383.00	48,383.00	48,383.00	0.00	0.00	0.00	0.00	0.00	48,383.00
		CREATE THE FOLLOWING: ↓											
0030	113	PEER COUNSELOR II	4	1	23,385.00	23,385.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		CREATE THE FOLLOWING: ↓											
0031	113	COMMUNITY PEER COUNSELOR	5	1	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
					699,638.60	700,446.00	632,758.00	2,280.00	0.00	0.00	0.00	0.00	635,038.00

1. Approval to create one (1) regular full-time Peer Counselor II position, slot no. 0030, Grade Level 04.
 2. Approval to create one (1) regular full-time Community Peer Counselor position, slot no. 0031, Grade Level 05.
- All personnel actions pending CC approval.

AI-21114

19.A.

**Pct. 2 BCAP & Border Colonia Access Program (115-042) - Deletion, Creation, and transfer of employee from one dept. to the other
CC REGULAR**

Date: 05/11/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Agapito Vargas
Department: BUDGET & MANAGEMENT
Agenda Category: Colonia Access Program

Information

CAPTION

Border Colonia Access Program (1200):

1. Approval to create one (1) regular full-time Colonia Access Program Coordinator position, slot no. 0004, grade level 09.
2. Approval to transfer (lateral transfer) employee no. 164313 (from Pct. 2 BCAP) to slot no. 0004, effective next full pay period (05/24/10)
3. Approval of interdepartmental transfer.
4. Approval of revised salary schedule.

Pct. 2 BCAP (1200):

1. Approval to delete one (1) regular full-time Colonia Access Program Coordinator position, slot no. 0001, budgeted salary \$40,677.00.
2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010
FUNDS AVAILABLE Y/N?: Y

ACCT. #: 0- 1200-431-00-122-017-0-XXX
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds for proposed position and related fringe benefit expenditures available from deletion of position, pending interdepartmental transfer.

Attachments

Link: [PARS](#)
Link: [Job Description](#)
Link: [fiscal note](#)
Link: [Pct. 2 BCAP - Revised salary schedule](#)
Link: [BCAP - Revised salary schedule](#)
Link: [Indept. transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	05/07/2010 10:59 AM	APRV
2	Purchasing Department	Angela Garcia	05/07/2010 11:10 AM	APRV
3	Budget & Management	Erika Zamora	05/07/2010 11:13 AM	APRV
4	Rosalinda Cantu		05/07/2010 05:16 PM	PEND

Form Started By: Sylvia Solis Started On: 05/06/2010 11:10 AM

Final Approval Date: 05/07/2010



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 2 BCAP

DATE: 05/06/10

CURRENT POSITION TITLE: Colonia Access Program Coordinator

CURRENT SLOT. #: 0001

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

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

POSITION SALARY REQUEST:

Salary Amount: \$ 40,677.00 \$ 0.00 \$ (40,677.00)
Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION TYPE:

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

TEMPORARY POSITIONS:

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

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

Position I am requesting to delete this position which is currently under Procurement and move the position under BCAP in order to oversee and manage the position in order to perform County wide task.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES ☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES ☐ NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	5/07/2010 DATE	BUDGET PROCEDURES COMPLETED	☒ YES ☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE		



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Colonia Access Program (115-042)

DATE: 05/06/10

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: 0004

REQUESTED POSITION TITLE: Colonia Access Program Coordinator

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

POSITION SALARY REQUEST:

ONE (1)	N/A	GRADE 9 & STEP 1	\$	\$34,360.00
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP		NET CHANGE

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other PCT. 2 BCAP FUNDS

POSITION TYPE:

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

TEMPORARY POSITIONS:

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

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

This position is essential for the management, oversight and monitoring of BCAP projects within the Precinct and County Wide. The coordinator will be Liaison between the Colonia residents and the contractor. The position will track daily activities at the construction site as well as keeping records on County force account projects. The coordinator will report all activities and keep financial expenditures for the CAP Director.

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

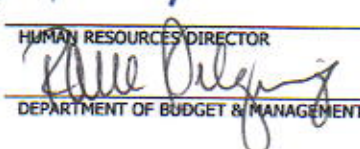
SEE ATTACHED JOB DESCRIPTION.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 DEPARTMENT HEAD	5.7.10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES ☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES ☐ NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	5/07/2010 DATE	BUDGET PROCEDURES COMPLETED	☒ YES ☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE		

HIDALGO COUNTY ROAD & BRIDGE

Job Title: Colonia Access Program Coordinator

FLSA Status: Non-Exempt

Department Code: 115-042

Civil Service Status: Non-Exempt

SUMMARY:

This is highly sensitive position that provides support in administering, monitoring and managing the Border Colonia Access Program including researching data and producing reports on grant. Will coordinate with other government and public/private agencies; and representing the Commissioner at public functions, meetings, etc. as directed.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Employee will monitor existing grant.
- Assist in applying for other grants and programs.
- Urban County Program Funding
- Oversees BCAP projects within Precinct and will be the contact person for Commissioner with the Colonia Access Program Director, project engineer, contractor, TXDOT, and others as necessary.
- Will coordinate with Director on public hearing on projects and other grant programs.
- Supports in research for preparing, presenting and submitting reports and/or requests to immediate supervisor for approval.
- Employee will monitor financial planning schedule for special projects and programs.
- Employee will be the precinct's liaison between public and/or entities, and will be providing assistance to public, external agencies, and persons requesting information.
- May attend meetings, seminars, trainings, etc.
- Other duties as required.

QUALIFICATIONS REQUIREMENTS

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

EDUCATION AND/OR EXPERIENCE

- High school diploma or general education degree (GED).

- Bachelor's degree in public administration, economics or a related field and/or six (6) years experience in public infrastructure construction and project management.

CERTIFICATES, LICENSES AND REGISTRATIONS

- Must possess a valid Texas Driver's License
- Must be able to be insured by the County's insurance carrier

OTHER SKILLS AND ABILITIES

- Ability to review engineering construction plans with knowledge of road construction standards and practices.
- Knowledge of the principals and practices of grant financial administration.
- Thorough knowledge of state agencies and programs.
- Ability to understand, follow and/or give oral and written instructions.
- Ability to communicate effectively, especially orally, with persons of varying education backgrounds.
- Ability to maintain and complete accurate records.
- Employee shall be able to make decisions/corrections as needed and must have strong public relations skills both written and oral.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Employee may be assigned other duties in addition to those listed' duties may change according to the changing needs of the County and/or the Colonia Access Program.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is required to sit and use hands to operate tools or controls; reach with hands and arms; and talk and hear. The employee is required to stand; walk; sit; and stoop, kneel, crouch, or crawl, and possess the ability to adjust focus.

The employee must regularly lift and/or move over twenty-five (25) pounds, sit for extended periods of time, and operate assigned equipment. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disability to perform the essential functions. While performing the duties of this job, the employee frequently works in outside weather conditions. The employee occasionally works near moving mechanical parts.

The noise level in the work environment is usually moderate.

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.
- Demonstrating intellectual capabilities.

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 Departments' safety regulations.

LANGUAGE SKILLS

Bilingual preferred

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.

Agenda Item: **21114**

To: Commissioner' Court
 From: Raul Silguero Jr., Budget Officer
 CC Date: Tuesday, May 11, 2010

Summary of request/proposal:

Border Colonia Access Program (1200):

1. Approval to create one (1) regular full-time Colonia Access Program Coordinator position, slot no. 0004, grade level 09.
2. Approval to transfer (lateral transfer) employee no. 164313 (from Pct. 2 BCAP) to slot no. 0004, effective next full pay period (05/24/10)

Pct. 2 BCAP (1200):

Approval to delete one (1) regular full-time Colonia Access Program Coordinator position, slot no. 0001, budgeted salary \$40,677.00.

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1200	Colonia Access Program Coordinator	0001	113			40,677.00	0.00	(40,677.00)
TOTAL:						40,677.00	0.00	(40,677.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1200-431-00-122-017-0- 113	PCT. 2 BCAP - REG F/T EMPLOYEES	(\$24,936.09)
0-1200-431-00-122-017-0- 211	PCT. 2 BCAP - HEALTH INSURANCE	(\$1,659.44)
0-1200-431-00-122-017-0- 212	PCT. 2 BCAP - LIFE INSURANCE	(\$16.55)
0-1200-431-00-122-017-0- 220	PCT. 2 BCAP - FICA	(\$1,907.61)
0-1200-431-00-122-017-0- 230	PCT. 2 BCAP - RETIREMENT	(\$2,373.92)
0-1200-431-00-122-017-0- 250	PCT. 2 BCAP - UNEMPLOYMENT COMP	(\$124.68)
0-1200-431-00-122-017-0- 260	PCT. 2 BCAP - WORKER'S COMP	\$0.00
2010 Budgetary Impact		(\$31,018.29)

2011 Budgetary Impact: (\$50,598.59)

Possible Funding Sources: FUNDS AVAILABLE FROM DELETION OF POSITION

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1200	Colonia Access Program Coordinator	0004	113	9	1	0.00	34,360.00	34,360.00
TOTAL:						0.00	34,360.00	34,360.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1200-431-00-115-042-0- 113	COLONIA ACCESS PROGRAM - REG F/T EMPLOYEES	\$21,063.60
0-1200-431-00-115-042-0- 211	COLONIA ACCESS PROGRAM - HEALTH INSURANCE	\$1,659.44
0-1200-431-00-115-042-0- 212	COLONIA ACCESS PROGRAM - LIFE INSURANCE	\$16.55
0-1200-431-00-115-042-0- 220	COLONIA ACCESS PROGRAM - FICA	\$1,611.37
0-1200-431-00-115-042-0- 230	COLONIA ACCESS PROGRAM - RETIREMENT	\$2,005.25
0-1200-431-00-115-042-0- 250	COLONIA ACCESS PROGRAM - UNEMPLOYMENT COMP	\$105.32
0-1200-431-00-115-042-0- 260	COLONIA ACCESS PROGRAM - WORKER'S COMP	\$0.00
2010 Budgetary Impact		\$26,461.53

2011 Budgetary Impact: \$43,165.37

Possible Funding Sources: PCT. 2 BCAP FUNDS (PENDING INTERDEPT. TRANSFER)

Budget Office Recommendation:

**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

0-1200-431-00-122-017-0

AI - 21114

PCT. 2 BCAP

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	DELETE THE FOLLOWING: ↓ COLONIA ACCESS PROGRAM COORDINATOR	40,677.00	0.00	0.00	0	0.00	0.00	40,677.00	33,600.00	0.00	0.00	0.00	0.00	0.00	33,600.00
TOTAL:			40,677.00	0.00	0.00		0.00	0.00	40,677.00	33,600.00	0.00	0.00	0.00	0.00	0.00	33,600.00

**Approval to delete one (1) regular full-time Colonia Access Program Coordinator position, slot no. 0001, budgeted salary \$40,677.00.
Personnel action pending CC approval.**

**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

0-1200-431-00-115-042-0

AI - 21114

COLONIA ACCESS PROGRAM

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	COLONIA ACS PRGM DIRECTOR				66,940.00	66,940.00	360.00	0.00	0.00	0.00	0.00	67,300.00
0002	113	ADMINISTRATIVE ASSISTANT IV	10	2	38,408.00	38,408.00	38,788.00	360.00	0.00	0.00	0.00	0.00	39,148.00
0003	113	COLONIA ACCESS PROGRAM COORDINATOR	9	6	40,677.00	40,677.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0004	113	CREATE THE FOLLOWING: ↓ COLONIA ACCESS PROGRAM COORDINATOR											
			9	1	34,360.00	34,360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
					113,445.00	180,385.00	105,728.00	720.00	0.00	0.00	0.00	0.00	106,448.00

1. Approval to create one (1) regular full-time Colonia Access Program Coordinator position, slot no. 0004, Grade level 09.
2. Approval to transfer (lateral transfer) employee no. 164313 (from Pct. 2 BCAP) to slot no. 0004, effective next full pay period (05/24/10). Personnel actions pending CC approval.

DATE: May 6, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010

Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for
Border Colonia Access Program

ACCOUNT NUMBER: 0-1200-431-00-1XX-0XX-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				
0-1200-431-00-122-017-0-	113	Pct 2 BCAP -	Reg F/T Employee	(21,063.60)
0-1200-431-00-122-017-0-	211	Pct 2 BCAP -	Health Insurance	(1,659.44)
0-1200-431-00-122-017-0-	212	Pct 2 BCAP -	Life Insurance	(16.55)
0-1200-431-00-122-017-0-	220	Pct 2 BCAP -	FICA	(1,611.37)
0-1200-431-00-122-017-0-	230	Pct 2 BCAP -	Retirement	(2,005.25)
0-1200-431-00-122-017-0-	250	Pct 2 BCAP -	Unemployment Comp.	(105.32)
TO				
0-1200-431-00-115-042-0-	113	Colonia Access Program -	Reg F/T Employee	21,063.60
0-1200-431-00-115-042-0-	211	Colonia Access Program -	Health Insurance	1,659.44
0-1200-431-00-115-042-0-	212	Colonia Access Program -	Life Insurance	16.55
0-1200-431-00-115-042-0-	220	Colonia Access Program -	FICA	1,611.37
0-1200-431-00-115-042-0-	230	Colonia Access Program -	Retirement	2,005.25
0-1200-431-00-115-042-0-	250	Colonia Access Program -	Unemployment Comp.	105.32
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON:

Interdepartmental transfer to fund current salary and related fringe benefit expenditures for one (1) Colonia Access Program Coordinator, slot no. 0004, under Border Colonia Access Program (115-042).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-21120

20.A.

Request approval for Interlocal Cooperation Agreement between City of San Juan and County of Hidalgo for Drainage Project

CC REGULAR

Date: 05/11/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Precinct #2

Information

CAPTION

Discussion, consideration and approval of Interlocal Cooperation Agreement between City of San Juan and County of Hidalgo for drainage improvements to an area 1/4 mile South of Sioux Road along Cesar Chavez Road.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1339-431-00-122-039-0-XXX
FUNDS AVAILABLE Y/N?: Y/Pending MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
County responsible for a portion of this project \$115,608.88 as per ICA.

*Funding through transfer on CCM Consent Agenda AI-21121.

Attachments

Link: [ICA](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/07/2010 08:04 AM	APRV
2	Roland Garcia	Rolando Garcia	05/07/2010 10:25 AM	APRV
3	Auditor's Office		05/07/2010 05:16 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 05/06/2010 04:08 PM
Final Approval Date: 05/07/2010

1

1

1

AND

THIS Agreement is made on this the ____ day of _____, 2010, by and between the **CITY OF SAN JUAN, TEXAS** hereinafter referred to as "San Juan", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, San Juan is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, County and San Juan desire to make drainage improvements to an area encompassed by ¼ mile South of Sioux Road along Cesar Chavez Road.

WHEREAS, County and San Juan, each pursuant to its statutory and constitutional authority, are desirous that the necessary drainage improvements be done in order to alleviate the existing flood problems within their respective territorial rights.

WHEREAS, the drainage improvements to the area shall include, but not be limited to, Installation of 18" and 36" storm sewer pipe with inlets and manholes, and engineering (collectively the "Project");

WHEREAS, the County and San Juan are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Govt Code 791.001 et. seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW THEREFORE, the County and San Juan in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. San Juan, pursuant to Tex. Trans Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.
2. County will retain a competent engineering firm and/or in-house engineer to prepare all construction and right-of-way plans and maps necessary for the construction of drainage improvement, as necessary.

3. County shall be responsible for performing the work necessary to complete the Project within the County and the City, either through its own labor, equipment or materials, or through its agents, contractors or subcontractors, in an amount not to exceed One Hundred Fifteen Thousand Six Hundred Eighty Dollars and Eighty Eight Cents (\$115,680.88).
4. San Juan shall contribute or otherwise fund the balance of the cost of the Project which is currently estimated to be no more than Fifty Six Thousand Five Hundred Forty Three Dollars and Eleven Cents (\$56,543.11) within thirty (30) days from receipt of invoice from the County.
5. San Juan agrees it is in its best interest to provide such assistance to County as described herein, as such Project will serve to alleviate flooding and water overflow that occurs within the area.
6. San Juan shall at its sole cost and expense, make any adjustments to utilities which may be necessary for the construction of the Project or the Right of Way described in numbered paragraph 2 hereof.
7. County shall be responsible for the engineering, specifications, plans and maps necessary to complete the Project and the road to be located on the Right of Way to County road standards.
8. **Hold Harmless Clause.** The parties agree to hold each other harmless from any and all liability that may arise and result from either party's performance under this Agreement.
9. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law,) 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. The Agreement shall be modified only to the extent as necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exists.
10. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
11. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation 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 City and County, and not

otherwise.

12. **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.

13. **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 San Juan: City of San Juan
 Attention: Mayor Pedro Contreras
 709 S. Nebraska
 San Juan, Texas 78589

If to County: Hidalgo County
 Attention: Rene Ramirez, County Judge
 P.O. Box 758
 Edinburg, Texas 78540-0758

With copy to: Commissioner, Precinct Number 2
 Hector "Tito" Palacios
 301 East State
 Pharr, Texas 78577

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

15. **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.

16. **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.

17. **Assignment.** This Agreement shall not be assignable.

18. **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 of paragraph hereof.

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

20. **Authority to Execute.** The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in Accordance with its terms.

21. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided

22. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

23. **Severability.** Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF SAN JUAN, TEXAS

Pedro Contreras, Mayor

ATTEST:

City Secretary

COUNTY OF HIDALGO

Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, L.L.P.

By: Stephen L. Crain

AI-21132

20.B.

Request approval of Interlocal Cooperation Agreement for Intersection of McColl Road & Dicker Rd.

CC REGULAR

Date: 05/11/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Precinct #2

Information

CAPTION

Discussion, consideration and approval of Interlocal Cooperation Agreement between the Valley View Independent School district and the County of Hidalgo to make stop-signal improvements to intersection of McColl Road and Dicker Road.

BACKGROUND

Fiscal Impact

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

Agreement stipulates the county will utilize Urban County Program Funds (CDBG) from year (22) 2009 and (23) 2010.

Attachments

Link: [ICA](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/07/2010 03:28 PM	APRV
2	Budget & Management	Erika Zamora	05/07/2010 03:43 PM	APRV
3	Roland Garcia	Rolando Garcia	05/07/2010 04:43 PM	APRV
4	Budget & Management	Erika Zamora	05/07/2010 04:50 PM	APRV
5	Auditor's Office		05/07/2010 05:16 PM	NEW
Form Started By: Yolanda Cisneros			Started On: 05/07/2010 02:07 PM	
Final Approval Date: 05/07/2010				

STATE OF TEXAS

COUNTY OF HIDALGO

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE VALLEY VIEW INDEPENDENT SCHOOL DISTRICT AND
THE COUNTY OF HIDALGO, TEXAS**

THIS Agreement is made on this the ____ day of _____, 2010, by and between the **VALLEY VIEW INDEPENDENT SCHOOL DISTRICT** hereinafter referred to as "District" and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Inter Local Cooperation Act, as follows:

WITNESSETH:

WHEREAS, District is a local governing body located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, County, and the District desire to make stop-signal improvements to an area described as the intersection of McColl Road and Dicker Road, located on the outside municipal limits of the city of Hidalgo, Hidalgo County, Texas.

WHEREAS, County and the District, each pursuant to its statutory and constitutional authority, are desirous that the necessary stop-signal light improvements be done in order to alleviate the existing traffic congestion problems within their respective territorial rights.

WHEREAS, the stop-signal improvements shall include, but not be limited to, the installation of a stop-light traffic signal, and engineering (collectively the "Project");

WHEREAS, County and the District recognize that the first step in making the desired improvements to the Project is the acquisition of sufficient right of way and the parties have agreed to cooperate in acquiring such right of way as herein described;

WHEREAS, the County and District are authorized to enter into this Agreement pursuant to the Inter local Cooperation Act, Tex. Govt Code 791.001 et. seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW THEREFORE, the County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County will undertake the acquisition of rights of way for the project, including but not limited to, title reports, appraisals, acquisition of right of way, and condemnation of right of way which cannot be acquired by agreement of the landowner. Also, the county will utilize Urban County Funds (CDBG) from years (22) 2009 and (23) 2010.
2. County will retain a competent engineering firm to prepare all construction and right-of-way plans and maps necessary for the construction of drainage improvement and appraisers and review appraisals, as necessary. Also, the county will utilize Urban County Funds (CDBG) from years (22) 2009 and (23) 2010.
3. County shall be responsible for performing the work necessary to complete the Project within the County either through its own labor, equipment or materials, or through its agents, contractors or subcontractors, in an amount not to exceed Two Hundred Twenty Five Thousand (\$ 225,000.00). The county will utilize Urban County Program funds (CDBG) from years (22) 2009 and (23) 2010.
4. The District shall contribute or otherwise fund the balance of the cost of the Project which is currently estimated to be no more than Seventy Thousand Dollars (\$ 70,000.00) within thirty (30) days from receipt of invoice from the County.
5. The District agree it is in their best interest to provide such assistance to County as described herein, as such Project will serve to alleviate traffic congestion problems that occurs within the area.
6. County shall be responsible for the engineering, specifications, plans and maps necessary to complete the Project and the road to be located on the Right of Way to County road standards.
7. **Hold Harmless Clause.** The parties agree to hold each other harmless from any and all liability that may arise and result from either party's performance under this Agreement.
8. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law,) 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. The Agreement shall be modified only to the extent as necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exists.
9. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation 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 District and County, and not otherwise.
11. **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.
12. **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 District: Valley View ISD.
Attention: Leonel Galaviz, Superintendent of Schools
9701 South Jackson Rd.
Pharr, Texas 78577

If to County: Hidalgo County
Attention: Rene Ramirez, County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

With copy to: Commissioner, Precinct Number 2
Hector "Tito" Palacios
301 East State
Pharr, Texas 78577

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

15. 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.

16. 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.

17. Assignment. This Agreement shall not be assignable.

18. 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 of paragraph hereof.

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

20. Authority to Execute. The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in Accordance with its terms.

21. Governmental Purpose. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided

22. Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

23. Severability. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

Valley View Independent School District

Leonel Galaviz
Superintendent of Schools

ATTEST:

District Secretary

COUNTY OF HIDALGO

Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, LLP

By: Stephen L. Crain

AI-21070

21.A.

Pct #3 Claims/Invoices

CC REGULAR

Date: 05/11/2010
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: Precinct #3

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of claims/invoices with authority for Hidalgo County Treasurer to issue payment to Mobile Relays Partners Ltd., totaling \$2,095.90 for the following invoices # AIR0024634 & AIR0024828, after it has been reviewed, audited and processing procedures are completed by the Hidalgo County Auditor's office.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1203-431-00-123-005-0-532

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

BUDGETARY IMPACT:

For Invoice No. AIR0024634: Available balance as of 5/7/10 is \$6,623.99.

For Invoice No. AIR0024828: Available funds in P.O. #637859 as of 5/7/10 is \$700.00.

FISCAL YEAR: 2010 **ACCT. #:** 0-1213-452-00-123-008-0-532

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

BUDGETARY IMPACT:

For Invoice No. AIR0024634: Available balance as of 5/7/10 is \$1,391.30.

For Invoice No. AIR0024828: Available funds in P.O. #637000 as of 5/7/10 is \$120.00.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-432-00-123-001-0-532

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

BUDGETARY IMPACT:

For Invoice No. AIR0024634: Available balance as of 5/7/10 is \$1,084.44.

For Invoice No. AIR0024828: Available funds in P.O. #637000 as of 5/7/10 is \$271.96.

Attachments

Link: [Invoices/Claims](#)

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1	Budget & Management	Erika Zamora	05/04/2010 01:16 PM	APRV
2	Perla Lopez	Perla Lopez	05/07/2010 10:53 AM	APRV
3	Auditor's Office		05/07/2010 05:16 PM	NEW

Form Started By: Norma Ceballos

Started On: 05/04/2010 11:52 AM

Final Approval Date: 05/07/2010

Mobile Relays Partners, LTD
515 S. 12Th. St
P.O. Box 1808
McAllen TX, 78505-1808
(956)682-5224

02/02/2010

INVOICE AIR0024634

CUST P.O.

Bill To: 117313

Ship To:

Name HIDALGO CO. PRECINCT #3
Address P. O. BOX 607
AUG PO# 626085
MISSION TX78573
ATTN: LOUIE

Qty	Description	Unit Price	Total
5.00	UNITS ON SITE MCALLEN	19.9900	99.95
31.00	UNITS ON SITE MCALLEN	12.0000	372.00
64.00	UNITS ON SITE MCALLEN	9.0000	576.00
INVOICE RECEIVED BY <i>[Signature]</i> ON <u>2/2/10</u> GOODS/SERVICES RECEIVED BY <i>[Signature]</i> ON <u>02/10</u> <i>Airway</i> 0-1203-431-00-123-005-0-532 \$ 655.99 0-1213-452-00-123-008-0-532 \$ 120.⁰⁰ 0-1100-432-00-123-001-0-532 \$ 271.96			

Subtotal : 1047.95
Freight : 0.00

QUESTIONS? CALL: (956)682-5224

Total Amount Due: 1047.95

Mobile Relays Partners, LTD
 515 S. 12Th. St
 P.O. Box 1808
 McAllen TX, 78505-1808
 (956)682-5224

SIGN: (LW). 3-31-10
 REQ# 172922 (F), 171957
 PO# 637859 (F), 637000

03/01/2010

INVOICE AIR0024828

CUST P.O.

Bill To: 117313

Ship To:

Name HIDALGO CO. PRECINCT #3
 Address P. O. BOX 607
 AUG PO# 626085
 MISSION TX 78573
 ATTN: LOUIE

Qty	Description	Unit Price	Total
5.00	UNITS ON SITE MCALLEN	19.9900	99.95
31.00	UNITS ON SITE MCALLEN	12.0000	372.00
64.00	UNITS ON SITE MCALLEN	9.0000	576.00
INVOICE RECEIVED BY <u>Luis Mendoza ON 3-1-10</u> GOODS/SERVICES RECEIVED BY <u>Luis Mendoza ON 3-1-10</u>			
RECEIVED BY COUNTY AUDITOR 2010 APR 1 PM 2 19			
# 637859-20 1203-431-00-123-005-0-532 → \$ 655.99 637000 → 0-1213-452-00 123-008-0-532 → \$ 120.00 0-1100 432-00 123-001-0-532 → \$ 271.96			

QUESTIONS? CALL: (956)682-5224

Subtotal : 1047.95
 Freight : 0.00

Total Amount Due:

1047.95

AI-21053

22.A.

Urban County Grants

CC REGULAR

Date: 05/11/2010

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management

Information

CAPTION

Discussion, consideration, and approval to authorize Urban County to utilize County funds, Special Revenue Bank Account, as interim funding for payment of expenditures as specified in the Texas Department of Housing and Community Affairs Contract No. 7009019 and Texas Department of Rural Affairs Contract No. DRS010068.

BACKGROUND

Fiscal Impact

Attachments

Link: [TDHCA Contract](#)

Link: [TDRA Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/30/2010 04:49 PM	APRV
2	Auditor's Office		05/07/2010 05:16 PM	NEW

Form Started By: Sergio Cruz
Started On: 04/30/2010 04:02 PM

Final Approval Date: 05/07/2010

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NO. 70090019 FOR

**COMMUNITY DEVELOPMENT PROGRAMS
HURRICANE IKE/DOLLY FUNDING UNDER THE
CONSOLIDATED SECURITY, DISASTER ASSISTANCE, AND CONTINUING
APPROPRIATIONS ACT OF 2009
PUBLIC LAW 110-329**

STATE OF TEXAS]

COUNTY OF TRAVIS]

SECTION 1. PARTIES TO CONTRACT

This Contract and agreement is made and entered into by and between the Texas Department of Housing and Community Affairs, an agency of the State of Texas, referred to as the "Department", and Hidalgo County, a political subdivision of the State of Texas, referred to as the "Subrecipient". The parties have severally and collectively agreed and by the execution are bound to the mutual obligations and to the performance and accomplishment of the described tasks.

SECTION 2. CONTRACT PERIOD

This Contract shall commence on September 11, 2009 ("Start Date"), and shall expire on September 10, 2011 ("End Date"), unless otherwise specifically provided by the terms of this Contract.

SECTION 3. SUBRECIPIENT PERFORMANCE

- A. The Subrecipient shall conduct, in a satisfactory manner as determined by the Department, a Community Development Block Grant Disaster Recovery Program, referred to as CDBG, for disaster relief, long-term recovery, and restoration of housing including affordable rental housing in areas declared federal disaster areas in 2008 as detailed in the State of Texas Action Plan dated as of March 4, 2009, referred to as the Plan for Disaster Recovery under the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act of 2009. The term "Subrecipient" is defined in the Plan, and does not necessarily have the same meaning as a "subrecipient" as defined in CDBG regulations. The Subrecipient shall perform all activities in accordance with applicable Texas statutes and Department rules, the terms of the Performance Statement, referred to as Exhibit A; the Budget, referred to as Exhibit B; the Applicable Laws and Regulations, referred to as Exhibit C; the Certifications, referred to as Exhibit D; the assurances, certifications, and all other statements made by the Subrecipient in its application for the project funded under this Contract; and with all other terms, provisions, and requirements set forth in this Contract. The Subrecipient shall ensure that the persons to benefit from the activities described in Exhibit A, Performance Statement, of this Contract are legally eligible to receive such services and/or benefits and are actually receiving the service or a benefit from the expenditure of funds under this

7/

Contract. If the persons to benefit from the activities described in Exhibit A are not eligible and/or are not receiving the service or a benefit, the Subrecipient is liable to repay to the Department any associated disallowed costs.

- B. The Department has established reasonable thresholds that are commensurate with the progress of the Contract. The thresholds for contracts funded under the CDBG Disaster Recovery program are subject to 10 Texas Administrative Code Part 1, Chapter 54, Community Development Block Grant Disaster Recovery and will be evaluated starting from the Contract begin date.

SECTION 4. DEPARTMENT OBLIGATIONS

A. Measure of Liability

In consideration of full and satisfactory performance of the activities referred to in Section 3 of this Contract, the Department shall be liable for actual and reasonable costs incurred by the Subrecipient during the contract period for performances rendered under this Contract by the Subrecipient, subject to the limitations set forth in this Section 4.

1. It is expressly understood and agreed by the parties that the Department's obligations under this Section 4 are contingent upon the actual receipt of adequate federal funds to meet Department's liabilities under this Contract. If adequate funds are not available to make payments under this Contract, Department shall notify the Subrecipient in writing within a reasonable time after such fact is determined. Department shall terminate this Contract and will not be liable for failure to make payments to the Subrecipient under this Contract.

2. The Department shall not be liable to the Subrecipient for any costs incurred by the Subrecipient, or any portion thereof, which has been paid to the Subrecipient or is subject to payment to the Subrecipient, or has been reimbursed to the Subrecipient or is subject to reimbursement to the Subrecipient by any source other than the Department or the Subrecipient.

3. The Department shall not be liable to the Subrecipient for any costs incurred by the Subrecipient which are not allowable costs, as set forth in Section 6 of this Contract.

4. The Department shall not be liable to the Subrecipient for any costs incurred by the Subrecipient or for any performances rendered by the Subrecipient which are not strictly in accordance with the terms of this Contract, including the terms of Exhibit A, Exhibit B, Exhibit C, and Exhibit D of this Contract.

5. The Department shall not be liable to the Subrecipient for any costs incurred by the Subrecipient in the performance of this Contract which have not been billed to the Department by the Subrecipient within ninety (90) days following expiration of this Contract unless otherwise provided for in the Certificate of Expenditures referred to in Section 8 (C) of this Contract.

