AI-22721 **6.D.**

Cause No. C-2483-10-B; Joel Quintanilla, et al v. Rene A. Ramirez, et al
CC REGULAR

Date:	08/31/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Cause No. C-2483-10-B; Joel Quintanilla, et al v. Rene A. Ramirez, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/27/2010 08:04 AM	APRV
2	Auditor's Office	Linda Fong	08/27/2010 05:08 PM	APRV
3	Purchasing Department		08/27/2010 05:20 PM	NEW
Form Started By: Monica Badillo			Started On: 08/26/2010 03:28 PM	
Final Approval Date: 08/27/2010				

AI-22716 **6.E.**

C-128-09-E; Eudelia Vale v. County of Hidalgo

CC REGULAR

Date:	08/31/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-128-09-E; Eudelia Vale v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/26/2010 03:25 PM	APRV
2	Auditor's Office	Linda Fong	08/27/2010 05:08 PM	APRV
3	Purchasing Department		08/27/2010 05:20 PM	NEW
Form Started By: Monica Badillo			Started On: 08/26/2010 02:11 PM	
Final Approval Date: 08/27/2010				

AI-22713 **6.F.**

CL-10-1555-E; Rosa A. Arguelles and Ana M. Cortez v. Hidalgo County, Texas Head Start

CC REGULAR

Date:	08/31/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

CL-10-1555-E; Rosa A. Arguelles and Ana M. Cortez v. Hidalgo County, Texas Head Start

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/26/2010 03:24 PM	APRV
2	Auditor's Office	Linda Fong	08/27/2010 05:07 PM	APRV
3	Purchasing Department		08/27/2010 05:20 PM	NEW
Form Started By: Monica Badillo			Started On: 08/26/2010 02:04 PM	
Final Approval Date: 08/27/2010				

AI-22722 **7.D.**

Cause No. C-2483-10-B; Joel Quintanilla, et al v. Rene A. Ramirez, et al
CC REGULAR

Date:	08/31/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

Cause No. C-2483-10-B; Joel Quintanilla, et al v. Rene A. Ramirez, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/27/2010 08:04 AM	APRV
2	Auditor's Office	Linda Fong	08/27/2010 05:09 PM	APRV
3	Purchasing Department		08/27/2010 05:20 PM	NEW
Form Started By: Monica Badillo			Started On: 08/26/2010 03:29 PM	
Final Approval Date: 08/27/2010				

AI-22717 **7.E.**

C-128-09-E; Eudelia Vale v. County of Hidalgo

CC REGULAR

Date:	08/31/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

C-128-09-E; Eudelia Vale v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/26/2010 03:25 PM	APRV
2	Auditor's Office	Linda Fong	08/27/2010 05:08 PM	APRV
3	Purchasing Department		08/27/2010 05:20 PM	NEW
Form Started By: Monica Badillo			Started On: 08/26/2010 02:12 PM	
Final Approval Date: 08/27/2010				

AI-22715 **7.F.**

CL-10-1555-E; Rosa A. Arguelles and Ana M. Cortez v. Hidalgo County, Texas Head Start

CC REGULAR

Date:	08/31/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

CL-10-1555-E; Rosa A. Arguelles and Ana M. Cortez v. Hidalgo County, Texas Head Start

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/26/2010 03:25 PM	APRV
2	Auditor's Office	Linda Fong	08/27/2010 05:07 PM	APRV
3	Purchasing Department		08/27/2010 05:20 PM	NEW
Form Started By: Monica Badillo			Started On: 08/26/2010 02:05 PM	
Final Approval Date: 08/27/2010				

AI-22688 **11.A.**

District Attorney's Office Budgets for Grant funded accounts
CC REGULAR

Date:	08/31/2010
Submitted By:	Roy Cazares, DISTRICT ATTORNEY
Submitted For:	Roy Cazares
Department:	DISTRICT ATTORNEY
Agenda Category:	District Attorney **Sub-category:** District Attorney

Information

CAPTION

1. D.A. State Supplement Grant (1281):
a. Request approval to accept the 2010-2011 D.A. State Supplement in the amount of $34,450.00.
b. Approval of Certification of Revenues as certified by the County Auditor for the D.A. State Supplement Grant.
c. Approval of 2010-2011 D.A. State Supplement (080-010) budget in the amount of $34,450.00.
d. Approval of salary schedule.

2. Crime Victim Coordinator & Liaison Grant (1281):
a. Request approval to accept the 2010-2011 Crime Victim Coordinator & Liaison Grant in the amount of $37,241.00.
b. Approval of 2010-2011 Crime Victim Coordinator & Liaison Grant (080-011) budget in the amount of $37,241.00.
c. Approval of salary schedule.

3. Border Prosecution Initiative (1281):
a. Request approval to accept the 2010-2011 Border Prosecution Grant in the amount of $100,000.00.
b. Approval of Certification of Revenues as certified by the County Auditor for the Border Prosecution Grant.
c. Approval of 2010-2011 Border Prosecution (080-012) budget in the amount of $100,000.00.
d. Approval of salary schedule.

BACKGROUND

Fund for State Supplement comes from the State, funding for Victim Coordinator comes from the Texas Attorney General and funding for the Border Prosecution budget comes from the State through El Paso County.

Certification of Revenues for 2010-2011 Crime Victim Coordinator Grant, in the total amount of $74,482.00 ($37,241.00 per year), previously certified by the County Auditor on 08/18/09.

Fiscal Impact

FISCAL YEAR: 2010-2011 **ACCT. #:** 0-1281-412-00-080-010-1-XXX

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

BUDGETARY IMPACT:

Appropriation of funds for the DA State Supplement for 2010-2011 in the amount of $34,450.00 (period covers from Sept. 1, 2010 to Aug. 31, 2011).

Revenue Acct #0-1281-334-00-080-010-1-000 " DA State Supplement Grant Revenue"

FISCAL YEAR: 2010-2011 **ACCT. #:** 0-1281-412-00-080-011-1-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $37,241.00 for the Crime Victim Coordinator Grant for FY 2011.

Revenue Acct #0-1281-334-10-080-011-1-000 "Crime Victim Coordinator Revenues"

FISCAL YEAR: 2010-2011 **ACCT. #:** 0-1281-412-00-080-012-1-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $100,000.00 for the Border Prosecution Initiative Grant.

Revenue Acct #0-1281-334-10-080-012-1-000 "CJD-BPI Revenues"

Attachments

Link: State Supplement - Cert. of Rev. Letter
Link: State Supplement Budget
Link: State Supplement - Salary Schedule
Link: State Supplement CO salary schedule
Link: Crime Victim Coordinator - Cert. of Rev. Letter
Link: Crime Victim Coordinator Budget
Link: Crime Victim Coor. - Salary Schedule
Link: Crime Victim Coor. - Co. Salary Schedule
Link: Border Prosecution - Cert. of Rev. Letter
Link: Border Prosecution Initiative Budget
Link: Border Prosecution - Salary Schedule
Link: Border Prosecution - Co. Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Erika Zamora	08/26/2010 08:01 AM	APRV
2	Sylvia Solis	Sylvia Solis	08/27/2010 01:13 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/27/2010 05:08 PM	APRV
4	Auditor's Office		08/27/2010 05:20 PM	NEW

Form Started By: Roy Cazares Started On: 08/25/2010 04:09 PM

Final Approval Date: 08/27/2010

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

August 26, 2010

The Honorable Rene A. Ramirez, County Judge
The Honorable Arturo Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Jr., Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the Apportionment Funds appropriated in the General Appropriations Act for the District Attorney. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$34,450.00	Apportionment Funds for State Appropriation Year 2011

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/26/10
Date

Linda Fong

From: Mike Escaname [mike.escaname@auditor.co.hidalgo.tx.us]
Sent: Thursday, August 26, 2010 1:40 PM
To: Linda Fong - 1st Assistant Auditor
Cc: Becky Luna - Director of Accounting
Subject: FW: Question on Office Apportionment Amount for FY 2011 - Hidalgo County - CERTIFICATION OF REVENUE NEEDED - $34,450.00
Attachments: image001.png; AI 22688 DA SUPP FY 11 CC 083110.pdf

Linda,

A Certification of Revenue is needed in the amount of $34,450.00 for the DA Supplement FY 11 program to be presented to CC next Tuesday (08/31/10).

Below is confirmation from the Texas Comptroller's Office as we never receive any official grant document on these monies since they are approved by the State legislature and are available.

Thanks,

Mike E.

From: Peter Gilfillan [mailto:Peter.Gilfillan@cpa.state.tx.us]
Sent: Thursday, August 26, 2010 9:15 AM
To: Mike Escaname
Cc: Becky Luna - Director of Accounting
Subject: RE: Question on Office Apportionment Amount for FY 2011 - Hidalgo County

Mike,

The funding will be the same for this year, and will Mr. Guerra's office will receive $34,450.

If you have any other questions, please feel free to let me know.

Thank you,

Peter Gilfillan
Budget Analyst, Judiciary
Comptroller's Judiciary Section
Texas Comptroller of Public Accounts
P.O. Box 13528
Austin, Texas 78711-3528
(512) 463-1694
(800) 531-5441 ext. 3-1694
Fax (512) 936-0132

IMPORTANT NOTICE: This communication and any attachments may contain privileged or confidential information under the Texas Public Information Act and/or applicable state and federal laws. If you have received this message in error, please notify the sender immediately.

From: Mike Escaname [mailto:mike.escaname@auditor.co.hidalgo.tx.us]
Sent: Wednesday, August 25, 2010 5:51 PM
To: Peter Gilfillan

Cc: Becky Luna - Director of Accounting
Subject: Question on Office Apportionment Amount for FY 2011 - Hidalgo County

Hello Peter:

The start of another fiscal year approaches. As with previous years, we usually ask for confirmation from your office as to the amount of **Office Apportionment funds for FY 2011** that Hidalgo County is eligible to receive.

Once again, we are in the process of presenting this information and the corresponding budget for the new fiscal year and would like to ensure the information we present is correct.

We'd appreciate if you can provide this information at your earliest convenience, but preferably by this Friday, if possible.

The bottom portion of this email is the information you provided last year for the Fiscal Year 2010 apportionment and I'm including it for reference.

Thank you in advance for your assistance.

Sincerely,

Mike Escaname
Grant Accounting Supervisor
Hidalgo County Auditor's Office
(956) 318-2511 ext. 4670

From: Peter Gilfillan [mailto:Peter.Gilfillan@cpa.state.tx.us]
Sent: Thursday, August 27, 2009 9:50 AM
To: Mike Escaname
Subject: RE: Question on Office Apportionment Amount for FY 2010

Mike,

Mr. Rene Guerra's office will be eligible to receive $34,450 in Apportionment Funds for State Appropriation Year 2010 beginning September 1, 2009.

If you have any other questions, please feel free to let us know.

Thank you,

Peter Gilfillan
Budget Analyst, Judiciary
Comptroller's Judiciary Section
Texas Comptroller of Public Accounts
P.O. Box 13528
Austin, Texas 78711-3528
(512) 463-1694

(800) 531-5441 ext. 3-1694
Fax (512) 936-0132

IMPORTANT NOTICE: This communication and any attachments may contain privileged or confidential information under the Texas Public Information Act and/or applicable state and federal laws. If you have received this message in error, please notify the sender immediately.

From: Mike Escaname [mailto:mike.escaname@auditor.co.hidalgo.tx.us]
Sent: Thursday, August 27, 2009 9:18 AM
To: Peter Gilfillan
Cc: 'Becky Luna'
Subject: Question on Office Apportionment Amount for FY 2010

Hello Mr. Gilfillan:

Since we about to start the fiscal year for 2010, I would like to ask if you can confirm the amount of **Office Apportionment funds for FY 2010** that Hidalgo County is eligible to receive.

We are in the process of presenting this information to our Commissioner's Court and would like to ensure the information is correct.

I'd appreciate if you can provide this information at your earliest convenience; but, preferably by tomorrow, if possible.

Thank you in advance.

Mike Escaname
Grant Accounting Supervisor
Hidalgo County Auditor's Office
(956) 318-2511 ext. 4670

Mike Escaname
Grant Accounting Supervisor
Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Texas 78539
(956) 318-2511 ext. 4670

The County of Hidalgo, Texas



DATE: August 31, 2010

2010

DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 0-1281-412-00-080-010-1-XXX

Contact Person: Roy Cazares **Ph#: 318-2300**

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1281-412-00-080-010-1-113	Full-Time Employees	2,000.00
0-1281-412-00-080-010-1-122	Temp P/T Employees	23,374.00
0-1281-412-00-080-010-1-220	FICA	1,941.11
0-1281-412-00-080-010-1-211	Health Insurance	300.00
0-1281-412-00-080-010-1-212	Life Insurance	5.00
0-1281-412-00-080-010-1-230	Retirement	192.00
0-1281-412-00-080-010-1-250	Unemployment Comp.	115.18
0-1281-412-00-080-010-1-601	Office & Computer Supplies	3,870.71
0-1281-412-00-080-010-1-640	Reference Materials	2,652.00
	TOTAL APPROPRIATION	34,450.00
0-1281-334-00-080-010-1-000	DA State Supplement Grant Revenue	34,450.00
	TOTAL REVENUES	34,450.00
	TOTAL BUDGET INCREASE (DECREASE)	34,450.00

REASON: 2010-2011 D.A. State Supplement Budget.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

DISTRICT ATTORNEY'S OFFICE

Budget Period: September 1, 2010 - August 31, 2011
0-1281-412-00-080-010-1
Department No.: 080

Slot	Job Title	2010-2011 Salary	FICA	Health Insurance	Life Insurance	Retirement	Unemployment	Workers' Comp.	TOTAL
T001	CLERK TYPIST	$8,091.00	$618.96	$0.00	$0.00	$0.00	$36.41	$0.00	$8,746.37
T002	CLERK TYPIST	$8,091.00	$618.96	$0.00	$0.00	$0.00	$36.41	$0.00	$8,746.37
T003	CLERK TYPIST	$7,192.00	$550.19	$0.00	$0.00	$0.00	$32.36	$0.00	$7,774.55
0004	ASSISTANT DISTRICT ATTORNEY	$2,000.00	$153.00	$300.00	$5.00	$192.00	$10.00	$0.00	$2,655.00
		$25,374.00	$1,941.11	$300.00	$5.00	$192.00	$115.18	$0.00	$27,922.29