6. The Department shall not be liable for costs incurred or performances rendered by the Subrecipient before commencement of this Contract or after expiration of this Contract, unless the Subrecipient receives written approval from the Department and such costs are specifically identified in Exhibit A, Performance Statement and Exhibit B, Budget, of this

Contract and are undertaken in accordance with the requirements of 24 CFR Part 570 Subpart I, 24 CFR Part 58, and all other applicable regulations.

7. The Department shall not be liable for costs incurred and reserved on the Certificate of Expenditures if such costs are not billed to the Department within ninety (90) days after the Contract's expiration date. An exception will be made for the reserved funds for the final 5% administrative draw down for programmatic closure. Audit funds reserved on the Certificate of Expenditures eligible for reimbursement under the provisions of Section 19 of this Contract shall be billed to the Department within twelve months after the end of the Subrecipient's fiscal year that follows the expiration date of this Contract. The Department shall deobligate all reserved funds not requested under this Subsection.

B. Excess Payments

The Subrecipient shall refund to the Department any sum of money which has been paid to the Subrecipient by the Department, which the Department determines has resulted in overpayment to the Subrecipient, or which the Department determines has not been spent by the Subrecipient strictly in accordance with the terms of this Contract. Such refund shall be made by the Subrecipient to the Department within fifteen (15) working days after such refund is requested by the Department. No additional funds will be distributed until such repayment is made.

C. Limit of Liability

Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by the Department under this Contract shall not exceed the sum of \$2,000,000.

SECTION 5. METHOD OF PAYMENT

- A. The Subrecipient shall submit to the Department at its offices in Travis County, Texas, a properly completed Request for Payment form and/or a properly completed State of Texas Purchase Voucher, as specified by the Department, as often as actually needed. The Department shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until the Department has reviewed and approved such request. Approval and disbursement are subject to audit and adjustment as specified elsewhere herein.
- B. The Subrecipient's requests for the advance of funds shall be limited to the minimum amounts needed for effective operation of programs under this Contract, and shall be timed as closely as possible to be in accord with actual cash requirements. The Subrecipient shall establish procedures to minimize the time elapsing between the transfer of funds from the Department to the Subrecipient and shall ensure that such funds are disbursed as soon as administratively possible.
- C. Notwithstanding the provisions of Section 5 (A) of this Contract, it is expressly understood and agreed by the parties that payments under this Contract are contingent upon the Subrecipient's full and satisfactory performance of its obligations under this Contract.

- D. It is expressly understood and agreed by the parties that any right or remedy provided for in this Section 5 or in any other provision of this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

SECTION 6. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, PROGRAM INCOME, AND REVERSION OF ASSETS

- A. If the Subrecipient is a governmental entity, except as specifically modified by law or the provisions of this Contract, the Subrecipient shall comply with the Regulations in Exhibit C and, for matters not addressed therein, with 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" (referred to as the "Common Rule") as modified by the rules promulgated by the Governor's Office under the Uniform Grant and Contract Management Act (Tex. Gov't. Code Ann. Chapter 783; referred to as "UGCMS"), in performing this Contract. The allowability of costs incurred for performances rendered shall be determined in accordance with Department of Management and Budget (OMB) Circular A-87, as supplemented by UGCMS and this Contract.
- B. If the Subrecipient is a nonprofit organization, except as specifically modified by law or the provisions of this Contract, the Subrecipient shall comply with the Regulations in Exhibit C and, for matters not addressed therein, with 24 CFR Part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Nonprofit Organizations" (referred to as the "Common Rule") as modified by the rules promulgated by the Governor's Office under the Uniform Grant and Contract Management Act (Tex. Gov't. Code Ann. Chapter 783; referred to as "UGCMS"), in performing this Contract. The allowability of costs incurred for performances rendered shall be determined in accordance with Department of Management and Budget (OMB) Circular A-122, as supplemented by UGCMS and this Contract.
- C. Subrecipient may not retain program income (as defined at 24 CFR 570.500) of any kind, however derived, under this Contract, including the retention of program income to fund other eligible CDBG Disaster Recovery activities. Subrecipient shall comply with the requirements of 24 CFR 570.489(e) to account for program income, repayments, and recaptured funds related to activities financed in whole or in part with funds provided under this Contract. Subrecipient shall provide reports of program income as requested by Department. Program income derived under this Contract must be submitted to Department within seven (7) business days of receipt.
- D. Upon expiration of this Contract, the Subrecipient shall transfer to the Department any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.
- E. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must either:
1. Meet one of the three National Objectives of the CDBG program until five years after expiration of this Contract; or

2. Be disposed of in a manner that results in the Department being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. (Reimbursement is not required after five years.)

SECTION 7. RETENTION AND ACCESSIBILITY OF RECORDS

- A. The Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of funds made under this Contract in a manner which conforms to OMB Circular A-87 or A-122, as applicable, 24 CFR 570.490 of the Regulations in Exhibit C, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. The Subrecipient shall retain such records, and any supporting documentation, for the greater of: (i) five years after close-out of this Contract; (ii) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction, or (iii) a date consistent with the period required by other applicable laws and regulations as described in 24 CFR 570.487 and 570.488.
- B. The Subrecipient shall cooperate fully with any audit, review, or investigation of the CDBG Program by the Department or any state or federal body lawfully conducting any such audit, review or investigation and shall give the United States Department of Housing and Urban Development, the Inspector General, the General Accounting Department, the Auditor of the State of Texas, an Department or agency of the State of Texas, and the Department, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Subrecipient pertaining to this Contract. Such rights to access shall continue as long as the records are retained by the Subrecipient. The Subrecipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act.
- C. The Subrecipient shall include the substance of this Section 7 in all subcontracts.

SECTION 8. REPORTING REQUIREMENTS

- A. The Subrecipient shall submit to the Department such reports on the operation and performance of this Contract as may be required by the Department including but not limited to the reports specified in this Section 8.
- B. The Subrecipient shall submit to the Department no later than the tenth day of the month after the end of each calendar month of the Contract period specified in Section 2, a Monthly Progress Report of the progress, in a format prescribed by the Department, of all activities performed pursuant to Exhibit A, Performance Statement, and of the expenditures and obligations of funds by budget category made pursuant to Exhibit B, Budget, of this Contract. Monthly reports are due for the first year of the contract period or until one hundred percent (100%) of contract funds are obligated for specific CDBG Disaster Recovery activities and the Six-Month Benchmark requirements are met. Quarterly Progress Reports shall be due on the tenth day of the month after the end of each calendar

quarter once the requirements of the Six-Month Benchmark have been met and Monthly Progress Reports are no longer required. The Quarterly Progress Report shall be in a format prescribed by the Department and shall include all such activities, expenditures, and obligations made or performed under this Contract during the previous calendar quarter. The Department reserves the right to modify this reporting structure from time to time.

- C. The Subrecipient shall submit an executed Certificate of Expenditures to the Department no later than sixty (60) days after the contract expiration date or at the conclusion of all contract activities as determined by the Department. The Certificate of Expenditures shall be in a format prescribed by the Department.
- D. In addition to the limitations on liability otherwise specified in this Contract, it is expressly understood and agreed by the parties that if the Subrecipient fails to submit to the Department in a timely and satisfactory manner any report required by this Contract, the Department may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by the Subrecipient. If the Department withholds such payments, it shall notify the Subrecipient in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by the Department until such time as the delinquent obligations for which funds are withheld are fulfilled by the Subrecipient.
- E. The Subrecipient is required to immediately report to the Department any incident of known or suspected criminal misconduct of funds associated with this Contract including but not limited to this misapplication of funds or falsification of records.

SECTION 9. MONITORING

The Department reserves the right to perform periodic on-site visits, including technical assistance and monitoring visits, of the Subrecipient's and the Subrecipient's subcontractors' compliance with the terms and conditions of this Contract, and of the adequacy and timeliness of the Subrecipient's and the subcontractors' performances under this Contract. After each such visit, the Department shall provide the Subrecipient with a written report of the findings. If a report notes deficiencies in the Subrecipient's or subcontractors' performance under the terms of this Contract, the report shall include requirements for the timely correction of such deficiencies by the Subrecipient and subcontractors. Failure by the Subrecipient or subcontractors to take action specified in the monitoring report may be cause for suspension or termination of this Contract, as provided in Sections 17 and 18 of this Contract.

SECTION 10. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by the parties that the Department is contracting with the Subrecipient as an Independent Contractor, and that the Subrecipient, as such, agrees to the extent allowed by law to hold the Department harmless and to indemnify the Department from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by the Subrecipient under this Contract.

SECTION 11. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, the Subrecipient may subcontract for performances described in this Contract without obtaining the Department's prior written approval. The Subrecipient shall only subcontract for performances described in this Contract to which the federal labor standards requirements apply after the Subrecipient has received a Notice To Proceed (NTP) from the Department which will include the Department of Labor (DOL) General Wage Decision for the county in which the project is located. Before an NTP may be released by the Department, the Subrecipient must:

1. Designate a Labor Standards Officer (LSO) and submit a completed Appointment of Labor Standards Officer form provided by the Department;
2. Conduct a Preconstruction Conference using a form provided by the Department and submit the completed form, including signatures of all conference participants, to the Department.
3. Submit a copy of the building permit provided by the local jurisdiction authorizing start of construction.

Subrecipient must participate in a pre-construction conference for every project where Davis-Bacon applies that will be conducted by the Department and will cover Davis-Bacon labor laws and Department labor standards obligations. The Department's Labor Standards Specialist may waive participation in the preconstruction conference contingent on a Subrecipient's demonstrated experience with the Department's labor standards mandates and Davis-Bacon enforcement requirements, at the Department's sole discretion. If the Subrecipient is approved to conduct the preconstruction conference without the participation of the Department's Labor Standards Specialist, approval of the preconstruction package and form(s) to be used during the preconstruction conference is required. A preconstruction conference sign-in sheet confirming participation must be executed by participants and submitted to the Department. Participants must include, at a minimum, Subrecipient, Owner and/or Developer, Prime Contractor and designated Labor Standards Officer.

Subrecipient must ensure that construction contracts to which federal labor standards requirements apply include the requirement to comply with CDBG regulations at 24 CFR 570.603 and Department of Labor regulations at 29 CFR Parts 1,3,5,6 and 7. Each construction contract should include as an attachment HUD 4010 Federal Labor Provisions and HUD Handbook 1344 – Davis Bacon Act.

B. In no event shall any provision of this Section 11, specifically the requirement that the Subrecipient obtain a Notice to Proceed, be construed as relieving the Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by the Subrecipient. The Department's approval under Section this 11 does not constitute adoption, ratification, or acceptance of the Subrecipient's or subcontractor's performance. The Department maintains the right to insist upon the Subrecipient's full compliance with the terms of this Contract, and by the act of approval under this Section 11, the Department does not waive any right of action which may exist or which may subsequently accrue to the Department under this Contract.

- C. The Subrecipient shall comply with State of Texas Action Plan for CDBG Disaster Recovery under the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act of 2009, 24 CFR Part 84 or 85, as applicable, this Contract and all applicable federal, state and local laws, regulations, and ordinances for making procurements under this Contract.
- D. The Subrecipient shall maintain a retainage in the amount of ten percent (10%) of each construction or rehabilitation subcontract entered into by the Subrecipient for not less than thirty (30) days after construction completion or until the Department determines that the requirements applicable to each such subcontract have been satisfied.
- E. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, or audit the operational and financial performance or records of work performed under this Contract in accordance with Section 7 and must include the substance of Section 7 in all subcontracts.
- F. The Subrecipient shall include in any subcontracts that failure to adequately perform under this Contract may result in penalties including the possibility of debarment from performing additional work for the Department.

SECTION 12. CONFLICT OF INTEREST

- A. The Subrecipient shall ensure that no employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award or administration of a subcontract supported by funds provided if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: 1) the employee, officer, or agent; 2) any member of his or her immediate family; 3) his or her partner; or, 4) any organization which employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform the subcontract. The Subrecipient shall comply with Chapter 171, Texas Local Government Code and 24 CFR 570.489(h) of the federal regulations.
- B. In all cases not governed by Subsection A of this Section 12, no persons specified in Subsection C of this Section 12 who exercise or have exercised any functions or responsibilities with respect to the activities assisted under this Contract or any other CDBG contract or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.
- C. The conflict of interest provisions of Subsection B of this Section 12 apply to any person who is an employee, agent, consultant, department, or elected official or appointed official of the Subrecipient or of a subcontractor of the Subrecipient.
- D. The Subrecipient shall include the substance of this Section 12 in all subcontracts.

SECTION 13. NONDISCRIMINATION, RELIGIOUS ACTIVITY, AND FAITH-BASED ORGANIZATIONS

- A. The Subrecipient shall ensure that no person shall on the ground of race, color, national origin, religion, sex, age, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or be denied access to any program or activity funded in whole or in part with funds made available under this Contract.
- B. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in this program and activities funded under this Contract. The Subrecipient receiving funds under this Contract shall not discriminate against an organization on the basis of the organizations' religious character or affiliation. None of the performances rendered by the Subrecipient under this Contract shall involve, nor shall any portion of the funds received by the Subrecipient under this Contract, be used to engage in inherently religious activities. Funds made available under this Contract may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Funds made available under this Contract may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities. Where a structure is used for both eligible and inherently religious activities, funds made available under this Contract may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to funds provided under this Contract. The Subrecipient shall comply with the regulations promulgated by the United States Department of Housing and Urban Development on faith-based activities at 24 CFR 570.200(j).

SECTION 14. LEGAL AUTHORITY

- A. The Subrecipient represents and warrants to the Department and agrees with the Department as follows:
 - 1. The execution, delivery, and performance of this Contract have been duly authorized by all necessary legal and administrative action on behalf of the Subrecipient.
 - 2. The Contract represents the legal, valid, and binding agreement of the Subrecipient, enforceable in accordance with its terms. Except as the same may be affected by laws regarding bankruptcy, creditors' rights, and general principles of equity.
 - 3. The execution, delivery, and performance of this Contract will not violate or result in the breach or violation of any law, rule, order, policy statement, agreement, or other requirement to which Subrecipient is subject and will not require any consent or approval that has not already been obtained or any action that has not already been taken.
 - 4. The person who is executing this Contract for and on behalf of Subrecipient has been duly authorized, for and on behalf of Subrecipient, to execute this Contract and currently holds the office and is actively serving in the capacity indicated.
 - 5. There are no pending or threatened legal, regulatory, or administrative proceedings the outcome of which, if decided adversely to the Subrecipient, would materially and adversely affect its ability to perform its obligations under the Contract.

SECTION 15. LITIGATION AND CLAIMS

The Subrecipient shall give the Department immediate notice in writing of 1) any action, including any proceeding before an administrative agency, filed against the Subrecipient arising out the performance of any subcontract under this Contract; and 2) any claim against the Subrecipient under this Contract, the cost and expense of which the Subrecipient may be entitled to be reimbursed by the Department. Except as otherwise directed by the Department, the Subrecipient shall furnish immediately to the Department copies of all pertinent papers received by the Subrecipient with respect to such action or claim.

SECTION 16. CHANGES AND AMENDMENTS

- A. Except as specifically provided otherwise in this Contract, any alterations, additions, or deletions to the terms of this Contract shall be by amendment in writing and executed by both parties to this Contract and subject to the provisions of the section titled "Contract Term and Amendments" under the State of Texas Action Plan for CDBG Disaster Recovery under the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act of 2009.
- B. It is understood and agreed by the parties that performances under this Contract must be rendered in accordance with the State of Texas Action Plan for CDBG Disaster Recovery under the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act of 2009, dated as of March 4, 2009, the Regulations of the Department, assurances and certifications made to the Department by the Subrecipient, and the assurances and certifications made to the United States Department of Housing and Urban Development by the Department as part of the Plan.
- C. Any alterations, additions, or deletions to the terms of this Contract which are required by or the result of changes in federal or state law or regulations, including waivers granted by the United States Department of Housing and Urban Development specific to Public Law 110-329 are automatically incorporated into this Contract without written amendment, and shall become effective on the date designated by such law or regulation.
- D. Notwithstanding Subsection A of this Section 16, the Subrecipient may make transfers of funds between or among program budget categories of Exhibit B, Budget, without requiring an amendment to this Contract, or otherwise requiring the Department's prior written approval provided that:
 - 1. The cumulative dollar amount of all transfers among program budget categories is equal to or less than ten percent (10%) of the total amount budgeted for program budget categories as specified in Exhibit B, Budget; and
 - (i) the transfer will not result in a decrease in the number of households to be served; and
 - (ii) the national program objective that will be met with the transfer of funds will be the Low to Moderate Income national program objective.
 - 2. The Subrecipient submits a budget revision report to the Department, on a form specified by the Department, prior to the Subrecipient's first request for payment following any such transfers made in accordance with this Subsection D and Citizen Participation

Requirements under Section 21 of this Contract. Transfers from program budget categories to administration or project delivery is prohibited.

- E. Reduced beneficiaries or activities, due to extenuating or unforeseeable circumstances, may be allowed as approved by the Department. The Department's Executive Director or its designee, may authorize, execute, and deliver amendments to any Contract. The Department, at its discretion and in coordination with a Subrecipient, may increase a contract budget amount and the number of activities and beneficiaries based on the availability of CDBG Disaster Recovery funds, the exemplary performance in the implementation of a Subrecipient's current contract, and available time.

SECTION 17. SUSPENSION

Notwithstanding the provisions of Tex. Gov't. Code Ann. Chapter 2251, in the event the Subrecipient fails to materially comply with any term of this Contract, the Department may, upon written notification to the Subrecipient, suspend this Contract in whole or in part and withhold further payments to the Subrecipient, and prohibit the Subrecipient from incurring additional obligations of funds under this Contract. Subrecipient acknowledges that it does not have a right to suspension as a pre-requisite to termination.

SECTION 18. TERMINATION

- A. The Department shall have the right to terminate this Contract, in whole or in part, at any time before the expiration date specified in Section 2 of this Contract whenever the Department determines that the Subrecipient has failed to comply with any material term of this Contract. The Department shall notify the Subrecipient in writing of such determination prior to the thirtieth (30th) day preceding the date of termination; the reasons for such termination; the effective date of such termination; and in the case of partial termination, the portion of this Contract to be terminated. The termination date will have the same meaning as the contract expiration date.
- B. Either of the parties to this Contract shall have the right to terminate this Contract, in whole or in part, when both parties agree that the continuation of the activities funded under this Contract would not produce beneficial results commensurate with the further expenditure of funds; provided that both parties agree, in writing, upon the termination conditions, including the effective date of such termination; and in the case of partial termination, the portion of this Contract to be terminated.
- C. Upon termination or receipt of notice to terminate, whichever occurs first, the Subrecipient shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related to the performance of this Contract or the part of this Contract to be terminated, and shall cease to incur costs there under. The Department shall not be liable to the Subrecipient or to the Subrecipient's creditors for costs incurred after termination of this Contract.
- D. Notwithstanding any exercise by the Department of its right of suspension under Section 17 of this Contract, or of early termination pursuant to this Section 18, the Subrecipient shall not be relieved of any liability to the Department for damages due to the Department by virtue of any breach of this Contract by the Subrecipient. The Department may withhold payments to

the Subrecipient until such time as the exact amount of damages due to the Department from the Subrecipient is agreed upon or is otherwise determined.

SECTION 19. AUDIT

A. The Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:

1. Audit Required-Federal Awards. Subrecipients expending \$500,000 or more in Federal financial assistance for any fiscal year, beginning with fiscal years ending January 31, 2004 and after, shall have a single audit conducted in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501, and OMB Circular No. A-133 - Revised as of June 27, 2003, "Audits of States, Local Governments, and Non-Profit Organizations." Alternatively, Department may require a program specific audit for certain situations and when the Single Audit Act does not apply. For purposes of this Section 19, "Federal financial assistance" means assistance that non-Federal entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance, but does not include amounts received as reimbursement for services rendered to individuals as described in OMB Circular A-133 § __.205 (h) and § __.205 (i). The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government.

2. Audit Required-State Financial Assistance. Subrecipients that expended \$500,000 or more in total State Financial Assistance for any fiscal year, beginning with fiscal years ending January 31, 2004 and after, shall have a single or program specific audit conducted for that year in accordance with provisions of the State of Texas Single Audit Circular and the Uniform Grant Management Standards (UGMS) as adopted June 2004. For purposes of this Section 19, "State Financial Assistance" (or cost reimbursement Contract) means assistance that non-state entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, and other assistance, but does not include amounts received as an reimbursement for services rendered to individuals as described in § __.205 (f). "State Financial Assistance" (or cost reimbursement Contract) is received directly from state awarding agencies or indirectly from pass-through entities under a federal block grant. State financial assistance also does not include federal awards as defined by OMB Circular A-133.

3. Audit Expenses. Notwithstanding Section 4, the Subrecipient shall utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by the Department under this Contract, provided however that the Department shall not make payment for the cost of such audit services until the Department has received a satisfactory audit report and invoice, as determined by the Department, from the Subrecipient; the invoice submitted for reimbursement should clearly show the percentage of cost relative to the total single audit cost of the audit services. Therefore, when submitting a request for audit fees reimbursement, the Subrecipient shall submit an invoice that clearly shows the total cost of the audit and the corresponding prorated charge per funding source. In addition, when applicable, an explanation shall be

submitted with the reimbursement request supporting why the percentage of audit fee charges exceeds the percentage amount of CDBG funds expended of the total funds expended by the Subrecipient.

4. The Subrecipient shall submit one (1) copy of the report of such audit to the Department within thirty (30) days after the completion of the audit, but no later than nine (9) months after the end of the Subrecipient's audit period (i.e., after the Subrecipient's fiscal year end). The Subrecipient shall ensure that the audit report is made available for public inspection within thirty (30) days after completion of the audit. Audits performed under Subsection A of this Section 19 are subject to review and resolution by the Department or its authorized representative. The Subrecipient shall ensure the Audit Report submitted include either in the report or as part of the cover letter, auditor and contractor contact information, including contact person, mailing address, telephone, fax number and e-mail address. The Subrecipient shall ensure the Audit Report submitted also includes the submission of the CPA Management Letter if a Management Letter was issued to the Subrecipient by its CPA firm. Failure by the Subrecipient to submit a completed single audit package as described in the audit requirements by the required due date could affect funding for all existing Contracts, eligibility to apply under the CDBG Disaster Recovery Program, and the issuance of new Contracts for funding awards.

5. Notwithstanding the requirements of paragraphs A-1 through 4 of this Section 19, the Subrecipient shall submit within sixty (60) days after its fiscal year end an Audit Certification Form (ACF) or a similar statement. The ACF or statement will include information indicating if the Subrecipient has or has not met the \$500,000 expenditure threshold that will require a Single Audit Report in accordance with the Uniform Grant Management Standards, Subpart C-Post Award Requirements, §.26 (d). If the Subrecipient did not exceed the threshold, the Subrecipient shall include with the ACF or statement, a list of all open Department Contracts providing financial assistance and the corresponding activity. Failure by the Subrecipient to submit an ACF or a similar statement or failure to submit a completed single audit package as described in the audit requirements by the required due date could affect funding for all existing Contracts, eligibility to apply under the CDBG Program, the issuance of new contracts, or increase in the funding award.

6. Chapter 2105, Texas Government Code, requires that all subrecipients of federal block grants be included under the provisions of the Uniform Grant Contract Management Standards (UGCMS) (D) §.400 requires "Recipients who are required to have a single audit and receive state or federal awards for more than one state agency shall have a state single audit coordinating agency. The governor's Department shall designate a state single audit coordinating agency based upon the state awarding agency that provides the predominant amount of direct funding to a recipient and other factors, as appropriate, to ensure equitable and manageable workloads." Further, it is the Subrecipient's responsibility to make this request to the governor's Department pursuant to the Texas Administrative Code 5.167(c)(2), "To have a state single audit coordinating agency designated a recipient must submit a written request to the Governor's Budget and Planning Department, P.O. Box 12428, Austin, Texas 78711. This request must list the state agencies providing financial assistance with the grant amounts for the year to be audited and indicate that the governing body has authorized the initiation of the single audit."

B. Notwithstanding Subsection A of this Section 19, the Department reserves the right to conduct financial and compliance reviews of funds received and performances rendered under this Contract. The Subrecipient agrees to cooperate with any such review or audit

and to permit the Department or its authorized representative to audit the Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such review.

- C. The Subrecipient understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. The Subrecipient further understands and agrees that reimbursement to the Department of such disallowed costs shall be paid by the Subrecipient from funds which were not provided or otherwise made available to the Subrecipient under this Contract.
- D. The Subrecipient shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section 19 as the Department may require of the Subrecipient. Subrecipient shall establish written standard operating procedures and internal controls to include the timely procurement of a CPA firm to start and complete the year end single audit report if applicable, in order to comply with contractual and regulatory requirements. The Department shall not release any funds for any costs incurred by the Subrecipient under this Contract until the Department has received a copy of any audit report required by this Section 19.
- E. The Subrecipient shall procure audit services through an open, competitive process at least once every four years. The auditor shall retain working papers and reports for a minimum of three years after the date of issuance of the auditor's report to the auditee. Audit working papers shall be made available upon request to the Department at the completion of the audit, as a part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.
- F. Subrecipient understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

SECTION 20. ENVIRONMENTAL CLEARANCE REQUIREMENTS

- A. The environmental effects of each activity carried out with funds provided under this Contract must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) and the related activities listed in HUD's implementing regulations at 24 CFR Parts 50, 51, 55 and 58. Each such activity must have an environmental review completed and support documentation prepared complying with the National Environmental Policy Act of 1969 and regulations at 24 CFR Parts 50, 51, 55 and Part 58. No funds may be requested or obligated to an activity before the completion of the environmental review process, including the requirements of 24 CFR 58.6, and written clearance has been provided by the Department unless the activity is an exempt activity under 24 CFR 58.34(a).
- B. If funds are provided under this Contract to a "state recipient," the recipient is delegated authority as the Responsible Entity (RE) and makes all environmental clearance

determinations. The Department assumes the role of HUD pursuant to 24 CFR Part 58, "Subpart H – Release of Funds for Particular Projects" and is responsible for reviewing and approving the Request for Release of Funds and granting the recipient the Authority to Use Grant Funds.

- C. A non-governmental entity (nonprofit organization) is not delegated authority to become an RE and make environmental determinations and therefore, shall assist Department in completing the environmental review by providing all relevant documentation needed to perform an environmental review, or carry out mitigating measures required, or selecting an alternate property for assistance.
- D. The assessments must be satisfactory to the Department. This Contract is conditional in nature and does not grant the Subrecipient legal claim to any CDBG funds for a specific project or site until the environmental review process is approved by the Department. The agreement to provide funds to the project is conditional on the Department's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.
- E. Funds provided under this Contract may not be used in connection with acquisition or rehabilitation or new construction of housing located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless the locality in which the site is located is participating in the National Flood Insurance Program (NFIP) or less than a year has passed since FEMA notification regarding such hazards. Subrecipient must determine if the locality participates in the NFIP during the preliminary stages of the environmental clearance process.
- F. Subrecipients are responsible for informing property owners receiving disaster assistance in a floodplain that the property owner is required to purchase flood insurance and maintain such insurance. The property owner must also be notified that they have a statutory responsibility to notify any buyer of their property of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so. Requirements are described below.
 - 1. Duty to notify. In the event of the transfer of any property described in Subsection F of this Section 20, the transferor shall, not later than the date on which such transfer occurs, notify the transferee in writing of the requirements to:
 - (i) Obtain flood insurance in accordance with applicable federal law with respect to such property, if the property is not so insured as of the date on which the property is transferred; and
 - (ii) Maintain flood insurance in accordance with applicable federal law with respect to such property. Such written notification shall be contained in documents evidencing the transfer of ownership of the property.
 - 2. Failure to notify. If a transferor fails to provide notice as described above and subsequent to the transfer of the property:
 - (i) the transferee fails to obtain or maintain flood insurance, in accordance with applicable federal law, with respect to the property;
 - (ii) the property is damaged by a flood disaster; and
 - (iii) Federal disaster relief assistance is provided for the repair, replacement, or restoration of the property as a result of such damage,

the transferor shall be required to reimburse the Federal Government in an amount equal to the amount of the federal disaster relief assistance provided with respect to the property.

3. The notification requirements apply to personal, commercial, or residential property for which federal disaster relief assistance was made available in a flood disaster area, prior to the date on which the property is transferred, for repair, replacement, or restoration of the property, if such assistance was conditioned upon obtaining flood insurance in accordance with applicable federal law with respect to such property.

G. Funds provided under this Contract may be obligated and expended before the actions specified in this Section 20 occur only for the following eligible activities:

1. The payment of reasonable administrative costs related to the project;
2. Environmental studies, including environmental clearance activities required by this Section 20;
3. Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration; and
4. Any of the categorical exclusions listed in 24 CFR §58.35(a) provided that there are no circumstances which require compliance with any other federal laws and authorities cited in 24 CFR 58.5.

H. Conditional Commitment of Funds. Responsible Entities may enter into an agreement for the conditional commitment of CDBG Disaster Recovery funds for a specific project prior to the completion of the environmental review process. The RE must ensure that any such agreement does not provide the subcontractor any legal claim to any amount of CDBG Disaster Recovery funds to be used for the specific project or site unless and until the site has received environmental clearance from the Department. The following language is acceptable in an otherwise appropriately drafted agreement:

Notwithstanding any provision of this [Agreement], the parties hereto agree and acknowledge that this [Agreement] does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by [the Subrecipient] of a release of funds from the United States Department of Housing and Urban Development [or the State of Texas] under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the [Subrecipient's] determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

SECTION 21. CITIZEN PARTICIPATION REQUIREMENTS

A. The Subrecipient shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in areas in which the funds provided under this Contract are used, in accordance with 24 CFR 570.486 and this Contract. Citizen involvement shall be conducted in accordance with the State of Texas Action Plan, dated as of March 4, 2009, which includes providing program information in the appropriate languages for the geographic area served by the Subrecipient. Failure to adhere to citizen

participation and/or complaint requirements identified in the Plan shall constitute a material breach of this Contract.

- B. The Subrecipient shall provide the public reasonable notice, but not less than fifteen (15) days, of any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in Exhibit A, Performance Statement, of this Contract.
- C. For each public hearing scheduled and conducted by the Subrecipient under this Section 21, the Subrecipient shall comply with the following requirements:
 - 1. Notice of each hearing shall be published in the non-legal section of a newspaper having general circulation in the Subrecipient's jurisdiction at least seventy-two (72) hours prior to each scheduled hearing. The published notice shall include the date, time, and location of each hearing and the topics to be considered at each hearing. The published notice shall be printed in both English and in the appropriate language for the geographic area as applicable. The Department shall accept articles published in such newspapers which satisfy the content and timing requirements of this Subsection. In addition, the Subrecipient shall prominently post such notices in public buildings and distributed to interested community groups.
 - 2. If any substantial changes are being requested concerning the activities included in this Contract, the public hearings shall be held after 5 p.m. on a weekday or on a Saturday or Sunday. The hearings must be conducted at a location convenient to potential or actual beneficiaries, with accommodation for the handicapped.
 - 3. When a significant number of non-English speaking residents can reasonably be expected to participate in a public hearing, the Subrecipient shall provide an interpreter to accommodate the needs of the non-English speaking residents.
- E. Notwithstanding the provisions of Section 7 of this Contract, the Subrecipient shall retain documentation of the public hearing notices, a list of the attendees at each hearing, and minutes of each hearing held in accordance with this Section for a period of three (3) years after the expire of this Contract. The Subrecipient shall make such records available to the public in accordance with Tex. Gov't. Code Ann. Chapter 552.
- F. The Subrecipient shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with the Department's requirements. The Subrecipient shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

SECTION 22. SPECIAL CONDITIONS

- A. The Department shall not release any funds for any costs incurred by the Subrecipient under this Contract until the Department has received a copy of the Subrecipient's most recent fiscal year audit report or certification from the Subrecipient that its fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for funds provided under this Contract. The Department shall specify the content and form of such certification.

- B. The Department shall not be liable to the Subrecipient for any costs incurred by the Subrecipient under this Contract until the Department receives a properly completed Depository/Authorized Signators Form, as specified by the Department, from the Subrecipient.
- C. The Subrecipient shall not advertise or solicit bids for construction or rehabilitation of a project assisted with funds provided under this Contract until the Subrecipient has received the applicable prevailing wage rates from the Department when federal labor standards requirements will apply
- D. In accordance with Section 18, this Contract shall terminate six (6) months after the commencement date specified in Section 2 unless activities funded under this Contract have begun by such date.
- E. The Subrecipient shall provide a copy of its proposed housing guidelines for Department review and approval prior to awarding assistance under the terms of this Contract and prior to the Department's release of construction funds for such activities. The Subrecipient's housing guidelines must include, among other things, provisions for compliance with Section 31 of the Federal Fire Prevention Control Act of 1974 (which requires that any housing unit rehabilitated with Department funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with Lead-Based Paint requirements (which contains requirements relating to eliminating as far as practicable the hazards of lead poisoning due to the presence of lead-based paint in any housing unit rehabilitated with Department funds). The housing guidelines must be posted on Subrecipient's website throughout program administration.
- F. The Subrecipient shall utilize the Department's required forms, as specified by the Department, throughout program administration. The required forms will be posted on the Department's website.
- G. Notwithstanding Section 4(A)(6), the Subrecipient shall be allowed, upon written approval of the Department, to incur costs prior to the commencement date specified in Section 2. Such costs may only be incurred for activities described in Exhibit A, Performance Statement, provided that these activities meet the requirements of 24 CFR Part 570 Subpart I and 24 CFR Part 58.
- H. The Subrecipient shall ensure that any housing rehabilitation or reconstruction contractor/builder, as defined by the Texas Residential Construction Commission or its successor agency, making improvements to or reconstructing an existing home at a cost exceeding ten thousand dollars (\$10,000) under the housing rehabilitation assistance provided for in Exhibits A and B of this Contract, is registered with the Texas Residential Construction Commission or its successor.

SECTION 23. FRAUD, WASTE, AND ABUSE

- A. The Department will monitor all contract expenditures for quality assurance and to prevent, detect, and eliminate fraud, waste and abuse. The Department will particularly emphasize mitigation of fraud, abuse and mismanagement related to accounting, procurement, and accountability which may also be investigated by the State Auditor's Office. Reports from the

State Auditor's Office will be sent to the Office of the Governor, the Legislative Audit Committee and to the Department's Governing Board.

- B. Subrecipients are required to report instances of suspected fraud, waste or abuse to the United States Department of Housing and Urban Development's Office of Inspector General and the State Auditor's Office. Any application for assistance received from a households that contains blatantly false information, in the estimation of the Subrecipient, should be referred to HUD OIG and SAO for further investigation.

SECTION 24. DEBARMENT

- A. By signing this Contract, the Subrecipient certifies that it will not award any funds provided under this Contract to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. The Subrecipient shall receive the certification provided by the Department from each proposed subcontractor under this Contract and its principals.
- B. By signing this Contract, the Subrecipient certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. Further, the Subrecipient is required to immediately report to the Department if it is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24.

SECTION 25. POLITICAL AID AND LEGISLATIVE INFLUENCE PROHIBITED

- A. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of the Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.
- B. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of the Subrecipient, the State of Texas, or the government of the United States.

SECTION 26. RETAINAGE

In addition to the amount retained by the Department for labor standards compliance in accordance with Section 11(d) of this Contract, as applicable, Department shall retain ten percent (10%) of each construction or rehabilitation subcontract to ensure that the performance and quality of work being performed is satisfactory. Final payment of the retainage will not be paid until all programmatic requirements are met, all claims and disputes have been settled, all warranties have been received and all liens have been released.

SECTION 27. ADMINISTRATIVE COSTS DRAWDOWN

The Department has established reasonable thresholds for costs that are commensurate with the progress of the project and the associated administrative duties. Administrative drawdown thresholds for contracts funded under the CDBG Disaster Recovery Program are subject to 10 Texas Administrative Code Part 1, Chapter 54, Community Development Block Grant Disaster Recovery and will be evaluated starting from the Contract commencement date.

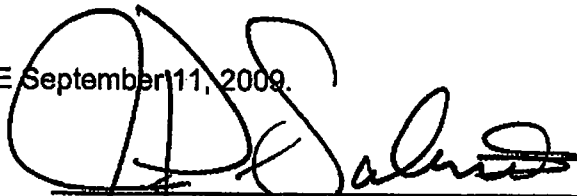
SECTION 28. VENUE

For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

SECTION 29. ORAL AND WRITTEN AGREEMENTS

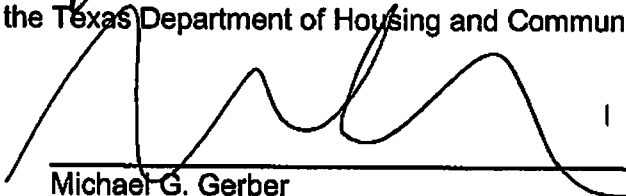
- A. All oral and written agreements between the parties to this Contract relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract.
- B. The attachments enumerated and denominated below are hereby made a part of this Contract, and constitute promised performances by the Subrecipient in accordance with Section 3 of this Contract:
 - 1. Exhibit A, Performance Statement, 2 Pages
 - 2. Exhibit B, Budget, 1 Page
 - 3. Exhibit C, Applicable Laws and Regulations, 2 Pages
 - 5. Exhibit D, Certifications, 3 Pages

WITNESS OUR HANDS EFFECTIVE September 11, 2009.



Juan Salinas III, County Judge
Hidalgo County

Approved and accepted on behalf of the Texas Department of Housing and Community Affairs.



Michael G. Gerber
Texas Department of Housing and Community Affairs

The Governing Board of the Department conditionally approved funding to Hidalgo County on July 30, 2009, and is not effective unless signed by the Executive Director of the Texas Department of Housing and Community Affairs or his authorized designee.

EXHIBIT A

CONTRACT NO. 70090019

PERFORMANCE STATEMENT

Hidalgo County

The Subrecipient shall carry out the following activities in the target area identified in its 2009 CDBG Disaster Recovery application. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the Contract obligations to be fulfilled. The Subrecipient shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget.

Project Description

The Subrecipient will provide homeowner rehabilitation and reconstruction housing activities not to exceed one million seven hundred thousand and no/100 (\$1,700,000.00). These activities shall benefit a minimum of forty (40) persons, of which forty (40) or one hundred percent (100%) are of low to moderate income.

Homeowner Rehabilitation and Reconstruction

The Subrecipient will provide homeowner repair, rehabilitation, reconstruction, and new construction assistance to a minimum of forty (40) households, of which forty (40) or one hundred percent (100%) will be of low to moderate income.

Homeowner repair or rehabilitation assistance will not exceed sixty thousand and no/100 (\$60,000.00). Rehabilitation includes repairs or renovations of a limited specified area or portion of a housing structure. The Subrecipient must ensure that upon completion, rehabilitated portions of properties comply with local building codes, and that the entire structure complies with local health and safety codes and standards, and housing quality standards (HQS).

Homeowner replacement, reconstruction and new construction assistance will not exceed sixty thousand and no/100 (\$60,000.00). All reconstructed and newly constructed housing units comply with the universal design features in new construction, established by §2306.514, Texas Government Code, energy standards as verified by a RESCHECK certification, and the International Residential Codes, as required by Subchapter G, Chapter 214, Local Government Code. All replacement housing including manufactured housing units or modular homes must comply with Housing and Urban Development (HUD) construction standards, and state, local or regional building codes as applicable.

Project Thresholds

The Department has established reasonable thresholds for costs that are commensurate with the progress of the project and the associated administrative duties. Project thresholds for contracts funded under the CDBG Disaster Recovery program are subject to 10 Texas Administrative Code Part 1, Chapter 54, Community Development Block Grant Disaster Recovery and will be evaluated starting from the Contract begin date.

The Department may approve revised benchmarks and/or lower percentages for good cause.

Administration and Project Delivery

The Subrecipient shall ensure that the amount of the Department funds expended for all eligible administration and project delivery activities, including the required annual program compliance and fiscal audit, does not exceed the amount specified for these activities in Exhibit B, Budget.

The Subrecipient may expend funds provided under this contract for reasonable administrative and project delivery costs directly related to this contract in accordance with Sections 3, 4, and 5 of this Contract and the State of Texas Action Plan dated as of March 4, 2009 in an amount that is not more than **three hundred thousand and no/100 Dollars (\$300,000.00)**.

EXHIBIT B

**CONTRACT NO. 70090019
BUDGET
Hidalgo County**

<u>ACTIVITY CODE</u>	<u>CATEGORIES</u>	<u>ACTIVITY FUNDS</u>
NR-LMI	Homeowner Repair, Reconstruction	\$1,700,000
4-PD	Project Delivery	\$100,000
206-GA	General Administration	\$200,000
	TOTAL	\$2,000,000

EXHIBIT C

THE APPLICABLE LAWS AND REGULATIONS (unless specifically waived)

The Subrecipient shall comply with Section 3 of this Contract and with the OMB Circular and federal regulations specified in Section 6 of this Contract; Cash Management Improvement Act regulations (31 CFR Part 205); and with all other federal, state, and local laws and regulations applicable to the activities and performances rendered by the Subrecipient under this Contract including but not limited to the laws, and the regulations promulgated thereunder specified in Section I through VII of this Exhibit C.

I. CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. Section 2000d et seq.); 24 CFR Part I, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. Sec 3601 et seq.), as amended, and implementing regulations, and it will affirmatively further fair housing;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063". The failure or refusal of the Subrecipient to comply with the requirements of Executive Order 11063 or 24 CFR Part 107 shall be a proper basis for the imposition of sanctions specified in 24 CFR 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. Sec. 6101 et seq.);

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sec. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 CFR Part 8. By signing this Contract, the Subrecipient understands and agrees that the activities funded shall be operated in accordance with 24 CFR Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. Sec. 4151 et seq.), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

II. LABOR STANDARDS

The Davis-Bacon Act, as amended (40 U.S.C. Secs. 276a - 276a-5);

The Contract Work Hours & Safety Standards Act (40 U.S.C. 327 et seq.);

The Copeland "Anti-Kickback" Act (18 U.S.C. Sec. 874).

III. EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. Sec.1701u).

IV. LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831(b)) and the procedures established by the Department thereunder.

V. ENVIRONMENTAL LAW AND AUTHORITIES

"Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities," 24 CFR Part 58, and the laws and authorities specified at 24 CFR Sections 58.5 and 58.6.

VI. ACQUISITION/RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Sec. 4601 et seq.), 24 CFR Part 42, and 24 CFR Section 570.606.

VII. FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, and 24 CFR §200(j).

EXHIBIT D

CERTIFICATIONS

I, Juan Salinas III Hidalgo County Judge

CERTIFY WITH RESPECT TO THE EXPENDITURE OF FUNDS PROVIDED UNDER THIS CONTRACT BY THE Hidalgo County, THAT;

- (1) IT WILL GIVE MAXIMUM FEASIBLE PRIORITY TO ACTIVITIES THAT WILL BENEFIT LOW-AND MODERATE-INCOME FAMILIES;
- (2) THE AGGREGATE USE OF FUNDS PROVIDED UNDER THIS CONTRACT SHALL PRINCIPALLY BENEFIT LOW INCOME PERSONS AND MODERATE INCOME PERSONS WILL NOT BENEFIT TO THE EXCLUSION OF LOW INCOME PERSONS;
- (3) IT IS IN COMPLIANCE WITH RESTRICTION ON LOBBYING REQUIRED BY 24 CFR PART 87, TOGETHER WITH DISCLOSURE FORMS;
- (4) IT WILL MINIMIZE DISPLACEMENT OF PERSONS AS A RESULT OF ACTIVITIES ASSISTED WITH SUCH FUNDS, AND HAS IN EFFECT AND IS FOLLOWING A RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN IN CONNECTION WITH ANY ACTIVITY ASSISTED UNDER THIS CONTRACT;
- (5) THE PROGRAM WILL BE CONDUCTED AND ADMINISTERED IN CONFORMITY WITH THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. SEC. 2000a. et seq.), SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 USC 1701u), THE FAIR HOUSING ACT (42 U.S.C. SEC 3901 et seq.), AND IMPLEMENTING REGULATIONS; AND THAT IT WILL AFFIRMATIVELY FURTHER FAIR HOUSING BY CONDUCTING AN ANALYSIS TO IDENTIFY IMPEDIMENTS TO FAIR HOUSING CHOICE, TAKE APPROPRIATE ACTIONS TO OVERCOME THE EFFECTS OF ANY IMPEDIMENTS IDENTIFIED THROUGH THAT ANALYSIS, AND MAINTAIN RECORDS REFLECTING THE ANALYSIS AND ACTIONS IN THIS REGARD IN ACCORDANCE WITH 24 CFR 487(B)(2), AS SPECIFIED BY THE DEPARTMENT;
- (6) IT WILL PROVIDE FOR OPPORTUNITIES FOR CITIZEN PARTICIPATION, HEARINGS AND ACCESS TO INFORMATION WITH RESPECT TO ITS DISASTER RECOVERY PROGRAM, AS SPECIFIED BY THE DEPARTMENT;
- (7) FUNDS WILL BE USED SOLELY FOR NECESSARY EXPENSES RELATED TO DISASTER RELIEF, LONG-TERM RECOVERY, AND RESTORATION OF HOUSING IN AREAS AFFECTED BY THE HURRICANE;
- (8) IT WILL NOT ATTEMPT TO RECOVER ANY CAPITAL COSTS OF PUBLIC IMPROVEMENTS ASSISTED IN WHOLE OR IN PART WITH SUCH FUNDS BY ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF LOW AND MODERATE INCOME, INCLUDING ANY FEE CHARGED OR ASSESSMENT MADE AS A CONDITION OF OBTAINING ACCESS TO SUCH PUBLIC IMPROVEMENTS UNLESS (A) SUCH FUNDS ARE USED TO PAY THE PROPORTION OF SUCH FEE OR ASSESSMENT THAT RELATED TO THE CAPITAL COSTS OF SUCH PUBLIC IMPROVEMENTS THAT ARE FINANCED FROM REVENUE SOURCES OTHER THAN SUCH FUNDS; OR (B) FOR

PURPOSES OF ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF MODERATE INCOME, THE CONTRACTOR CERTIFIES THAT IT LACKS SUFFICIENT FUNDS UNDER THIS CONTRACT TO COMPLY WITH THE REQUIREMENTS OF CLAUSE (A).

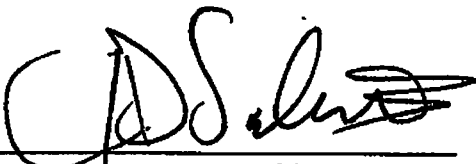
(9) IT WILL ADOPT AND ENFORCE A POLICY PROHIBITING THE USE OF EXCESSIVE FORCE BY LAW ENFORCEMENT AGENCIES WITHIN ITS JURISDICTION AGAINST ANY INDIVIDUAL ENGAGED IN NONVIOLENT CIVIL RIGHTS DEMONSTRATIONS AND A POLICY OF ENFORCING APPLICABLE STATE AND LOCAL LAWS AGAINST PHYSICALLY BARRING ENTRANCE TO OR EXIT FROM A FACILITY OR LOCATION WHICH IS THE SUBJECT OF SUCH NONVIOLENT CIVIL RIGHTS DEMONSTRATION WITHIN ITS JURISDICTION.

(10) IT WILL NOT USE FUNDS PROVIDED UNDER THIS CONTRACT FOR ANY ACTIVITY IN AN AREA DELINEATED AS A SPECIAL FLOOD HAZARD AREA IN FEMA'S MOST CURRENT FLOOD ADVISORY MAPS UNLESS IT ALSO ENSURES THAT THE ACTION IS DESIGNED OR MODIFIED TO MINIMIZE HARM TO OR WITHIN THE FLOODPLAIN IN ACCORDANCE WITH EXECUTIVE ORDER 11938 AND 24 CFR PART 55.

(11) IT WILL NOT DUPLICATE ANY BENEFITS PURSUANT TO THE STAFFORD ACT IN RELATION TO THE EXPENDITURE OF FUNDS UNDER THIS CONTRACT AND FURTHER THAT DISASTER RECOVERY FUNDS WILL NOT BE EXPENDED ON A PROJECT FOR WHICH FUNDS WERE PREVIOUSLY DISALLOWED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

(12) IT WILL NOT KNOWINGLY EMPLOY AN UNDOCUMENTED WORKER, WHERE "UNDOCUMENTED WORKER" MEANS AN INDIVIDUAL WHO, AT THE TIME OF EMPLOYMENT, IS NOT LAWFULLY ADMITTED FOR PERMANENT RESIDENCE TO THE UNITED STATES OR AUTHORIZED UNDER LAW TO BE EMPLOYED IN THAT MANNER IN THE UNITED STATES. IF, AFTER RECEIVING A PUBLIC SUBSIDY, SUBRECIPIENT, OR A BRANCH, DIVISION, OR DEPARTMENT OF SUBRECIPIENT IS CONVICTED OF A VIOLATION UNDER 8 U.S.C. SECTION 1324A, SUBRECIPIENT SHALL REPAY THE PUBLIC SUBSIDY WITH INTEREST, AT A RATE OF 5% PER ANNUM, NOT LATER THAN THE 120TH DAY AFTER THE DATE TDHCA NOTIFIES SUBRECIPIENT OF THE VIOLATION IN ACCORDANCE WITH HOUSE BILL 1196.

(13) IT IS NOT INELIGIBLE TO RECEIVE THIS CONTRACT AND ACKNOWLEDGES THAT THIS CONTRACT MAY BE TERMINATED AND PAYMENT WITHHELD IF THIS CERTIFICATION IS INACCURATE IN ACCORDANCE WITH SECTION 2261.053, TEXAS GOVERNMENT CODE.


Name Juan D. Salinas, III

9/10/09
Date

**CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

THE UNDERSIGNED Hidalgo County

CERTIFIES, TO THE BEST OF ITS 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 DEPARTMENT OR EMPLOYEE OF AN AGENCY, A MEMBER OF CONGRESS, AN DEPARTMENT OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDED 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 DEPARTMENT OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN DEPARTMENT 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 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.

SIGNED:

NAME Juan D. Salinas, III

DATE:

9/10/09

Hidalgo County Judge
TITLE

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
COMMUNITY DEVELOPMENT PROGRAM CONTRACT #70090019
HURRICANE IKE/DOLLY FUNDING UNDER THE
CONSOLIDATED SECURITY, DISASTER ASSISTANCE, AND CONTINUING
APPROPRIATIONS ACT OF 2009
PUBLIC LAW 110-329
FIRST AMENDMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

Section 1

The **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**, a public and official agency of the State of Texas (Department) and Hidalgo County, a political subdivision of the State of Texas, referred to as the "Subrecipient", do hereby contract and agree to amend the original contract by and between the parties, effective September 11, 2009, and identified on Department's records as CDBG Contract #70090019 (Contract).

Section 2

The parties hereto agree to amend the Contract identified in Section 1 above so that **Exhibit B, Budget**, is replaced in its entirety with the new Exhibit B Budget attached to this First Amendment, hereinafter referred to as Exhibit B, and hereby made a part of this First Amendment. Exhibit B consists of one (1) page.

Section 3

The parties hereto agree that all other terms of the Contract shall remain in effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this First Amendment. In the event any conflict in terms exists, this First Amendment shall control, unless it can not be read consistently with the entirety of the Contract or is made void by operation of law. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

Section 4

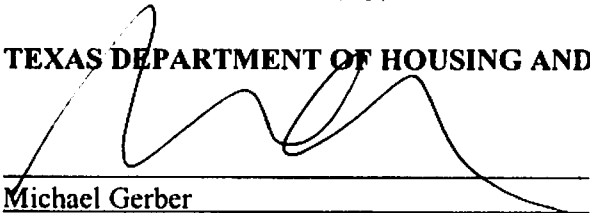
This First Amendment shall be effective on the date of execution.

Section 5

By signing this First Amendment the parties expressly understand and agree that its terms shall become a part of the Contract as if they were set forth word for word therein. This First Amendment shall be binding upon the parties hereto and their respective successors and assigns.

AGREED TO AND EXECUTED BY:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By: 

Name: Michael Gerber

Title: Executive Director

Date: _____

HIDALGO COUNTY, TEXAS

By: 

Name: Rene A. Ramirez

Title: Interim County Judge

Date: 11/24/09

EXHIBIT B

CONTRACT NO. 70090019

BUDGET

Hidalgo County

<u>ACTIVITY CODE</u>	<u>CATEGORIES</u>	<u>ACTIVITY FUNDS</u>
NR-LMI	Homeowner Repair, Reconstruction	\$1,700,000
4-PD	Project Delivery	\$200,000
206-GA	General Administration	\$100,000
TOTAL		\$2,000,000

X

TEXAS DEPARTMENT OF RURAL AFFAIRS

CONTRACT NO. DRS010068 FOR

CDBG DISASTER RECOVERY ENTITLEMENT GRANT PROGRAM

STATE OF TEXAS

COUNTY OF TRAVIS

SECTION 1. PARTIES TO CONTRACT

This Contract and agreement is made and entered into by and between the Texas Department of Rural Affairs an agency of the State of Texas, referred to as the "TDRA", and the County of Hidalgo, hereinafter referred to as "Grantee". The parties have severally and collectively agreed and by the execution hereof are bound to the terms and conditions of this Contract.

SECTION 2. CONTRACT PERIOD

This Contract and agreement shall commence on December 1, 2009, and shall terminate on November 30, 2011, unless otherwise specifically provided by the terms of this Contract.

SECTION 3. STATEMENT OF SERVICES TO BE PERFORMED

The funds provided under this Contract were appropriated by the Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329) enacted on September 30, 2008, to facilitate disaster recovery, restoration and economic revitalization in areas affected by Hurricanes Dolly and Ike, which are Presidentially-declared major disaster areas under title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 *et seq.*).

A. Grantee Performance

1. Grantee shall conduct, in a satisfactory manner as determined by TDRA, the activities and projects set forth in Exhibit A, the Performance Statement that is attached hereto and made a part of this Contract. These project and activity services are for emergency in the Hurricanes Dolly and Ike Federally-declared disaster areas. Grantee shall perform all projects and activities in accordance with Exhibit A and the terms set forth in the following attached exhibits that are made a part of this Contract: Exhibit B, the Budget; Exhibit C, the Certifications; Exhibit D, the Applicable Laws and Regulations; Exhibit E, the Project Implementation Schedule; and the assurances, certifications, and all other statements made by Grantee in its application for funding under this Contract. Grantee shall accomplish all tasks in accordance with Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. Sec. 5301 *et seq.*), hereinafter referred to as "the Act", and the regulations promulgated thereunder pertaining to the State's Program at 24 CFR Part 570, hereinafter referred to as "the Regulations", subject to applicable statutory and/or regulatory waivers or alternative requirements; and with all other terms, provisions, and requirements set forth in this Contract.

2. Grantee shall ensure that the projects described in Exhibit A, the Performance Statement, were either directly damaged or experienced a failure to function as designed as a result of either Hurricane Dolly on July 23, 2008 or Hurricane Ike on September 13, 2008. Grantee shall ensure that all funds expended under this Contract are used in accordance with the approved Methods of Distribution established by the appropriate county and/or Council of Government.

3. Grantee shall ensure that the persons to benefit from the activities described in Exhibit A, Performance Statement, are receiving the service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled and before submitting the Project Completion Report to TDRA. If the persons to benefit from the activities described in Exhibit A are not receiving the service or a benefit, Grantee is liable to repay to TDRA any associated disallowed costs.

4. Grantee shall adhere to the Project Implementation Schedule timelines for key project activities as shown in Exhibit E. TDRA may require Grantee to submit written justification for any contract activity that is not completed by the end of the month specified on the schedule in Exhibit E. These key activities include Procurement of Professional Services Completed, Plans and Specifications Completed/Submitted for Approval, Environmental Review Services Completed, Clearance of Special Conditions, Wage Rate Request/Decision/10-Day Call, Bid Advertisement/Construction Contact Awarded, Construction- 50 percent TxCDBG project complete, Construction- 50 percent of TxCDBG funds requested from TDRA, Construction-75 percent of TxCDBG project complete, Construction-75 percent of TxCDBG funds requested from TDRA, Construction-90 percent of TxCDBG project complete, Construction-90 percent of TxCDBG funds requested from TDRA, Final Inspections Completed, and Close-out documents submitted to TDRA.

5. Grantee shall fully cooperate with TDRA's Project Management Firm or Company (hereinafter referred to as "PMC") as requested, in all efforts related to the administration of the Disaster Recovery Program. In the event of the failure to perform, in whole or in part, of Grantee's design engineer, TDRA reserves the right to assign the PMC to step into this role to complete a project(s), and Grantee will bear this cost as an assessment against Grantee's grant award.

6. Grantee shall refund to TDRA any sum of money which has been paid to Grantee by TDRA, which TDRA determines has resulted in overpayment to Grantee, or which TDRA determines has not been spent by Grantee strictly in accordance with the terms of this Contract. Such refund shall be made by Grantee to TDRA within thirty (30) working days after such refund is requested by TDRA.

B. TDRA Obligations

Measure of Liability

In consideration of full and satisfactory performance of the activities referred to in Section 3(A) of this Contract, TDRA shall be liable for actual and reasonable costs incurred by Grantee during the contract period for performances rendered under this Contract by Grantee, subject to the limitations set forth in this Section 3(B).

1. It is expressly understood and agreed by the parties that TDRA's obligations under this Section 3(B) are contingent upon the actual receipt of adequate state or federal funds to meet TDRA's liabilities under this Contract. If adequate funds are not available to make payments under this Contract, TDRA shall notify Grantee in writing within a reasonable time after such fact is determined. Upon Grantee's receipt of such notice, TDRA or Grantee may terminate this Contract and neither will be liable to the other for any Contract obligations thereafter. The Grantee shall not be liable for performing any of its Contract obligations if TDRA does not have the funding to pay for them.
2. TDRA shall not be liable to Grantee for any costs incurred by Grantee, or any portion thereof, which has been paid to Grantee or is subject to payment to Grantee, or has been reimbursed to Grantee or is subject to reimbursement to Grantee, by any source other than TDRA or Grantee.
3. TDRA shall not be liable to Grantee for any costs incurred by Grantee which are not allowable costs, as set forth in Section 6 (A) of this Contract.
4. TDRA shall not be liable to Grantee for any costs incurred by Grantee or for any performances rendered by Grantee which are not strictly in accordance with the terms of this Contract, including the terms of Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E of this Contract.
5. TDRA shall not be liable to Grantee for any costs incurred by Grantee in the performance of this Contract which have not been billed to TDRA by Grantee within sixty (60) days following termination of this Contract unless otherwise provided for in the Certificate of Expenditures referred to in Section 8 (C) of this Contract.
6. TDRA shall not be liable for costs incurred or performances rendered by Grantee before commencement of this Contract or after termination of this Contract unless: (a) the costs are specifically identified in Exhibit A, Performance Statement and Exhibit B, Budget, of this Contract; (b) the costs incurred by Grantee were for otherwise allowable pre-agreement program costs as set forth in Section 22(J) of this Contract; (c) Grantee has complied with all TDRA's requirements applicable to the Disaster Recovery Grants provided under Public Law 110-329, including: all applicable state and federal laws, such as procurement procedures, applicable environmental, labor, civil rights and acquisition requirements; all provisions of this Contract; and all applicable Texas Community Development Block Grant (CDBG) Disaster Recovery Supplemental funding (TxCDBG-DRS) policies and procedures.
7. TDRA shall not be liable for costs incurred and reserved on the Certificate of Expenditures if such costs are not billed to TDRA within ninety (90) days after the contract's termination date. An exception will be made for the reserved funds for the final 5% administrative drawdown for programmatic closure. Audit funds reserved on the Certificate of Expenditures eligible for reimbursement under the provisions of Section 19 of this Contract shall be billed to TDRA within twelve months after the end of Grantee's fiscal year that follows the termination date of this Contract. TDRA shall de-obligate all reserved funds not requested under this subsection.
8. Performances rendered by Grantee which are not strictly in accordance with Public Law 110-329, the applicable CDBG regulations, and other U. S. Department of Housing and Urban Development (HUD) requirements that govern the use of the funds provided under this Contract.

SECTION 4. CONTRACT AMOUNT AND FUND ALLOCATION

Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by TDRA under this Contract shall not exceed the sum of Five Million and No/100 Dollars (\$5,000,000) reflecting the total allocation of disaster recovery funds to Grantee.

SECTION 5. METHOD OF PAYMENT

A. Grantee shall request payment under this Contract by submitting to TDRA—at the designated office location—a completed Request for Payment form accompanied by detailed documentation supporting the request, and a State of Texas Purchase Voucher, as specified by TDRA. TDRA shall determine the reasonableness of each payment amount requested by Grantee. Grantee shall review the document(s) for accuracy, then sign and return such document(s) to TDRA. Upon receipt of the signed document(s), TDRA shall disburse payment to Grantee.

B. Grantee's requests for the advance of funds shall be limited to the minimum amounts needed for effective operation of programs under this Contract, and shall be timed as closely as possible to be in accord with actual cash requirements. Grantee shall establish procedures to minimize the time elapsing between the transfers of funds from TDRA to Grantee and shall ensure that such funds are disbursed as soon as administratively possible.

C. Notwithstanding the provisions of Section 5 (A) of this Contract, it is expressly understood and agreed by the parties that payments under this Contract are contingent upon Grantee's full and satisfactory performance of its obligations under this Contract.

D. It is expressly understood and agreed by the parties that any right or remedy provided for in this Section 5 or in any other provision of this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

SECTION 6. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND PROGRAM INCOME

A. Except as specifically modified by law or the provisions of this Contract, Grantee shall, in performing under this Contract, comply with the Regulations in Exhibit D and, for matters not addressed therein, with 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" (referred to as the "Common Rule"), as modified by the rules promulgated by the Office of the Governor under the Uniform Grant and Contract Management Act (TEX. GOV'T CODE Chapter 783). The allowability of costs incurred for performances rendered shall be determined in accordance with Office of Management and Budget (OMB) Circular A-87, as supplemented by the Uniform Grant Management Standards (UGMS) and the terms and conditions of this Contract.

B. Grantee shall comply with the requirements set forth in 24 CFR Section 570.489(e) of the Regulations to account for program income related to activities financed in whole or in part with funds provided under this Contract.

G. Grantee shall maintain records of the receipt and accrual of all program income in the same manner as required for all other funds under this Contract, and Grantee shall provide reports of program income to TDRA with each form submitted by Grantee in accordance with Section 8 of this Contract. All program income must be returned to TDRA on at least a quarterly basis and must be reported to TDRA in perpetuity.