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

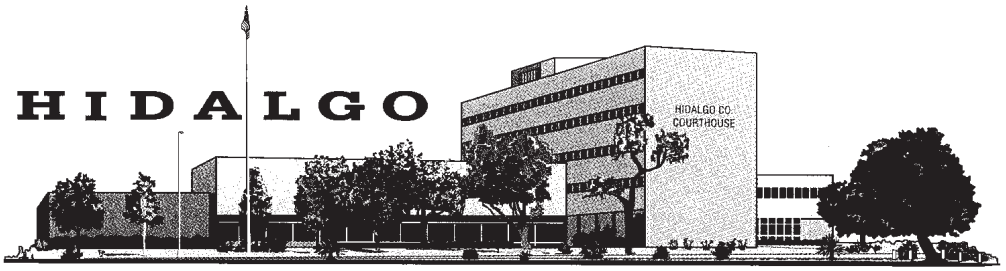
0-1281-412-00-080-010-1

AI - 22688

D.A. STATE SUPPLEMENT

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	
T001	122	CLERK I	1	0	17,636.00	8,090.00	8,091.00	0.00	0.00	0.00	0.00	0.00	8,091.00
T002	122	CLERK I	1	0	17,636.00	8,090.00	8,091.00	0.00	0.00	0.00	0.00	0.00	8,091.00
T003	122	CLERK I	1	0	17,636.00	7,192.00	7,192.00	0.00	0.00	0.00	0.00	0.00	7,192.00
0004	113	ASSISTANT DISTRICT ATTORNEY III	16	5	67,132.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
					120,040.00	23,372.00	23,374.00	0.00	0.00	0.00	0.00	0.00	23,374.00

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

August 17, 2009

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the Office of the Attorney General (OAG) for the Victim Coordinator and Liaison Grant (VCLG) program. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$74,482.00	OAG Contract No. 1014273

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8-17-09
Date

HIDALGO COUNTY DISTRICT JUDGES

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

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

NOTICE OF GRANT AWARD

July 27, 2009

The Honorable Juan D. Salinas, III
Hidalgo County District Attorney's Office
100 E. Cano, 2nd Floor
Edinburg, TX 78539

Congratulations! Your application for a Victim Coordinator and Liaison Grant (VCLG) for fiscal year (FY) 2010-2011 was reviewed by the Office of the Attorney General (OAG). We are pleased to inform you that your project is approved for a VCLG award.

THREE COPIES OF THE ENCLOSED CONTRACT MUST BE SIGNED BY THE AUTHORIZED OFFICIAL AND RETURNED TO THE FOLLOWING ADDRESS:

Office of the Attorney General
Grants Administration Division, Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Authorized Official is required to sign page 16 of all three copies of the contract provided. All three signed contracts must be returned to the OAG **on or before Thursday, August 6, 2009.**

Any delay in returning the contracts to the OAG may cause delay in the proposed effective date of September 1, 2009. Delay in returning the contracts may also be considered by the OAG as a rejection of the grant award and the OAG may deobligate funds.

After we receive the signed grant contracts, you will be assigned a Grant Manager. The Grant Manager will be your contact with our office on all matters regarding your grant. If you have any questions prior to being assigned a Grant Manager, please email OAG-Grants@oag.state.tx.us or contact Jennifer McShane at (512) 936-1278.

Sincerely,

Debra F. Owens

Debra F. Owens, Division Chief
Grants Administration Division

GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE
FOR THE STATE FISCAL YEARS 2010 AND 2011

OAG Contract No. 1014273

This contract is executed between the Office of the Attorney General (OAG) and HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE (GRANTEE) for certain grant funds. The Office of the Attorney General and HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE may be referred to in this contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the Victim Coordinator and Liaison Grant (VCLG) program is to fund the mandated positions described in the Texas Code of Criminal Procedure, Article 56.04, specifically Victim Assistance Coordinators (VAC) in prosecutor offices and Crime Victim Liaisons (CVL) in law enforcement agencies. It is intended that the grants will be awarded through a competitive selection and allocation process taking into consideration, among other criteria, the number of victims that may be served by a program. The purpose of this grant contract is to provide reasonable contractual controls to ensure that the public purposes of the grant are achieved. In addition to the duties imposed in the Texas Code of Criminal Procedure, Article 56.04 (and more specifically described in Article 56.02), VACs and CVLs are also expected to promote and educate the community and other professionals about victim rights and services in an effort to identify crime victims and provide or refer them to needed services. In general, and subject to the limitations of each specific grant contract with each VCLG Grantee, VCLG grant contracts awarded must be used for victim-related services or assistance.

SECTION 2 TERM OF THE CONTRACT

This contract shall begin on September 1, 2009 and shall terminate August 31, 2011, unless it is terminated earlier in accordance with another provision of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination of this contract.

SECTION 3 GRANTEE'S CONTRACTUAL SERVICES

3.1 GRANTEE's Compliance with the OVAG/VCLG FY 2010-2011 Grant Application Kit. GRANTEE will comply with the terms and conditions as set forth and required in the OVAG/VCLG FY 2010-2011 Grant Application Kit ("Application Kit") if not supplemented, amended or adjusted by the OAG, as acknowledged by GRANTEE.

3.2 Establishment of Final Project Budget, Targets, Outputs, Outcomes, and Special Conditions.
The OAG, at its sole discretion, establishes the initial Budget for this grant project, as reflected on the attached Exhibit A. If any adjustments were made by the OAG to GRANTEE's budget, those adjustments will be reflected on the attached Exhibit A. The final Narrative, as submitted by GRANTEE, is attached as Exhibit B. If any Special Conditions were imposed by the OAG, those provisions will be reflected on the attached Exhibit C.

The OAG, at its sole discretion, will establish the final project targets, outputs, and outcomes. In addition, the OAG, at its sole discretion, may adjust GRANTEE's budget, targets, outputs, outcomes, and/or any other items as deemed appropriate by the OAG, at any time, during the term of this contract.

SECTION 4 GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG, the applicable reports on forms as specified by the OAG. GRANTEE shall establish procedures to ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract.

GRANTEE must submit a written request by the governing body on GRANTEE's letterhead, with original signature, to change an Authorized Official. GRANTEE, by an email, fax or GRANTEE letterhead signed by the Authorized Official, may request a change to the Grant Contact.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain financial management and control systems that include appropriate financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; financial management systems, including accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allocation of costs; and timely and appropriate audits and resolution of any findings; and annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records and other information relating to services provided in accordance with applicable federal and state law, rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.2 Programmatic Reports

4.2.1 Quarterly Statistical (Performance) Reports. GRANTEE shall forward to the OAG quarterly statistical reports no later than the 30th day of each month following the end of the quarter. The four quarters end on the last day of the month of November, February, May and August. Accordingly, quarterly statistical reports, for each quarter, are due on or before December 30, 2009, March 30, 2010, June 30, 2010, September 30, 2010, December 30, 2010, March 30, 2011, June 30, 2011 and continuing until the last quarterly statistical report which is due on or before September 30, 2011.

Contents of Quarterly Statistical Reports. The quarterly statistical reports shall contain, at a minimum, information on the following statistical measures:

a. Targets as established by the OAG;

b. Outputs and Outcomes as established by the OAG; and
c. Program Impact Narratives.

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances on the quarterly statistical report for any year-to-date performance by GRANTEE that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods, client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the annual budget for each fiscal year as shown on Exhibit A.

4.3.2 Monthly Request for Reimbursement and Financial Status Report. OVAG grant funds are paid on a cost reimbursement basis. GRANTEE will submit, each month, a monthly request for reimbursement for the actual and allowable allocable costs incurred by GRANTEE for project costs to provide services under this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs to provide the services under this contract.

The request for reimbursement will be submitted to the OAG in the form and manner as approved by the OAG and will specify the detailed and total expenses for the month, in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses. The request for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

A financial status report is required each month, whether GRANTEE has paid expenses, or is seeking reimbursement.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2010 and October 15, 2011, GRANTEE will submit fiscal year end required reports.

a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.

b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides record of the current inventory of items purchased, disposed, replaced or transferred of any equipment purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted on Exhibit C (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit – "timely" means on or before May 31, 2010 and on or before May 31, 2011 for a grantee whose fiscal year ends on August 31 of each year; otherwise, the timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract an independent CPA firm to perform an annual financial audit engagement. GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Timing of Submission of Request for Reimbursement to the OAG; Close-Out Invoice. GRANTEE is responsible for submitting bills in an accurate and timely manner, and shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month's expenses, so that they are received by the OAG on or before the twentieth (20th) day of each month, or if the 20th falls on a weekend or holiday, the next business day. The OAG will make all reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.6 Reimbursement of Actual and Allowable Costs. The OAG shall only reimburse costs incurred and paid by GRANTEE during the term of this contract. The OAG shall only reimburse GRANTEE for employee costs that are directly related to performing the responsibilities of this contract.

4.3.7 Refunds and Deductions. If the OAG determines that GRANTEE has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, GRANTEE shall refund that amount of the OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owed to GRANTEE, as a reimbursement, but not yet paid by the OAG to GRANTEE. The OAG may choose to require a payment directly from GRANTEE rather than offset and deduct a specified amount. GRANTEE shall refund any

overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment or assets, which is available to the OAG at all times upon request.

GRANTEE will administer a program of maintenance, repair, and protection of equipment or assets under this contract so as to ensure the full availability and usefulness of such equipment or assets. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said equipment or assets.

To the extent that the OAG reimburses GRANTEE for its purchase of equipment and supplies with funds from this contract, GRANTEE agrees that upon termination of the contract, title to or ownership of all such purchased equipment and supplies, at the sole option of the OAG, shall remain with the OAG.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

SECTION 5 OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG for each fiscal year is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

5.3 Reimbursement of Grantee Expenses. The OAG shall be liable to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all

terms, conditions and provisions of this crisis.

SECTION 6 TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract in whole or in part, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by it nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonable be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4.2.1; 4.2.2; 4.2.3; 4.3.2; 4.3.3; 4.3.4; 4.3.5; 4.3.7; 4.3.8; Section 7; Section 11.1; 11.2; 11.3; 11.10; 11.11; Section 12.

SECTION 7 AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records to support its charges, procedures, and performances to the OAG for all work related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention. GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of the system by tracing the activities of individuals through the system. GRANTEE's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. GRANTEE shall grant access to and make available copies of all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with the applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any contractor to discharge GRANTEE's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

7.5 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

SECTION 8 SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, reports or notices, except financial reports specified below, must be submitted via email to:

OAG-Grants@oag.state.tx.us

If requested or approved by the OAG, other programmatic reports, may be submitted to:

Program Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports and Information). All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@oag.state.tx.us

SECTION 9 CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies with GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information, may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on

financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withhold or suspend funding, offset previous reimbursements, require repayment, disallow claims for reimbursement, reduce funding, terminate this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10 GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Governor's Budget and Planning Office. GRANTEE agrees to comply with the applicable Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122 relating to cost principles; OMB Circular 1-110 relating to administrative Requirements; and OMB Circular 1-133 relating to audit requirements. GRANTEE also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart A, ___14, State Assurances. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable OMB circulars, return of grant funds in the event of loss or misuse, and conflict of interest.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE, and follow OAG fiscal management policies and procedures in

processing and submitting for reimbursement GRANTEE's billing and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract.

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, Texas Comptroller of Public Accounts and related Federal governmental bodies related to GRANTEE's right to conduct it business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws.

SECTION 11 SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of their contractors shall be considered to be solely the employees or agents of GRANTEE or the contractors. GRANTEE or contractors shall be responsible for ensuring that there is payment of any and all appropriate payments, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties and GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of their actions or performance under this contract. GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining the written consent from the OAG. This section is not intended and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and GRANTEE hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the OVAG grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE

and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment. In the event OAG approves subcontracting or assignment by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this contract to the extent compliance is needed to support GRANTEE's compliance with this contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s).

11.8 No Grants to Certain Organizations. Consistent with Rider 12, in S.B. 1, Article I, Strategy C.1.2, Victims Assistance, 81st Leg. Reg. Sess. (2009), GRANTEE confirms that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts, the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

11.11 Limitation on Civil Legal Services Providers. If GRANTEE is a provider of civil legal services to victims of crime, GRANTEE will comply with the following:

11.11.1 Services to Indigent Clients. GRANTEE shall provide victim-related civil legal services directly to indigent victims, indigent immediate family members of indigent victims, or indigent claimants. "Indigent" means an individual who earns not more than 187 ½% of the federal poverty

guidelines published by the United States Department of Health and Human Services. Victims, immediate family members of victims and claimants are defined in Article 56.32 of the Code of Criminal Procedure.

11.11.2 Eligibility Screening. GRANTEE shall conduct eligibility screening for each individual seeking victim-related civil legal services. GRANTEE agrees to use the intake screening form supplied by the OAG. A copy of all intake screening forms shall be maintained by GRANTEE in a central location and shall be made available to the OAG or any party the OAG determines should have access to the documents at any reasonable time.

11.11.3 No Cases Resulting in Fees. OVAG funds to organizations to provide legal services to the victims of crime, immediate family members or claimants in civil matters may not be used for any case or matter that, if undertaken on behalf of an indigent person by an attorney in private practice, might reasonably be expected to result in payment of a fee for legal services from an award to a client from public funds, or from the opposing party.

The above provisions of shall not be applicable in any case where the organization receiving funds granted by the Foundation determines in good faith that the indigent person seeking legal assistance has made reasonable efforts to obtain the services of an attorney in private practice for the particular matter (including contacting attorneys in private practice in the county of residence of the indigent person who normally accept cases of a similar nature), and has been unable to obtain such services because the potential fee is inadequate, is likely to be uncollectible, would substantially consume any recovery by the client, or because of any other reason which the organization, acting in good faith, believes prevents the client from obtaining the services of a private attorney.

11.11.4 Other Restrictions. OVAG funds shall not be used to directly fund class action suits, lawsuits against governmental entities, or lobbying for or against any candidate or issue.

OVAG funds may be used to support a lawsuit brought by an individual, solely on behalf of the individual or the individual's dependent or ward, to compel a governmental entity to provide benefits that the individual or the individual's dependent or ward is expressly eligible to receive, by statute or regulation, including social security benefits, temporary assistance to needy families, financial assistance under Chapter 31, Human Resources Code, food stamps, special education for persons with disabilities, Medicare, Medicaid, subsidized or public housing, and other economic, shelter or medical benefits provided by a government directly to an indigent individual, but not to support a claim for actual or punitive damages.

11.11.5 Cooperation and Collaboration. GRANTEE will cooperate and collaborate in their service areas with (a) all other organizations providing civil legal services to the indigent, (b) the local organized bar, (c) relevant social and human service organizations, (d) relevant governmental agencies, and (e) other organizations that specifically provide victim related services.

11.11.6 Professional Conduct. In accepting and pursuing matters for clients, GRANTEE shall adhere to the Texas Disciplinary Rules of Professional Conduct and the Texas Rules of Disciplinary Procedure and any other code or rules of professional responsibility adopted by this state for attorneys and should exercise reasonable prudent judgment and consider all relevant factors, including the legal merits and the economic and practical value of the matter.

11.11.7 Retainer Agreements and Private Referrals. Except for matters involving limited advice and brief services (e.g. clinics, hotlines, and similar services), each grantee shall execute a written retainer agreement, or letter of engagement, containing appropriate provisions for withdrawal of representation, with each client who receives legal services from the grantee. For cases that are referred by grantees to private attorneys, the grantee shall make available to the accepting attorney a standard form retainer agreement which may be modified based on agreement between the attorney and client.

The OAG, at its sole discretion, may further limit, authorize or define the scope of permitted legal services by GRANTEE.

SECTION 12 CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, including All Exhibits. This contract, including all exhibits reflect the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that

party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

OFFICE OF THE ATTORNEY GENERAL

_____

Printed Name: _____
Office of the Attorney General

Date: _____

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

_____

Printed Name: Juan D. Salinas, III
Authorized Official

Date: 8/4/09

EXHIBIT A

GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE FOR THE STATE FISCAL YEARS 2010 AND 2011

OAG Contract No. 1014273

Maximum Liability of the OAG for Each Fiscal Year. The OAG and GRANTEE stipulate and agree that the total liability of the OAG to GRANTEE directly or indirectly arising out of this contract and in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance herein, shall not exceed the following:

For State Fiscal Year 2010 (September 1, 2009 to August 31, 2010), the total amount of this contract shall not exceed **Thirty-Seven Thousand Two Hundred Forty-One And 00/100 ($37,241) DOLLARS.**

For State Fiscal Year 2011 (September 1, 2010 to August 31, 2011), the total amount of this contract shall not exceed **Thirty-Seven Thousand Two Hundred Forty-One And 00/100 ($37,241) DOLLARS.**

State Fiscal Years 2010 and 2011 Budget. Subject to the limitations within this contract, for State Fiscal Year 2010 (September 1, 2009 to August 31, 2010) and State Fiscal Year 2011 (September 1, 2010 to August 31, 2011) the OAG will reimburse GRANTEE for actual allowable and allocable costs paid according to the following amounts and budget categories:

Budget Category	**FY 2010**	**FY 2011**
Personnel	$37,241	$37,241
Fringe Benefits	$0	$0
Professional & Consultant Services	$0	$0
Travel	$0	$0
Equipment	$0	$0
Supplies	$0	$0
Other Direct Operating Expenses	$0	$0
Total	**$37,241**	**$37,241**

Exhibit A contains the initial budget for this contract. In addition to other reasons, prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

Any change to the maximum liability of the OAG must be supported by a written amendment to this contract. The Parties stipulate and agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, without first executing a written amendment to this contract and specifically amending this provision. The Parties acknowledge and agree that nothing in this contract will be interpreted to create an obligation or liability in excess of the funds currently stated in this contract.

The Parties stipulate and agree that funding for this contract is subject to the actual receipt of state or federal funding appropriated by the Texas Legislature for this purpose and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. The Parties further stipulate and agree that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to the OAG for the purpose of this contract.

EXHIBIT B

GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE FOR THE STATE FISCAL YEARS 2010 AND 2011

OAG Contract No. 1014273

GRANT NARRATIVE

The following narrative provided by GRANTEE in its FY2010-2011 grant application applies to this contract:

The specific goal stated is the mandatory Article 56.04 as per TCCP by which the District Attorney's Office will comply: provide information on the Crime Victims Compensation program for qualified victims; assist victim filling out the Victim Impact Statement; when necessary, make referrals to other community agencies for assistance; provide written information on victims' rights;

explain the judicial and appellate process and the transition of the criminal case to its disposition; post conviction information on capital murder cases; inform victims on status of case; assist our prosecutors with victims in preparation for trial;brief incoming assistant D.A.'s of the Crime Victims' assistance program; lend assistance to any law enforcement agency needing help with victims; network with liaisons from various police departments for awareness projects, training and assistance;speak at public functions on the Bill of rights; represent the

District Attorney's Office at invited events, fairs, etc.; comply with reports required by the OAG. The District Attorney's Office is commited to serving the residents of Hidalgo county, seventh largest county in the state. Its main function is prosecuting criminals and representing its victims and the State of Texas. The funding will insure the position of the Crime Victims' Coordinator who heads the Victims' Assistance Program.

EXHIBIT C

GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE FOR THE STATE FISCAL YEARS 2010 AND 2011

OAG Contract No. 1014273

SPECIAL CONDITIONS

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- Submit targets for required Outputs that are blank on Tab D.

DATE: August 31, 2010

DEPARTMENT HEAD: Rene Guerra

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 0-1281-412-00-080-011-1-XXX

Contact Person: Roy Cazares **Ph#:** 318-2300 Ext. 758

2010
Transfer

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1281-412-00-080-011-1-113	**Full Time Employees**	**$29,681.06**
0-1281-412-00-080-011-1-211	**Health Insurance**	**$2,264.55**
0-1281-412-00-080-011-1-212	**Life Insurance**	**$27.00**
0-1281-412-00-080-011-1-220	**Social Security Contributions**	**$2,270.60**
0-1281-412-00-080-011-1-230	**Retirement Contributions**	**$2,849.38**
0-1281-412-00-080-011-1-250	**Unemployment Compensation**	**$148.41**
	TOTAL APPROPRIATION	**37,241.00**
0-1281-334-10-080-011-1-000	**Crime Victim Coordinator Revenues**	**37,241.00**
	TOTAL REVENUES	**37,241.00**
	TOTAL BUDGET INCREASE (DECREASE)	**37,241.00**

REASON: Crime Victim Coordinator - 2010-2011 Budget

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

___/___/___
DATE

ATTEST COUNTY CLERK

CRIME VICTIM COORDINATOR 2010-2011

District Attorney's Office
Account Number: 0-1281-412-00-080-011-1
Budget Period: September 1, 2010 - August 31, 2011
Department No.: 080

Slot No.	Job Title	Salary	FICA	Health Insurance	Life Insurance	Retirement	Unemployment	Workers' Compensation	Travel	Total
G001	CRIME VICTIM COORDINATOR	$29,681.06	$2,270.60	$2,264.55	$27.00	$2,849.38	$148.41	$0.00	$0.00	$37,241.00
		$29,681.06	$2,270.60	$2,264.55	$27.00	$2,849.38	$148.41	$0.00	$0.00	$37,241.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1281-412-00-080-011-1

AI - 22688

CRIME VICTIM COORDINATOR

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	
G001	113	CRIME VICTIM COORDINATOR	10	3	39,707.00	29,681.00	29,681.00	0.00	0.00	0.00	0.00	0.00	29,681.00
					39,707.00	29,681.00	29,681.00	0.00	0.00	0.00	0.00	0.00	29,681.00

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

August 26, 2010

The Honorable Rene A. Ramirez, County Judge
The Honorable Arturo Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Jr., Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the County of El Paso, Texas. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$100,000.00	Border Prosecutor Unit (BPU) Grant

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/26/10
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-21387 **12.A.**

Approval of revised Memorandum of Understanding
CC REGULAR

Date: 06/01/2010
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Submitted For: Roy Cazares
Department: DISTRICT ATTORNEY
Agenda Category: District Attorney

Information

CAPTION

Discussion, consideration, and action on revised Memorandum of Understanding between Hidalgo County Criminal District Attorney and the County of El Paso regarding the Border Prosecutor Unit, previously approved by Commissioners' Court on 12/22/2009.

BACKGROUND

Memorandum of Understanding revised:

-> Hidalgo County Criminal District Attorney, hereinafter called "Contractor" and NOT Hidalgo Judicial District, hereinafter called "Sub-recipient"
-> Contractor and NOT Sub-recipient
-> BPU and NOT BPA

Prior MOU along with budget setup was approved by the court on 12/22/2009.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 1281-412-00-080-012-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:

No Budgetary impact, approval on revised MOU only. Appropriation of funds (budget setup) was approved by the court on 12/22/2009.

Attachments

Link: DABPMOU

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/26/2010 01:44 PM	APRV
2	Sylvia Solis	Sylvia Solis	05/28/2010 02:39 PM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 03:53 PM	APRV
4	Purchasing Department		05/28/2010 05:12 PM	NEW

Form Started By: Roy Cazares Started On: 05/26/2010 12:11 PM
Final Approval Date: 05/28/2010

STATE OF TEXAS)
)
COUNTY OF EL PASO)

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into on the 1st day of June, 2010, by and between the Hidalgo County Criminal District Attorney, hereinafter called "Contractor", the Border Prosecutor Unit , hereinafter called "BPU" and the County of El Paso, Texas, hereinafter called "County".

WITNESSETH:

Whereas, the Office of the Governor of the State of Texas has awarded $4,000,000 in grant number 2283701 to the El Paso County District Attorney's Office, whose fiscal agent is the County of El Paso, for disbursement under the Trusted programs within the Office of the Governor for prosecution resources for districts statewide ; and

Whereas, the above named Contractor has been allocated $100,000.00 of these grant funds for the first year of the grant, to be spent in accordance with CJD guidelines and the attached Exhibit A; and

Whereas, such a consolidated effort in targeting border security by federal, state, and local law enforcement agencies, it is in all parties' best interests and that of the public and that this agreement will increase the effective and efficient functioning of all parties.

Now therefore, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained, it is mutually agreed as follows:

1.0 Duties of the Contractor.

1.1 Contractor shall submit proper application for reimbursement on the BPU project to the County through the applicable Contractor County Auditor. This application must be signed by the Contractor and the County Auditor. The application must contain the following documentation:

(a) Invoice or cancelled check copy,
(b) Documentation from an agency's computerized system, (i.e. Payroll reports)
(c) Any other documents required by law or CJD guidelines.

1.2 Contractor shall provide the County with the following prior to any expenditure of BPU grant funds:

(a) A copy of the Standard Operating Procedures of the Financial Operations for Contractor;
(b) A detailed budget of all planned expenditures of BPU grant funds; and
(c) The Contractor's signed Suspension and Debarment form.

1.3 Contractor shall provide the County with a copy of the A133 single audit for the fiscal year(s) where these funds are expended.

1.4 Contractor shall follow all federal laws and CJD guidelines concerning the appropriate expenditure and use of BPU grant funds.

1.5 Contractor's records, specific to these BPU expenditures, are subject to audit and review by the County at any time, and Contractor agrees to make such records available to the County for copy, review and/or audit.

2.0 Duties of the County.

2.1 The County shall process reimbursement requests from Contractor.

2.2 The County shall reimburse approved expenses from the BPU grant number 2283701 incurred by Contractor for the purposes of the BPU project. Reimbursement may be allowed for expenses incurred in "salary and fringe benefits", "travel", "operating", "equipment", "supplies" and "other" categories. Reimbursement payments will be issued to Contractor only after the County receives reimbursement from CJD.

3.0 Term and Termination.

This memorandum of understanding shall be effective upon its execution by all parties and shall terminate when all BPU funds awarded under this grant have been exhausted or the authority to expend these funds expires or is revoked by the Office of the Governor or federal law. The County may terminate this memorandum of understanding, without cause, upon sixty (60) days written notice to all Contractors.

Notices shall be made to:

To BPU: Border Prosecutor Unit.
ATTN: Jaime Esparza, Project Director
500 E. San Antonio, Ste 201
El Paso, TX 79901

To Contractor: Hidalgo County Criminal District Attorney
100 N. Closner, 3rd Floor
Edinburg, Texas 78539

To County: County Auditor
County of El Paso
Administrative Services Bldg.
800 E. Overland, Suite 406
El Paso, TX 79901

Witness the following signatures:

THE COUNTY OF EL PASO

Rene Ramirez
Hidalgo County Judge

BORDER PROSECUTOR UNIT

COUNTY OF EL PASO

OFFICE OF THE COUNTY AUDITOR

EDWARD A. DION, CPA, CIO
COUNTY AUDITOR
edion@epcounty.com
www.epcounty.com/auditor

County Administrative Offices
800 East Overland Street, Rm. 406
EL PASO, TEXAS 79901-2407
(915) 546-2040
(915) 546-8172 FAX

11-43

November 24, 2009

Mr. Ray Eufracio, County Auditor
Hidalgo County
P.O. Box 689
Edinburg, Texas 78540-0689

Dear Mr. Eufracio:

The Office of the Governor of the State of Texas will soon be awarding a $4,000,000 grant to the El Paso County District Attorney's Office, whose fiscal agent will be the County of El Paso. This grant is funded for disbursement under the trusted programs within the Office of the Governor for prosecution resources for districts statewide. A number of your district attorney's have called concerning the status of the grant application and the availability of funds to pay for expenses relating to the Border Prosecutor initiative.