SECTION 7. RETENTION AND ACCESSIBILITY OF RECORDS

A. Grantee shall maintain fiscal records and supporting documentation for all expenditures of funds made under this Contract in a manner which conforms to OMB Circular A-87, 24 CFR Section 570.490 of the Regulations in Exhibit D, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. Grantee shall retain such records, and any supporting documentation, for the greater of these three (3) periods: (i) three (3) years from closeout of the HUD disaster recovery grant to the state of Texas, not the closeout of this Contract; (ii) a date consistent with the period required by other applicable laws and regulations as described in 24 CFR 570.487 and 570.488; or, (iii) if notified by TDRA that audit issues have not been fully resolved, the date TDRA accepts Grantee's audit or TDRA resolves to its satisfaction the audit issues. If an expenditure or audit report has been waived, the retention period is based on the other two (2) dates alone.

B. Grantee shall give the United States Department of Housing and Urban Development, the Inspector General, the Government Accountability Office, the Auditor of the State of Texas, an office or agency of the State of Texas, TDRA, the PMC, or any of TDRA's other duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Grantee pertaining to this Contract. Such rights to access shall continue as long as the records are retained by Grantee. Grantee agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act (TEX. GOV'T CODE Chapter 552).

C. Grantee shall include the substance of this Section 7 in all subcontracts.

SECTION 8. REPORTING REQUIREMENTS

A. Grantee shall submit to TDRA such reports on the operation and performance of this Contract as may be required by TDRA including but not limited to the reports specified in this Section 8.

B. Grantee shall submit a Quarterly Progress Report to TDRA no later than the fifteenth day of the month after the end of each calendar quarter of the contract period specified in Section 2, and continuing until all funds have been expended and all expenditures reported. The Quarterly Progress Report shall be in a format prescribed by TDRA and shall include a report of the progress, in narrative form, of all construction and non-construction activities by budget categories performed pursuant to Exhibit A, Performance Statement, and of the expenditures and obligations of funds by budget category made pursuant to Exhibit B, Budget. The Quarterly Progress Report may also include information about the uses of funds during the applicable quarter including (but not limited to) the project names; activity descriptions, locations, and beginning/ending dates; national objective compliance; non-CDBG funding source information; and performance measure details.

C. Grantee shall submit a Certificate of Expenditures to TDRA no later than sixty (60) days after the contract termination date or at the conclusion of all contract activities as determined by TDRA. The Certificate of Expenditures shall be in a format prescribed by TDRA and shall be accompanied by a final Project Completion Report of all activities performed under this Contract.

D. In addition to the limitations on liability otherwise specified in this Contract, it is expressly understood and agreed by the parties that if Grantee fails to submit to TDRA in a timely and satisfactory manner any report required by this Contract, TDRA may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Grantee. If TDRA withholds such payments, it shall notify Grantee in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by TDRA until such time as the delinquent obligations for which funds are withheld are fulfilled by Grantee.

E. Grantee is required to immediately report to TDRA any incident of criminal misapplication of TxCDBG-DRS funds, or other instances of fraud affecting TxCDBG-DRS funds or related projects, associated with this Contract.

SECTION 9. MONITORING

TDRA reserves the right to perform periodic on-site monitoring of Grantee's compliance with the terms and conditions of this Contract, assurance of non-duplication of beneficiaries and of the adequacy and timeliness of Grantee's performances under this Contract. After each monitoring visit, TDRA shall provide Grantee with a written report of the monitor's findings. If the monitoring reports note deficiencies in Grantee's performances under the terms of this Contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Grantee. Failure by Grantee to take action specified in the monitoring report may be cause for suspension or termination of this Contract, as provided in Sections 17 and 18 of this Contract.

SECTION 10. INDEPENDENT GRANTEE

It is expressly understood and agreed by the parties that TDRA is contracting with Grantee as an Independent Grantee, and that Grantee, as such, agrees to the extent allowed by law to hold TDRA harmless and to indemnify TDRA from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by Grantee under this Contract.

SECTION 11. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, Grantee may subcontract for certain performances described in this Contract without obtaining TDRA's prior written approval. For subcontracts to which the federal labor standards requirements apply, Grantee shall submit a Subcontractor Eligibility form, as specified by TDRA, for each proposed subcontract, and obtain TDRA's prior written approval. Grantee, in subcontracting for any performances described in this Contract, expressly understands that in entering into such subcontracts, TDRA is in no way liable to Grantee's subcontractor(s).

B. In no event shall any provision of this Section 11, specifically the requirement that Grantee obtain TDRA's prior written approval of a subcontractor's eligibility, be construed as relieving Grantee of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Grantee. TDRA's approval under Section 11 does not constitute adoption, ratification, or acceptance of Grantee's or subcontractor's performance. TDRA maintains the right to insist upon Grantee's full compliance with the terms of this Contract, and by the act of approval under Section 11, TDRA does not waive any right of action which may exist or which may subsequently accrue to TDRA under this Contract.

C. Grantee shall comply with 24 CFR Section 85.36, this Contract and all applicable federal, state and local laws, regulations, and ordinances for making procurements under this Contract.

D. Grantee shall retain the amount of five percent (5%) of each construction or rehabilitation subcontract entered into by Grantee until TDRA determines that the Federal labor standards requirements applicable to each such subcontract have been satisfied.

SECTION 12. CONFLICT OF INTEREST

A. Grantee shall ensure that no employee, officer, or agent of Grantee shall participate in the selection, or in the award or administration of a subcontract supported by funds provided if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: 1) the employee, officer, or agent; 2) any member of his or her immediate family; 3) his or her partner; or 4) any organization which employs, or is about to employ any of the above; has a financial or other interest in the firm or person selected to perform the subcontract. Grantee shall comply with Chapter 171, Texas Local Government Code and 24 CFR 570.489(h) of the federal regulations.

B. In all cases not governed by Subsection (A) of this Section, no persons specified in subsection (C) of this Section who exercise or have exercised any functions or responsibilities with respect to the activities assisted under this Contract or any other CDBG contract, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for one (1) year thereafter.

C. The conflict of interest provisions of Subsection (B) apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Grantee or of a subcontractor of Grantee.

D. Grantee shall include the substance of this section in all subcontracts.

SECTION 13. NONDISCRIMINATION, RELIGIOUS ACTIVITY, AND FAITH-BASED ORGANIZATIONS

A. Grantee shall ensure that no person shall on the ground of race, color, national origin, religion, sex, age, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or be denied access to any program or activity funded in whole or in part with funds made available under this Contract.

B. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in this program and activities funded under this Contract. Grantee shall not discriminate against an organization on the basis of the organizations' religious character or affiliation. None of the performances rendered by Grantee under this Contract shall involve, nor shall any portion of the funds received by Grantee under this Contract, be used to engage in inherently religious activities. Funds made available under this Contract may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Funds made available under this Contract may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities. Where a structure is used for both eligible and inherently religious activities, funds made available under this Contract may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to funds provided under this Contract. Grantee shall comply with the regulations promulgated by the U.S. Department of Housing and Urban Development on faith-based activities at 24 CFR §570.200(j).

SECTION 14. LEGAL AUTHORITY

A. Grantee assures and guarantees that Grantee possesses the legal authority to enter into this Contract, receive funds authorized by this Contract, and to perform the services Grantee has obligated itself to perform.

B. The person or persons signing and executing this Contract on behalf of Grantee, or representing themselves as signing and executing this Contract on behalf of Grantee, do hereby warrant and guarantee that he, she or they have been duly authorized by Grantee to execute this Contract on behalf of Grantee and to validly and legally bind Grantee to all terms, performances, and provisions set forth.

C. TDRA shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Grantee or the person signing this Contract to enter into this Contract or to render performances. Grantee is liable to TDRA for any money it has received from TDRA for performance of the provisions of this Contract, if TDRA has suspended or terminated this Contract for reasons enumerated in this Section 14.

SECTION 15. LITIGATION AND CLAIMS

Grantee shall give TDRA immediate notice in writing of 1) any action, including any proceeding before an administrative agency, filed against Grantee arising out the performance of any subcontract; and 2) any claim against Grantee, the cost and expense of which Grantee may be entitled to be reimbursed by TDRA. Except as otherwise directed by TDRA, Grantee shall furnish immediately to TDRA copies of all pertinent papers received by Grantee with respect to such action or claim.

SECTION 16. CHANGES AND AMENDMENTS

A. Except as specifically provided otherwise in this Contract, any alterations, additions, or deletions to the terms of this Contract shall be by amendment in writing and executed by both parties to this Contract.

B. It is understood and agreed by the parties that performances under this Contract must be rendered in accordance with the Act, applicable regulations, assurances and certifications made to TDRA by Grantee, and the assurances and certifications made to the United States Department of Housing and Urban Development by the State of Texas regarding the operation of the TxCDBG-DRS Program.

Accordingly, and in order to ensure the legal and effective performance of this Contract by both parties, the parties agree that the provisions of the TxCDBG Project Implementation Manual apply to this Contract, and that any amendments thereto are automatically incorporated into this Contract without written amendment as follows: TDRA may from time to time during the period of performance of this Contract issue policy directives which serve to establish, interpret, or clarify performance requirements under this Contract. Such policy directives shall be promulgated by TDRA in the form of TxCDBG-DRS issuances, and shall have the effect of qualifying the terms of this Contract and shall be binding upon Grantee, as if written herein. However, such policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this Contract so as to release TDRA of any obligation specified in Section 4 of this Contract to reimburse costs incurred by Grantee prior to the effective date of the amendments or policy directives.

C. Any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal or State law or regulations are automatically incorporated into this Contract without written amendment, and shall become effective on the date designated by such law or regulation.

D. Notwithstanding Subsection A of this Section 16, Grantee may make transfers of funds between or among budget categories of Exhibit B, Budget, without requiring an amendment to this Contract, or otherwise requiring TDRA's prior written approval provided that:

1. The cumulative dollar amount of all transfers among direct budget categories is equal to or less than ten percent (10%) of the total amount of this Contract as specified in Section 4, but does not exceed \$25,000;
2. The transfer will not change the scope or objective of the projects funded under this Contract; and
3. Grantee submits a budget revision report to TDRA, on a form specified by TDRA, simultaneously with the submission of Grantee's first request for payment following any such transfers made in accordance with this Subsection D.

SECTION 17. SUSPENSION

To the extent permitted by TEX. GOV'T CODE Section 2251.003(3), in the event that Grantee fails to comply with any term of this Contract, TDRA may, upon written notification to Grantee, suspend this Contract in whole or in part and withhold further payments to Grantee, and prohibit Grantee from incurring additional obligations of funds under this Contract.

SECTION 18. TERMINATION

A. TDRA may terminate this Contract for cause based upon the failure of Grantee to comply with the terms and/or conditions of the contract, provided that TDRA give Grantee written notice specifying Grantee's failure. If within thirty (30) days after receipt of such notice, Grantee has not either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceed diligently to complete such correction and thereafter maintain agreed upon performance standards, then TDRA may, at its option, give notice of default to Grantee and terminate this Contract on the date specified in such notice. However, if TDRA determines that Grantee is ineligible to receive the contract, TDRA may immediately terminate the contract without further obligation to Grantee.

B. Either of the parties to this Contract shall have the right to terminate this Contract, in whole or in part, when both parties agree that the continuation of the activities funded under this Contract would not produce beneficial results commensurate with the further expenditure of funds; provided that both parties agree, in writing, upon the termination conditions, including the effective date of such termination; and in the case of partial termination, the portion of the contract to be terminated.

C. Upon termination or receipt of notice to terminate, whichever occurs first, Grantee shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related to the performance of this Contract or the part of this Contract to be terminated, and shall cease to incur costs thereunder. TDRA shall not be liable to Grantee or to Grantee's creditors for costs incurred after termination of this Contract.

D. Notwithstanding any exercise by TDRA of its right to suspension under Section 17 of this Contract or of early termination pursuant to this Section 18, Grantee shall not be relieved of any liability to TDRA for damages due to TDRA for which it is legally liable resulting from any breach of this Contract by Grantee. TDRA may withhold payments to Grantee until such time as the exact amount of damages due to TDRA from Grantee is agreed upon or is otherwise determined.

SECTION 19. AUDIT

A. Grantee shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:

1. (a) **Audit Required-Federal Awards.** Grantees expending \$500,000 or more in Federal financial assistance for any fiscal year, beginning with fiscal years ending January 31, 2004 and after, shall have a single audit conducted in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501, and OMB Circular No. A-133 - Revised as of June 27, 2007 "Audits of States, Local Governments, and Non-Profit Organizations." Alternatively, TDRA may require a program specific audit for certain situations and when the Single Audit Act does not apply. For purposes of this Section 19, "Federal Financial Assistance" means assistance that non-Federal entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance, but does not include amounts received as reimbursement for services rendered to individuals as described in OMB Circular A-133 §__205(h) and §__205(i). The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government.

(b) **Audit Required-State Financial Assistance.** Grantees that expended \$500,000 or more in State Financial Assistance for any fiscal year, beginning with fiscal years *ending January 31, 2004 and after, shall have a single or program specific audit* conducted for that year in accordance with provisions of the State of Texas Single Audit Circular and the Uniform Grant Management Standards as adopted June 2004. For purposes of this Section 19, "State Financial Assistance" (or cost reimbursement contract) means assistance that non-state entities receive or administer in the form of grants, loans, loan guarantee, property (including donated surplus properties), cooperative agreements, interest subsidies, insurance, food commodities, and other assistance, but does not include amounts received as a reimbursement for services rendered to individuals as described in §__205 (f). "State Financial Assistance" (or cost reimbursement contract) is received directly from state awarding agencies or indirectly from pass-through entities under a federal block grant. State financial assistance also does not include federal awards as defined by OMB Circular A-133.

2. Audit Expenses. Notwithstanding Section 4, Grantee may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by TDRA under this Contract, provided however that TDRA shall not make payment for the cost of such audit services until TDRA has received a satisfactory audit report and invoice, as determined by TDRA, from Grantee; the invoice submitted for reimbursement should clearly show the percentage of cost relative to the total single audit cost of the audit services. Therefore, when submitting a request for audit fees reimbursement, Grantee shall submit an invoice that clearly shows the total cost of the audit and the corresponding prorated charge per funding source. In addition, when applicable, an explanation shall be submitted with the reimbursement request supporting why the percentage of audit fee charges exceeds the percentage amount of TxCDBG-DRS funds expended of the total funds expended by Grantee.

3. Grantee shall submit one (1) copy of the report of such audit to TDRA within thirty (30) days after the completion of the audit, but no later than nine (9) months after the end of Grantee's audit period (i.e., after Grantee's fiscal year end). Grantee shall ensure that the audit report is made available for public inspection within thirty (30) days after completion of the audit. Audits performed under Subsection A of this Section 19 are subject to review and resolution by TDRA or its authorized representative. Grantee shall ensure the Audit Report submitted include either in the report or as part of the cover letter, auditor and Grantee contact information, including contact person, mailing address, telephone, fax number and e-mail address. Grantee shall ensure the Audit Report submitted also includes the submission of the CPA Management Letter if a Management Letter was issued to Grantee by its CPA firm. Failure by Grantee to submit a completed single audit package as described in the audit requirements by the required due date could affect funding for all existing contracts, eligibility to apply under any TxCDBG Program, and the issuance of new contracts for funding awards.

4. Notwithstanding the requirements after paragraphs "A-1 through 3" of this Section 19, Grantee shall submit within sixty (60) days after its fiscal year end an Audit Certification Form (ACF) or a similar statement. The ACF or statement will include information indicating if Grantee has or has not met the \$500,000 expenditure threshold that will require a Single Audit Report in accordance with the UGMS, Subpart C-Post Award Requirements, §___.26 Audit, item (d). If Grantee did not exceed the threshold, Grantee shall include with the ACF or statement, a list of all open TDRA contracts providing financial assistance and the corresponding activity. Failure by Grantee to submit an ACF or a similar statement or failure to submit a completed single audit package as described in the audit requirements by the required due date could affect funding for all existing contracts, eligibility to apply under any TxCDBG Program, and the issuance of new contracts for funding awards.

5. Pursuant to Title 1 of the Texas Administrative Code (TAC) §5.167(c), "Chapter 2105, Texas Government Code, requires that all subrecipients of federal block grants be included under the provisions of the Uniform Grant and Contract Management Standards". UGMS §___.400 requires "Recipients who are required to have a single audit and receive state or federal awards for more than one state agency shall have a state single audit coordinating agency. The governor's office shall designate a state single audit coordinating agency based upon the state awarding agency that provides the predominant amount of direct funding to a recipient and other factors, as appropriate, to ensure equitable and manageable workloads." Grantee has the responsibility to make this request to the governor's office pursuant to 1 TAC §5.167(c)(2) which states: "To have a state single audit coordinating agency designated a recipient must submit a written request to the Governor's Budget and Planning Office, P.O. Box 12428, Austin, Texas 78711. This request must list the state

agencies providing financial assistance with the grant amounts for the year to be audited and indicate that the governing body has authorized the initiation of the single audit.”

B. Notwithstanding Subsection A of this Section 19, TDRA reserves the right to conduct an annual financial and compliance review of funds received and performances rendered under this Contract. Grantee agrees to permit TDRA or its authorized representative to audit Grantee's records and to obtain any documents, materials, or information necessary to facilitate such review.

C. Grantee understands and agrees that it shall be liable to TDRA for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement to TDRA of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

D. Grantee shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section 19 as TDRA may require of Grantee. Grantee shall establish written standard operating procedures and internal controls to include the timely procurement of a CPA firm to start and complete the year end single audit report if applicable, in order to comply with contractual and regulatory requirements. TDRA shall not release any funds for any costs incurred by Grantee under this Contract until TDRA has received a copy of any audit report required by this Section 19.

E. Grantee shall procure audit services through an open, competitive process at least once every four (4) years. The auditor shall retain working papers and reports for a minimum of three (3) years after the date of issuance of the auditor's report to the auditee. Audit working papers shall be made available upon request to TDRA at the completion of the audit, as a part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

F. Grantee understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Grantee and the requirement to cooperate is included in any subcontract it awards.

SECTION 20. ENVIRONMENTAL CLEARANCE REQUIREMENTS

A. Grantee understands and agrees that by signing this Contract Grantee shall assume the responsibilities for environmental review, decision making, and other action required of responsible entities in the assumption of authority for decision-making and action delegated by the U.S. Department of Housing and Urban Development (HUD) under the National Environmental Policy Act (NEPA), other provisions of law that further the purpose of NEPA, as specified in 24 CFR Part 58, and with all other terms, provisions, and requirements set forth in this Contract. Grantee shall ensure that an environmental review or written assessment of its projects is prepared in accordance with 24 CFR Part 58 and the TxCDBG Project Implementation Manual. Grantee must also ensure that the necessary steps are taken and applicable procedures followed to ensure compliance with NEPA. Grantee shall maintain a written Environmental Review Record (ERR), of the review undertaken for its projects, including all supporting source documentation, and provide a copy of the ERR, including all related source documentation, to TDRA.

B. In accordance with Section 58.77(b) of such regulations, Grantee further understands and agrees that Grantee shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

C. Funds provided under this Contract may be obligated and expended before the actions specified in this Section occur only for the following eligible activities:

1. The payment of reasonable planning and administrative costs related to the project.
2. Environmental studies, including environmental clearance activities required by this Section; and
3. The payment or reimbursement of reasonable project engineering and design costs incurred for this project.

SECTION 21. CITIZEN PARTICIPATION WAIVER AND ALTERNATIVE REQUIREMENTS

A. Provisions of Federal Notice [Docket No. FR-5256-N-01] entitled "Allocations and Common Application and Reporting Waivers Granted to and Alternative Requirements for Community Development Block Grant (CDBG) Appropriations", and relating to the supplemental funding for natural disasters that occurred in 2008 (Public Law 110-329) expressly provides that the citizen participation requirement is waived. This waiver removes the mandate for public hearings or meetings, at either the state or local government level, as the method for disseminating information or collecting citizen comments about proposed projects under this funding. However, while public hearing or meeting requirements are waived, Grantee must ensure that all citizens have equal and ongoing access to information about the projects; including, but not limited to, ensuring that project information is available in the appropriate languages for the geographical area served by the jurisdiction. Information furnished to citizens shall include, but not be limited to:

1. The amount of TxCDBG-DRS funds expected to be made available;
2. The range of activities that may be undertaken with the TxCDBG-DRS funds;
3. The estimated amount of the TxCDBG-DRS funds proposed to be used for activities that will meet the national objective of benefit to low and moderate income persons; and
4. The proposed TxCDBG-DRS activities likely to result in displacement and the entity's anti-displacement and relocation plan.

B. Complaint Procedures: Grantee must have written citizen complaint procedures that provide a timely written response (within fifteen (15) working days) to complaints and grievances. Citizens must be made aware of the location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.

C. Technical Assistance: When requested, Grantee shall provide technical assistance to group's representative of persons of low and moderate income in developing proposals for the use of TxCDBG-DRS funds. The level and type of assistance shall be determined by the applicant/recipient based upon the specific needs of the community's residents.

D. Grantee shall maintain a citizen participation file which includes a copy of the Plan Requirements described in the "2008 Supplemental Disaster Recovery Fund: Hurricanes Dolly and Ike Non-Housing Activities Application Guide"; Grantee's complaint procedures; any technical assistance provided by Grantee; and public notices, minutes, and attendance lists for public hearings, if any.

SECTION 22. SPECIAL CONDITIONS

A. As provided for in Public Law 110-329, the contract funds may not be used for activities reimbursable by or for which funds are made available by the Federal Emergency Management Agency (FEMA), the Army Corps of Engineers (Corps), any other federal funding source, or covered by insurance. Grantee shall ensure that any request for payment submitted to TDRA under this Contract does not include a fund request for costs for activities reimbursable by or for which funds are made available by FEMA, the Corps, any other federal funding source, or covered by insurance. Further, none of the funds made available under this Contract may be used by Grantee as a matching requirement, share, or contribution for any other federal program.

B. TDRA shall not release any funds for any costs incurred by Grantee under this Contract until TDRA has received a copy of Grantee's previous fiscal year audit report or certification from Grantee that its fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for funds provided under this Contract. TDRA shall specify the content and form of such certification.

C. TDRA shall not be liable to Grantee for any costs incurred by Grantee under this Contract until TDRA receives a properly completed Depository/Authorized Signators Form, as specified by TDRA from Grantee.

D. Grantee shall not advertise or solicit bids for construction or rehabilitation of a project assisted with funds provided under this Contract until Grantee has received the applicable prevailing wage rates from TDRA.

E. In accordance with Section 18 of this Contract, this Contract shall terminate six (6) months after the commencement date specified in Section 2 unless activities specified in Section 20 of this Contract have begun by such date.

F. TDRA shall not be obligated to release any funds for any costs incurred by Grantee under this Contract until Grantee has provided to TDRA any additional information related to the project described in Exhibit A that TDRA determines necessary to complete the application or to otherwise satisfy any TxCDBG-DRS program or Texas Disaster Recovery Grant Action Plan requirement.

G. Grantee shall ensure that any request for payment submitted to TDRA under this Contract does not include a request for funds for costs that have been reimbursed from other sources.

H. Grantee shall, to the fullest extent necessary, pursue resolution of all compliance findings, collect identified disallowed costs, submit timely bankruptcy filings, provide any required documentation, attend administrative hearings, provide court testimony, and submit documentation to the Texas Attorney General for further collection efforts and participate in the process provided under applicable HUD regulations for any actions that HUD may take to address corrective and remedial actions associated with funding provided under this Contract.

I. Grantee must take steps, as directed by TDRA, to avoid or mitigate occurrences of fraud, abuse, and mismanagement, especially with respect to the financial management of this Contract and

procurements made under this Contract. Upon the discovery of such alleged or suspected fraud, the Contractor shall immediately notify TDRA and appropriate law enforcement authorities, if necessary, of the theft of any assets provided for under this Contract, malfeasance, abuse of power or authority, kickbacks, or the embezzlement or loss of any funds under this Contract.

J. Public buildings, facilities, and centers constructed with TDRA TxCDBG-DRS assistance shall have permanent signage placed in a prominent visible public area with the wording provided below. The formatting of such signage will be at local discretion to best fit the architectural design of the facility constructed but should be legible from at least three (3) feet distance.

Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc. utilizing TDRA TxCDBG-DRS funding shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner.



Project Sign Wording:

"This project is funded by the Texas Department of Rural Affairs of the State of Texas, to provide for disaster recovery and restoration of infrastructure for communities impacted by the 2008 hurricanes. Funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

K. Pre-Agreement Costs. Notwithstanding Section 3(B)(10), Grantee shall be allowed to incur costs prior to the commencement date specified in Section 2, but not prior to July 23, 2008 for damages caused by Hurricane Dolly or September 13, 2008 for damages caused by Hurricane Ike. Such costs may only be incurred for activities described in Exhibit A, Performance Statement, provided that these activities meet the requirements of 24 CFR Part 570, Subpart I and 24 CFR Part 58.

L. Memoranda of Understanding/Interlocal Agreements. Prior to TDRA's release of funds, in any case where Grantee is acting as the representative of or on behalf of other local government entities or private service providers, Grantee and each other local government entity or private service provider being represented shall enter into a Memorandum of Understanding (MOU) or Interlocal Agreement which contains provisions defining: (1) the relationship between Grantee, the other local government entity or private service provider and TDRA; (2) the path of communication to be used between Grantee, the other local government entity or private service provider and TDRA; (3) a mechanism for resolving conflicts or disputes; (4) clear delineation of access rights being given and rights of way being shared as relate to activities specified in Exhibit A, Performance Statement; (5) the maintenance by Grantee of receipts and documentation pertinent to this Contract, including furnishing such records to TDRA as required; and (6) the manner in which projected annual operations and maintenance expenses associated with the project(s) will be handled.

M. National Flood Insurance Program Compliance. Grantee shall provide documentation to TDRA prior to release of funds which indicates that it has received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Grantee to be eligible to participate in the NFIP have been adopted.

Grantee understands and agrees that, where activities specified in Exhibit A, Performance Statement involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required. In those instances, such flood insurance must be obtained prior to contract termination and maintained as evidenced by a policy declaration form. A copy of the policy declaration form is to be provided to TDRA and kept as part of the contract documentation.

N. Project Mapping/Design Information. Grantee shall receive, from the Engineer(s) that provide design engineering services for Grantee, and maintain a copy (in written and/or digital format) of the final project record drawing(s) engineering schematics, as constructed using funds under this Contract.

O. Sewer System Improvements. Prior to TDRA's release of funds for the construction of the sewer system improvements described in Exhibit A, Performance Statement, of this Contract, Grantee shall provide certification to TDRA that plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities from the Master List of Qualified Engineering Firms, or their duly authorized representative, or Grantee's other registered professional engineer (as described in Section 4) and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in 30 Texas Administrative Code, Chapter 217. Further, prior to TDRA's release of funds for construction of sewer lines/additional service connections described in Exhibit A, Performance Statement, of this Contract, Grantee shall provide to TDRA notification of start of construction of any sewer treatment plant or other system-related improvements included in this Contract.

P. Use of Local Funds. Prior to TDRA's release of funds, Grantee shall submit to TDRA documentation (i.e., a resolution) of its local funding commitment of \$189,700 for completion of the project funded under this Contract.

Q. Street Lighting for Colonias. Grantee shall comply with 10 TAC §255.1(w) and shall allocate for the colonia(s) described in Exhibit A, Performance Statement of this Contract, not less than five percent (5%) but not more than fifteen percent (15%) of the total funds targeted for street improvement for the installation of adequate street lighting, if street lighting is absent or needed. Grantee shall issue a written determination of whether street lighting is necessary or not and shall submit that determination to TDRA prior to the preparation of the construction bid package

R. Flood Insurance.

Grantee is hereby notified and understands and agrees that the subject property is located within a floodplain and that following terms and conditions apply:

1. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Act (FEMA) as having special flood hazards, unless:

a. The community in which the area is situated is participating in the National Flood Insurance Program (see, 44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards; and

b. The community is participating in the National Flood Insurance Program, flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.

2. Where the community is participating in the National Flood Insurance Program and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, the responsible entity is responsible for assuring that flood insurance under the National Flood Insurance Program is obtained and maintained.

3. Paragraph (a) of this section does not apply to Federal formula grants made to a State. However, all HUD requirements for the 8-Step Process for projects located in a Flood Hazard area found at 24 CFR 55.20 will apply.

4. Under section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement or restoration for flood damage to any personal, residential or commercial property if:

- a. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and
- b. The person failed to obtain and maintain flood insurance.

5. Grantee understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

SECTION 23. DEBARMENT

By signing this Contract, Grantee certifies that it will not award any funds provided under this Contract to any party which is, debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. Grantee shall receive the certification provided by TIDRA from each proposed subcontractor under this Contract and its principals.

SECTION 24. POLITICAL AID AND LEGISLATIVE INFLUENCE PROHIBITED

A. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Grantee from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Grantee, the State of Texas, or the government of the United States.

SECTION 25.**INDEMNIFICATION AND LIMITATION OF LIABILITY**

To the extent allowed by law Grantee shall defend, indemnify, and hold harmless the State of Texas, its officers, and employees, and TDRA, its officers, and employees and Grantees, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys' fees and court costs, arising out of, connected with, or resulting from any acts or omissions of Grantee or any agent, employee, subcontractor, or vendor in the execution or performance of any contract with Grantee resulting from this Contract. Grantee shall coordinate its defense with the Texas Attorney General as requested by TDRA. This section is not intended to and shall not be construed to require Grantee to indemnify or hold harmless the state or TDRA for any claims or liabilities resulting from the negligent acts or omissions of TDRA or its employees.

TDRA may, in addition to other remedies available to it at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee, or may proceed against the performance and payment bonds, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

SECTION 26.**COMPLIANCE WITH CIVIL RIGHTS LAWS**

Grantee agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the requirements of the Americans with Disabilities Act of 1990. Additionally, to the extent applicable, Grantee shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (41 CFR part 3); the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5); and Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5).

Grantee agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Grantee, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

SECTION 27.**SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Contract. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

SECTION 28.

**"SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING,
EMPLOYMENT AND BUSINESS OPPORTUNITIES**

Grantee agrees to comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3) insofar as this act applies to the performance of this agreement. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. HUD-assisted projects covered by Section 3 are those defined in 24 CFR 135.3 a) (2) and (a)(3).

SECTION 29.

**CLEAN AIR ACT, CLEAN WATER ACT AND OTHER
REQUIREMENTS**

Grantee agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

SECTION 30.

ENERGY EFFICIENCY

Grantee shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat.871).

SECTION 31.

ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this Contract relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract.

B. The attachments enumerated and denominated below are hereby made a part of this Contract, and constitute promised performances by Grantee in accordance with Section 3 of this Contract:

1. Exhibit A, Performance Statement
2. Exhibit B, Budget
3. Exhibit C, Certifications
4. Exhibit D, Applicable Laws and Regulations
5. Exhibit E, Project Implementation Schedule

SECTION 32. VENUE

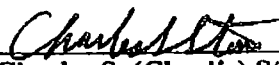
For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

THUS DONE AND SIGNED on the date(s) shown below:



Rene A. Ramirez, County Judge
County of Hidalgo

Date: 11/24/09



Charles S. (Charlie) Stone, Executive Director
Texas Department of Rural Affairs

Date: 12/8/09

EXHIBIT A

CONTRACT NO. DRS010068

PERFORMANCE STATEMENT

Hidalgo County



Grantee shall carry out the following activities in the target area identified in its 2008 Texas CDBG Disaster Recovery Supplemental Grant application to aid areas most impacted and distressed by Hurricanes Ike or Dolly. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. Grantee shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget.

As a result of Hurricane Dolly on July 23, 2008, the county sustained flooding that resulted in drainage infrastructure failure and subsequently caused the roads to fail to function as the primary means of access for the area. The failure of the drainage system and the roadways to function threatened the public health, safety, and welfare of all served by these systems due to the threat posed by flooding and unsafe conditions posed by the standing water on the roads that impeded emergency vehicle access. The county is in need of roadway improvements and drainage infrastructure improvements to remediate flooding and ensure the function of the roads.

The existing roads in Hidalgo County precinct No. 2 experienced high volumes of truck traffic involved in the recovery effort and flooding due to the storm. The storm and recovery effort caused significant street damage. The precinct is in need of roadway improvements to repair the damaged roads.

The Hidalgo County Precinct No. 1 Delta Drainage Outfall system failed to function due to high volumes of storm water. The Precinct is in need of drainage improvements to reduce flood water and improve the flow of food water to the IBWC North floodway.

The Hidalgo County Precinct No. 4 drainage system failed to function due to high volumes of storm water. The Precinct is in need of drainage improvements to area ditches and storm sewers to reduce flooding to homes and businesses.

Street Improvements-4

Precinct No.2

Grantee shall rework approximately forty four thousand three hundred twenty-three square yards (44,323 s.y.) of existing material, install forty four thousand three hundred twenty-three square yards (44,323 s.y.) of six-inch (6in.) stabilized base material, lay approximately three thousand four hundred seventy-three tons (3,473 ton) of hot mix asphalt pavement, apply twelve thousand one hundred eighty-eight gallons (12,188 Gal.) of seal coat (asphalt), apply three thousand forty-

seven cubic yards (3,047 c.y.) of seal coat (aggregate), and other related appurtenances. The repairs will improve transportation and ensure the function of the road. Construction shall take place at the following locations:

STREET	FROM	TO
Moore ~~Road~~	Nebraska Avenue	Border Road
Cesar Chavez Road	Sioux Road	Minnesota Road
Eldora Road	Fern Street	Border Road
Minnesota Road	Jenica Circle	Border Road

These activities shall benefit twenty thousand two hundred ninety-six (20,296) persons, of which fourteen thousand eight hundred four (14,804) or seventy-two percent (72%) are of low to moderate income.

Flood and Drainage Improvements-5

Precinct-1

Grantee shall excavate approximately thirteen thousand five hundred cubic yards (13,500 c.y.) of channel, construct three hundred twenty linear feet (320 l.f.) of ten foot (10 ft.) by ten foot (10 ft.) box culverts, provide four thousand cubic yards (4,000 c.y.) of hydro-mulch for erosion control, place one thousand eighty five cubic yards (1,085 c.y.) of concrete rip rap, construct two (2) gatewell structures with sluice gate controls and other related appurtenances. Construction shall take place at the Hidalgo County Precinct 1 Delta Area Drainage Outfall System extending from Mile 19 North for the northern boundary, State HWY 107 for the southern boundary, east of FM 493 for the western boundary, and IBWC North Floodway for the eastern boundary. These proposed improvements will increase the capacity of the storm sewer systems and reduce flooding.

These activities shall benefit eighteen thousand six hundred ninety (18,690) persons, of which thirteen thousand three hundred twenty-five (13,325) or seventy-one percent (71%) are of low to moderate income.

Precinct-4

Grantee shall purchase and install approximately fifteen thousand two hundred seventy-two linear feet (15,272 l.f.) of reinforced concrete pipe of various sizes including eighteen inch (18 in.), twenty-four inch (24 in.), thirty inch (30 in.), thirty-six inch (36 in.), forty-two inch (42 in.), and forty-eight inch (48 in.) reinforced concrete pipe; install forty-five (45) type "CC" inlets; install twenty one (21) storm manholes; restore three thousand six hundred twenty-five square yards (3,625 s.y.) of pavement, restore two hundred seventy-nine (279) driveways; re-grade six thousand two hundred linear feet (6,200 l.f.) of roadside ditch; excavate one hundred twelve thousand nine hundred sixty-three cubic yards (112,963 c.y.) of drainage ditches; re-grade seven thousand seven hundred fifty linear feet (7,750 l.f.) of drainage ditches, repair any miscellaneous pavement and backfill and related appurtenances. These proposed improvements will increase the capacity of the storm sewer systems and reduce flooding.

Construction shall take place at the following locations:

HOEHN DRIVE SUBDIVISION

STREET	FROM	TO
Russett Street	Ebony Avenue	Hoehn Drive
Crimson Street	Ebony Avenue	Hoehn Drive
Indigo Street	Ebony Avenue	Hoehn Drive
Lavender Street	Ebony Avenue	Hoehn Drive
Ivory Street	Ebony Avenue	Hoehn Drive
Ebony Street	Ivory Street	Russett Drive
Peach Street	Ivory Street	Monte Cristo Street
Lilac Street	Ivory Street	Russett Street

DAMIAN ACRES PHASE 1 & 2 AREA

STREET	FROM	TO
Nuiguy Drive	Alberta Road	Labrador Lane
Labrador Lane	Alberta Road	Buck Drive
Fox Lane	Alberta Road	Buck Drive
Tillmin Drive	Alberta Road	Buck Drive
Buck Drive	Cesar Chavez Road	Tillmin Drive

ALAMO BRISAS SUBDIVISION

STREET	FROM	TO
Alamo Road	Rogers Road	Mile 17 ½ Road
La Paz	Rogers Road	Barcelona Street
Santiago Street	Rogers Road	Barcelona Street
Barcelona Street	Alamo Road	Santiago Street

TOWER HEIGHTS SUBDIVISION

STREET	FROM	TO
Grove Avenue	Mile 17 ½ Road	Orchard Avenue
	Orchard Avenue	Tower Road

BANDERA ESTATES SUBDIVISION

	FROM	TO
-	Bandera Lane	Tower Road
-	Grove Avenue	Orchard Avenue

FOUR QUEENS SUBDIVISION

	FROM	TO
-	Queen Drive	Tower Road

DIANA ESTATES SUBDIVISION

	FROM	TO
-	Diana Drive	Tower Road

OWASSA ACRES SUBDIVISION

	FROM	TO
-	Owassa Road	Roman Circle

OWASSA ROAD BETWEEN ALAMO ROAD AND CEASAR CHAVEZ AREA

STREET	FROM	TO
All streets in Owassa Estates	-	-
Avocado Park-King Street	Alamo Road	Prince Street
Queen Street	Alamo Road	Prince Street

LOS TINACOS SUBDIVISION

	FROM	TO
-	Cenizo Street	Owassa Road
-	El Sauz Street	Owassa Road

KAYLEN HEIGHTS SUBDIVISION

	FROM	TO
-	Nicole Drive	Alberta Road
-	Michelle Drive	Intersection of Nicole Drive

SOUTH SAN CARLOS SUBDIVISION

STREET	FROM	TO
Hendrix Circle	S.H. 107	Tex-Mex Road
S. 4 th Avenue	S.H. 107	Tex-Mex Road
S. 5 th Street	S.H. 107	Tex-Mex Road
Holmes Avenue	N. 3 rd Street	S. 4 th Avenue

RUTHIVEN SUBDIVISION No. 2

STREET	FROM	TO
N. 3 rd Street	Tex-Mex Road	S.H. 107

COLONIA TEJANA SUBDIVISION

STREET	FROM	TO
S. 6 th Street	S.H. 107	Tex-Mex Road
S. 6 th Street	S. 5 th Street	Tex-Mex Road

PORSALDO SUBDIVISION

STREET	FROM	TO
Tex-Mex Road	S. 6 th Street	Villarreal

NORTH ALAMO TERRACE SUBDIVISION

STREET	FROM	TO
Beaumont Avenue	Alamo Road	Dallas Avenue
Austin Avenue	Alamo Road	Dallas Avenue
Dallas Avenue	Beaumont Avenue	Austin Avenue
Chicago Avenue	Beaumont Avenue	Austin Avenue

SAN MARCOS ACRES No. 3 SUBDIVISION

-	FROM	TO
-	San Marcos Avenue	Alamo Road

ALAMO ESTATES UNIT 1 & 2 SUBDIVISION

STREET	FROM	TO
Leigh Ann Drive	Alamo Road	Alanoz Avenue

HOPEWELL GARDENS SUBDIVISION

STREET	FROM	TO
-	Hudson Street	Alamo Road
Pioneer Street	Hudson Street	Anchor Street
Eclipse Street	Hudson Street	Anchor Street

DAN BURNS ESTATES AREA

STREET	FROM	TO
Leigh Ann Drive	Alamo Road	Alanoz Avenue

These activities shall benefit seventeen thousand seven hundred fifty-five (17,755) persons, of which twelve thousand four hundred ninety-five (12,495) or seventy percent (70%) are of low to moderate income.

Acquisition-24

Grantee shall acquire an approximately twenty (20) Acre tract of land in the county of Hidalgo for the drainage easement. Grantee shall carry out all acquisition of needed real property, easements, and/or rights-of-way in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*) and HUD implementing regulations (24 CFR Part 42).

Engineering-30

Grantee shall ensure that the amount of TDRA funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in Exhibit B, Budget.

Planning / Project Delivery-33

Grantee shall ensure that the amount of TDRA funds expended for all eligible project-related "planning / project delivery" administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for Planning / Project Delivery in Exhibit B, Budget.

EXHIBIT B**CONTRACT NO. DRS010068****BUDGET****Hidalgo County**

<u>LINE</u>	<u>CATEGORIES</u>	<u>CONTRACT</u> <u>FUNDS</u>	<u>OTHER</u> <u>FUNDS</u>	<u>TOTAL</u>
1a.	Water Facilities	\$	\$	\$
1b.	Sewer Facilities	\$	\$	\$
2.	Solid Waste Disposal Facilities	\$	\$	\$
3.	Other Public Utilities (Gas)	\$	\$	\$
4.	Street Improvements	\$ 1,072,964	\$ -0-	\$ 1,072,964
5.	Flood and Drainage Facilities	\$ 3,041,676	\$ -0-	\$ 3,041,676
5a.	Flood and Drainage – Debris Removal	\$	\$	\$
6.	Neighborhood Facilities/ Community Centers	\$	\$	\$
7.	Senior Centers	\$	\$	\$
8.	Centers for the Handicapped/ Sheltered Workshops	\$	\$	\$
9.	Parks, Playgrounds, and Other Recreational Facilities	\$	\$	\$
10.	Fire Protections Facilities and Equipment	\$	\$	\$
11.	Parking Facilities	\$	\$	\$
12.	Pedestrian Malls and Walkways	\$	\$	\$
13.	Specially Authorized Assistance to Privately Owned Utilities	\$	\$	\$
14.	Specially Authorized Public Facilities and Improvements	\$	\$	\$
15.	Public Services (LIMITED TO 15% OF REQUEST)	\$	\$	\$
16.	Interim Assistance	\$	\$	\$

<u>LINE</u>	<u>CATEGORIES</u>	<u>CONTRACT FUNDS</u>	<u>OTHER FUNDS</u>	<u>TOTAL</u>
17.	Rehabilitation of Private Properties (Housing)	\$	\$	\$
17a.	Rehabilitation of Private Properties (Water Service)	\$	\$	\$
17b.	Rehabilitation of Private Properties (Sewer Service)	\$	\$	\$
17c.	Rehabilitation – Housing Reconstruction	\$	\$	\$
17d.	Rehabilitation – Emergency Repairs	\$	\$	\$
18.	Rehabilitation of Public Residential Structures	\$	\$	\$
19.	Public Housing Modernization	\$	\$	\$
19a.	Homeownership Assistance	\$	\$	\$
19b.	Affordable New Housing	\$	\$	\$
20.	Clearance Demolition Activities	\$	\$	\$
21.	Historic Preservation	\$	\$	\$
22.	Removal of Architectural Barriers	\$	\$	\$
23.	Code Enforcement	\$	\$	\$
24.	Acquisition	\$ 420,349	\$ -0-	\$ 420,349
25.	Relocation Payments & Assistance	\$	\$	\$
26.	Economic Development Loan	\$	\$	\$
27.	Economic Devel. Interest Subsidy	\$	\$	\$
28.	Economic Devel. Loan Guarantee	\$	\$	\$
29.	Special Activities by Local Devel Corporations, Etc.	\$	\$	\$
30.	Engineering/Architectural Serv. (Total for all construction accounts)	\$ 207,511	\$ 189,700 ¹	\$ 397,211
31.	Planning Study (NOT TO EXCEED 16%)	\$	\$	\$
31a.	COG Planning	\$	\$	\$

<u>LINE</u>	<u>CATEGORIES</u>	<u>CONTRACT FUNDS</u>	<u>OTHER FUNDS</u>	<u>TOTAL</u>
32.	General Administration	\$	\$	\$
32a.	COG Administration	\$	\$	\$
33.	Planning / Project Delivery	\$ 257,500	\$ -0-	\$ 257,500
	TOTALS	\$ 5,000,000	\$ 189,700	\$ 5,189,700

¹County of Hidalgo match total of \$189,700

EXHIBIT C

CERTIFICATIONS

WITH RESPECT TO THE EXPENDITURE OF FUNDS PROVIDED UNDER THIS CONTRACT, THE COUNTY OF HIDALGO, CERTIFIES THAT;

(1) IT WILL MINIMIZE DISPLACEMENT OF PERSONS AS A RESULT OF ACTIVITIES ASSISTED WITH SUCH FUNDS;

(2) THE PROGRAM WILL BE CONDUCTED AND ADMINISTERED IN CONFORMITY WITH THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. SEC. 2000A ET SEQ.) AND THE FAIR HOUSING ACT (42 U.S.C. 3901 ET SEQ.), AND THAT IT WILL AFFIRMATIVELY FURTHER FAIR HOUSING, AS SPECIFIED BY TDRA;

(3) IT WILL PROVIDE FOR OPPORTUNITIES FOR CITIZEN PARTICIPATION, HEARINGS AND ACCESS TO INFORMATION WITH RESPECT TO ITS COMMUNITY DEVELOPMENT PROGRAMS, AS SPECIFIED BY TDRA;

(4) IT WILL NOT ATTEMPT TO RECOVER ANY CAPITAL COSTS OF PUBLIC IMPROVEMENTS ASSISTED IN WHOLE OR IN PART WITH SUCH FUNDS BY ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF LOW AND MODERATE INCOME, INCLUDING ANY FEE CHARGED OR ASSESSMENT MADE AS A CONDITION OF OBTAINING ACCESS TO SUCH PUBLIC IMPROVEMENTS UNLESS (A) SUCH FUNDS ARE USED TO PAY THE PROPORTION OF SUCH FEE OR ASSESSMENT THAT RELATED TO THE CAPITAL COSTS OF SUCH PUBLIC IMPROVEMENTS THAT ARE FINANCED FROM REVENUE SOURCES OTHER THAN SUCH FUNDS; OR (B) FOR PURPOSES OF ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF MODERATE INCOME, GRANTEE CERTIFIES THAT IT LACKS SUFFICIENT FUNDS UNDER THIS CONTRACT TO COMPLY WITH THE REQUIREMENTS OF CLAUSE (A).

(5) IN THE EVENT THAT DISPLACEMENT OF RESIDENTIAL DWELLINGS WILL OCCUR IN CONNECTION WITH A PROJECT ASSISTED WITH TxCDBG FUNDS, IT WILL FOLLOW A RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN, AS SPECIFIED BY TDRA.

(6) IT SHALL ADOPT AND ENFORCE A POLICY PROHIBITING THE USE OF EXCESSIVE FORCE BY LAW ENFORCEMENT AGENCIES WITHIN ITS JURISDICTION AGAINST ANY INDIVIDUAL ENGAGED IN NONVIOLENT CIVIL RIGHTS DEMONSTRATIONS AND A POLICY OF ENFORCING APPLICABLE STATE AND LOCAL LAWS AGAINST PHYSICALLY BARRING ENTRANCE TO OR EXIT FROM A FACILITY OR LOCATION WHICH IS THE SUBJECT OF SUCH NONVIOLENT CIVIL RIGHTS DEMONSTRATION WITHIN ITS JURISDICTION.

**CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

COUNTY OF HIDALGO

CERTIFIES, TO THE BEST OF ITS KNOWLEDGE AND BELIEF, THAT:

(1) NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF AN AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDED 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 - I.L.L., "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 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.

EXHIBIT D

THE APPLICABLE LAWS AND REGULATIONS

Grantee shall comply with the Act and Regulations specified in Section 3 of this Contract and with the OMB Circular and federal regulations specified in Sections 6 and 7 of this Contract; Cash Management Improvement Act regulations (31 CFR Part 205); and with all other federal, state, and local laws and regulations applicable to the activities and performances rendered by Grantee under this Contract including but not limited to the laws, and the regulations promulgated thereunder specified in Section I through VII of this Exhibit D.

I. CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d *et seq.*); 24 CFR Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. 3601 *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063". The failure or refusal of Grantee to comply with the requirements of Executive Order 11063 or 24 CFR Part 107 shall be a proper basis for the imposition of sanctions specified in 24 CFR 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*);

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 CFR Part 8. By signing this Contract, Grantee understands and agrees that the activities funded shall be operated in accordance with 24 CFR Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

II. LABOR STANDARDS

The Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5);

The Contract Work Hours & Safety Standards Act (40 U.S.C. 327 *et seq.*);

The Copeland "Anti-Kickback" Act (18 U.S.C. 874).

III. EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u).

IV. LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and the procedures established by TDRA thereunder.

V. ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities, 24 CFR Part 58, as amended.

In accordance with the provisions of law cited in §58.1(b), the responsible entity must assume the environmental responsibilities for projects under programs cited in §58.1(b), and in doing so must comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 CFR parts 1500 through 1508. This includes responsibility for compliance with the applicable provisions and requirements of the Federal laws and authorities specified in §58.5 [below]. The responsible entity must certify that it has complied with the requirements that would apply to HUD under these laws and authorities and must consider the criteria, standards, policies and regulations of these laws and authorities.

(a) Historic Properties

- (1) The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects.
- (2) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 CFR 1971-1975 Comp., p. 559, particularly section 2(c).
- (3) Federal historic preservation regulations as follows:
36 CFR part 800 with respect to HUD programs
- (4) The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1).

(b) Floodplain management and wetland protection

- (1) Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 CFR part 55, particularly section 2(a) of the order (For an explanation of the relationship between the decision-making process in 24 CFR part 55 and this part, see §55.10 of this subtitle A.)
- (2) Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 CFR, 1977 Comp., p. 121 particularly sections 2 and 5.

(c) Coastal Zone Management

- (1) The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d)).

(d) Sole source aquifers

- (1) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e)).
- (2) Sole Source Aquifers (Environmental Protection Agency-40 CFR part 149.)

(e) Endangered species

(1) The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536)

(f) Wild and scenic rivers

(1) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

(g) Air quality

(1) The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d)).

(2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 CFR parts 6, 51, and 93).

(h) Farmland protection

(1) Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202).

(2) Farmland Protection Policy (Department of Agriculture-7 CFR part 658).

(i) HUD environmental standards

(1) Applicable criteria and standards specified in HUD environmental regulations (24 CFR part 51)(other than the runway clear zone and clear zone notification requirement in 24 CFR 51.303(a)(3))

(2) HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

(j) Environmental justice

(1) Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

(k) Other requirements

See 24 CFR Part 58.6.

VI. ACQUISITION/RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*), 24 CFR Part 42, and 24 CFR Section 570.606.

VII. FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

EXHIBIT E

PROJECT IMPLEMENTATION SCHEDULE

County of Hidalgo

Precinct No. 1 Flood and Drainage Improvements

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
Engineering Activities																									
Complete Design Survey																									
Complete Preliminary Engineering																									
Coordination with Affected Agencies																									
Complete Plans and Specs																									
Bid and Award Construction Contract																									
Construction Complete																									

AI-21085**22.B.****TxDOT EDC Application
CC REGULAR**

Date: 05/11/2010
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Submitted For: Precinct No.2
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information**CAPTION**

Discussion, consideration and approval to submit an Economically Disadvantaged Counties Program (EDCP) Affidavit and Information sheets for consideration of local participation reduction for the FY2010 Bridge Replacement project for the replacement of bridge and rehabilitation of 150' of bridge approaches for the South Floodway Channel (CR 653 - Las Milpas Road).

BACKGROUND

EDC application for CSJ (0921-02-252) STR# AA06-53-001 @ South Floodway Channel to .40 miles East of FM 907

Fiscal Impact

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

BUDGETARY IMPACT:

No Fiscal Impact at this time - Application Only.

Attachments

Link: [backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	05/07/2010 01:47 PM	APRV
2	Purchasing Department	Angela Garcia	05/07/2010 03:27 PM	APRV
3	Budget & Management	Erika Zamora	05/07/2010 03:39 PM	APRV
4	Manuel Chapa	Manuel Chapa	05/07/2010 04:47 PM	APRV
5	Budget & Management	Erika Zamora	05/07/2010 04:49 PM	APRV
6	Perla Lopez	Perla Lopez	05/07/2010 04:51 PM	APRV
7	Auditor's Office	Angela Garcia	05/07/2010 05:16 PM	APRV

Form Started By: Rolando Garcia

Started On: 05/05/2010 10:48 AM

Final Approval Date: 05/07/2010



Texas Department of Transportation

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

April 23, 2010

RECEIVED

APR 30 2010

COUNTY JUDGE

Honorable Rene Ramirez
County Judge, Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

**RE: EDC application for CSJ (0921-02-252) Str# AA06-53-001 @ South Floodway
Channel to .40 Miles East of FM 907**

Dear Judge Ramirez:

Attached for your review and consideration is a partially completed EDC application and Affidavit for the subject bridge project. If the County is interested in pursuing this bridge replacement project and would like to apply for the Economically Disadvantaged County Program (EDC), please verify the attached information, complete the affidavit and return to us by May 7, 2010.

Should you have any questions or need additional information please contact Jody Ellington, Director of Transportation Planning and Development or myself at (956) 702-6100. As always, we look forward to working with you toward the implementation of this project.

Sincerely,



Mario R. Jorge, P.E.
District Engineer

MRJ/js
attachment (3)
Rex Costley, PE.
Hector Gonzalez, P.E., Pharr Area Engineer
File

THE TEXAS PLAN

REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

An Equal Opportunity Employer

FY 2010 ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY Hidalgo

APPLICANT County of Hidalgo

District Contact Information

Name: Robin Boone, P.E.

Telephone: (956) 702-6130

If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or ☒ NO

If the applicant is a CITY within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? (Circle as appropriate) YES or NO

2 Population (2007 Census)? _____

PROJECT INFORMATION

UTP PRIORITY STATUS:	Construction
CSJ:	0921-02-252
ESTIMATED LETTING DATE	Feb, 2014

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits from and to

CR 653 (Las Milpas Road) over South Floodway Channel

PROJECT SCOPE- Give type of work

Replace Bridge and rehabilitate 150' of Bridge Approaches

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed

Hidalgo County is marked with chronically high unemployment & poverty rates, the highest in the state of Texas. Meeting the basic needs of the County along with addressing the infrastructure demands place a heavy burden on the County budget. We therefore are requesting a reduction in the required 10% match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

Total Adjustment - 88

1. Project Component	2. Est. Total Cost (\$)	3. Local Participation (%)	4. Est. Required Local Match (\$)	5. Local Participation After Adjustment (\$)
Preliminary Engineering	\$62,400.00	10%	\$6,240.00	\$748.80
Construction	\$480,000.00	10%	\$48,000.00	\$5,760.00
Right of Way			\$0.00	\$0.00
Construction Engineering	\$69,600.00	10%	\$6,960.00	\$835.20
TOTAL	\$612,000.00		\$61,200.00	\$7,344.00

Approved by _____ Date _____

AFFIDAVIT

The State of Texas,

County of _____

Before me, _____, a notary public in and for the State of Texas, on this day personally appeared _____, who being by me duly sworn, upon oath says:

I, _____, representing the city/county of _____, having been duly elected on _____ and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

Signature

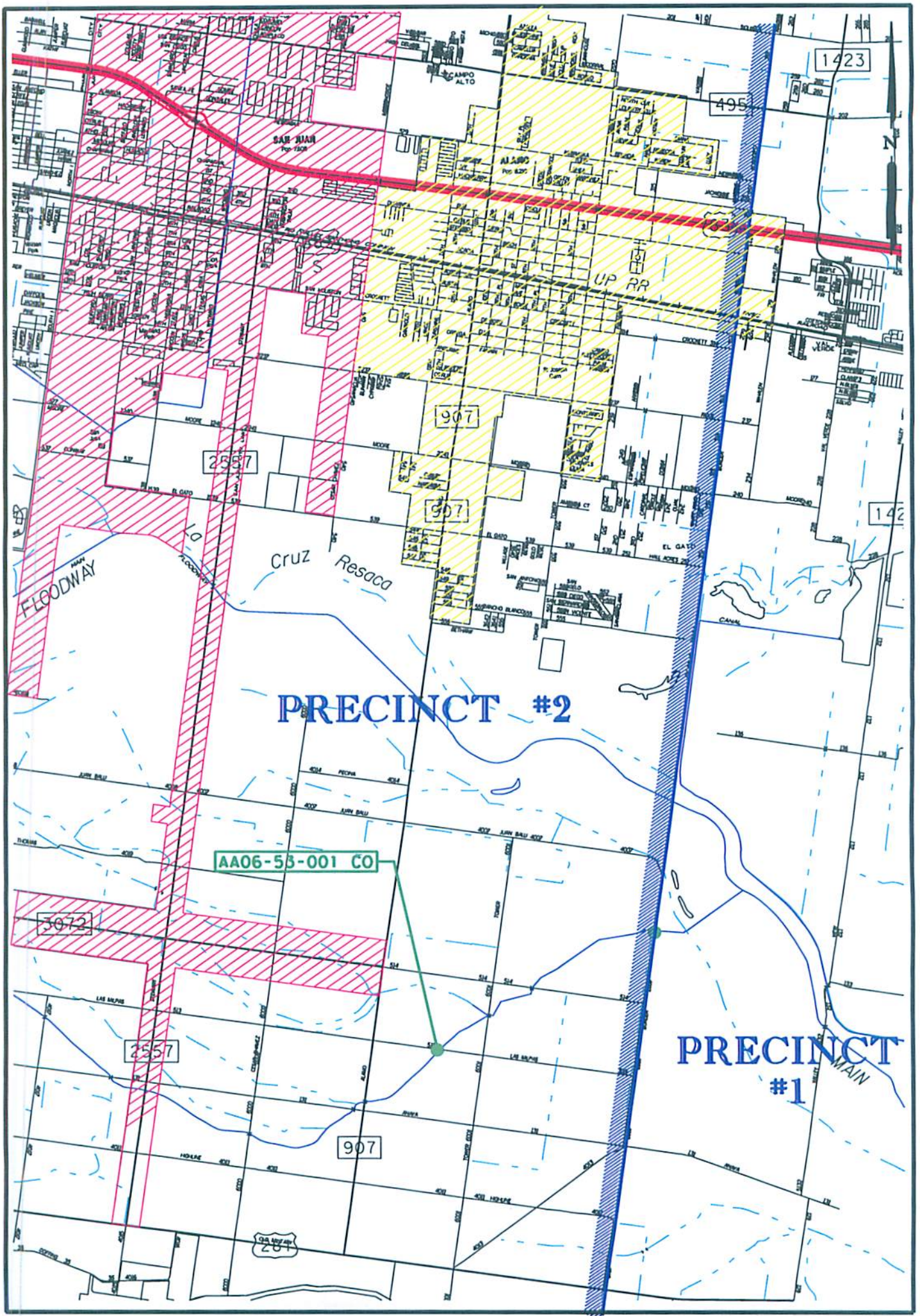
Date

Subscribed and sworn to before me, by the said _____, this _____ day of _____, _____, to certify which witness my hand and seal of office.

My commission expires _____, _____.

Official Signature

Printed or stamped name of Notary



AI-21125

22.C.

Hurricane Dolly Status Update
CC REGULAR

Date: 05/11/2010
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

1. Presentation for discussion concerning the pending GDEM / FEMA reimbursements as related to the Hurricane Dolly disaster.
2. Presentation for discussion concerning the pending amounts receivable from various cities as related to the Hurricane Dolly disaster.
3. Update on projected General Fund - Unreserved Fund Balance for Year Ending December 31, 2010.

BACKGROUND

Fiscal Impact

Attachments

Link: Dolly Report 05-11-10

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/07/2010 03:27 PM	APRV
2	Budget & Management	Erika Zamora	05/07/2010 03:44 PM	APRV
3	Budget & Management	Erika Zamora	05/07/2010 03:44 PM	APRV
4	Auditor's Office		05/07/2010 05:16 PM	NEW

Form Started By: Dale Kennan
Started On: 05/07/2010 10:13 AM
Final Approval Date: 05/07/2010

Hidalgo County - Department of Budget & Management
Hurricane Dolly Reimbursement Analysis

County Costs

Cat.	Category Description	Project Amount	Federal Share	Local Share	Received	Pending Reim.
A	Debris Removal	\$ 9,976,580.91	\$ 7,482,435.69	\$ 2,494,145.22	\$ 7,482,435.69	\$ -
B	Protective Measures	287,307.09	215,480.34	71,826.75	215,480.34	-
C	Roads & Bridges	1,270,773.05	953,079.87	317,693.18	953,079.87	-
E	Buildings & Equipment	32,444.27	24,333.25	8,111.02	19,195.74	5,137.51
Totals per GDEM		11,567,105.32	8,675,329.15	2,891,776.17	8,670,191.64	5,137.51
A	Debris Removal	813,069.05	609,801.79	203,267.26	-	609,801.79 #
A	Debris Removal	256,133.51	192,100.13	64,033.38	-	192,100.13 #
B	Protective Measures	2,155,503.99	1,616,627.99	538,876.00	-	1,616,627.99 #
Additional Totals		3,224,706.55	2,418,529.91	806,176.64	-	2,418,529.91
Hidalgo County Grand Totals		\$ 14,791,811.87	\$ 11,093,859.06	\$ 3,697,952.81	\$ 8,670,191.64	\$ 2,423,667.42
# Pending Additions yet to be reflected on GDEM Report						

County Costs Attributable to Various Cities

	City	Project Amount	Federal Share	Local Share	Received	Pending Reim.
1	Alton	\$ 374,983.15	\$ 299,986.52	\$ 74,996.63	\$ -	\$ 74,996.63
2	Donna	794,006.80	635,205.44	158,801.36	-	158,801.36
3	Edcouch	338,497.60	270,798.08	67,699.52	-	67,699.52
4	Elsa	414,731.20	331,784.96	82,946.24	-	82,946.24
5	Granjeno	9,899.55	7,919.64	1,979.91	-	1,979.91
6	Progreso Lakes	6,555.75	5,244.60	1,311.15	1,311.15	-
7	La Joya	28,407.60	22,726.08	5,681.52	-	5,681.52
8	La Villa	145,817.70	116,654.16	29,163.54	-	29,163.54
9	Mercedes	787,843.35	630,274.68	157,568.67	-	157,568.67
10	Mission	1,030,759.80	824,607.84	206,151.96	-	206,151.96
11	Palmhurst	40,187.70	32,150.16	8,037.54	8,037.54	-
12	Palmview	144,082.85	115,266.28	28,816.57	-	28,816.57
13	Penitas	162,661.80	130,129.44	32,532.36	-	32,532.36
14	Pharr	493,414.05	394,731.24	98,682.81	98,682.81	-
15	Progreso	243,654.70	194,923.76	48,730.94	-	48,730.94
16	San Juan	725,532.45	580,425.96	145,106.49	145,106.49	-
17	Sullivan	106,317.40	85,053.92	21,263.48	-	21,263.48
Cities Total Cost Share		\$ 5,847,353.45	\$ 4,677,882.76	\$ 1,169,470.69	\$ 253,137.99	\$ 916,332.70

Reimbursement Grand Total

\$ 3,340,000.12

AI-21092

22.D.1.