Under the structure recommended by the Criminal Justice Division (CJD) of the Governor's office, El Paso County will be the administering County. Each of the 15 participating jurisdictions (other than El Paso County) are to be considered as subcontracting agencies. We will work from a reimbursement model, on a quarterly basis. The fiscal year began on October 1, 2009, so the first quarter expenses you incur will be billed to El Paso County after December 31, 2009. We have spoken to program staff at CJD and have received assurance that the grant award will be retroactive to cover costs incurred from October 1, 2009 forward. Your District Attorney's office will be entitled to be reimbursed for expenses incurred under the program beginning October 1, 2009.

Each of the 15 "sub-recipient jurisdictions" will need to file a budget for the funds with the El Paso County Auditor. These budgets should identify your expenditures in three categories; personnel, operating (travel, phone, office expense, etc.) and equipment. The amount of the budget reimbursable by the Governor's office grant may not exceed $100,000/fiscal year per district. Any budgets submitted that exceed this amount are advised that costs exceeding $100,000/fiscal year will not be reimbursed and are local responsibility.

Each request for reimbursement will be submitted to the local county auditor who would certify that the expenses have been incurred and ensure that adequate supporting documentation exists and is remitted to the El Paso office on a quarterly basis. I have attached a draft Memorandum of Understanding between each agency.

The Border Prosecutors Unit will be meeting next week in Ft. Worth to discuss any pending issues, approve the budgets, approve the grant application and adopt policies for the use and oversight of these funds. I will provide each of you with an update after next week's meetings as well as upon receipt of the actual grant award.

If you have any questions, please feel free to call Mr. Wallace Hardgrove at ext. 3481, whardgrove@epcounty.com, or me.

Sincerely,

Edward A. Dion
County Auditor

Attachment

DATE: August 31, 2010

DEPARTMENT HEAD: Rene Guerra

2010
Transfer

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 0-1281-412-00-080-012-1-XXX

Contact Person: Roy Cazares **Ph#:** 318-2300 Ext. 758

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1281-412-00-080-012-1-113	Full Time Employees	77,249.00
0-1281-412-00-080-012-1-115	Longevity	1,200.00
0-1281-412-00-080-012-1-118	Auto Allowance	900.00
0-1281-412-00-080-012-1-211	Health Insurance	7,200.00
0-1281-412-00-080-012-1-212	Life Insurance	54.00
0-1281-412-00-080-012-1-220	Social Security Contributions	6,070.20
0-1281-412-00-080-012-1-230	Retirement Contributions	6,966.84
0-1281-412-00-080-012-1-250	Unemployment Compensation	359.96
	TOTAL APPROPRIATION	100,000.00
0-1281-334-10-080-012-1-000	CJD-BPI Revenues	100,000.00
	TOTAL REVENUES	100,000.00
	TOTAL BUDGET INCREASE (DECREASE)	100,000.00

REASON: Border Prosecution Initiative Grant for September 1, 2010 - August 31, 2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

Border Prosecution

Hidalgo County District Attorney's Office
2010-2011 Border Prosecution Initiative
0-1281-412-00-080-012-1-XXX
Department No.: 080

SLOT	JOB TITLE	Salary	Longevity Pay	Auto Allowance	Salary & Auto Allowance	SOCIAL SECURITY 7.65%	HEALTH INSURANCE $4,164.00	LIFE INSURANCE $27.00	RETIREMENT 8.78%	UNEMPLOYMENT 0.45%	W/COMP. 0.00% INV. 0.00% COMPUTER 0.00%	TOTAL
0001	ASSISTANT DISTRICT ATTORNEY III	$60,000.00	$1,200.00	$900.00	$62,100.00	$4,750.65	$3,600.00	$27.00	$5,452.38	$279.45	$0.00	$76,209.48
0002	CLERK II	$17,249.00		$0.00	$17,249.00	$1,319.55	$3,600.00	$27.00	$1,514.46	$77.62	$0.00	$23,787.63
		$77,249.00		$900.00		$6,070.20	$7,200.00	$54.00	$6,966.84	$357.07	$0.00	$99,997.11
		$12,936.75				$989.66	$2,700.00	$20.25	$1,135.85	$58.22	$0.00	$17,840.72

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1281-412-00-080-012-1

AI - 22688

D.A. BORDER PROSECUTION INITIATIVE

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	ASSISTANT DISTRICT ATTORNEY III	16	5	67,132.00	59,452.00	60,000.00	0.00	0.00	0.00	900.00	0.00	60,900.00
0002	113	CLERK II	3	0	20,570.00	15,946.00	15,946.00	0.00	0.00	0.00	0.00	0.00	15,946.00
					87,702.00	75,398.00	75,946.00	0.00	0.00	0.00	900.00	0.00	76,846.00

AI-22677 **12.A.**

Interlocal Cooperation Agreement

CC REGULAR

Date:	08/31/2010
Submitted By:	Myra Montoya, SHERIFF DEPT.
Submitted For:	Myra Montoya
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Interlocal agreement between City of Mission, Texas and the County of Hidalgo, Texas to utilize vehicle described in Exhibit "A" in its police operations, specifically in the "Panama Unit", designated to fight street level narcotics in and around the City and County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

City shall provide for the safe keeping of the Vehicle and shall be responsible for maintenance and repair of the vehicle while in the custody of City.

City shall be responsible for providing liability insurance for the Vehicle and its drivers in accordance with County insurance requirements and shall not allow such coverage to lapse during the course of this Agreement.

Attachments

Link: Interlocal Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	08/26/2010 09:40 AM	APRV
2	Budget & Management	Erika Zamora	08/26/2010 10:08 AM	APRV
3	Manuel Chapa	Manuel Chapa	08/27/2010 01:42 PM	APRV
4	Auditor's Office		08/27/2010 05:20 PM	NEW

Form Started By: Myra Montoya Started On: 08/25/2010 12:38 PM

Final Approval Date: 08/27/2010

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

INTERLOCAL COOPERATION AGREEMENT
BETWEEN CITY OF MISSION, TEXAS
AND THE COUNTY OF HIDALGO, TEXAS

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

WITNESSETH:

WHEREAS, County acquired a vehicle as is more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Vehicle"), by Court Order under Chapter 47 of the Code of Criminal Procedure after such Vehicle was determined to be stolen;

WHEREAS, the City has requested the Vehicle to be used in its police operations, specifically in the "Panama Unit," designated to fight street level narcotics in and around the City and County;

WHEREAS, County, through its Sheriff's Office, has the Vehicle in its possession and the Vehicle is available for the City to use temporarily and such use by the City will not infringe on the effective operation of the Sheriff's Office;

WHEREAS, County would benefit from the assistance offered by City in conducting certain narcotic operations outside of City as described herein and desires to make the Vehicle available to City;

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

1. County will loan the Vehicle described in Exhibit "A" to City until such time as City no longer can effectively use the Vehicle or until such time as the County determines it has a need for such vehicle, whichever is sooner.

2. City agrees to assist County in conducting certain narcotic operations within and in the vicinity of City as requested by County and City agrees to provide such assistance at no cost to County so long as such request for assistance does not interrupt the normal operations of City's police responsibilities.

3. City shall provide for the safe keeping of the Vehicle and shall be responsible for maintenance and repair of the vehicle while in the custody of City.

4. City shall be responsible for providing liability insurance for the Vehicle and its drivers in accordance with County insurance requirements and shall not allow such coverage to lapse during the course of this Agreement.

5. To the extent permitted by law, City agrees to indemnify and hold Hidalgo County harmless, while it is in the possession of City, from any and all claims, actions, liability, and expenses caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was the City's or that of any person providing services hereunder through or for the City.

6. Either party shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice.

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

8. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

10. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

11. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall

be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

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

If to City : City of Mission, Texas
Attention: Police Chief Longoria
1201 E. 8th Street
Mission, TX 78572

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

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

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

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

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

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

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

18. **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.

19. **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 ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

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

CITY OF MISSION, TEXAS

_____
Norberto Salinas, Mayor

ATTEST:

_____
City Secretary

HIDALGO COUNTY

_____
Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By:_____
Stephen L. Crain

Exhibit "A"

WHITE 2007 CHEVROLET TAHOE K1500 4X4, VIN#GNFK13067J114358; Mileage approximately 71,500 miles.

AI-22667 **12.B.**

Sheriff's Office DEA Cooperative Agreement and Overtime

CC REGULAR

Date:	08/31/2010
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

DEA (1284):
1. Approval for acceptance of cooperative agreement between the Hidalgo County Sheriff's Office and the U.S. Department of Justice, Drug Enforcement Administration (DEA).
2. Approval of Certification of Revenues by the County Auditor for the DEA cooperative agreement for overtime.
3. Approval of appropriation of funding for overtime in the amount of $17,202.25.

BACKGROUND

Funding of overtime hours for the officer from the Hidalgo County Sheriff's Office assigned to the McAllen High Intensity Drug Trafficking Area (HIDTA) Task Force Initiative.

Funding is from date of signature of both parties to September 30, 2011.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1284-421-00-280-060-1-131

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

BUDGETARY IMPACT:

Grant period: from date of signatures through September 30, 2011

Appropriation of funds in the total amount of $17,202.25 for the DEA Grant. Funding terminates on 9-30-2011
Revenue account# 0-1284-331-10-280-060-1-000 DEA Revenues

Fringe benefits attributed to the overtime hours are to be charged to the Sheriff's Office budget (Account Number 0-1100-421-00-280-001-0-XXX).

Attachments

Link: DEA.agreement

Link: Certification of Revenues

Link: DEA.budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Pat Medina	Pat Medina	08/25/2010 11:42 AM	APRV
2	Budget & Management	Erika Zamora	08/25/2010 12:22 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/27/2010 01:27 PM	APRV
4	Rosalinda Cantu	Rosie Cantu	08/27/2010 04:08 PM	APRV
5	Auditor's Office		08/27/2010 05:20 PM	NEW

Form Started By: Emilia Uriegas

Started On: 08/25/2010 08:53 AM

Final Approval Date: 08/27/2010

COOPERATIVE AGREEMENT
BETWEEN
HIDALGO COUNTY SHERIFF'S OFFICE
AND
DRUG ENFORCEMENT ADMINISTRATION

This agreement is made this 1st day of October, 2010, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Hidalgo County Sheriff's Office (hereinafter "HCSO").

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the McAllen, Texas area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of that area, the parties hereto agree to the following:

1. The McAllen High Intensity Drug Trafficking Area (HIDTA) Task Force will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the McAllen, Texas area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

2. To accomplish the objectives of the McAllen HIDTA Task Force, the HCSO agrees to detail one (1) experienced officer(s) to the McAllen HIDTA Task Force for a period of not less than two years. During this period of assignment, the officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The officer(s) assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The officer(s) assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. 878.

5. To accomplish the objectives of the McAllen HIDTA Task Force, DEA will assign six (6) Special Agents to the Task Force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and the officer(s) assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the McAllen HIDTA Task Force, the HCSO will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. HIDTA will, subject to availability of funds, reimburse the HCSO for overtime payments made by it to HCSO officer(s) assigned to the McAllen HIDTA Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step I, Federal employee (currently $17,202.25).

7. In no event will the HCSO charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The HCSO shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The HCSO shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The HCSO shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is sooner.

10. The WPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The HCSO agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment,

Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The HCSO acknowledges that this agreement will not take effect and no Federal funds will be awarded to the HCSO by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the HCSO shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be from the date of signature by representatives of both parties to September 30, 2011. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by HCSO during the term of this agreement.

For the Drug Enforcement Administration:

_____ Date:_____

Zoran B. Yankovich, Special Agent-In-Charge

For the Hidalgo County Sheriff's Office:

_____ Date:_____

Guadalupe "**Lupe**" Trevino, Hidalgo County Sheriff

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convic-tion. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not indentified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, TX 78540

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

Guadalupe "Lupe" Trevino, Sheriff

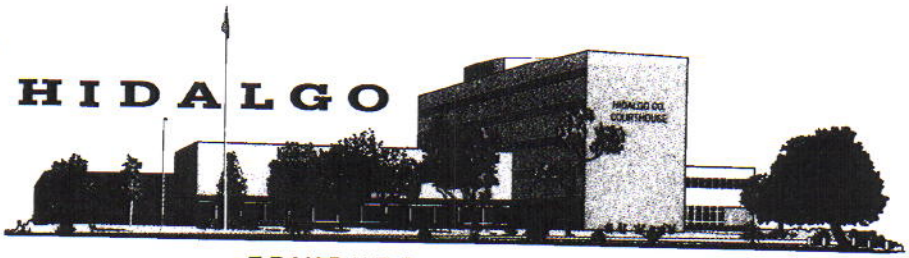
4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

*U.S. Government Printing Office: 1996 - 405-037/40014

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

August 26, 2010

The Honorable Rene A. Ramirez, County Judge
The Honorable Arturo Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Jr., Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the U.S. Department of Justice, Drug Enforcement Administration (DEA). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$17,202.25	McAllen HITDA Task Force

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/26/10
Date

DATE: August 25, 2010

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: DEA Overtime

ACCOUNT NUMBER: 0-1284-421-00-280-060-1-131

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
0-1284-421-00-280-060-1-131	Overtime Pay	17,202.25

	TOTAL APPROPRIATIONS	17,202.25
0-1284-331-10-280-060-1-000	U.S. Department of Justice--Drug Enforcement Administration	17,202.25
	TOTAL REVENUES	17,202.25

REASON: **To appropriate budget for overtime hours for officer assigned to the McAllen HIDTA Task Force.**

Funding terminates 09/30/11.

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account #0-1100-421-00-280-001-0-XXX).

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-22693 **13.B.**

OSSF Inter-local Agreement

CC REGULAR

Date:	08/31/2010
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eddie Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Authorization and approval for HCHHS to follow up with each of the municipalities and update our OSSF inter local agreement for their cities and ETJ in accordance to legal counsel

BACKGROUND

Fiscal Impact

Attachments

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/26/2010 09:18 AM	APRV
2	Manuel Chapa	Manuel Chapa	08/27/2010 01:35 PM	APRV
3	Auditor's Office		08/27/2010 05:20 PM	NEW
Form Started By: Josie Escalante			Started On: 08/25/2010 04:25 PM	
Final Approval Date: 08/27/2010				

STATE OF TEXAS

COUNTY OF HIDALGO

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF _____ AND
COUNTY OF HIDALGO, TEXAS.