**Unappropriation of funds- (Purchasing BCAP)
CC REGULAR**

Date: 05/11/2010

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Submitted For: BCAP

Department: BUDGET &
MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

Purchasing - BCAP (1200):

Approval of 2010 unappropriation of funds for Purchasing BCAP (Fund 1200) in the total amount of \$52,097.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: SEE ATTACH

FUNDS AVAILABLE Y/N?: N/A

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Unappropriation of funds in the total amount of \$52,097.00. No budgetary impact.

Attachments

Link: [exp report](#)

Link: [Unappropriation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/06/2010 01:11 PM	APRV
2	Budget & Management	Erika Zamora	05/06/2010 01:53 PM	APRV
3	Erika Zamora	Erika Zamora	05/07/2010 02:28 PM	APRV
4	Budget & Management	Erika Zamora	05/07/2010 02:44 PM	APRV
5	Auditor's Office		05/07/2010 05:16 PM	NEW
Form Started By: Rosie Cantu			Started On: 05/05/2010 02:32 PM	
Final Approval Date: 05/07/2010				

Run Date 05/05/10 02:45 PM

Hidalgo County

Page No 1

For 01/01/10 - 01/31/11

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>
0-1200-415-18-160-003-0-113 PURCHASING-REG F/T EMPLOYEES	41,950.00	.00	.00	.00	41,950.00	.00
0-1200-415-18-160-003-0-211 PURCHASING-HEALTH INSURANCE	2,707.00	.00	.00	.00	2,707.00	.00
0-1200-415-18-160-003-0-212 PURCHASING-LIFE INSURANCE	27.00	.00	.00	.00	27.00	.00
0-1200-415-18-160-003-0-220 PURCHASING-FICA	3,209.00	.00	.00	.00	3,209.00	.00
0-1200-415-18-160-003-0-230 PURCHASING-RETIREMENT	3,994.00	.00	.00	.00	3,994.00	.00
0-1200-415-18-160-003-0-250 PURCHASING-UNEMPLOYMENT COMP	210.00	.00	.00	.00	210.00	.00
003	52,097.00	.00	.00	.00	52,097.00	.00

AI-21128

22.D.2.

Precinct #4 - Appropriation (1204)

CC REGULAR

Date: 05/11/2010
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: Precinct #4

Information

CAPTION

Pct. #4 R&B (1204):

Approval of 2010 appropriation of funds for Precinct No. 4 Paved and Unpaved Road in the total amount of \$115,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1204-431-00-124-007-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

2010 appropriation of funds in the amount of \$115,000.00. Funds available for appropriation as of 5/7/10 \$128,545.53.

Object	Appropriation
Code	Amount
626	75,000.00
731	<u>40,000.00</u>
Total	115,000.00

Attachments

Link: BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/07/2010 11:11 AM	APRV
2	Budget & Management	Erika Zamora	05/07/2010 11:15 AM	APRV
3	Manuel Chapa	Manuel Chapa	05/07/2010 04:46 PM	APRV
4	Budget & Management	Erika Zamora	05/07/2010 04:49 PM	APRV
5	Manuel Chapa	Manuel Chapa	05/07/2010 05:09 PM	APRV
6	Auditor's Office		05/07/2010 05:16 PM	NEW

Form Started By: Jr. Munoz

Started On: 05/07/2010 10:48 AM

Final Approval Date: 05/07/2010

AI-21097

23.B.1.

**Pct 4-Professional Services Agreement-"Review of Appraisal Services"-
North "I" Road Project" & "San Carlos Dr Imprmnt Project"
CC REGULAR**

Date: 05/11/2010
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

- a. Requesting approval of a professional services agreement with HARVEY L. HEERSSEN d/b/a HLH APPRAISAL SERVICES for the purposes of "Review of Appraisal Services" (with TxDOTROWIS A-10) for the (North "I" Road Project) "on an as needed basis" for Hidalgo County Precinct No. 4 and (as selected for negotiations through County's protocol from the "POOL" of Appraisers by C.C. on 04/06/10).
- b. Requesting approval of a professional services agreement with HARVEY L. HEERSSEN d/b/a HLH APPRAISAL SERVICES for the purposes of "Review of Appraisal Services" (with TxDOTROWIS A-10) for the (San Carlos Drainage Improvements Project) "on an as needed basis" for Hidalgo County Precinct No. 4 and (as selected for negotiations through County's protocol from the "POOL" of Appraisers by C.C. on 04/20/10).

BACKGROUND

Contract Document #C-10-162-05-11-HLH Appraisal Services-(North "I" Road Project)
Contract Document #C-10-180-05-11-HLH Appraisal Services-(San Carlos Drainage Improvements Project)

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1315-431-00-124-023-0-731
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding pending approval of interfund transfer AI# 21141 5-11-10.

FISCAL YEAR: 2010 **ACCT. #:** 0-1288-463-00-250-006-1-719
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding pending approval of appropriation AI# 21053. CDBG Disaster Recovery - TDRA Urban County.

Attachments

Link: [Contract #C-10-162-05-11-HLH Appraisal Services-\(North "I" Rd Project\)-Pct 4](#)

Link: [Contract#C-10-180-05-11-HLH Appraisal Services \(San Carlos Drainage Improvement Project\)-Pct 4](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/06/2010 01:14 PM	APRV
2	Budget & Management	Erika Zamora	05/06/2010 01:58 PM	APRV
3	Manuel Chapa	Manuel Chapa	05/07/2010 04:13 PM	APRV
4	Auditor's Office		05/07/2010 05:16 PM	NEW

Form Started By: Letty Saenz

Started On: 05/05/2010 04:06 PM

Final Approval Date: 05/07/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-10-162-05-11

THIS AGREEMENT is made effective the 11th day of **May, 2010**, by and between the **County of Hidalgo, Texas** ("County") and **HARVEY L. HEERSSEN d/b/a HLH APPRAISAL SERVICES** ("Appraiser").

W I T N E S S E T H:

WHEREAS, the County requires review of appraisal services for: **"REVIEW OF APPRAISAL SERVICES (with TxDOTROWIS A-10 Forms)** for the **"NORTH "I" ROAD PROJECT"** (on an as needed basis) located within **HIDALGO COUNTY PRECINCT No. 4**; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services", and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ) and

WHEREAS, County has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional right-of-way appraiser to assist the County by providing review of appraisal services; and

WHEREAS, County has selected the Appraiser to provide the review appraisal services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. **Scope of Services.** Appraiser agrees to provide to County ***“Review of Appraisal Services (with TxDOTROWIS A-10 Forms)*** for the ***“NORTH “I” ROAD PROJECT” (on an as needed basis)*** located within **Hidalgo County Precinct No. 4** as shown in Exhibit “A” attached hereto and entitled “Services to be Provided by the Appraiser.” ***In the event the Appraiser does not provide the “Review of Appraisal Services” prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and “Review of Appraisal Services” is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the “Review of Appraisal Services” ordered, Appraiser must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. **Non-Exclusive Services of Appraiser.** Hidalgo County reserves the right to request these services from other sources other than the Appraiser and shall not be in violation of any terms or conditions of this Agreement.

3. **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 Appraiser will not begin work or incur costs until authorized in writing by the County for each purchase order.

4. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each purchase order. 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. Appraiser 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 Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of a purchase order, the Appraiser shall undertake and complete the authorized work. The County or the Appraiser can request conferences to be provided at the Appraiser's office, the office of the County, or at other agreed upon locations.

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 Appraiser, or a subcontractor, the Appraiser 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 Appraiser 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 Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Appraiser, the County will reimburse the Appraiser 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 Appraiser 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 Appraiser or furnished to the Appraiser 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 Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. Independent Contractor. Appraiser 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 Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser 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. Appraiser 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. County 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. Appraiser 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 "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of 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. 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.

16. 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 Appraiser, and not otherwise.

17. 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.

18. Hold Harmless. In the event Appraiser 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, Appraiser 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 Appraiser'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.

19. 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.

20. 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, 2nd Floor
Edinburg, Texas 78539

If to Appraiser: Harvey L. Heerssen d/b/a
HLH APPRAISAL SERVICES
6107 Aberton Forest Drive
Houston, Texas 77084

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.

21. 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.

22. 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.

23. 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

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

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON _____, 2010.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO, TEXAS

By: _____
Rene A. Ramirez, County Judge

**APPRAISER: Harvey L. Heerssen d/b/a
HLH APPRAISAL SERVICES**

By: _____

Printed Name: Harvey L. Heerssen

Title: Owner

ATTEST:

Arturo Guajardo, Jr., County Clerk

EXHIBIT “A-1”
REQUEST FOR QUALIFICATIONS
(RFQ) PROCUREMENT PACKET



PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Real Estate Appraisers -Pool"

RFQ No: 2010-012-01-13-otm

1. Request for Qualifications Letter, consisting of 1 page.
2. Request for Qualifications, Legal Notice, consisting of 7 pages.
** (Page 8 must be submitted with response)
3. Exhibit "A", Requirements, consisting of 7 pages.
4. Exhibit "B", Evaluation Criteria, consisting of 3 pages.
** (Must be submitted with response)
5. Exhibit "C", Insurance Requirements, consisting of 4 pages.
** (Must be submitted with response)
6. Exhibit "D", CIQ Conflict of Interest Questionnaire, consisting of 1 page.
** (Copy of receipt and this form must be submitted with response.)
7. Exhibit "E", Proposer's Affidavit, consisting of 1 page.
** (Must be submitted with response)
8. Vendor/Bidder Application and W-9 form consisting of 6 pages.
** (Must be submitted with response)
9. Certification Regarding Debarment, consisting of 1 page.
** (Must be submitted with response)
10. Documentation required on Bldg., Road & Bridge Construction Projects, Attachment "A", consisting of 1 page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 21, 2009

Date



PURCHASING DEPARTMENT
County Of Hidalgo

December 21, 2009

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Real Estate Appraisers-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2010-012-01-13-otm

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.
Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

REQUEST FOR QUALIFICATIONS

Hidalgo County REAL ESTATE APPRAISERS - POOL (Including all funding sources, Programs, and Entities)

JANUARY 13, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-04

1. **Sealed Statements of Qualifications** will be received for **"Real Estate Appraisers - Pool-Hidalgo County"(including all funding sources, Programs, and Entities)**, in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.
2. One (1) original and seven (7) copies of RFQs are required, with vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ No. 2010-012-01-13-otm "Real Estate Appraisers Pool--Hidalgo County"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 AM, Wednesday, January 13, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFQ.** Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County. **WRITTEN QUESTIONS WILL BE ACCEPTED** via facsimile to (956)292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us **BY NO LATER THAN Monday, January 4th, 2010 at 5:00 p.m.** Responses will be sent to all applicants by **Wednesday, January 6th, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.
5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.
6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.
7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.
8. County reserves the right to accept or reject any or all RFQs.
9. Costs are to be net F.O.B. destination, County Prepaid.
10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- . If you need additional information call the office listed below:
Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful vendor
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **"Real Estate Appraisers Pool-Hidalgo County"**
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

**Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
(956) 318-2511**

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.

January 13, 2010

Award of Contract

, 2010

Commence Work or Deliver Products

, 2010

16. ~~Bid or Performance Bond and Debarment Certification; Payment Under Contract:~~

- . ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All participating firms are also required to furnish a~~

certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- . ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- . ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~
- . ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- . ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

17. Ethical Standards:

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.
- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful 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 completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE
RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award.

Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request for Qualifications
Real Estate Appraisers Pool-Hidalgo County
(Including all funding sources, Programs, and Entities)
RFQ No: 2010-012-01-13-otm

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned participating firm proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Participant: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

REAL ESTATE APPRAISERS- POOL

RFQ No. 2010-012-01-13-OTM

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Appraisers (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements.

Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Appraisers will be for a period starting February 9, 2010 and ending February 9, 2011.

The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of "**Real Estate Appraisers Pool-Hidalgo County**" (including all funding sources, Programs, and Entities)-**Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 13, 2010. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2010-012-01-13-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/Packet Must Show The RFQ Number, Name And Opening 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:

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 facsimile to (956)292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us BY NO LATER THAN Monday, January 4th, 2009 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, January 6th, 2010. **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 of 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 located at 100 N. Closner, Edinburg, TX 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) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's: 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 vendor'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 request for qualifications 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 when dropping RFQ off.

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 POOL:

The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

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.

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.

FIRM QUALIFICATIONS: The County of Hidalgo is seeking to contract with a competent Appraisal firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

A. Scope of Appraisal and/or Review Appraisal Services:

1. Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified appraiser and any other certified appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.
2. All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3. Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.
4. All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary - general certified appraiser.
5. Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

- A. Firm name, address, phone number and person to contact regarding the Statement of Qualification.
- B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:
 1. Copy of current license certification with the state seal
 2. History certification from the Texas Appraiser Licensing & Certification Board.
 3. General list of property types appraised within the past year.
- C. List of State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.
- D. Ability to commence services immediately after successfully negotiating a contract for services.
- E. Familiarity with the geographical area.
- F. Statement regarding an Affirmative Action Program.
- G. Minimum of \$1,000,000.00 Professional liability, errors and omissions, insurance.

PERSONNEL AND STAFFING: The firm 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.

REQUIRED CERTIFICATIONS AND SUBMITTAL: This section will contain any licenses and certifications and assurance as required by FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The Appraisers should include copies of their Professional Liability Insurance.

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, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires one (1) original submittal, seven (7) copies and two (2) CD in PDF Format.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. Responsiveness: **30 points**
 - A. Requested Information
 - B. Thoroughness
 - C. Understanding of Project
 - D. List of references provided
 - E. Clarity - Brevity
 - F. Degree of Interest
- 2) Firm Capabilities: **45 points**
 - A. Background
 - B. Relevant experience
 - C. Experience with similar projects
 - D. Knowledge of area
 - E. Timeliness of schedule
 - F. Quality services previously provided to Hidalgo County
 - G. Current workload
 - H. Ability to commence various re-requested projects simultaneously
 - I. Completion of projects within budgets

3. Staffing: **15 points**
 - A. Required discipline skills
 - B. Key personnel
 - C. Qualifications of personnel
4. Equal Opportunity Employer **05 points**
5. Meets minimum Hidalgo County Insurance **05 points**
 Requirements

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Real Estate Appraiser Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Real Estate Appraiser Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: One (1) original, seven (7) copies and two (2) CD in PDF Format of RFQs should be submitted to:

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/Package Must Show The RFQ Number, Participant Name And Opening Date.

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 13, 2010.**

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

**EVALUATION CRITERIA
EXHIBIT "B"
REAL ESTATE APPRAISERS-POOL
RFQ No. 2010-012-01-13-OTM**

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. RESPONSIVENESS (30)

- A. Requested Information
- B. Thoroughness
- C. Understanding of Project
- D. List of references provided
- E. Clarity – Brevity
- F. Degree of Interest

2. FIRM CAPABILITIES (45)

- A. Background
- B. Relevant experience
- C. Experience with similar projects
- D. Knowledge of area
- E. Timeless of schedule
- F. Quality services previously provided to Hidalgo County
- G. Current workload
- H. Ability to commence various re-requested projects simultaneously
- I. Completion of projects within budgets

3. STAFFING (15)

- A. Required discipline skills
- B. Key personnel
- C. Qualifications of personnel

4. EQUAL OPPORTUNITY EMPLOYER (05)

**5. MEETS MINIMUM HIDALGO COUNTY
INSURANCE REQUIREMENTS (05)**

GRAND TOTAL 100 Points

EVALUATION CRITERIA
EXHIBIT "B"
REAL ESTATE APPRAISERS-POOL
RFQ No. 2010-012-01-13-OTM

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
1. RESPONSIVENESS (30 pts)		
➤ Requested information	5	
➤ Thoroughness	5	
➤ Understanding of Project	5	
➤ List of references provided	5	
➤ Clarity-Brevity	5	
➤ Degree of Interest	5	
Comments/Rationale For Points:		TOTAL
2. FIRM CAPABILITIES (45 pts)	5	
➤ Background	5	
➤ Relevant experience	5	
➤ Experience with similar projects	5	
➤ Knowledge of area	5	
➤ Timeliness of schedule	5	
➤ Quality services previously provided to Hidalgo County	5	
➤ Current workload	5	
➤ Ability to commence various re-requested projects simultaneously	5	
➤ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL
2. STAFFING (15 pts)	5	
➤ Required discipline skills	5	
➤ Key personnel	5	
➤ Qualification of personnel	5	
Comments/Rationale For Points:		TOTAL
4. EQUAL OPPORTUNITY EMPLOYER (05 pts)	5	
Comments/Rationale For Points:		TOTAL
5. MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS (05 pts)	5	
Comments/Rationale For Points:		TOTAL
Total Score		

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

DATE IMM/00/YY:

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

2000.1.26.15

CONCLUSIONS

THE INFORMATION CONTAINED HEREIN HAS BEEN OBTAINED FROM SOURCES BELIEVED TO BE RELIABLE, BUT THE BUREAU DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION. THE INFORMATION IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE.

POLICY EFFECTIVE DATE (MM/DD/YYYY)		POLICY EXPIRATION DATE		DESCRIPTION
GENERAL LIABILITY				1. General Liability Insurance 2. Commercial General Liability 3. Professional Liability 4. Directors and Officers Liability 5. Employment Practices Liability 6. Cyber Liability 7. Environmental Liability 8. Product Liability 9. Contractual Liability 10. Umbrella Liability
AUTOMOBILE LIABILITY				1. Commercial Automobile Liability 2. Non-Owned Automobile Liability 3. Hired Automobile Liability 4. Personal Automobile Liability 5. Motor Vehicle Liability 6. Boat Liability 7. Aircraft Liability 8. Recreational Vehicle Liability 9. Watercraft Liability 10. Aviation Liability
GARAGE LIABILITY				1. Garage Liability Insurance 2. Garagekeepers Liability 3. Garagekeepers Liability 4. Garagekeepers Liability 5. Garagekeepers Liability 6. Garagekeepers Liability 7. Garagekeepers Liability 8. Garagekeepers Liability 9. Garagekeepers Liability 10. Garagekeepers Liability
EXCESS LIABILITY				1. Excess Liability Insurance 2. Excess Liability Insurance 3. Excess Liability Insurance 4. Excess Liability Insurance 5. Excess Liability Insurance 6. Excess Liability Insurance 7. Excess Liability Insurance 8. Excess Liability Insurance 9. Excess Liability Insurance 10. Excess Liability Insurance
WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				1. Workers Compensation Insurance 2. Workers Compensation Insurance 3. Workers Compensation Insurance 4. Workers Compensation Insurance 5. Workers Compensation Insurance 6. Workers Compensation Insurance 7. Workers Compensation Insurance 8. Workers Compensation Insurance 9. Workers Compensation Insurance 10. Workers Compensation Insurance
OTHER				1. Other Insurance 2. Other Insurance 3. Other Insurance 4. Other Insurance 5. Other Insurance 6. Other Insurance 7. Other Insurance 8. Other Insurance 9. Other Insurance 10. Other Insurance

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CH₃COOH, 100 mg

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

SELECT * FROM T1 WHERE (SELECT COUNT(*) FROM T2 WHERE T2.C1 = T1.C1) > 1000000; 这里，我们使用子查询来统计 T2 表中与 T1 表中 C1 列值相同的记录数。如果这个数大于 1000000，那么我们就返回 T1 表中的这条记录。这个查询的效率取决于子查询的执行效率。如果 T2 表中的数据分布不均匀，那么子查询的执行效率可能会很低。在这种情况下，我们可以使用索引来优化子查询。例如，我们可以为 T2 表的 C1 列创建一个索引，这样我们就可以使用索引来加速子查询的执行了。

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- • will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- • will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

- • have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006 Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTERST, AND ANTI-LOBBYING FOR "REAL ESTATE APPRAISERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My commission expires: _____, 20__

**HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application**

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us**

Company Name:					
Telephone No. ()					
dba Name:					
Legal Name:					
Mailing Address :					
Fax No. ()					
Physical Address:					
City, State, Zip					
Tax I.D. No.					
Remit to Address :					
City, State, Zip					
E-Mail Address:					
Representative(s) Name(s) & Title(s)					
Type of Organization (check one): Individual Partnership Corporation Non-Profit LLC Sole Proprietor Other, Specify _____					
State Identification No. _____ (Please attached completed W-9 form with this application)					
Federal Identification No. or (if individual) SS No. _____					
State of Incorporation: _____ Date: _____ Other: _____					
Type of Business (check one): Manufacturer Wholesaler Retailer Broker Distributor Service Organization Other, Specify _____					
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:					
Small and/or Disadvantaged Business Information (check application criteria) Small Business: ☐ Less than 125,000 annual gross receipt ☐ Less than 250,000 annual gross receipt ☐ Less than 499,000 annual gross receipt ☐ More than 500,000 annual gross receipt					
Disadvantaged Business (At Least 51% Ownership) ☐ Black American ☐ Native American ☐ Hispanic American ☐ Women ☐ Asian Pacific American ☐ Other					
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No					
Indicate Certification No.(s): _____ or are Certificate(s) attached?: ☐ Yes ☐ No					
What type of product(s) is/are solicited by your company?: _____					
Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No					
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____					
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____					

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: • Yes • No

If yes, by whom?: • Texas Building & Procurement Commission • Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: • Yes • No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification
Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY PURCHASING DEPARTMENT
ATTACHEMENT "A"
DOCUMENTATION REQUIRE ON BUILDING & ROAD & BRIDGE CONSTRUCTION
PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documentations Listed Below.

PROJECT IN PROCESS			"X" Denotes Where Applicable		
Item #	Document Required for Payment	DOCUMENT SOURCE	New Building	Building Renovations	Road Projects
1	Application & Certificate of Payment	Contractor/Architect	X	X	X
2	Schedule of Values	Contractor	X	X	X
3	List of Supplier and Sub-Contractors (as applicable)	Contractor	X	X	X
4	Partial Waiver of Liens (Sub-Contractors/Suppliers)	Contractor	X	X	
5	Progress Report of Project	Engineer	X	X	X
6	Copies of Permits (Building/Plumbing/Mechanical, etc)	Contractor	X	X	
7	Certificate of Liability Insurance	Contractor	X	X	X

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary that the County is not held liable for activities not under its control.

PROJECT IN PROCESS			"X" Denotes Where Applicable		
Item #	Document Required for Payment	DOCUMENT SOURCE	New Building	Building Renovations	Road Projects
8	Punch List	Architect	X	X	
9	Certificate of Partial Substantial Completion	Architect	X	X	X
10	Consent of Sureties*	Bonding Agent	X	X	X
11	Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion)	Bonding Agent	X	X	X

For Payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.

*Must be accompanied by a power of attorney.

PROJECT IN PROCESS			"X" Denotes Where Applicable		
Item #	Document Required for Payment	DOCUMENT SOURCE	New Building	Building Renovations	Road Projects
12	Certificate of Construction Completion	Architect	X	X	X
13	General Contractor Warranty	Contractor	X	X	X
14	Certificate of Occupancy	Architect	X	X	
15	*Contractor's Affidavits of Release of Liens	Bonding Agent	X	X	X
16	*Contractor's Affidavit of Payment of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company of Final Payment	Architect	X	X	X
18	Final Blue Prints	Architect	X	X	X
19	Manufacturer Warranties	Contractor	X	X	

These items are necessary before the County can assume ownership as well as for insurance and capitalization.

*Must be accompanied by a power of attorney.



PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Real Estate Appraisers -Pool"

RFQ No: 2010-012-01-13-otm

1. Request for Qualifications Letter, consisting of 1 page.
2. Request for Qualifications, Legal Notice, consisting of 7 pages.
**** (Page 8 must be submitted with response)**
3. Exhibit "A", Requirements, consisting of 7 pages.
4. Exhibit "B", Evaluation Criteria, consisting of 3 pages.
**** (Must be submitted with response)**
5. Exhibit "C", Insurance Requirements, consisting of 4 pages.
**** (Must be submitted with response)**
6. Exhibit "D", CIQ Conflict of Interest Questionnaire, consisting of 1 page.
**** (Copy of receipt and this form must be submitted with response.)**
7. Exhibit "E", Proposer's Affidavit, consisting of 1 page.
**** (Must be submitted with response)**
8. Vendor/Bidder Application and W-9 form consisting of 6 pages.
**** (Must be submitted with response)**
9. Certification Regarding Debarment, consisting of 1 page.
**** (Must be submitted with response)**
10. Documentation required on Bldg., Road & Bridge Construction Projects, Attachment "A", consisting of 1 page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 21, 2009

Date

EXHIBIT "A"
**SERVICES TO BE
PROVIDED BY APPRAISER**

HLH APPRAISAL SERVICES
Specializing in Appraisal Review of Road and Drainage Projects

May 5, 2010

Ms. Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
Administrative Building
2812 Business Highway 281
Edinburg, TX. 78539

RE: "Review of Appraisal Services (with TxDOT ROWIS A-10 Forms) for the (North "I" Road Project)" within Hidalgo County Precinct No. 4

Dear Ms. Saenz:

This letter is in reference to your request of May 4, 2010 regarding a request of Scope of Services and Fee Schedule w/BAFO for the above project within Hidalgo County Precinct No. 4.

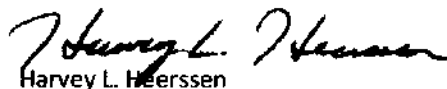
The Scope of Work Services for this appraisal review assignment is to prepare retrospective appraisal review reports for approximately 73 parcels on the North "I" Road project of appraisal reports prepared by Mr. Leonel Garza III. The appraisals were prepared in the time frame from 2005 to 2007. All parcels were acquired and the project is currently under construction. The project limits are from Owassa Road north to US 281, Hidalgo County.

More specifically, the scope of work also includes (1) to physically inspect the project and each parcel from the road right of way, (2) to review each appraisal report for USPAP compliance, and (3) to prepare and submit electronically an appraisal review submission for each parcel to the Hidalgo County Right of Way Department.

My fee schedule for this project is \$375.00 per parcel for each appraisal review report for the 73 parcels. My Best and Final Offer for the Review Appraisals is for a one (1) term beginning at the date established by a contract to be executed between Hidalgo County and the undersigned. My commitment is to complete all appraisal review reports within the time line requested and specified by Hidalgo County.

Please advise if any additional information is needed. Thank you.

Sincerely,



Harvey L. Heerssen
TX.State Certified General Appraiser
No. TX-1327190-G

EXHIBIT “B”

APPRAISER’S FEE SCHEDULE

HLH APPRAISAL SERVICES
Specializing in Appraisal Review of Road and Drainage Projects

May 5, 2010

Ms. Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
Administrative Building
2812 Business Highway 281
Edinburg, TX. 78539

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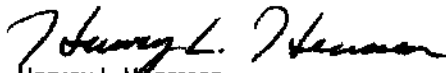
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Please advise if any additional information is needed. Thank you.

Sincerely,


Harvey L. Heerssen
TX.State Certified General Appraiser
No. TX-1327190-G

6107 Aberton Forest Drive, Houston, TX. 77084. 281-799-5652. heerssen@sbcglobal.net

EXHIBIT “C”

INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE
04-15-2010

PRODUCER

STANLEY MCDONALD AGCY IL, INC/PHS
715004 P: (866) 467-8730 F: (877) 538-8295
P O BOX 29611
CHARLOTTE NC 28229

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

HARVEY L HEERSSEN D/B/A HLH APPRAISAL SERVICES
6107 ABERTON FOREST DR
HOUSTON TX 77084

INSURER A: Sentinel Ins Co LTD

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	41 SBM ZP3811	04/14/10	04/14/11	EACH OCCURRENCE \$1,000,000
	☐ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$1,000,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$10,000
	☒ General Liab				PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$2,000,000
	☐ POLICY ☐ PRO-JECT ☒ LOC				PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☐ HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	GARAGE LIABILITY				OTHER THAN EA ACC \$
	☐ ANY AUTO				AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
	☐ DEDUCTIBLE				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				RETENTION \$
	☐ RETENTION \$				WC STATU-TORY LIMITS \$
	OTHER				OTH-ER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

☒

ADDITIONAL INSURED: INSURER LETTER

☒

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) 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

Hidalgo County Purchasing Department
Administration Building
2812 S US HIGHWAY 281
EDINBURG, TX 78539

ACORDTM CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
04/15/10

PRODUCER The Pisani Agency 8588 HWY 6 N Houston, TX 77095 (281) 855-7115		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 HARVEY L HEERSSSEN D/B/A HLH APPRAISAL SERVICES 6107 ABERTON FOREST DR HOUSTON, TX 77084		INSURERS AFFORDING COVERAGE INSURER A: Allstate Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO- JECT ☐ LOC ☐				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS ☒ SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	100079010526330	04/15/2010	04/15/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU- TORY LIMITS ☐ OTH- ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Those usual to the Insured's Operations

CERTIFICATE HOLDER ☒ *Harvey L. Heerssen* CANCELLATIONOlga Montero
Hidalgo County Purchasing Department
Administration Building
2812 S US Highway 281
Edinburg, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

OP ID SW
HEERHA1

DATE (MM/DD/YYYY)

04/15/10

PRODUCER Stanley McDonald Agency IL Inc 2018 State Road P.O. Box 1446 La Crosse WI 54602-1446 Phone: 608-788-6160 Fax: 608-788-7012		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 Mr. Harvey L Heerssen dba HLH Appraisal Services 6107 Aberton Forest Drive Houston TX 77084		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: United National Insurance Co.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO- JECT ☐ LOC				EACH OCCURRENCE	\$
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS / UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS	OTH- ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	Prof Liability Claims Made	ROW0000039 RETRO DATE: 4/14/2010	04/14/10	04/14/11	Each Clm	1,000,000
					Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Professional Services Definition: Right of Way services including property identification, negotiation, acquisition and real estate appraisals, appraisals under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and related state regulations, relocation and property/project management and appraisal review

CERTIFICATE HOLDER

CANCELLATION

Hidalgo County Purchasing Dept Administrative Building 2812 South Business Hwy 281 Edinburg TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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Affidavit & Indemnity Agreement

Date: 4-21-10

Affiant: Harvey L. Heerssen

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Harvey L. Heerssen is a sole proprietor doing business as IDL Appraisal Services with Hidalgo County. Affiant will provide service for all of Hidalgo County

Affiant further, states that he has no employees and does not anticipate employing any. In the event Affiant does employ any staff during the contract, Affiant must immediately notify Hidalgo County and obtain the Workers Compensation required by law.

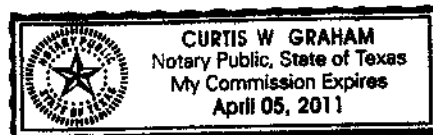
Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant

Further Affiant sayeth not.

Harvey L. Heerssen
Printed Name of Affiant: Harvey L. Heerssen

SWORN AND SUBSCRIBED TO under oath before me on APR 21, 2010

Curtis W. Graham
Notary Public, State of Texas



THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-10-180-05-11

THIS AGREEMENT is made effective the 11th day of **May, 2010**, by and between the **County of Hidalgo, Texas** ("County") and **HARVEY L. HEERSSEN d/b/a HLH APPRAISAL SERVICES** ("Appraiser").

WITNESSETH:

WHEREAS, the County requires review of appraisal services for: "**REVIEW OF APPRAISAL SERVICES (with TxDOTROWIS A-10 Forms)**" for the "**SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT**" (on an as needed basis) located within **HIDALGO COUNTY PRECINCT No. 4**; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services", and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ) and

WHEREAS, County has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional right-of-way appraiser to assist the County by providing review of appraisal services; and

WHEREAS, County has selected the Appraiser to provide the review appraisal services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. **Scope of Services.** Appraiser agrees to provide to County ***“Review of Appraisal Services (with TxDOT ROWIS A-10 Forms)*** for the ***“San Carlos Drainage Improvements Project”*** (on an ***as needed basis***) located within **Hidalgo County Precinct No. 4** as shown in Exhibit “A” attached hereto and entitled “Services to be Provided by the Appraiser.” ***In the event the Appraiser does not provide the “Review of Appraisal Services” prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and “Review of Appraisal Services” is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the “Review of Appraisal Services” ordered, Appraiser must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. **Non-Exclusive Services of Appraiser.** Hidalgo County reserves the right to request these services from other sources other than the Appraiser and shall not be in violation of any terms or conditions of this Agreement.

3. **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 Appraiser will not begin work or incur costs until authorized in writing by the County for each purchase order.

4. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each purchase order. 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. Appraiser 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 Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of a purchase order, the Appraiser shall undertake and complete the authorized work. The County or the Appraiser can request conferences to be provided at the Appraiser's office, the office of the County, or at other agreed upon locations.

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 Appraiser, or a subcontractor, the Appraiser 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 Appraiser 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 Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Appraiser, the County will reimburse the Appraiser 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 Appraiser 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 Appraiser or furnished to the Appraiser 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 Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. Independent Contractor. Appraiser 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 Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser 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. Appraiser 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. County 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. Appraiser 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 "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of 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. 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.

16. 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 Appraiser, and not otherwise.

17. 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.

18. Hold Harmless. In the event Appraiser 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, Appraiser 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 Appraiser'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.

19. 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.

20. 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, 2nd Floor
Edinburg, Texas 78539

If to Appraiser: Harvey L. Heerssen d/b/a
HLH APPRAISAL SERVICES
6107 Aberton Forest Drive
Houston, Texas 77084

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.

21. 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.

22. 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.

23. 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

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

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON _____, 2010.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO, TEXAS

By: _____
Rene A. Ramirez, County Judge

APPRAISER: Harvey L. Heerssen d/b/a
HLH APPRAISAL SERVICES

By: _____

Printed Name: Harvey L. Heerssen

Title: Owner

ATTEST:

Arturo Guajardo, Jr., County Clerk

EXHIBIT “A-1”
REQUEST FOR QUALIFICATIONS
(RFQ) PROCUREMENT PACKET



PURCHASING DEPARTMENT
County Of Hidalgo

December 21, 2009

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Real Estate Appraisers-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2010-012-01-13-otm

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

REQUEST FOR QUALIFICATIONS

Hidalgo County REAL ESTATE APPRAISERS - POOL (Including all funding sources, Programs, and Entities)

JANUARY 13, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-04

1. **Sealed Statements of Qualifications** will be received for **"Real Estate Appraisers - Pool-Hidalgo County"(including all funding sources, Programs, and Entities)**, in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.
2. One (1) original and seven (7) copies of RFQs are required, with vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ No. 2010-012-01-13-otm "Real Estate Appraisers Pool--Hidalgo County"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 AM, Wednesday, January 13, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFQ.** Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County. **WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us BY NO LATER THAN Monday, January 4th, 2010 at 5:00 p.m.** Responses will be sent to all applicants by **Wednesday, January 6th, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.
5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.
6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.
7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.
8. County reserves the right to accept or reject any or all RFQs.
9. Costs are to be net F.O.B. destination, County Prepaid.
10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- . If you need additional information call the office listed below:
Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful vendor
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **"Real Estate Appraisers Pool-Hidalgo County"**
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

**Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
(956) 318-2511**

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.

January 13, 2010

Award of Contract

, 2010

Commence Work or Deliver Products

, 2010

16. ~~Bid or Performance Bond and Debarment Certification; Payment Under Contract:~~

- . ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All participating firms are also required to furnish a~~

certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- . ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- . ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~
- . ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- . ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

17. Ethical Standards:

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.
- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful 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 completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE
RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award.

Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request for Qualifications
Real Estate Appraisers Pool-Hidalgo County
(Including all funding sources, Programs, and Entities)
RFQ No: 2010-012-01-13-otm

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned participating firm proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Participant: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

REAL ESTATE APPRAISERS- POOL

RFQ No. 2010-012-01-13-OTM

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Appraisers (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements.

Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Appraisers will be for a period starting February 9, 2010 and ending February 9, 2011.

The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of "**Real Estate Appraisers Pool-Hidalgo County**" (including all funding sources, Programs, and Entities)-**Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 13, 2010. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2010-012-01-13-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/Packet Must Show The RFQ Number, Name And Opening 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:

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 facsimile to (956)292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us BY NO LATER THAN Monday, January 4th, 2009 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, January 6th, 2010. 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 of 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 located at 100 N. Closner, Edinburg, TX 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) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's: 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 vendor'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 request for qualifications 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 when dropping RFQ off.

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 POOL:

The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

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.

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.

FIRM QUALIFICATIONS: The County of Hidalgo is seeking to contract with a competent Appraisal firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

A. Scope of Appraisal and/or Review Appraisal Services:

1. Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified appraiser and any other certified appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.
2. All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3. Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.
4. All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary - general certified appraiser.
5. Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

- A. Firm name, address, phone number and person to contact regarding the Statement of Qualification.
- B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:
 1. Copy of current license certification with the state seal
 2. History certification from the Texas Appraiser Licensing & Certification Board.
 3. General list of property types appraised within the past year.
- C. List of State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.
- D. Ability to commence services immediately after successfully negotiating a contract for services.
- E. Familiarity with the geographical area.
- F. Statement regarding an Affirmative Action Program.
- G. Minimum of \$1,000,000.00 Professional liability, errors and omissions, insurance.

PERSONNEL AND STAFFING: The firm 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.

3.	Staffing:	15 points
	A. Required discipline skills	
	B. Key personnel	
	C. Qualifications of personnel	
4.	Equal Opportunity Employer	05 points
5.	Meets minimum Hidalgo County Insurance Requirements	05 points

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Real Estate Appraiser Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Real Estate Appraiser Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: One (1) original, seven (7) copies and two (2) CD in PDF Format of RFOs should be submitted to:

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/ Packet Must Show The RFQ Number, Participate Name And Opening Date.

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 13, 2010.**

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

**EVALUATION CRITERIA
EXHIBIT "B"
REAL ESTATE APPRAISERS-POOL
RFQ No. 2010-012-01-13-OTM**

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. RESPONSIVENESS (30)

- A. Requested Information
- B. Thoroughness
- C. Understanding of Project
- D. List of references provided
- E. Clarity – Brevity
- F. Degree of Interest

2. FIRM CAPABILITIES (45)

- A. Background
- B. Relevant experience
- C. Experience with similar projects
- D. Knowledge of area
- E. Timeless of schedule
- F. Quality services previously provided to Hidalgo County
- G. Current workload
- H. Ability to commence various re-requested projects simultaneously
- I. Completion of projects within budgets

3. STAFFING (15)

- A. Required discipline skills
- B. Key personnel
- C. Qualifications of personnel

4. EQUAL OPPORTUNITY EMPLOYER (05)

**5. MEETS MINIMUM HIDALGO COUNTY
INSURANCE REQUIREMENTS (05)**

GRAND TOTAL 100 Points

EVALUATION CRITERIA
EXHIBIT "B"
REAL ESTATE APPRAISERS-POOL
RFQ No. 2010-012-01-13-OTM

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➤ Requested information	5	
➤ Thoroughness	5	
➤ Understanding of Project	5	
➤ List of references provided	5	
➤ Clarity-Brevity	5	
➤ Degree of Interest	5	
Comments/Rationale For Points:		TOTAL
2. FIRM CAPABILITIES (45 pts)	5	
➤ Background		
➤ Relevant experience	5	
➤ Experience with similar projects	5	
➤ Knowledge of area	5	
➤ Timeliness of schedule	5	
➤ Quality services previously provided to Hidalgo County	5	
➤ Current workload	5	
➤ Ability to commence various re-requested projects simultaneously	5	
➤ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL
2. STAFFING (15 pts)	5	
➤ Required discipline skills		
➤ Key personnel	5	
➤ Qualification of personnel	5	
Comments/Rationale For Points:		TOTAL
4. EQUAL OPPORTUNITY EMPLOYER (05 pts)	5	
Comments/Rationale For Points:		TOTAL
5. MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS (05 pts)	5	
Comments/Rationale For Points:		TOTAL
Total Score		

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD**CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

THE POLICIES OF INSURANCE COVERED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. COVERAGE, ENDORSEMENTS, EXCLUSIONS, CONDITIONS, TERMS OR CONDITIONS IN ANY CONTRACT OR OTHER DOCUMENT ATTACHED TO ANY OF THESE POLICIES MAY BE INSURED OR MAY PERTAIN TO THE INSURANCE AFFORDED BY THE POLICIES OF WHICH ONE OR MORE IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS. LIMITS OF INSURANCE, AGGREGATE LIMITS AND DEDUCTIBLES MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	COVERAGE	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY AUTOMOBILE LIABILITY GARAGE LIABILITY EXCESS LIABILITY WORKERS COMPENSATION AND EMPLOYER'S LIABILITY		
B			
C			
D			
E			
OTHER			

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

ADDITIONAL INSURED / INSURER / OTHER

CANCELLATION

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

SINCE EACH OF THE ABOVE DESCRIBED POLICIES IS ISSUED BY A DIFFERENT INSURER, THE COVERAGE DATA THEREON, THE POLICY NUMBER, POLICY EFFECTIVE DATE, EXPIRATION DATE, LIMITS, EXCLUSIONS, ENDORSEMENTS, CONDITIONS, TERMS OR CONDITIONS IN ANY CONTRACT OR OTHER DOCUMENT ATTACHED TO ANY OF THESE POLICIES MAY BE INSURED OR MAY PERTAIN TO THE INSURANCE AFFORDED BY THE POLICIES OF WHICH ONE OR MORE IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS. LIMITS OF INSURANCE, AGGREGATE LIMITS AND DEDUCTIBLES MAY HAVE BEEN REDUCED BY PAID CLAIMS.

30

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adapted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING FOR "REAL ESTATE APPRAISERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My commission expires: _____, 20__

**HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application**

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us**

Company Name:		Telephone No. ()	
dba Name:			
Legal Name:			
Mailing Address :		Fax No. ()	
Physical Address:			
City, State, Zip		Tax I.D. No.	
Remit to Address :		City, State, Zip	
E-Mail Address:			
Representative(s) Name(s) & Title(s)			
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____			
State Identification No. _____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No. _____			
State of Incorporation: _____ Date: _____ Other: _____			
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____			
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:			
Small and/or Disadvantaged Business Information (check application criteria) Small Business: • *Less than 125,000 annual gross receipt • *Less than 250,000 annual gross receipt • *Less than 499,000 annual gross receipt • *More than 500,000 annual gross receipt			
Disadvantaged Business (At Least 51% Ownership) • *Black American • *Hispanic American • *Asian Pacific American • *Native American • *Women • *Other			
Have you been certified as a HUB or an MBE/WBE source?: • *Yes • *No			
Indicate Certification No.(s): _____ or are Certificate(s) attached?: • *Yes • *No			
What type of product(s) is/are solicited by your company?: _____			
Would you like to be provided with specifications for procurements of such products?: • *Yes • *No			
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____			
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____			

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: • Yes • No

If yes, by whom?: • Texas Building & Procurement Commission • Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: • Yes • No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶	☐ Exempt from backup withholding
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification
Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY PURCHASING DEPARTMENT
ATTACHEMENT "A"
DOCUMENTATION REQUIRE ON BUILDING & ROAD & BRIDGE CONSTRUCTION
PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documentations Listed Below.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
1	Application & Certificate of Payment	Contractor/Architect	X	X	X
2	Schedule of Values	Contractor	X	X	X
3	List of Supplier and Sub-Contractors (as applicable)	Contractor	X	X	X
4	Partial Waiver of Liens (Sub-Contractors/Suppliers)	Contractor	X	X	
5	Progress Report of Project	Engineer	X	X	X
6	Copies of Permits (Building/Plumbing/Mechanical, etc)	Contractor	X	X	
7	Certificate of Liability Insurance	Contractor	X	X	X

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary that the County is not held liable for activities not under its control.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
8	Punch List	Architect	X	X	
9	Certificate of Partial Substantial Completion	Architect	X	X	X
10	Consent of Sureties*	Bonding Agent	X	X	X
11	Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion)	Bonding Agent	X	X	X

For Payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.

*Must be accompanied by a power of attorney.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
12	Certificate of Construction Completion	Architect	X	X	X
13	General Contractor Warranty	Contractor	X	X	X
14	Certificate of Occupancy	Architect	X	X	
15	*Contractor's Affidavits of Release of Liens	Bonding Agent	X	X	X
16	*Contractor's Affidavit of Payment of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company of Final Payment	Architect	X	X	X
18	Final Blue Prints	Architect	X	X	X
19	Manufacturer Warranties	Contractor	X	X	

These items are necessary before the County can assume ownership as well as for insurance and capitalization.

*Must be accompanied by a power of attorney.

EXHIBIT "A"
**SERVICES TO BE
PROVIDED BY APPRAISER**

HLH APPRAISAL SERVICES
Specializing in Appraisal Review of Road and Drainage Projects

May 5, 2010

Ms. Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
Administrative Building
2812 Business Highway 281
Edinburg, TX. 78539

RE: "Review of Appraisal Services for the "San Carlos Drainage Improvement Project" (on an as needed basis) within Hidalgo County Precinct No. 4

Dear Ms. Saenz:

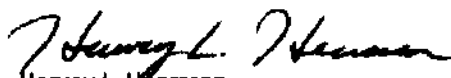
This letter is in reference to your request of May 4, 2010 regarding a request of Scope of Services and Fee Schedule w/BAFO for the above project within Hidalgo County Precinct No. 4.

The Scope of Work Services for this appraisal review assignment is to prepare appraisal review reports of appraisal reports prepared by the primary appraiser for each parcel as the project develops on an as needed basis. The scope of work will include (1) to physically inspect the project and each parcel from the road right of way, (2) to review each appraisal report for USPAP compliance, and (3) to prepare and submit electronically an appraisal review submission for each parcel to the Hidalgo County Right of Way Department.

My fee schedule for this project is \$450.00 per parcel for each appraisal review report required on an as needed basis. My Best and Final Offer for the Review Appraisals is for a one (1) term beginning on the date established by a contract to be executed between Hidalgo County and the undersigned. My commitment is to complete all appraisal review reports within the time line requested and specified by Hidalgo County.

Please advise if any additional information is needed. Thank you.

Sincerely,



Harvey L. Heerssen
TX.State Certified General Appraiser
No. TX-1327190-G

EXHIBIT “B”

APPRAISER’S FEE SCHEDULE

HLH APPRAISAL SERVICES
Specializing in Appraisal Review of Road and Drainage Projects

May 5, 2010

Ms. Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
Administrative Building
2812 Business Highway 281
Edinburg, TX. 78539

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Please advise if any additional information is needed. Thank you.

Sincerely,

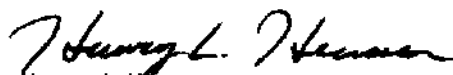

Harvey L. Heerssen
TX.State Certified General Appraiser
No. TX-1327190-G

EXHIBIT “C”

INSURANCE REQUIREMENTS

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE
04-15-2010

PRODUCER

STANLEY MCDONALD AGCY IL, INC/PHS
715004 P: (866) 467-8730 F: (877) 538-8295
P O BOX 29611
CHARLOTTE NC 28229

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

HARVEY L HEERSSEN D/B/A HLH APPRAISAL SERVICES
6107 ABERTON FOREST DR
HOUSTON TX 77084

INSURER A: Sentinel Ins Co LTD

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	41 SBM ZP3811	04/14/10	04/14/11	EACH OCCURRENCE \$1,000,000
	☐ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$1,000,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$10,000
	☒ General Liab				PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$2,000,000
	☐ POLICY ☐ PRO-JECT ☒ LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☐ HIRED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
					\$
	☐ DEDUCTIBLE				\$
	☐ RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

☒

ADDITIONAL INSURED; INSURER LETTER:

A

CANCELLATION

Hidalgo County Purchasing Department
Administration Building
2812 S US HIGHWAY 281
EDINBURG, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) 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

Joe Taylor

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 04/15/10												
PRODUCER The Pisani Agency 8588 HWY 6 N Houston, TX 77095 (281) 855-7115	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 HARVEY L HEERSSSEN D/B/A HLH APPRAISAL SERVICES 6107 ABERTON FOREST DR HOUSTON, TX 77084	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Allstate Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>		INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Allstate Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #													
INSURER A: Allstate Insurance Company														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														

COVERAGES

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INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$
	POLICY: ☐ PRO: ☐ JECT: ☐ LOC: ☐				PRODUCTS - COM/OP AGG \$
B	AUTOMOBILE LIABILITY	100079010526330	04/15/2010	04/15/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	OCCUR ☐ CLAIMS MADE ☐				AGGREGATE \$
	DEDUCTIBLE				\$
	RETENTION				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS: ☐ OTH: ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
	OTHER				E.L. DISEASE - POLICY LIMIT \$
A					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Those usual to the Insured's Operations

CERTIFICATE HOLDER * <i>Harvey L. Heerssen</i> Olga Montero Hidalgo County Purchasing Department Administration Building 2812 S US 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 <u>30</u> 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



CERTIFICATE OF LIABILITY INSURANCE

OPID SW
HEERHA1

DATE (MM/DD/YYYY)

04/15/10

PRODUCER Stanley McDonald Agency IL Inc 2018 State Road P.O. Box 1446 La Crosse WI 54602-1446 Phone: 608-788-6160 Fax: 608-788-7012		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 Mr. Harvey L Heerssen dba HLH Appraisal Services 6107 Aberton Forest Drive Houston TX 77084		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: United National Insurance Co.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO- JECT ☐ LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC AUTO ONLY: AGG	\$
	EXCESS / UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS	OTH- ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					
A	Prof Liability Claims Made	ROW0000039 RETRO DATE: 4/14/2010	04/14/10	04/14/11	Each Clm Aggregate	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Professional Services Definition: Right of Way services including property identification, negotiation, acquisition and real estate appraisals, appraisals under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and related state regulations, relocation and property/project management and appraisal review

CERTIFICATE HOLDER

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

Hidalgo County Purchasing Dept
Administrative Building
2812 South Business Hwy 281
Edinburg TX 78539

ACORD 25 (2009/01)

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The ACORD name and logo are registered marks of ACORD

Affidavit & Indemnity Agreement

Date: 4-21-10

Affiant: Harvey L. Heerssen

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Harvey L. Heerssen is a sole proprietor doing business as HLH Appraisal Services with Hidalgo County. Affiant will provide service for all of Hidalgo County

Affiant further, states that he has no employees and does not anticipate employing any. In the event Affiant does employ any staff during the contract, Affiant must immediately notify Hidalgo County and obtain the Workers Compensation required by law.

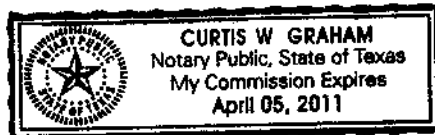
Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant

Further Affiant sayeth not.

Harvey L. Heerssen
Printed Name of Affiant: Harvey L. Heerssen

SWORN AND SUBSCRIBED TO under oath before me on APR. 21, 2010

Curtis W. Graham
Notary Public, State of Texas



AI-21080

23.C.1.

**To Award-Computerized Maintenance Management Software System
CC REGULAR**

Date: 05/11/2010

Submitted By: Sandra Montalvo, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Sub-category:** Buildings & Grounds

Information

CAPTION

Recommending award of bid and approval of contracts to lowest bidder meeting all specifications and/or requirements as attached hereto for: Hidalgo County Facilities Management Office-"Computerized Maintenance Management Software System" RFB No.: 2010-027-03-03-sma

BACKGROUND

1. Software License Subscription Agreement has been reviewed and approved by legal counsel.
2. Recommended vendor is "BigWebApps, Inc."

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-419-40-220-001-0-747

FUNDS AVAILABLE Y/N?: Y/Pending

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds pending AI#21142 CC 5/11/10 in the amount of \$6,713.00

Attachments

Link: Recommendations, Software Maintenance Agreement, Participation & Tabulation Sheet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/06/2010 01:07 PM	APRV
2	Budget & Management	Erika Zamora	05/06/2010 01:49 PM	APRV
3	Erika Zamora	Erika Zamora	05/07/2010 04:31 PM	APRV
4	Auditor's Office		05/07/2010 05:16 PM	NEW

Form Started By: Sandra Montalvo Started On: 05/05/2010 07:31 AM

Final Approval Date: 05/07/2010



Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629



MEMORANDUM

To: Rick Sunday
Hidalgo County Facilities Management Office

Attn: Karina Cardoza

From: Sandra Montalvo, Buyer *SM*
Hidalgo County Purchasing Dept.

DATE: March 09, 2010

RE: BID AWARD RECOMMENDATION REQUEST
Bid No. 2010-027-03-03-SMA-HIDALGO COUNTY FACILITIES MANAGEMENT OFFICE
"COMPUTERIZED MAINTENANCE MANAGEMENT SOFTWARE SYSTEM"

We have received four (4) responses to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting; therefore, we need your response no later than Tuesday, **March 16, 2010 @ 10:00 a.m.** to be able to present to Commissioner's Court **on March 23 or 30, 2010.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department. via fax to (956)-318-2629 or via email to: sandra.montalvo@co.hidalgo.tx.us.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

<u>AWARD TO VENDOR(S):</u>	<u>RECOMMENDATION (BASIS)</u>
1. <i>Big Web Apps, Inc.</i>	<i>Lowest Total Cost, Most economical expansion, Only completely web-based system avail.</i>
2.	<i>(Quote 2)</i>
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 0-1100-419-40-220-001-0-747

Richard M. Sunday Richard M. Sunday Facilities Mgt. B Apr. 10
AUTHORIZED SIGNATURE PRINTED NAME DEPARTMENT DATE

Enclosures



Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

To: Rick Sunday
Hidalgo County Facilities Management Office

Attn: Karina Cardoza

From: Sandra Montalvo, Buyer 
Hidalgo County Purchasing Dept.

DATE: March 09, 2010

RE: BID AWARD RECOMMENDATION REQUEST
Bid No. 2010-027-03-03-SMA-HIDALGO COUNTY FACILITIES MANAGEMENT OFFICE
"COMPUTERIZED MAINTENACNE MANAGEMENT SOFTWARE SYSTEM"

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Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

<u>AWARD TO VENDOR(S):</u>	<u>RECOMMENDATION (BASIS)</u>
1. Big web apps	meets our needs & pricing 1200 licenses &
2.	will be used By Facilities & mgmt, I.T Dept.
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: _____

AUTHORIZED SIGNATURE

PRINTED NAME

IT DEPARTMENT
DEPARTMENT

DATE

Enclosures

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
REQUEST FOR BID**

BID OPENING DATE: March 03, 2010 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: Hidalgo County Facilities Management Office-Computerized Maintenance Management Software System"

BID NO.: 2010-027-03-03-SMA

COMPANY/FIRM Contact Person	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1) BIGWEBAPPS, INC. Attn: Mike Clements	EMR	Sandra Montalvo	02/16/10	1-866-996-1200- ext 703 F-678-623-0296 Mike.clements@bigwebapps.com
2) COGZ SYSTEMS MAINTENANCE SOFTWARE, LLC.	EMR	Sandra Montalvo	02/16/10	Woodbury, CT 06798 O-203-263-7882 F- 203-263-7885 cs@cogz.com sales@cogz.com
3) MICROMAIN CORP. Attn: Steven Dooley or Karen Roller	EMR	Sandra Montalvo	02/16/10	5100 Bee Caves Rd. Austin, Tx 78746 O-1-888-888-1600-ext 131 F-512-328-5942 www.micromain.com stevend@micromain.com karent@micromain.com
4) AssetWORKS Attn: Nancy DeLine	EMR	Sandra Montalvo	02/17/10	1777 N.E. Loop, Suite 1250 San Antonio, Tx 78217 O-210-301-1704 F-210-301-0299 Cell-210-789-0799 Nancy.deline@assetworks.com
5) WESTIN ENGINEERING, INC Attn: Brenda Hagg	EMR	Sandra Montalvo	02/17/10	12108 Valleybrook drive Richmond VA 23233 804-364-4657 (the fax is the same) Brenda.Hagg@we-inc.com
6) TIMMONS GROUP Attn: Michelle Bardis	EMR	Sandra Montalvo	02/17/10	117 S. 14 TH ST., SUITE 303 Richmond, VA 23219 O-804-200-6983 F-804-521-1068 Michelle.bardis@timmons.com
7) TRUEPOINT SOLUTIONS Attn: Kent Johnson	EMR	Sandra Montalvo	02/17/10	3262 Penryn Rd., Suite 100-B Loomis, CA 95650 O-916-577-1470 F-916-256-1975 Cell-916-607-4490 kjohnson@truepointsolutions.com
8) WOOLPERT, INC. Attn: Devon Heckman	EMR	Sandra Montalvo	02/17/10	116 Inverness Drive East, Suite 105 Englewood, CO 80112 O-303-325-1400 Devon.heckman@woolpert.com
9) MAINTSTAR Attn: Louis Tonetti	EMR	Sandra Montalvo	02/17/10	28 Hammond , Unit D Irvine, CA 92618 O-800-255-5675 ext 213 F-949-458 7626 Louis@mainstar.com
10) WOOLPERT Attn: Scott Stocking	EMR	Sandra Montalvo	02/17/10	1815 S. Meyers Rd, Suite 120 Oakbrook Terrance, IL 60181 O-630-693-6314 F-630-495-3731 Cell-630-388-9083 Scott.stocking@woolpert.com
11) CARTÊGRAPH SYSTEMS, INC. Attn: Greg Malm	EMR	Sandra Montalvo	02/17/10	3600 Digital Drive Dubuque, IA 52001 O-800-688-2656 ext 6174 F-563-556-8149 Cell-563-590-4141 gregmalm@cartegraph.com

12) MICROSOFT CORP. Attn: Bryan Friedly	EMR	Sandra Montalvo	02/22/10	State of Tx Direct-425-706-5218 bfriedly@microsoft.com
13) AGILEASSETS INC. Attn: Jason Watts	EMR	Sandra Montalvo	02/19/10	3144 Bee Caves Rd. Austin, Tx 78746 (o)-512-623-3218 (F)512-328-7246 jwatts@agileassets.com www.agileassets.com
14) CITITECH SYSTEMS, INC. Attn: Rena McKiernan	EMR	Sandra Montalvo	02/19/10	P.O. BOX 7626 Rapid City, SD 57709 800-738-9892 605-348-5069 rena@cititech.com
15) 22 ND CENTURY TECHNOLOGIES, INC Attn: Hazel Smith	EMR	Sandra Montalvo	02/19/10	2 Executive Drive, Suite 230 Somerset, NJ 08873 (P) 732-507-7964 (F)501-421-3750 hazel@tscti.com govt@tscti.com
16) MASSGROUP Attn: John McPherson	EMR	Sandra Montalvo	02/19/10	21601 Devonshire St., Suite 108 Chatsworth, CA 91311 Cell-562-810-3547 (P) 818-709-1255 ext 14 (F)818-709-1468 jmcperson@massgroup.com
17) NEXGEN ASSET MANAGEMENT Attn: Steve Gunsch	EMR	Sandra Montalvo	02/19/10	4010 Lennane Drive Sacramento, CA 95834 (P) 916-564-8000 ext 303 Cell-916-769-4257 (F)916-564-8030 sgunsch@nexgenum.com
18) ACCRUENT, INC. Attn: Steven J. McCabe	EMR	Sandra Montalvo	02/19/10	(O) 703-476-2246 (Cell) 703-298-3725 stevem@accruent.com
19) IBM Attn: Charlie C. Chu	EMR	Sandra Montalvo	02/22/10	1550 Scenic Avenue HT-3 Costa Mesa, CA 92626 (P) 714-327-4863 ccchu@us.ibm.com
20) ASEVOTECH Attn: Hollie Smith	EMR	Sandra Montalvo	02/22/10	201 E. Kennedy Blvd., Suite 1150 Tampa, FL 33602 (O) 813-261-3880 (F) 813-261-3878 hollie@asevotech.com www.asevotech.com
21) AQUITAS SOLUTIONS Attn: Keita Wallace	EMR	Sandra Montalvo	02/22/10	10 Glenlake Parkway, Suite 130 Atlanta GA 30328 (O) 770-917-1286 (Cell) 770-530-2303 kwallace@aquitas-solutions.com www.aquitas-solutions.com
22) FM PROJECTS Attn: Brent Anderson	EMR	Sandra Montalvo	02/22/10	8309 Laurel Canyon Blvd, #314 Sun Valley, CA 91352 (P) 818-284-6167 (F) 818-456-4772 www.fmprompts.com brent@fmprompts.com
23) VUEWORKS, INC Attn: Kenneth Spalding or Alex H. Von Svoboda	EMR	Sandra Montalvo	02/23/10	10 Ferry St. #434 Concord, New Hampshire 03301 (P)603-228-8100 ext. 716 (F)603-23-3390 Kenneth.spalding@vueworks.com
24) ENSOFT CONSULTING, INC Attn: Jamshed Rivetna	EMR	Sandra Montalvo	02/24/10	4128 Sun Meadows Plano, Tx 75024 (p)972-208-7355 (F) 972-618-0978 jrivetna@ensoftconsulting.com

25) VARSITY CONTRACTORS, INC Attn: Joseph Ashurst	EMR	Sandra Montalvo	02/24/10	(O) 214-267-8256 (F) 208-373-1244 CELL-208-867-9730 joe@varsityweb.com
26) INTERLOC SOLUTIONS, INC. Attn: Rebekah Schuelke	EMR	Sandra Montalvo	02/23/10	(O) 916-817-4590 (F) 916-817-4594 rebekahs@interlocsolutions.com
27) H & O INVESTMENTS LLC Attn: David Mahler Jr.	EMR	Sandra Montalvo	02/24/10	17425 Opportunity Ave. Baton Rouge, LA 70817 (o) 225-454-6397 (f) 225-272-6850 (Cell) 225-298-9765 davidmahler@handolc.com Jodie@handolc.com
28) NETFACILITIES, INC. Attn: Greg Christensen	EMR	Sandra Montalvo	02/24/10	P.O. BOX 3328 Long Beach, CA 90803 (P) 562-437-3000 ext 121 (f) 562-437-3001 gchristensen@netfacilities.com
29) EMAINT ENTERPRISES, LLC Attn: Matt Gilvey	EMR	Sandra Montalvo	02/24/10	438 N. Elmwood Rd., Ste 201 Marlton, NJ 08053 856-810-2700 ext 7008 Matthew.gilvey@emaint.com
30) TERO CONSULTING LTD. Attn: David Knight	EMR	Sandra Montalvo	02/25/10	200-2441 united blvd. Coquitlam BC V3k 6A8 866-818-8376 david@tero.ca
31) CUSTOM SOFTWARE Attn: Danny Reyna	EMR	Sandra Montalvo	02/25/10	1507 Hawk Circle McAllen, Tx 78504 956-655-3936 customsoftwaremc@hotmail.com
32) BIGFOOT SOFTWARE GROUP Attn: Michael Chaffin	EMR	Sandra Montalvo	02/25/10	Center Harbor, NH 866-858-7800 EXT 813 Mike.chaffin@bigfootcmms.com
33) MAINTENANCE CONNECTION Attn: Billy Burciaga	EMR	Sandra Montalvo	02/25/10	o-888-567-3434-ext 87 f -775-255-6324 bburciaga@maintenanceconnection.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT

BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY FACILITIES MANAGEMENT OFFICE

BID OPENING DATE: MARCH 03, 2010

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "COMPUTERIZED MAINTENANCE MANAGEMENT SOFTWARE SYSTEM

BID NO:2010-027-03-03-SMA

BUYER: SANDRA MONTALVO

PARTICIPATING VENDORS	MAINTENANCE SOFTWARE SYSTEM	TRAINING AND IMPLEMENTATION	PERPETUAL ANNUAL SUPPORT & MAINTENANCE	TOTAL FOR PRODUCTS & SERVICES
1. MaintStar, Inc.	<u>15</u> Licenses	\$ 28,500.00 <i>* on site-add'l fees (fyi-only)</i>	\$ 7,307.00	\$ 75,307.00
2. VUEWorks, Inc.	<u>18</u> Licenses	\$ 8,760.00	\$6,794.30	\$49,525.80
3. Micromain Corp.	<u>10</u> Licenses	\$ 4,995.00 <i>* on site-add'l fees</i>	\$ 3,105.00	\$ 25,350.00
4. bigWebApps, Inc.	<u>1,200</u> Licenses	\$5,594.00	Included	\$ 5,594.00-1 quote (1 department)
		\$6,713.00		\$ 6,713.00-2 quote (2 departments)



SOFTWARE LICENSE SUBSCRIPTION AGREEMENT

LICENSOR: **BIGWEBAPPS, INC.**
PO Box 7010
Atlanta GA 30357-0010

LICENSEE: **Hidalgo County**
2802 S. Bus. Hwy. 281
Edinburg, TX 78539

1. Grant of License.

BigWebApps, Inc. (also referred to herein as "bigWebApps") hereby grants to Licensee, and Licensee accepts from bigWebApps, Inc., a license to use the bigWebDesk Software Program and related documentation (hereinafter the "Licensed Software" or "Software"), in machine-readable source and object code formats, at a single designated CPU, or at a designated number of Workstations, or designated Site(s), as the case may be, subject to and in accordance with the terms, conditions and limitations of this Agreement.