WITNESSETH:

WHEREAS, City of _____ is a general law municipality created by the laws of the Texas;

WHEREAS, County is a county in the State of Texas (the “County”);

WHEREAS, City of _____ is in need of obtaining services for the inspection and permitting on-site sewage disposal systems (Septic Tanks) within its jurisdiction and desires to obtain such services from County.

WHEREAS, County has the expertise and equipment to provide certain permitting and inspection services on behalf of City of _____ as further described herein (the “Services”)

WHEREAS, both parties recognize the environmental benefits of regulating, inspecting and permitting Septic Tanks and desire to cooperate with each other to meet local and state Septic Tank requirements;

WHEREAS, City of _____ and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas government Code 791.001 et seq., (the “Act”) which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

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

1. County shall inspect Septic Tanks within the jurisdiction of City of _____ including but not limited to, performing subsoil texture test and evaluation of Septic Tank systems.

2. County shall provide all necessary equipment, materials and personnel to conduct inspections and issue permits at it sole cost and expense.

3. County shall comply with all present or future laws pertaining to the inspection and approval of sanitary sewer systems in Texas and shall enforce all rules and regulations required by the State of Texas or local applicable codes.

4. City of _____ agrees that the County shall charge and collect the following permit fees, Installation Permit eighty-five dollars zero cents $85.00 and Final Inspection Permit sixty dollars and zero cents $60.00. However, if the County conducts an inspection and a permit is not issued for any reason, the County shall be entitled to charge the amount specified from the home owner and may issue citation to the Septic

system installer for not obtaining a permit.

5. County shall not be responsible for the maintenance, upkeep or environmental compliance once an inspection and permit is issued and the County shall not be held liable for same once the Services are completed.

6. A permit applicant shall have one (1) year to construct its septic system from the date an "Authorization to Construct" is issued by the County (see Exhibit "A" attached hereto). Should construction not be completed and a final inspection conducted by County within one (1) year from the date of the "Authorization to Construct" then the County shall require a permit applicant to submit a new application and fee as described herein. Upon a successful inspection, the County shall issue a Notice of Approval to the permit applicant within approximately two (2) working days.

7. In accordance with Texas Health and Safety Code, Sec. 366.003, County shall not be liable for damages resulting from the approval of the installation and operation of a Septic Tank. County shall not be responsible for any damage to personal or real property for any septic systems within City of _____ caused by the County's inspection and permitting process described herein.

8. During the term of this Agreement, the County shall have sole exclusive rights to permit and inspect Septic Tanks within City of _____ except that the Texas Commission of Environmental Quality may override the County's authority at any time.

9. **Term**. The term of this Agreement shall commence on the date of execution of this Agreement and shall continue until the date this Agreement is terminated.

10. **Termination**. Either party may terminate this Agreement upon (30) days written notice to the non-terminating party for any reason or no reason at all.

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

12. **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.

13. **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 this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City of _____ and County and not otherwise.

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

15. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Hidalgo County: Hidalgo County Health & Human Services
Attn: Eduardo Olivarez, Chief Administrative Officer
1304 South 25th Avenue
Edinburg, Texas 78542

If to City of _____: City of _____
_____
_____

Any other 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.

16. **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.

17. **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.

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

19. **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.

20. **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.

21. **Authority to Execute.** The 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.

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

23. **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 ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of the Agreement. The parties intend this provision to be continuing right to terminate this Agreement at the expiration each budget period of each party hereto pursuant to the provisions of Tex. Loc. Gov't Code Ann. Section 271.903.

24. **Serverability.** 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 the Agreement will be deemed to have been stricken herefrom, and the remainder of this Agreement will have the same force and effect if such part or parts had never been included herein.

WITNESS THE HANDS OF THE PARTIES effective as of the____ day of_____, 2010.

CITY OF _____

_____
, Mayor

ATTEST:

_____
City Secretary

HIDALGO COUNTY, TEXAS

_____
Rene Ramirez, County Judge

ATTEST:

_____.
County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By: _____
Stephen L. Crain

AI-22661 **13.C.**

Health Division - FY 2011 Family Planning & Child FFS (SDI) Contracts

CC REGULAR

Date:	08/31/2010
Submitted By:	Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

1. FY 2011 Family Planning (SDI)
a. Request approval to accept the attached FY 2011 Family Planning (SDI) Contract #2011-036953, Attachment #001, in the amount of $244,205.00 for a total of $410,114.00 for the period 9/1/2010 to 8/31/2011.
b. Approval of Certification of Revenues as certified by the County Auditor for the Family Planning (SDI) Contract.
c. Request approval of the attached Family Planning (SDI) Contract Budget for the period 9/1/2010 to 8/31/2011 (Account # 0-1293-441-00-340-018-1-XXX).

2. FY 2011 Child Health-FFS (SDI) Contract
a. Request approval to accept the attached FY 2011 Child Health-FFS (SDI) Contract #2011-036940, Attachment #001, in the amount of $34,833.00 for a total of $444,947.00 for the period 9/1/2010 to 8/31/2011.
b. Approval of Certification of Revenues as certified by the County Auditor for the Child Health-FFS (SDI) Contract.
c. Request approval of the attached Child Health-FFS (SDI) Contract Budget for the period 9/1/2010 to 8/31/2011 (Account # 0-1293-441-00-340-018-1-XXX).

3. Approval of 2011 SDI salary schedule.

BACKGROUND

Reference
AI#22568 8-24-10 (2011-036490) 165,909.00

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1293-441-00-340-018-1-XXX

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

BUDGETARY IMPACT:

FAMILY PLANNING
Appropriation of funds in the total amount of $244,205.00 for the Family Planning - SDI Grant Contract for FY 2011. Grant period is from 9/1/10 to 8/31/11.
Revenue account# 0-1293-334-10-340-018-1-000 SDI Revenues

CHILD HEALTH FFS

Appropriation of funds in the total amount of $34,833.00 for the Child Health FFS - SDI Grant Contract for FY 2011. Grant period is from 9/1/10 to 8/31/11.

Revenue account# 0-1293-334-10-340-018-1-000 SDI Revenues

Attachments

Link: Contract #2011-036953 family planning

Link: Certification of Revenues- family planning

Link: Budget- family planning

Link: contract no. 2011-036940- child health

Link: certification of revenues- child health

Link: budget- child health

Link: SDI- COUNTY SALARY SCHEDULE

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/24/2010 03:13 PM	APRV
2	Manuel Chapa	Manuel Chapa	08/27/2010 08:48 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/27/2010 04:04 PM	APRV
4	Auditor's Office		08/27/2010 05:20 PM	NEW

Form Started By: Dan Beltran Started On: 08/24/2010 02:54 PM

Final Approval Date: 08/27/2010

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2011-036953 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $244,205.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 09/01/2010 and ends on 08/31/2011. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

      2011-036953-001 CHS-FEE FOR SERV.-FAMILY PLANNING

   c. General Provisions (Sub-recipient)
   d. Solicitation Document(s), and
   e. Contractor's response(s) to the Solicitation Document(s).
   f. Exhibits

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

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

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

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176060

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

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

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
By:_____ Signature of Authorized Official	By:_____ Signature
_____ Date	_____ Date
Bob Burnette, C.P.M., CTPM	_____ Printed Name and Title
Director, Client Services Contracting Unit	_____ Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____ City, State, Zip
(512) 458-7470	_____ Telephone Number
Bob.Burnette@dshs.state.tx.us	_____ E-mail Address for Official Correspondence

CONTRACT NO. 2011-036953
PROGRAM ATTACHMENT NO.001

CONTRACTOR: HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

DSHS PROGRAM: CHS-FEE FOR SERV.-FAMILY PLANNING

TERM: 09/01/2010 THRU: 08/31/2011

SECTION I. STATEMENT OF WORK:

Contractor shall provide, or assure the provision of, family planning services for Title V eligible clients. Contractor shall provide services approved in the Contractor's application or shall have an established referral relationship with a qualified provider of each approved service that it does not provide.

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

- Regulations applicable to Administration of Grants, 45 CFR Parts 74 & 92;
- Sterilizations, 42 CFR Part 50, Subpart B; and
- DSHS Family Planning Rules, 25 TAC, Chapter 56.

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

- DSHS Community Health Services Title V, X and XX Family Planning FY 10 Competitive Request For Proposal (RFP), # CHS-0325.1;
- Contractor's FY 10 Competitive Response, and any revisions;
- Current version of the DSHS Family Planning Policy Manual for Titles V, X, and XX;
- DSHS *Department of State Health Services Standards for Public Health Clinic Services*, revised August 2004, or latest revision;
- DSHS Core Tool On-Site Evaluation Report, revised for 2010, or latest revision, and Core Tool Monitoring Instructions, FY2010, or latest revision; and
- DSHS Title V Maternal, Child Health, Dysplasia, Family Planning On-site Evaluation Report, revised for 2010, or latest revision, and FY 2010 Monitoring Tool Instructions, or latest revision.

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

DSHS Health Service Regional Director or designee, as coordinator of regional services, will assist DSHS staff in providing direction to Contractor. DSHS personnel may, from time to time, provide technical assistance and training to Contractor. Contractor shall cooperate with DSHS staff to attain the goals of policy application, coordinated services and quality assurance.

Applicants awarded a contract for the current fiscal year shall thereby begin operations within thirty (30) days of contract execution.

All activities shall be performed in accordance with Contractor's final approved work plan.

Contractor shall perform no elective abortion procedures, shall neither contract with nor provide funds to any individual or entity for the performance of elective abortions, and shall submit no claims to DSHS for reimbursement of direct or indirect costs (including overhead, rent, phones, and utilities) for abortion procedures.

If Contractor is affiliated with an entity that performs elective abortion procedures or becomes affiliated with an entity that performs elective abortions at any time during the term of this contract:

1. Contractor and its abortion-services affiliate must be legally separate corporations, with separate articles of incorporation and separate bylaws. If Contractor is a State or local governmental entity, the abortion-services affiliate must be a legally separate organization with a separate governing structure.

2. Contractor and its abortion-services affiliate must have easily distinguishable names.

3. Contractor and its abortion-services affiliate must have separate boards of directors or governing bodies, which meet separately and maintain separate records.

4. Contractor may not transfer any funds distributed under DSHS Strategy B.1.3 to its abortion-services affiliate. Contractor must assure that its affiliated entity apportions fair value for any shared expenses or costs (including overhead, rent, phones, equipment, and utilities) in accordance with generally accepted accounting principles.

5. Contractor shall assure that any person employed part-time by Contractor and by its abortion-services affiliate shall contemporaneously maintain accurate time records, similar to time records maintained by attorneys, though not necessarily by means of an automatic recording device such as a "time clock", that clearly reflect the work performed for each employer.

6. If Contractor and its abortion-services affiliate are located at the same physical location, Contractor shall assure that the existence and separate nature of the affiliate relationship are clearly reflected by appropriate signage in areas accessible to the public.

7. Contractor and its abortion-services affiliate must each maintain records adequate to show compliance with the foregoing requirements.

If Contractor becomes affiliated with an entity that performs elective abortions at any time during the term of this contract, Contractor shall immediately provide to DSHS in writing the name and address of the affiliate and the date on which the affiliation became effective.

Eligible Population:

- Females of childbearing age, who have not had sterilization surgery or other condition resulting in sterilization and who are seeking family planning services.

- Males of reproductive age who have not had sterilization surgery or other condition resulting in sterilization and who are seeking family planning services.

Service Area: Hidalgo

Location: Multiple clinic locations identified through DSHS website at: http://www.dshs.state.tx.us/famplan/locator.shtm.

SECTION II. PERFORMANCE MEASURES:

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

1. Contractor shall provide family planning clinical services to at least 2209 unduplicated clients.

2. At least 30% of the total amount of this Program Attachment shall be for services provided by Contractor to Title V eligible individuals who are not more than twenty-one (21) years of age.

SECTION III. SOLICITATION DOCUMENT: ESBD # CHS-0325.1.

SECTION IV. RENEWALS: Contract renewals are contingent upon satisfactory performance and continued availability of funding. The contract may be renewed for up to four additional one-year (12-month) periods.

SECTION V. PAYMENT METHOD: Fee for Service

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall submit claims to the Texas Medicaid and Healthcare Partnership (TMHP) on a monthly basis for allowable services provided to Title V eligible clients. Contractors shall use the approved Family Planning 2017 Claim Form for billing family planning services to eligible clients during the claim period indicated on the billing form. Requests for payment shall be submitted to TMHP from November 1, 2009, through August 31, 2010, in a manner compatible with the Compass 21 billing system, by the 60th day after the date on which services were provided or the date of any third party insurance Explanation of Benefits form. Appeals must be submitted within 120 days of the Remittance and Status Report that indicates the claim reached a

finalized status. All requests for payment shall be submitted within 60 days of the end of the Program Attachment term.

SECTION VII. BUDGET: Fee for Service

SOURCE OF FUNDS: State

Contractor shall adhere to the current schedule of allowable services and rates located on the DSHS website at http://www.dshs.state.tx.us/famplan/contractor/default.shtm#code.

Total payments will not exceed $244,205.00.

SECTION VIII. SPECIAL PROVISIONS:

For purposes of this Program Attachment only, the following provisions shall apply:

General Provisions, **Compliance and Reporting** Article I, Section 1.03, is revised to include:

> Contractor shall submit reports as deemed necessary by DSHS upon reasonable notice to Contractor.

General Provisions, **Compliance and Reporting** Article I, Section 1.04 is revised to include:

> All individuals considered for Title V eligibility shall be screened and determined eligible using the DSHS Family Planning 2025 Combined Eligibility Form. Any other method or form for assessment of eligibility shall be approved by DSHS.

General Provisions, **Services** Article II, Section 2.05, is revised to include:

> **Co-pay:** Contractor may assess a co-pay from clients who receive services under this Program Attachment if the co-pay is assessed according to a sliding fee scale adjusted for family size and income, approved in advance by DSHS. A co-pay shall not be assessed from such clients if their family incomes are at or below 100% of the most recently defined federal poverty level. Co-pay may not exceed 25% of the authorized and approved reimbursement amount(s) for allowed services. A client shall not be denied services due to inability to pay.