2. Scope of License.

Licensee agrees that it will use the Licensed Software hereunder only in connection with its own normal legal business operations, and it will not, without the express written permission of bigWebApps, Inc., sell, lease, or otherwise provide or make available the Licensed Software to any third party. The Licensed Software and all purchased licenses of the Licensed Software are granted full use to the Licensee and all legal business entities the Licensee owns and operates.

3. Payment Terms.

(a) License Pricing. License pricing will be based on a yearly subscription fees (the "Annual Subscription Fees"). In addition to the foregoing charges, Licensee is not obligated to pay any federal, state, local, and other taxes, fees and assessments imposed in connection with this Agreement.

(b) Term Commitment. The Licensee commits to the quantity of Annual Subscription Fees described in Exhibit A ("Term Commitment").

(c) Invoicing and Payment Terms. Before bigWebApps, Inc. furnishes full rights to the Software, bigWebApps, Inc. will require the Licensee to make an initial payment of the Annual Subscription Fee for the first year of Software License. Thereafter, bigWebApps, Inc. may bill the Licensee annually in two months in advance of contract term for each year of Software Licensing. All payments are due net 30 days from the date of receipt of a bigWebApps invoice. If bigWebApps, Inc. does not receive the full amount of payment within thirty (30) days after the receipt of the invoice, an additional two-point-five percent (2.5%) (or to the extent allowable by law) per month will be added to the unpaid balance of the Licensee and shall be immediately due and payable to bigWebApps, Inc. Licensee shall also be liable for any and all attorney and collection fees arising from bigWebApps, Inc.'s efforts to collect any unpaid balance of Licensee's account. Notwithstanding the previous, bigWebApps, Inc.'s remedies for late payments as set out in this Section 3(c) and in Section 5(c) hereof shall be mutually exclusive.

4. License Activation Date.

The License Activation Date shall be the first date of the contract term set out in Exhibit A hereto.

5. Duration and Termination

(a) **Duration.** Unless terminated earlier as provided elsewhere in this Agreement, bigWebApps, Inc. will continue to provide the Licensed Software and the related services set out in Exhibit A attached hereto for as long as the Licensee continues to pay the Annual Subscription Fee during the contract term defined in Exhibit A ("Term"). In the event that the Licensee continues to license the Software past the Term, Agreement shall automatically renew for another (12) month period, unless written notice of termination of the Agreement is given (30) days prior to Term Commitment or Licensee initiates a renegotiation of the terms of the Agreement with bigWebApps, Inc. During any such automatic extended Agreement period, bigWebApps, Inc., at its option, may bill Licensee at the rates contained in this Agreement or at rates in effect at that time. However, rates are limited to and may not exceed 10% of previous years contract with existing purchased services. Any new additional services will be billed at the current scheduled price.

(b) **Voluntary Termination.** Effective at any time after the Term Commitment, this Agreement may be terminated by Licensee for any reason upon thirty (30) days' prior written notice. Should Licensee terminate this Agreement before the completion of the Term Commitment for any reason other than material breach of this Agreement by bigWebApps, Inc., Licensee shall be responsible for the payments specified in Section 5(e). bigWebApps may only voluntarily terminate this Agreement if a material breach is found as specified in Section 5(c).

(c) **For Breach.** Either party may terminate this Agreement if the other party is in material breach of any term of this Agreement and fails to remedy such breach upon thirty (30) days after written notice of such breach by the non-breaching party. Without limiting the generality of the foregoing, failure to make any payment to bigWebApps, Inc. when due is a material breach of this Agreement on the part of Licensee. Should bigWebApps, Inc., as a result of Licensee's material breach of this Agreement, terminate this Agreement before the completion of the Term Commitment, Licensee shall be responsible for the payments specified in Section 5(e). Should Licensee, as a result of bigWebApps, Inc.'s material breach of this Agreement, terminate this Agreement before the completion of the Term Commitment, bigWebApps, Inc. shall refund to Licensee the pro-rata portion of the Annual Subscription Fee paid which relates to the remaining period of the Term following termination of the Agreement.

In addition to the foregoing, in the event of a breach, each party shall be subject to the provisions of Section 11(b) hereof.

(d) **Effect of Termination.** Within five (5) days after termination of this Agreement, Licensee shall be blocked from the Licensed Software.

(e) **Early Termination Charges.** The rates and discounts set forth in this Agreement are based on Licensee's commitment to purchase the Software License for the entire Term Commitment. To compensate bigWebApps, Inc. for any loss related to early termination of the Agreement, and not as a penalty, Licensee -- in the case of its voluntary termination pursuant to Section 5(b) or bigWebApps, Inc.'s termination pursuant to Section 5(c) -- shall pay bigWebApps, Inc. an early termination charge. The early termination charge shall come in effect during the first 90 days of Term Commitment. During this time all fees paid by Licensee for the Term Commitment will be reimbursed to Licensee minus an early termination fee of 25% of such paid fees, with a minimum of \$300 of Licensee contract amount. Past 90 days of Term Commitment, all fees paid by Licensee attributable to the remaining portion of the Term Commitment will be reimbursed to Licensee minus an early termination fee of 50% of such paid fees. The reimbursed amount minus early termination charge shall be paid to Licensee within thirty (30) days after written notice of termination.

(f) **Other Charges.** Nothing in this Agreement shall relieve Licensee from its liability for payment for services rendered by bigWebApps, Inc. prior to the termination of this Agreement, as the case may be.

6. License Not a Sale

This license does not constitute a sale, nor does it pass to Licensee any title to or any proprietary rights in the Licensed Software, all of the same being expressly reserved to and vested in bigWebApps, Inc. Nor

shall Licensee acquire any right or interest in the Licensed Software as a result of any changes to, modifications of or additions to the Licensed Software made by Licensee.

(a) Copyright. bigWebApps Inc. is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Licensed Software is licensed, not sold. All title and copyrights in and to the Software are owned by bigWebApps. All title and intellectual property rights in and to the content which may be accessed through use of the Licensed Software is the property of the Licensee and also may be protected by applicable copyright or other intellectual property laws and treaties.

(b) Intellectual Property Rights. bigWebApps Inc. acknowledges and agrees that any data distributed to bigWebApps Inc. network for processing constitute confidential and proprietary information belonging to Licensee and/or its customers ("Customer Data"), and contain trade secrets and intellectual property protected under United States copyright and other laws and international treaty provisions. bigWebApps agrees not to remove, obscure, or alter any notice of patent, copyright, trademark, trade secret or other proprietary right in the Licensed Software or Customer Data. bigWebApps agrees not to mine, farm, or sell any notice of patent, copyright, trademark, trade secret or other proprietary right in the Licensed Software or Customer Data to any third party. This Agreement does not grant Licensee any rights in connection with any trademarks or service marks of bigWebApps or its customers.

7. Security

Data is stored using Microsoft SQL Server on state-of-the-art Dell file servers. All software and systems are fully compliant with up-to-date patches and are regularly serviced based on Security Updates issued by Microsoft Corporation. The transfer of sensitive data, such as password information, as appropriate, is accomplished over a secure network using MD5 security. Components of the system, where technically feasible, are redundant and fault tolerant for bigWebApps Inc. operations. All hosted data and its hosting facilities of bigWebApps Inc. are protected by an undisclosed security protocol with restricted access requiring authorization authentication.

8. Software Maintenance.

bigWebApps, Inc. shall be obligated to correct errors, or remedy defects in, or to provide modifications or enhancements to the Licensed Software in a timely manner based on the priority ratings set out in Exhibit B hereto. This further includes that the Licensee is entitled to all upgrades, patch fixes, and new available features. (SEE EXHIBIT "B" FOR DEFINITION)

9. User Registration.

Each qualified "user" of the Licensed Software will be assigned a separate registration number by bigWebApps, Inc. Licensee agrees that each registered user account will be used by one person at a time unless given authorization from bigWebApps, Inc. do so otherwise. Licensee agrees that its registered users may not use another registered user's account without the specific consent of that registered user unless given authorization from bigWebApps, Inc. to do so otherwise.

10. Warranties.

For so long as Licensee licenses the Software from bigWebApps, Inc. bigWebApps, Inc warrants that the Licensed Software will substantially conform to its documentation; provided, however, that Licensee keeps its payments to bigWebApps, Inc current.

11. DISCLAIMERS.

(a) DISCLAIMER OF WARRANTIES; LIMITATIONS OF LIABILITY. THE SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS. NEITHER BIGWEBAPPS, INC. NOR ANY SUPPLIER, LICENSOR, EMPLOYEE, AGENT, OR CONTRACTOR MAKES ANY WARRANTY WHATSOEVER REGARDING THE SOFTWARE, ANY INFORMATION, SERVICES OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE SOFTWARE, OR ANY RESULTS TO BE OBTAINED THROUGH THE USE THEREOF, AND BIGWEBAPPS, INC. HEREBY EXPRESSLY DISCLAIMS ON BEHALF OF ITSELF AND ALL SUPPLIERS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION: ANY EXPRESS OR IMPLIED WARRANTIES OF: 1)

MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; EFFORT TO ACHIEVE PURPOSE; 4) QUALITY; 5) ACCURACY; 6) NON-INFRINGEMENT; AND 7) TITLE, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT. LICENSEE FURTHER AGREES THAT BIGWEBAPPS, INC. SHALL NOT BE LIABLE TO LICENSEE, OR ANY THIRD PARTY, FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, ERROR, OMISSION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATIONS LINE FAILURE, PUBLIC INTERNET FAILURE BEYOND BIGWEBAPPS, INC. CONTROL, CURRENT LICENSEE HARDWARE AND SOFTWARE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, EXCEPT AS PROVIDED IN SECTION 11(b) HEREOF.

(b) Indemnification. Licensee agrees to indemnify, defend and hold harmless bigWebApps Inc and its affiliated entities, directors, officers and employees (each a "bigWebApps, Inc. Party") from and against any damages, losses, and liabilities incurred by bigWebApps, Inc. to the extent arising out of or relating to (i) Licensee's negligence or willful misconduct, or that of its employees, or (ii) material breach of its obligations set forth in this Agreement, except to the extent such damages, losses or liabilities are caused by the negligence or willful misconduct of any Licensee. Party.

bigWebApps, Inc. agrees to indemnify, defend and hold harmless Licensee and its affiliated entities, directors, officers and employees (each a "Licensee Party") from and against any damages, losses, and liabilities incurred by Licensee to the extent arising out of or relating to (i) bigWebApps, Inc.'s negligence or willful misconduct, or that of its employees or agents, or (ii) material breach of its obligations set forth in this Agreement, except to the extent such damages, losses or liabilities are caused by the negligence or willful misconduct of any Licensee Party. Subject to Section 11(c), in no event shall either party be liable to the other for any incidental, special or consequential damages incurred by the other party as a result of the performance or any default in the performance of their respective obligations under this Agreement.

(c) Alternative. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply. In such jurisdictions, each party's liability is limited to the greatest extent permitted by law.

12. Proprietary property of the parties.

(a) Licensee acknowledges that the Licensed Software, including all documentation, all screens and formats used in connection therewith, are the exclusive proprietary property of bigWebApps, Inc., and Licensee shall not publish, disclose, display, provide access to or otherwise make available any Licensed Software or documentation thereof, or any screens, formats, reports or printouts used, provided, produced or supplied from or in connection therewith, to any person or entity other than an employee or agent of Licensee without the prior written consent of, and on terms acceptable to, bigWebApps, Inc., which consent shall not be unreasonably withheld; provided, however, that Licensee may disclose to a governmental or regulatory agency or to customers of Licensee any information expressly prepared for disclosure to such governmental or regulatory agency or to such customer. Except as required by law, Licensee shall not disclose Licensee's use of Licensed Software in any advertising or promotional materials without the prior written consent to such use, and approval of such materials, by bigWebApps, Inc.

(b) Each party acknowledges that, pursuant to this Agreement, it shall have access to information owned by the other party which constitutes highly confidential and/or proprietary information of such other party ("Confidential Information"). Confidential Information includes, but is not limited to, any information of either party related to either party's services, operations, systems (including the Licensed Software), programs, inventions, techniques, customers, prospective customers, trade secrets, and other information of, or relating to, either party's business. Each party further acknowledges that the unauthorized disclosure of any part of the Confidential Information by the party accessing the Confidential Information ("Access Party") may result in serious injury to the party that owns the Confidential Information ("Owner Party"). The Access Party shall thus take reasonable precautions to maintain the security and confidentiality of the Confidential Information, which precautions shall not be less stringent than those employed, or that reasonably should be employed, by the Access Party to protect its own most proprietary information.

The parties agree that the term "Confidential Information" does not include information if and to the extent: (i) the information is or becomes generally available or known to the public through no fault of the Access Party; (ii) the information was already known by, or available to, the Access Party on a non-confidential basis prior to the disclosure by the Owner Party; (iii) the information is subsequently disclosed to the Access Party by a third party who is not under any obligation of confidentiality to the Owner Party; (iv) the information is required to be disclosed pursuant to an applicable law or regulation, or a judicial process, government investigation, legal proceeding or other similar process; or (v) the information has already been or is hereafter independently acquired or developed by the Access Party without violating any confidentiality agreement or other similar obligation. If the Access Party is required to disclose the Confidential Information of the Owner Party as part of a judicial process, government investigation, legal proceeding, or other similar process, the Access Party, if it is reasonably possible to do so, shall give such prior written notice to the Owner Party to allow the Owner Party to seek an appropriate protective order or modification of any disclosure.

(c) This License Agreement and the terms hereof are confidential, and no information concerning the same shall be disclosed without written consent of the parties, except as may be necessary to conform to generally accepted accounting principles and/or to comply with applicable laws and regulations.

(d) The obligations of this Paragraph 12 shall survive termination of this Agreement. Each party understands that the unauthorized publication, disclosure or use by the Access Party of any Confidential Information of the Owner Party may cause irreparable harm to the Owner Party for which there is no adequate remedy at law. Each party therefore agrees that in the event of such unauthorized disclosure or use, the Owner Party may, at its discretion and at the Access Party's expense, terminate this Agreement, obtain immediate injunctive relief in a court of competent jurisdiction, or take such other steps provided for in this Agreement as it deems necessary to protect its rights. If the Owner Party, in its reasonable, good faith judgment, determines that there is a material risk of such unauthorized disclosure or use, it may demand immediate assurances, satisfactory to the Owner Party, that there will be no such unauthorized disclosure or use. In the absence of such assurance, the Owner Party may take such steps provided for in this Agreement as it deems necessary and may, in addition, terminate this Agreement, but only after submitting the controversy to mediation pursuant to paragraph 12(a).

13. Dispute Resolution.

(a) Any dispute between the parties arising under or relating to this Agreement that cannot be resolved by the parties themselves shall be submitted to mediation, administered by and conducted in accordance with the Rules of Commercial Mediation of the American Arbitration Association ("AAA"). Any mediation proceeding under this Agreement shall be conducted in Hidalgo County. The Mediation shall be conducted by a mutually acceptable mediator to be chosen by the parties. Neither party may unreasonably withhold consent to the selection of a mediator. However, if the parties are unable to reach an agreement on the selection of the mediator, the AAA will select the mediator. Each party will bear its own costs in the mediation, including attorneys' fees, and one-half the cost of the mediator.

14. General

(a) Waiver of Breach. The fact that one party excuses or overlooks a breach of any provision of this Agreement by the other party does not mean that such party excuses any other breach or waives its right to remedy any other breach by the other party.

(b) Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party or its successor.

(c) Governing Law. This Agreement shall be applied and construed according to the laws of the State of Texas without regard to conflicts of laws provisions thereof. If any provision of this Agreement is found to be illegal or unenforceable, then, notwithstanding such finding, this Agreement shall remain in full force and effect and such provision shall be deemed stricken. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees, unless otherwise specified herein.

- (e) Jurisdiction. By entering this Agreement, each party agrees to and does hereby submit to the personal jurisdiction of the courts in or for the State of Texas in the event any legal action is commenced by either party or its successor to enforce any rights arising hereunder.
- (f) Headings. The headings in this Agreement are for convenience only and shall not be used to alter or limit the interpretation of any provision hereof.
- (g) Entire Agreement. This Agreement, together with all schedules, exhibits and amendments hereto, constitute the entire agreement of the parties and supersede all prior discussion, correspondence and agreements between them with respect to the subject matter hereof. No modifications of this Agreement shall be effective unless the same is in writing and signed by both parties.
- (h) Joint and Several Obligations. All Licensee payment obligations shall be made on the basis of joint and several liability for such obligations. Licensee agrees that it has received adequate consideration in connection with the respective obligations hereunder.
- (i) Counterparts. This Agreement may be executed in multiple counterparts, which together shall constitute one and the same Agreement.
- (j) Notices. Any notice given under this Agreement shall be given in writing, and sent by hand delivery, facsimile transmission (receipt confirmed), overnight courier that provides confirmation of delivery, or certified mail, return receipt requested, to the applicable party at its stated location of business.

15. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

EXHIBIT A

1. Description of Software:

bigWebDesk is a fully web-based ASP solution. It is designed to support and organize service requests, assets, and resources within an organization's workplace. The application replaces time and resource consuming processes such as paper-based systems, emails, faxes, or phone calls that are currently in place. bigWebDesk is a value added tool that is easily implemented into any existing infrastructure and network. Being web-based, bigWebDesk is OS independent and is compatible with any computer with an Internet connection.

2. Price and terms of Software Subscription

A. Total Annual Fee for Quote 1	\$5,594.00
A. Total Annual Fee for Quote 2	\$6,713.00

Any fees associated with payment transactions are responsibility of client.

3. Term & Term Commitment

A. Contract Term	The Agreement shall commence on the date of and end on the date of

4. Customer Installation Site

A. Site Address:	Hidalgo County 2802 S. Bus. Hwy 281 Edinburg, TX 78539

EXHIBIT B

SERVICE LEVEL AGREEMENT

- 1) **Force Majeure.** bigWebApps shall not be liable or deemed to be in default for any delay or failure in performance or interruption of any administration services resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fires, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, magnetic interference, interruptions of electric power or other utility service, unavailability of any telecommunications service or connection to any telecommunications service, computer, software, backbone or network error outside of bigWebApp's reasonable control, or any other cause beyond bigWebApps reasonable control. Barring any of the above mentioned, or other local, regional or state wide interruption in Internet Service, which may affect bigWebApps and any leased application(s), all leased applications and services available via the Internet shall be fully operative and accessible to client for a period of 99.9% percent of time within a full twelve (12) month calendar year. In the event of system interruption, bigWebApps shall exert every good faith effort to re-install and make service available to client in a timely manner. In the event that bigWebApps is unable to resolve any downtime which is within its control, client shall be refunded a pro rata portion of thirty (30) day billing fee for every hour thereafter until fully operative service is re-instated. Should service interruption result in a less than 99.9% calendar year up-time, client shall reserve the right to cancel service without penalties by providing thirty (30) days written notice to bigWebApps. bigWebApps will not be held liable for any loss of revenues or intangible lost opportunity claims as a result of system failure or downtime.
- 2) bigWebApps shall use and exert every good faith effort to remedy defects in any application within a time frame based on the service level agreement given in Figure 1. bigWebApps will provide, at a minimum, upgrades to the Licensed Software, on a quarterly basis. In the event of default of this remedy period, the release terms as defined in Section 1, Exhibit B shall be effective.

Figure 1.

Priority	Name	SLA Response	SLA Close
1 (high)	Wide Spread Service Inoperable	0d 0h 30m	0d 2h 0m
2	Localized Service Inoperable	0d 1h 0m	1d 0h 0m
3	New Account Issues	0d 1h 0m	1d 0h 0m
4	Wide Spread Service Impaired	0d 1h 0m	2d 0h 0m
5	Localized Service Impaired	0d 1h 0m	5d 0h 0m
6	General Inquiry	0d 1h 0m	0d 0h 0m
7	Upgrade on Deck	0d 0h 0m	0d 0h 0m
8	Approved Future Enhancement	0d 0h 0m	0d 0h 0m
9 (low)	Suggested Future Enhancement	0d 0h 0m	0d 0h 0m

Priority 1 - Outage in service area affecting many sites and/or machines.

Expected Response time 30 mins Expected Closure time 2 hours

Priority 2 - Outage in service affecting a single location

Expected Response time 1 hour. Expected Closure time 1 day.

Priority 3 – Issues relating to newly acquired accounts

Expected Response time 1 hour. Expected Closure time 1 day.

Priority 4 - Partial outage in service affecting many sites and/or machines.

i.e. Spelling/Grammar errors.

Expected Response time 1 hour. Expected Closure time 2 days.

Priority 5 - An impairment of service effecting a small number of users in which a reasonable work around exists. Critical job activities are operable i.e. Website updates.

Expected Response time 1 hour. Expected Closure time 5 days.

Priority 6 - General information request:

Expected Response time 1 hour. No expected Closure time

Priority 7 - New features suggestions, web site enhancements.

Expected Response time 1 day. No expected Closure time

Priority 8 - Future enhancements that have not yet been approved.

No expected Response time. No Expected Closure time

IN WITNESS WHEREOF we have set our hand as of the date first noted above.

LICENSEE

bigWebApps, Inc.

By: _____

By: Mike Clements

Title: _____

Title: bigWebApps Account Manager

Date: _____

Date: April 28, 2010

Signature: _____

Signature:  _____

**TexasOnline (Website Credit Card Transactions)
CC REGULAR**

Date: 05/11/2010
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Tax Office

Information**CAPTION**

- a. Presentation for discussion, consideration, and acceptance to utilize the "Texas Online Website's Credit Card" transactions through Electronic Clearing House, Inc. for the "Internet Vehicle Title Registration System (IVTRS)" with Texas NICUSA through the Texas Department Of Information Resources (DIR) as requested by Hidalgo County Tax Office;
- b. Presentation for discussion, consideration and approval of an amendment to the Internet Vehicle Title Registration System's Contract due to name change. Texas NICUSA is the new awarded vendor for the Texas Online's Website's Credit Card Transactions under the DIR PROGRAM.
- c. Requesting approval for the Hon. Armando Barrera Jr., Hidalgo County Tax Assessor Collector or Agent to sign and execute newly required "Payment Card Industry Data Security Standard Attestation of Compliance for Self-Assessment Questionnaire A (SAQ-A)".

BACKGROUND

Attachment is for line item C only, was not provided information for line item B (please see internal comments) and as per Ms. Gloria Guerrero from Texas Department of Motor Vehicle, original contract initiated by Texas Department of Motor Vehicles to include Hidalgo County Tax Office for compliance purposes.

Fiscal Impact

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

No fiscal impact, amendment to reflect the new awarded vendor, Texas NICUSA.

Attachments

Link: PCI FORM
Link: Memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/06/2010 01:45 PM	APRV
2	Budget & Management	Erika Zamora	05/06/2010 01:50 PM	APRV
3	Perla Lopez	Perla Lopez	05/07/2010 02:48 PM	APRV
4	Auditor's Office		05/07/2010 05:16 PM	NEW

Form Started By: Vangie Garcia

Started On: 05/05/2010 08:36 AM

Final Approval Date: 05/07/2010



Payment Card Industry (PCI) Data Security Standard

Attestation of Compliance for Self-Assessment Questionnaire A

Version 1.2

October 2008

Attestation of Compliance, SAQ A

Instructions for Submission

The merchant must complete this Attestation of Compliance as a declaration of the merchant's compliance status with the *Payment Card Industry Data Security Standard (PCI DSS) Requirements and Security Assessment Procedures*. Complete all applicable sections and refer to the submission instructions at "PCI DSS Compliance – Completion Steps" in this document.

Part 1. Qualified Security Assessor Company Information (if applicable)

Company Name:			
Lead QSA Contact Name:		Title:	
Telephone:		E-mail:	
Business Address:		City:	
State/Province:		Country:	ZIP:
URL:			

Part 2. Merchant Organization Information

Company Name:	HIDALGO COUNTY TAX COLLECTORS OFFICE	DBA(S):	2108
Contact Name:	SANTOS CASTILLEJA III	Title:	ACCOUNTANT
Telephone:	956-292-7000 EXT. 4764	E-mail:	santos.castilleja@taxoffice.co.hidalgo.tx.us
Business Address:	2802 S. US BUS. HWY 281	City:	EDINBURG
State/Province:	Texas	Country:	USA ZIP: 78539
URL:			

Part 2a. Type of merchant business (check all that apply):

- ☐ Retailer
 ☐ Telecommunication
 ☐ Grocery and Supermarkets
☐ Petroleum
 ☒ E-Commerce
 ☐ Mail/Telephone-Order
 ☒ Others (please specify): Title & Registration of Vehicles in Hidalgo County

List facilities and locations included in PCI DSS review: Edinburg Office

Part 2b. Relationships

Does your company have a relationship with one or more third-party service providers (for example, gateways, web-hosting companies, airline booking agents, loyalty program agents, etc)? ☒ Yes ☐ No

Does your company have a relationship with more than one acquirer? ☐ Yes ☒ No

Part 2c. Eligibility to Complete SAQ A

Merchant certifies eligibility to complete this shortened version of the Self-Assessment Questionnaire because:

☒	Merchant does not store, process, or transmit any cardholder data on merchant premises but relies entirely on third party service provider(s) to handle these functions;
☒	The third-party service provider(s) handling storage, processing, and/or transmission of cardholder data is confirmed to be PCI DSS compliant;
☒	Merchant does not store any cardholder data in electronic format; and
☒	If Merchant does store cardholder data, such data is only in paper reports or copies of receipts and is not received electronically.

Part 3. PCI DSS Validation

Based on the results noted in the SAQ A dated *(completion date)*, *(Merchant Company Name)* asserts the following compliance status (check one):

- ☒ **Compliant:** All sections of the PCI SAQ are complete, and all questions answered "yes," resulting in an overall **COMPLIANT** rating, thereby *(Merchant Company Name)* has demonstrated full compliance with the PCI DSS.
- ☐ **Non-Compliant:** Not all sections of the PCI SAQ are complete, or some questions are answered "no," resulting in an overall **NON-COMPLIANT** rating, thereby *(Merchant Company Name)* has not demonstrated full compliance with the PCI DSS.

Target Date for Compliance:

An entity submitting this form with a status of Non-Compliant may be required to complete the Action Plan in Part 4 of this document. *Check with your acquirer or the payment brand(s) before completing Part 4, since not all payment brands require this section.*

Part 3a. Confirmation of Compliant Status

Merchant confirms:

☒	PCI DSS Self-Assessment Questionnaire A, Version (SAQ version #), was completed according to the instructions therein.
☒	All information within the above-referenced SAQ and in this attestation fairly represents the results of my assessment.
☒	I have read the PCI DSS and I recognize that I must maintain full PCI DSS compliance at all times.

Part 3b. Merchant Acknowledgement

 Signature of Merchant Executive Officer ↑	4/29/2010 Date ↑
ARMANDO BARRERA JR. Merchant Executive Officer Name ↑	HIDALGO COUNTY TAX ASSESSOR COLLECTOR Title ↑

Merchant Company Represented ↑

Part 4. Action Plan for Non-Compliant Status

Please select the appropriate "Compliance Status" for each requirement. If you answer "NO" to any of the requirements, you are required to provide the date Company will be compliant with the requirement and a brief description of the actions being taken to meet the requirement. *Check with your acquirer or the payment brand(s) before completing Part 4, since not all payment brands require this section.*

PCI DSS Requirement	Description of Requirement	Compliance Status (Select One)		Remediation Date and Actions (If Compliance Status is "NO")
		YES	NO	
9	Restrict physical access to cardholder data	☒	☐	
12	Maintain a policy that addresses information security	☒	☐	



Office of Tax Assessor-Collector
COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

Auto License
2804 S. Bus. Hwy. 281

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2158 • Fax (956) 318-2191

Memorandum

To: Martha L. Salazar
Purchasing Agent

From: Armando Barrera Jr. *ABJ*
Tax Assessor & Collector

Date: April 29, 2010

Subject: New Vendor for TexasOnline

We would like to amend the IVTRS (Internet Vehicle Title Registration System) contract because of a change in Vendor. NICUSA will be the new vendor responsible for managing the Texas Online website's credit card transactions through Electronic Clearing House Inc. We would appreciate if this amendment can be placed for consideration and approval at the next Hidalgo County Commissioner's Court meeting. We will need the original SAQ-A stamped approved and dated by the Hidalgo County Commissioners Court.

Items to be placed on agenda:

- A. Presentation for discussion, consideration, acceptance and approval of IVTRS (Internet Vehicle Title Registration System) vendor change. NICUSA is a new vendor responsible for managing the TexasOnline website's credit card transactions. Electronic Clearing House, Inc. will be used to process payments for the new vendor. A written security policy is required by the Payment Card Industry Data Security Standard.
- B. Presentation for discussion, consideration, acceptance and approval of authority for the Hon. Armando Barrera Jr. Hidalgo County Tax Assessor Collector or Agent to sign and execute newly required Self-Assessment Questionnaire A. (SAQ-A).

HS/sc

Tax Office Sub-Stations

509 Earling Rd.
San Juan, TX 78589
(956) 283-1645
Fax (956) 283-1855

1902 Joe Stephen
Weslaco, TX 78596
(956) 973-7825
Fax (956) 973-7829

702 Breyfogle Rd.
Mission, TX 78575
(956) 581-8898
Fax (956) 580-7425

300 E. Hackberry
McAllen, TX 78501
(956) 686-6790
Fax (956) 994-0232