General Provisions, **Services** Article II, is revised to include:

> **Pharmacy:** In order to dispense and/or provide prescription medications, e.g., birth control pills, antibiotics, etc., on site, the Contractor shall have, at a minimum, a Class D pharmacy license as provided by the Texas Pharmacy Act, Occupations Code, Chapter 560, or shall dispense and/or provide such medications in compliance with other pharmacy statutes with prior approval from DSHS.
>
> **Sterilization:** Contractor shall comply with all federal regulations applicable to sterilization procedures. Contractor shall comply also with consent procedures as

outlined in the Family Planning Policy Manual. Prior to receiving a sterilization, the client shall sign a copy of the U.S. Department of Health and Human Services (DHHS) approved sterilization consent form, and a copy of the sterilization consent form required by the Texas Medical Disclosure Panel. The original of both forms, with all required signatures (including the physician's), shall be kept in the client's medical records.

General Provisions, **Funding** Article III, Section 3.05, is revised to include:

All revenues directly generated by a Program Attachment(s) supported activity or earned only as a result of the Program Attachment(s) during the term of the Program Attachment(s) are considered program income. Program Income may be collected and retained by Contractor so long as it is used to provide services specified in the Statement of Work detailed in this Program Attachment.

General Provisions, **Payment Methods and Restrictions** Article IV, Section 4.02, is revised to include:

Contractor's contract amount under this Program Attachment is a ceiling against which it may bill, on a fee-for-service basis, for the provision of allowable family planning services to Title V eligible clients. Only allowable services provided to Title V eligible clients shall be billed against this ceiling. The current schedule of allowable services and approved rates, as well as Title V eligibility requirements, may be modified at the sole discretion of DSHS with thirty (30) days written notice to Contractor. The notice will provide Contractor with an opportunity to terminate this Program Attachment should the modification include a reduction in rates. Contractor shall have thirty (30) days from receipt of this notice to exercise the option for termination. If the Contractor does not exercise the option during the thirty (30) day time period, Contractor shall be deemed to have waived the option.

Billing Activity: DSHS shall distribute funds to maximize the delivery of authorized services to eligible clients. DSHS will monitor Contractor's billing activity. If utilization is below that projected in Contractor's contract ceiling amount, shown in SECTION II. PERFORMANCE MEASURES, Contractor's ceiling may be subject to a decrease for the remainder of the Program Attachment period. Contractor may be subject to contract ceiling amount decreases if Contractor's billing activity is less than projected. If Contractor exceeds the ceiling amount of the Program Attachment, Contractor shall continue to submit claims to TMHP for the services provided.

General Provisions, **Terms and Conditions of Payment** Article V, Section 5.04 is replaced with the following:

Contractor shall accept reimbursement or payment from DSHS and any applicable fees from clients for clinical health services as payment in full for services or goods provided to clients. Contractor shall not seek additional reimbursement or payment for services or goods from clients other than applicable fees for clinical health services.

General Provisions, **Allowable Costs and Audit Requirements** Article VI, Section 6.01 is revised to include:

> DSHS shall include in any financial audit of state funds received by Contractor under this Program Attachment, a review to ensure compliance with the requirements of Department of State Health Services Rider 69, General Appropriations Act, 81st Legislature.

General Provisions, **Access and Inspection** Article IX, Section 9.01 is revised to include:

> Contractor shall allow DSHS to conduct on-site quality assurance reviews as deemed necessary by DSHS. Unsatisfactory review findings may result in implementation of General Provisions, **Breach of Contract and Remedies for Non-Compliance** Article.

General Provisions, **Assurances and Certifications** Article XI, Section 11.01, is revised to include:

> If appropriate, Contractor certifies that neither the Contractor, nor any individual who has a direct or indirect ownership or controlling interest of 5% or more of the Contracting Agency, nor any officer, director, agent or managing employee (e.g. general manager, business manager, administrator, director, or like individual who exercises operational or managerial control over the Contractor or who directly or indirectly conducts the day-to-day business of the Contractor) is an entity or individual who:
>
> - Has been convicted of any offense under 42 U.S.C. § 1320a-7(b)(1)-(3);
> - Has had a civil monetary penalty assessed under 42 U.S.C. § 1320a and/or 42 U.S.C. § 1320a-8; or,
> - Has been excluded from participation in a program under 42 U.S.C. § 1395 *et seq.*; or under a State health care program.
>
> If the foregoing statement is not true, Contractor shall submit a disclosure/ownership form to DSHS. Contractor shall immediately notify the DSHS in writing, in the event that the foregoing statement changes during the term of this Program Attachment. A false statement regarding Contractor's status will be treated as a material misrepresentation.

General Provisions, **General Business Operations of Contractor** Article XII, Section 12.18, is revised to include:

> Contractor shall notify the Performance Management Unit, Contract Development and Support Branch, of any clinic site information changes, e.g., changes in contact person, hours of operation, address, Texas Provider Identification (TPI) number, National Provider Identification (NPI) number, and the closure, relocation, and/or opening of clinic site(s).

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant. loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature

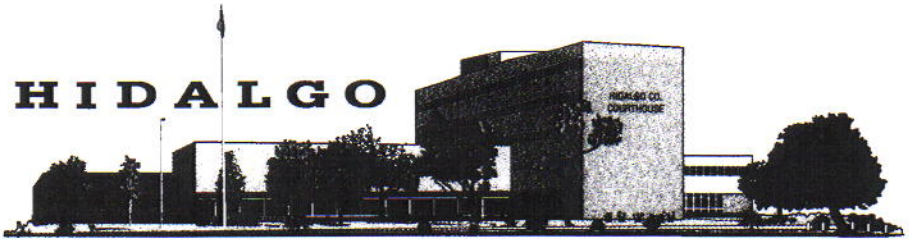
Date

Print Name of Authorized Individual

2011-036953
Application or Contract Number

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
Organization Name

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

August 26, 2010

The Honorable Rene A. Ramirez, County Judge
The Honorable Arturo Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Jr., Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$244,205.00	2011-036953-001 CHS – Fee for Service – Family Planning

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/26/10
Date

HIDALGO COUNTY DISTRICT JUDGES

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

DATE: August 24, 2010

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 0-1293-441-00-340-018-1 Family Planning Contract

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
0-1293-441-00-340-018-1-113	Regular Full-Time Employees	$ 193,610.00
0-1293-441-00-340-018-1-211	Health Insurance	$ 13,390.00
0-1293-441-00-340-018-1-220	FICA	$ 15,870.00
0-1293-441-00-340-018-1-230	Retirement	$ 20,580.00
0-1293-441-00-340-018-1-260	Worker's Compensation	$ 755.00
	TOTAL BUDGET	$ 244,205.00

INCREASE REQUEST $

Revenue Account # 0-1293-334-10-340-018-1-000 $ 244,205.00

REASON: Implement FY2011 Family Planning Budget for the period 9/1/2010 to 8/31/2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2011-036940 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $34,833.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 09/01/2010 and ends on 08/31/2011. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

      2011-036940-001 CHS - FEE FOR SERVICE

   c. General Provisions (Sub-recipient)
   d. Solicitation Document(s), and
   e. Contractor's response(s) to the Solicitation Document(s).
   f. Exhibits

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

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

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

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176060

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

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

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
By:_____ Signature of Authorized Official	By:_____ Signature
_____ Date	_____ Date
Bob Burnette, C.P.M., CTPM	_____ Printed Name and Title
Director, Client Services Contracting Unit	_____ Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____ City, State, Zip
(512) 458-7470	_____ Telephone Number
Bob.Burnette@dshs.state.tx.us	_____ E-mail Address for Official Correspondence

CONTRACT NO. 2011-036940
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000366294

CONTRACTOR: HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

DSHS PROGRAM: CHS - FEE FOR SERVICE

TERM: 09/01/2010THRU: 08/31/2011

SECTION I. STATEMENT OF WORK:

Contractor shall provide or assure the provision of child health, adolescent dysplasia, and/or dental services that include screening and eligibility determination, direct clinical and/or dental services, laboratory services and appropriate referrals as necessary. Contractor shall provide services approved in the Contractor's application or shall have an established referral relationship with a qualified provider of each approved service, which it does not provide.

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

- Title V of the Social Security Act, 42 USC § 701, *et seq.*

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

- DSHS FY11 Competitive Request for Proposal (RFP) for Title V Fee for Services Contracts Child Health and Dental Services, Prenatal Services, Genetic Services;
- Contractor's Response to FY11 Competitive RFP for Title V Fee for Services Contracts Child Health and Dental Services, Prenatal Services, Genetic Services and any revisions;
- Current Policies and Procedures Manual for Title V Child Health and Dental Fee for Service and Title V Prenatal Fee for Service;
- DSHS *Department of State Health Services Standards for Public Health Clinic Services*, revised August 2004, or latest revision;
- DSHS Core Tool On-Site Evaluation Report, revised for 2011, and Core Tool Monitoring Instructions, FY2011; or latest revision; and
- DSHS Title V Maternal, Child Health, Dysplasia, Family Planning On-site Evaluation Report, revised for 2011, and Title V Tool Monitoring Instructions, FY2011; or latest revision.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), Contractor shall inform DSHS Program, in writing, if it shall not continue performance under this Program

Attachment in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Applicants awarded a contract for the current fiscal year shall thereby begin operations within thirty (30) days of contract execution.

All activities must be performed in accordance with Contractor's final approved work plan.

DSHS Health Service Regional Director or designee, as coordinator of regional services, will assist DSHS staff in providing direction to Contractor. DSHS personnel may, from time to time, provide technical assistance and training to Contractor. Contractor shall cooperate with DSHS staff to attain the goals of policy application, coordinated services, and quality assurance.

Eligible Population:

To be eligible for Title V Child Health and Dental Services, an individual must be:

- An infant not more than eleven (11) months of age,
- A child or adolescent one (1) through twenty-one (21) years of age,
- A Texas resident,
- In financial need based on a gross family income at or below 185% of the most recent Federal Poverty Level, and
- Ineligible for other programs/benefits providing the same services.

Children and adolescents who would otherwise meet Title V eligibility requirements, shall also be regarded as potentially Title V eligible. Individual client eligibility will be determined on an annual basis, and at other times as necessary, based upon change in pregnancy status or income.

Service Area: Hidalgo

Location: Multiple clinic locations identified through the DSHS website at: http://www.dshs.state.tx.us/mch/fee/locate_services.shtm.

SECTION II. PERFORMANCE MEASURES:

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

- Contractor shall provide child health and/or dental services to at least 410 unduplicated clients.

- At least 80% of the total amount of this Program Attachment shall be for services provided to Title V eligible individuals ages one (1) through twenty-one (21) by Contractor.

- Not more than 20% of the total amount of this Program Attachment shall be for services provided to Title V eligible individuals who are not more than eleven (11) months of age.

- Contractor shall screen 100% of individuals considered for Title V eligibility with a DSHS-approved screening process, and refer to other programs and funding sources as appropriate.

SECTION III. SOLICITATION DOCUMENT:

Request for Proposal for Title V Fee for Services Contracts - Child Health & Dental Services, Prenatal Services, and Genetic Services issued on April 6, 2010, RFP #DFCHS-0388.1

SECTION IV. RENEWALS:

Contract renewals are contingent upon satisfactory performance and continued availability of funding. The contract may be renewed for up to four (4) additional twelve- (12) month periods.

SECTION V. PAYMENT METHOD: Fee-for-Service

SECTION VI. BILLING INSTRUCTIONS:

Within 30 days following the end of the month, Contractor shall request payment using the Monthly Reimbursement Request (MRR), for Title V Fee for Service Program (Form #EF21-12005). With each MRR, contractor shall submit the following acceptable supporting documentation for reimbursement of the required services/deliverables:

- Title V Maternal-Child Services Report (Child Health & Dental) – 185 (Form EF21-12005);
- Title V Maternal-Child Services Report – 186 (Child Health & Dental) (Form EF21-12005); and
- Monthly Aggregate Activity Report (Form EF21-12005). Each report shall detail the total unduplicated number of clients seen for the first time within a service category type during the contract period by age, and race/ethnicity. Billing requests will not be processed for payment by DSHS unless accompanied by a complete corresponding aggregate report.

MRRs and supporting documentation shall either be emailed to the Family and Community Health Services Division, Performance Management Unit, Contract Development & Support Branch (CDSB) at cdsb@dshs.state.tx.us, or faxed to CDSB at: (512) 458-7235.

MRRs shall be emailed also to the DSHS Claims Processing Unit (CPU) at invoices@dshs.state.tx.us, or faxed to CPU at (512) 458-7442.

MRRs shall be submitted each month even if there are zero expenditures. MRRs are submitted each month for actual expenditures of the program even if the contract limit has been reached.

Contractor shall request payment from DSHS as directed by the Policies and Procedures Manual for Title V Child Health and Dental Fee for Service and Title V Prenatal Fee for Services whether via voucher or a web-based system.

No later than 60 days after the end of the Program Attachment term, Contractor shall submit the final Request for Advance or Reimbursement Form 270 (DSHS Form GC-10). The original, signed version of Form 270 shall be mailed to the DSHS CPU at:

Department of State Health Services
Claims Processing Unit, Mail Code 1940
P.O. Box 149347
Austin, TX 78714-9347

Form 270 shall be emailed also to CDSB at cdsb@dshs.state.tx.us.

SECTION VII. BUDGET: Fee for Service

SOURCE OF FUNDS: CFDA # 93.994; State

Contractor shall adhere to the current schedule of allowable services and rates as referenced in the Policies and Procedures Manual for Title V Child Health and Dental Fee for Service and Title V Prenatal Fee for Service.

Total payments will not exceed $34,833.00

SECTION VIII. SPECIAL PROVISIONS:

For purposes of this Program Attachment only, the following provisions shall apply:

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

Contractor shall report to DSHS using established reports as directed by the Policies and Procedures Manual for Title V Child Health and Dental Fee for Service and Title V Prenatal Fee for Service, and other data and/or reports deemed necessary by DSHS, upon reasonable notice to Contractor.

Eligibility: All individuals considered for Title V eligibility must be screened and determined eligible using a DSHS or Title V program-approved screening process as updated in the spring of each year when federal poverty levels and eligibility determination forms are revised.

General Provisions, **Services** Article II, is revised to include:

Co-pay: Contractor may assess a co-pay from clients who receive services under this Program Attachment. A co-pay shall not be assessed from such clients if their family income is at or below 100% of the most recently defined federal poverty level. A co-pay assessment shall not exceed 25% of the authorized and approved reimbursement amount for allowed services. A client shall not be denied services due to inability to pay.

Contractor shall make reasonable efforts to investigate and apply for all other sources of third party funding available to, or identified by, the client before submitting claims for allowable costs.

General Provisions, **Funding** Article III, is revised to include:

Program Income may be collected and retained by Contractor so long as it is used to provide services specified in the scope of work detailed in this Program Attachment. The use of Program Income shall be reported on the monthly billing vouchers for services provided to Title V eligible clients.

General Provisions, **Payment Methods and Restrictions** Article IV, Section 4.02 is revised to include:

Contractor's contract amount under this Program Attachment is a ceiling against which it may bill, on a fee-for-service basis, for the provision of allowable services to Title V eligible clients. Only allowable services provided to Title V eligible clients may be billed against this ceiling. The current schedule of allowable services and rates, as well as Title V eligibility requirements, may be modified at the sole discretion of DSHS with thirty (30) days written notice to Contractor. The notice will provide Contractor with an opportunity to terminate this Program Attachment should the modification include a reduction in rates. Contractor shall have thirty (30) days from receipt of this notice to exercise the option for termination. If the Contractor does not exercise the option during the thirty (30) day time period, Contractor shall be deemed to have waived the option.

A Request for "Advance or Reimbursement", Form 270 (Form GC-10), or the form specified in the Contractor's Financial Procedures Manual, is due no later than sixty (60) days after the end of the Program Attachment term. This report shall be marked "Final".

Billing Requirements: Contractor shall bill DSHS on a monthly basis for allowable services provided to Title V eligible clients. Bills for all allowable services shall be submitted as aggregate activity reports with a DSHS Monthly Reimbursement Request and shall not refer to or identify individual clients. Contractor shall bill within thirty (30) days after the end of the month in which services were provided or within sixty (60) days in cases of potentially Medicaid eligible individuals who are denied eligibility by the Health and Human Services Commission. All bills shall be submitted within sixty (60) days of the end of the Program Attachment term.

In billing DSHS, Contractor shall certify that all billed services have been provided only to individuals who have been determined to be eligible for Title V services. DSHS will pay Contractor for all acceptable vouchers submitted up to Contractor's contract ceiling amount. Billing vouchers submitted outside of the timeframes indicated above shall be subject to disallowance.

Billing Activity: DSHS shall distribute funds in a way that will maximize the delivery of authorized services to eligible clients. DSHS will monitor Contractor's billing activity. If utilization is below that projected in Contractor's contract ceiling amount, shown in SECTION VII. BUDGET, Contractor's ceiling may be subject to a decrease for the remainder of the Program Attachment period. Contractor may be subject to contract ceiling amount decreases if Contractor's billing activity is less than projected.

DSHS may pay for additional services as specified in this Program Attachment if provided by Contractor during the term of this Program Attachment (but not otherwise paid during the term of this Program Attachment) if it is in the best interest of the State and the DSHS Program to do so, and if funds are available. If Contractor exceeds the ceiling amount of the Program Attachment, Contractor shall continue to bill DSHS for the services provided. DSHS may pay for these additional services if funds become available at a later date.

General Provisions, **Terms and Conditions of Payment** Article V, is replaced with the following:

Contractor shall accept reimbursement or payment from DSHS and any applicable fees from clients for clinical health services as payment in full for services or goods provided to clients. Contractor shall not seek additional reimbursement or payment for services or goods from clients other than applicable fees for clinical health services.

General Provisions, **Access and Inspection** Article IX, is revised to include:

Contractor shall allow DSHS to conduct on-site quality assurance reviews as deemed necessary by DSHS. Unsatisfactory review findings may result in implementation of General Provisions, **Breach of Contract and Remedies for Non-Compliance** Article XIV.

General Provisions, **Assurances and Certifications** Article XI, is revised to include:

If appropriate, Contractor certifies that neither the Contractor, nor any individual who has a direct or indirect ownership or controlling interest of 5% or more of the Contracting Agency, nor any officer, director, agent or managing employee (e.g. general manager, business manager, administrator, director, or like individual who exercises operational or managerial control over the Contractor or who directly or indirectly conducts the day-to-day business of the Contractor is an entity or individual who:

- Has been convicted of any offense under 42 U.S.C. § 1320a-7(b)(1)-(3);
- Has had a civil monetary penalty assessed under 42 U.S.C. § 1320a and/or 42 U.S.C. §

1320a-8; or,

- Has been excluded from participation in a program under 42 U.S.C. § 1395 *et seq.*; or under a State health care program.

If the foregoing statement is not true, Contractor shall submit a disclosure/ownership form to DSHS. Contractor shall immediately notify the DSHS in writing, in the event that the foregoing statement changes during the term of this Program Attachment. A false statement regarding Contractor's status will be treated as a material misrepresentation.

General Provisions, **General Business Operations of Contractor** Article XII, is revised to include:

Contractor shall notify the Contract Development and Support Branch in writing of any clinic site information changes, e.g., changes in contact person, hours of operation, address, Texas Provider Identification (TPI) number, National Provider Identification (NPI) number, the closure, relocation, and/or opening of clinic site(s).

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

August 26, 2010

The Honorable Rene A. Ramirez, County Judge
The Honorable Arturo Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Jr., Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$34,833.00	2011-036940-001 CHS – Fee for Service

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

Date 8/26/10

HIDALGO COUNTY DISTRICT JUDGES

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

DATE: August 25, 2010

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 0-1293-441-00-340-018-1 Child Health-FFS Contract

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
0-1293-441-00-340-018-1-113	Regular Full-Time Employees	$ 19,374.00
0-1293-441-00-340-018-1-211	Health Insurance	$ 4,157.00
0-1293-441-00-340-018-1-220	FICA	$ 1,482.11
0-1293-441-00-340-018-1-230	Retirement	$ 1,728.16
0-1293-441-00-340-018-1-250	Unemployment Compensation	$ 96.87
0-1293-441-00-340-018-1-601	Office & Computer Supplies	$ 7,994.86
	TOTAL BUDGET	$ 34,833.00

INCREASE REQUEST $

Revenue Account # 0-1293-334-10-340-018-1-000 $ 34,833.00

REASON: Implement FY2011 Child Health-FFS Budget for the period 9/1/2010 to 8/31/2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1293-441-00-340-018-1

AI - 22661

SDI

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	
G003	113	REGISTERED NURSE III	14	4	55,788.00	48,217.00	48,217.00	0.00	0.00	0.00	0.00	0.00	48,217.00
G004	113	REGISTERED NURSE III	14	4	55,788.00	48,217.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G005	113	REGISTERED NURSE III	14	4	55,788.00	48,214.00	48,214.00	0.00	0.00	0.00	0.00	0.00	48,214.00
G007	113	BILLING SUPERVISOR	11	3	42,884.00	38,080.00	38,080.00	0.00	0.00	0.00	0.00	0.00	38,080.00
G008	113	SOCIAL WORKER	11	1	40,078.00	35,397.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G009	113	SOCIAL WORKER	11	4	44,287.00	35,397.00	35,397.00	0.00	0.00	0.00	0.00	0.00	35,397.00
G011	113	MAINTENANCE II	3	4	23,927.00	21,436.00	21,436.00	0.00	0.00	0.00	0.00	0.00	21,436.00
G012	113	CLERK III	5	1	25,256.00	21,257.00	21,257.00	0.00	0.00	0.00	0.00	0.00	21,257.00
G013	113	CLERK III	5	1	25,256.00	20,250.00	20,250.00	0.00	0.00	0.00	0.00	0.00	20,250.00
G014	113	BILLING SPECIALIST II	3	4	23,927.00	20,343.00	20,343.00	0.00	0.00	0.00	0.00	0.00	20,343.00
G015	113	ELIGIBILITY SPECIALIST I	4	2	24,203.00	24,203.00	19,376.00	0.00	0.00	0.00	0.00	0.00	19,376.00
G016	113	ELIGIBILITY SPECIALIST I	4	2	24,203.00	19,373.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G017	113	BILLING SPECIALIST II	3	0	20,570.00	18,571.00	18,571.00	0.00	0.00	0.00	0.00	0.00	18,571.00
G018	113	CLINIC AIDE II	3	4	23,927.00	18,596.00	18,596.00	0.00	0.00	0.00	0.00	0.00	18,596.00
				TOTAL	485,882.00	417,551.00	309,737.00	0.00	0.00	0.00	0.00	0.00	309,737.00

AI-22537 **13.D.**

Public Hearing on the On-Site Sewage Faciliteis (OSSF) Orders, Ordinance, and Resolutions

CC REGULAR

Date:	08/31/2010
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eddie Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Public Hearing on the On-Site Sewage Facilities (OSSF) Orders, Ordinances, and Resolutions in accordance to Texas Health and Safety Code Chapter 366

BACKGROUND

Fiscal Impact

Attachments

Link: notice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/17/2010 08:58 AM	APRV
2	Manuel Chapa	Manuel Chapa	08/19/2010 03:36 PM	APRV
3	Auditor's Office		08/27/2010 05:20 PM	NEW

Form Started By: Josie Escalante — Started On: 08/16/2010 02:02 PM

Final Approval Date: 08/27/2010

Notice of Public Hearing for
Hidalgo County Health & Human Services
County of Hidalgo, State of Texas

Proposed On-Site Sewage Facility (OSSF) orders, ordinances, and resolutions

The County Commissioners of Hidalgo County, will conduct a public hearing under the authority of 30 TAC 285. 10(b) (5) and Chapter 366, Texas Health & Safety Code to consider the regulation of **on-site sewerage facilities (OSSF)**, which includes septic tanks and systems in Hidalgo County, Texas to prevent possible pollution or injury to public health. A copy of the proposed order is available for review at the office Hidalgo County Health & Human Services OSSF Division, 1304 South 25th Ave. Edinburg, Texas 78542, 8:00 a.m. thru 5:00 p.m. The public hearing will be held at …

Tuesday, August 31st, 2010
10:00 A.M.
Hidalgo County Commissioners Courtroom
100 East Cano 1st floor
Edinburg, TX 78539

All interested persons are encouraged to participate in the public hearing.

SPECIAL MEETING –August 31st , 2010

BE IT REMEMBERED, that on this 31st day of August, A.D. 2010, there was begun and held a SPECIAL MEETING of the Honorable Commissioners Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

Honorable Rene Ramirez	Hidalgo County Judge
Honorable A.C. Cuellar	Commissioner, Precinct No. 1
Honorable Hector (Tito) Palacios	Commissioner, Precinct No. 2
Honorable Jose M. Flores	Commissioner, Precinct No. 3
Honorable Oscar L. Garza, Jr.	Commissioner, Precinct No. 4

and **Arturo Guajardo, Jr**., HIDALGO COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS COURT of Hidalgo County, Texas, Wherein the following proceedings were had, to-wit:

AI-22714 **14.A.**

2010 Interlocal Cooperation Agreement between Cities and Hidalgo County

CC REGULAR

Date: 08/31/2010
Submitted By: Yolanda Orozco, FIRE MARSHAL'S DEPT.
Submitted For: Juan Martinez
Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Discussion and approval of the following 2010 Interlocal Cooperation Agreement for Rural Fire Services:

1. City of Edcouch

BACKGROUND

Rural Fire Services Agreement approved by CC 4/28/09 (AI-15198) (1.) City of Edcouch - (1 Original Copy)

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-422-20-300-005-0-841
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

available balance of $16,855.00 as of 08/27/10.

Attachments

Link: 2010 Edcouch Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/26/2010 03:25 PM	APRV
2	Roland Garcia	Rolando Garcia	08/27/2010 02:44 PM	APRV
3	Auditor's Office		08/27/2010 05:20 PM	NEW

Form Started By: Yolanda Orozco Started On: 08/26/2010 02:04 PM

Final Approval Date: 08/27/2010

Interlocal Cooperation Agreement between City of Edcouch and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 18th day of August, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Edcouch, TEXAS, a municipal corporation/non-incorporated area hereinafter called ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 18th day of August, 2010.

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

1.0 TERMS

1.1 This contract shall be for a period commencing on Aug 18, 2010, and shall terminate on December 31, 2010.

1.2 After December 31, 2010, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) days notice.

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

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (30) days upon receipt of invoice by County.

2.0 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

2.13 FALSE ALARM – The intentional/unintentional initiation or transmission of a signal, message, or other notification of an event of fire when not such danger exists.

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

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

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

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

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

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

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

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

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

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

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

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

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

2.27 NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire. (not including piled brush from land clearing/cleaning operations.)

2.28 NIMS – National Incident Management System

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

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

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

2.32 PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section 3.2, of this contract. This may be based on geographical assignments or capability.

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

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

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

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

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

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

2.39 RUBBISH – trash, garbage, piled/cleared land materials, or other unwanted refuse, and includes any tangible item discarded, collected, or recycled.

2.40 RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

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

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

2.43 SECONDARY ENTITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested by the County, or secondary entity under Section 2.25 or 2.26 to respond to assist the primary city in any type of emergency response to an area where the emergency occurred. The response may occur anywhere within the County and may be based on geographical assignment or capability.

2.44 SERVICE CALLS – any call involving rubbish fires, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual Emergency services were rendered or needed.

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

2.46 STRUCTURE – any construction, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind. (Piled/ Demolished building materials are classified in Rubbish Fires Section 2.39 and do not constitute a structure fire.)

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

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

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

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

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

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

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

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

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

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

3.0 ENTITY RESPONSIBILITIES

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

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

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

3.4 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The

Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

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

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

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

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

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

4.0 COUNTY RESPONSIBILITIES

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

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

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office
b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.
c. Commercial Building Inspections

d. Fire Safety Inspections
e. Adult and Child Day Care Facility Inspections
f. Health Care Facility Inspections
g. Existing and New Construction Inspections
h. Implementation and Enforcement of the most current version of the International Fire Code.
i. Issuance and Regulation of Burn Permits in Rural County areas
j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.
k. Plat/Plan Reviews and approvals

4.2.2 **INVESTIGATIONS**

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

4.2.3 **FIRE PREVENTION**

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

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

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

4.2.5 **RESPONSE**

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

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

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

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

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

6.0 REIMBURSEMENT PLAN

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

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis, any Rural Emergency Service Incident Reports to the County Fire Marshal by the 15th calendar date of the following month in which the emergency services were provided. If the 15th calendar date falls on a weekend or holiday, the monthly reports shall be due by the next business date.

Reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report.

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

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

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

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

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

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1000.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 600.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 425.00 per incident.**
(6.1.4.IV.)	**CATEGORY IV (CIV)**	**Flat Rate of $ 275.00 per incident.**
(6.1.4.V.)	**CATEGORY V (CV)**	**Flat Rate of $ 125.00 per incident.**
(6.1.4.VI.)	**CATEGORY VI (CVI)**	***Based on expenditure on a case by case basis. Must have pre-approval by County Fire Marshal or County Emergency Manager, and only during a declared emergency or declared disaster, or any incident involving more than one operational period.***

6.1.4.I. **CATEGORY I. A rate of 1000.00 per incident,** as set forth, shall apply, during the terms of this Contract for:

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

.2 **HAZARDOUS MATERIALS INCIDENT**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICLE FIRE**

.6 **VEHICULAR EXTRICATION**

.7 **PUBLIC WORKS RESPONSE**

.8 **REGIONAL MEDICAL RESPONSE TEAM**

.9 **SECONDARY ENTITY** (in place of primary entity.)

.10 **SPECIAL SITUATIONS**

6.1.4.II. **CATEGORY II. A rate of 600.00 per incident,** as set forth, shall apply, during the terms of this Contract for:

.1 **UNAUTHORIZED BURNING**

.2 **AUTHORIZED BURNING**

.3 **MEDICAL CALL**

.4 **MUTUAL AID**

6.1.4.III **CATEGORY III. A Rate of $ 425.00 per incident,** as set forth, shall apply, during the terms of this Contract for:

.1 **WASH DOWN**

.2 **RECOVERY CALL - BODY**

.3 **BEE ATTACK**

.4 **PETROLEUM BASED INCIDENT STANDBY**

.5 **WIRELINE INCIDENTS**

.6 **LAW ENFORCEMENT ASSISTANCE**

6.1.4.IV. **CATEGORY IV.** At a rate of $ **275.00** per incident, as so stated, shall apply, during the term of this contract.

.1 **TRAFFIC CONTROL**

.2 **LANDING ZONE**

6.1.4.V. **CATEGORY V.** At a rate of **$125.00** per incident, as so stated, shall apply, during the term of this contract.

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

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

7.0. ASSIGNMENT

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

8.0. AUDIT

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

9.0. MISCELLANEOUS

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

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

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

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

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

If to Entity Edcouch Fire Dept.
P.O. Box 100
Edcouch, Texas 78538

If to County: County of Hidalgo
Rene A. Ramirez, County Judge
100 East Cano – 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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

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

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

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

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

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

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

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF

By: _____ Date: 08/18/2010

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

_____ _____
Rene A. Ramirez, County Judge **Date**

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Atlas & Hall, LLP

By: _____
Stephen L. Crain

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITIUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____ METHOD OF ALARM: _____ 911 _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION:

_____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS:

_____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE:

_____

TYPE OF ACTION TAKEN:

_____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

_____

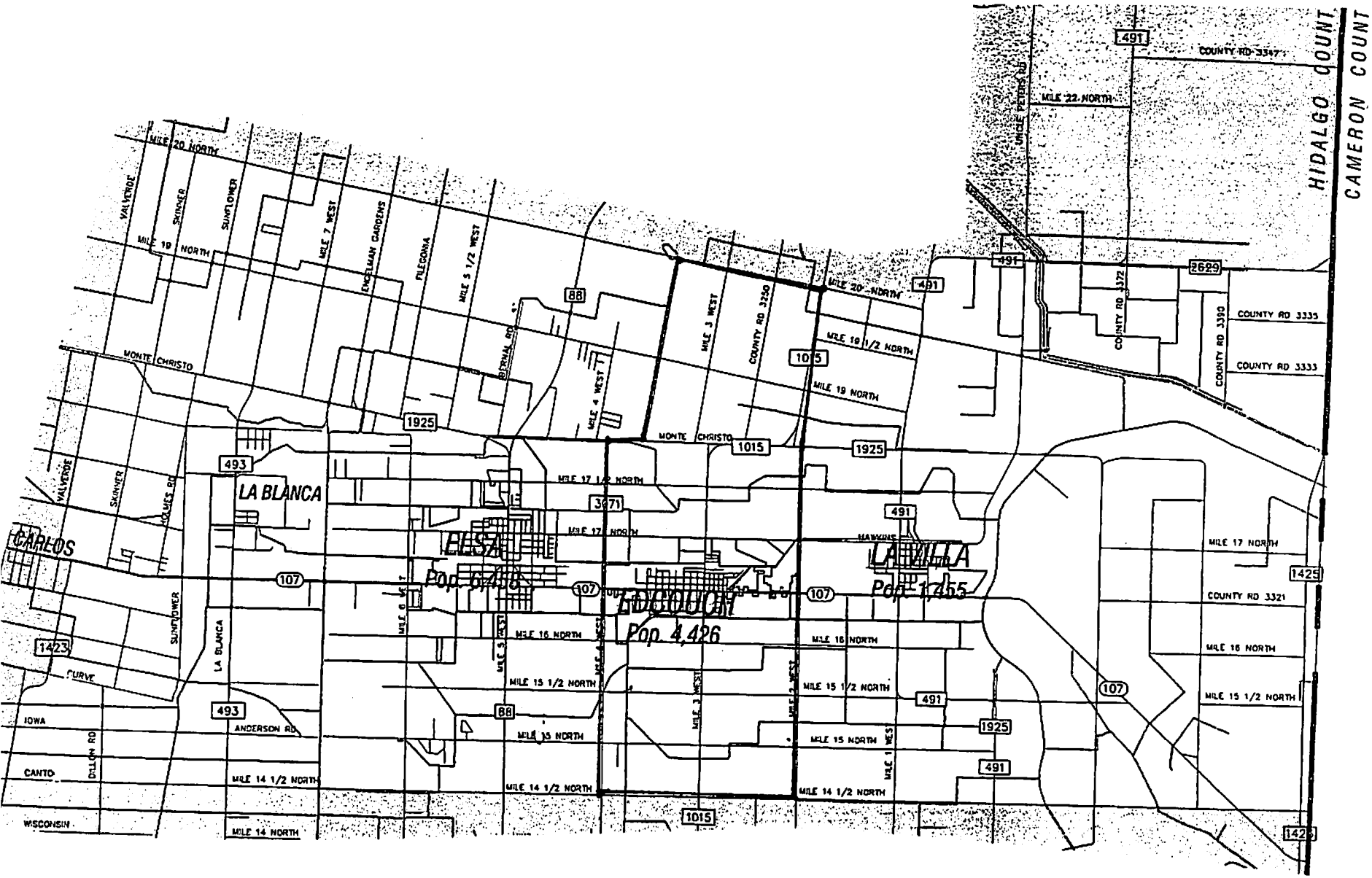
Incident Commander: _____ Report Prepared by: _____

ESTIMATED $ LOSS: _____ ATTEST: _____

Fire Chief

REIMBURSEMENT REQUESTED: ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00

HCFMO Approval Amount : ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00


HIDALGO COUNT
CAMERON COUNT
LA BLANCA
ELSA
Pop. 6,406
EDCOUCH
Pop. 4,426
LA VILLA
Pop. 1,455
CARLOS
MONTE CHRISTO
MILE 20 NORTH
MILE 19 NORTH
MILE 17 1/2 NORTH
MILE 17 NORTH
MILE 16 NORTH
MILE 15 1/2 NORTH
MILE 15 NORTH
MILE 14 1/2 NORTH
MILE 14 NORTH
MILE 22 NORTH
MILE 19 1/2 NORTH
VALVERDE
SKINNER
SUNFLOWER
MILE 7 WEST
ENGELMAN GARDENS
FLEGONIA
MILE 5 1/2 WEST
MILE 4 WEST
MILE 3 WEST
MILE 2 WEST
MILE 1 WEST
COUNTY RD 3250
COUNTY RD 3372
COUNTY RD 3390
COUNTY RD 3335
COUNTY RD 3333
COUNTY RD 3321
UNCLE PETES RD
HAWKINS
LA BLANCA
ANDERSON RD
DILLOW RD
IOWA
CANTO
WISCONSIN
CURVE
88
107
491
493
1015
1423
1425
1925
2629
3071

AI-22599 **15.A.**

Local Agreement with the Hidalgo County Criminal District Attorney
CC REGULAR

Date:	08/31/2010
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Rene Guerra, Criminal District Attorney
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

Authorization and approval to renew the Local Agreement between the Hidalgo County HIDTA Task Force and the Criminal District Attorney of Hidalgo County.

BACKGROUND

Said Local Agreement was reviewed and approved by the Criminal District Attorney of Hidalgo County

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact at this time.

Attachments

Link: Local Agreement/DA's Office

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/19/2010 10:05 AM	APRV
2	Sylvia Solis	Sylvia Solis	08/20/2010 02:44 PM	APRV
3	Auditor's Office		08/27/2010 05:20 PM	NEW

Form Started By: Nelda Olivarez — Started On: 08/19/2010 09:28 AM

Final Approval Date: 08/27/2010

Hidalgo County HIDTA
Task Force

8/6/10

LOCAL AGREEMENT

STATE OF TEXAS X

COUNTY OF HIDALGO X

This **LOCAL AGREEMENT** is made and entered into by and between the Hidalgo County HIDTA Task Force, located in Hidalgo County, Texas, hereinafter, called "LAW ENFORCEMENT AGENCY', and the Criminal District Attorney of Hidalgo County, hereinafter, called "STATE'S ATTORNEY". This local agreement supersedes all other local agreements and will apply to all pending forfeiture cases filed after October 18, 1989.

I. Parties, hereinafter mentioned, desire to enter in an agreement to dispose of forfeited "contraband", pursuant to Chapter 59 of the Texas Code of Criminal Procedure;

II. All property found to be "contraband", pursuant to Article 59.01 of the State of Texas, with the attorney representing the state as an agent for the state, shall be subject to this agreement;

III. The Criminal District Attorney of Hidalgo County represents the State of Texas regarding forfeiture of "contraband" seized pursuant to Chapter 59 of the Texas Code of Criminal Procedure and;

IV. Article 59.06 of the Texas Code of Criminal Procedure mandates that a local agreement be reached between the attorney representing the State and the Law Enforcement Agency to effect the disposition of contraband forfeited to the state.

THEREFORE, this LOCAL AGREEMENT is hereby made and entered into by Hidalgo County HIDTA Task Force and the Criminal District Attorney of Hidalgo County for the mutual considerations stated herein:

In consideration for services associated with forfeitures of contraband, the Law Enforcement Agency agrees to pay from the seized contraband or proceeds therefrom, all court costs, attorney ad litem fees, depositions, title searches, title policies, confidential informants and all other related costs in the forfeiture of:

1. Real Estate, upon the sale of said real estate all costs are to be paid from the final sum received with the remaining amount to be paid according to the percentages in category #2;

2. Personal Property, including, but not limited to, vehicles, weapons, cell phones, etc., all personal property is to be forfeited to the Law Enforcement Agency, said property is to be used pursuant to Article 59.06 (b) of Chapter 59 of the Texas Code of Criminal Procedure; if said personal property is sold, proceeds from the sale of said property are to be divided as follows: 100% to the Law Enforcement Agency and 0% to the Criminal District Attorney's Office, except for passenger

vehicles which include pick-up trucks, sport utility vehicles, vans, tractor trailers, etc, are to be used for law enforcement purposes. The Law Enforcement Agency shall obtain the title to said vehicles and will be solely responsible for its use and maintenance. The Criminal District Attorney will not retain an interest in said vehicles and will be completely absolved of any liability.

The parties further agree that all other seized vehicle, except those mentioned above and not used for law enforcement purposes, are to be sold and proceeds disposed of in accordance with Chapter 59 of the Texas Code of Criminal Procedure.

All property seized, except for currency, bank accounts, and negotiable instruments, shall be kept in the possession of the Law Enforcement Agency. The Law Enforcement Agency shall be responsible for the upkeep and maintenance of said property and the Criminal District Attorney will be completely absolved of any liability. The parties further agree that the Law Enforcement Agency will account for all seized property in their possession until the property is disposed of by court order. Currency, bank accounts and negotiable instruments, etc., shall be the responsibility of the Criminal District Attorney. However, the parties agree that the Criminal District Attorney may exercise its discretion and allow the Law Enforcement Agency to maintain physical possession of currency, bank accounts and negotiable instruments, etc., where feasible.

All other personal property, not suitable for, nor desired for use, pursuant to Article 59 (b) of the Texas Code of Criminal Procedure, shall be forfeited to the Criminal District Attorney, as an agent for the State of Texas, and shall be sold at public auction. The net proceeds of said sale of said property, after deduction of sales expenses, shall be divided as follows: 100% to the Law Enforcement Agency and 0% to the Criminal District Attorney's Office.

For purposes of definition, "Personal Property" includes, but is not limited to, vehicles of all types, cell phones, jewelry, gold and other precious metals and tangible objects of value. The Law Enforcement Agency and the Criminal District Attorney's Office reserve the right to negotiate unique individual agreements on a case by cases basis to satisfy special requirements; however, if an agreement cannot be reached, this local agreement shall be binding.

3. **Currency, Bank Accounts and Negotiable Instruments**, are to be divided as follows:100% to the Hidalgo County HIDTA Task Force and 0% to the Criminal District Attorney's Office, after costs have been paid.

The State's Attorney agrees that remaining contraband, after retention of the above stated portion for the Criminal District Attorney's Office, shall be retained by the Law Enforcement Agency for law enforcement purposes only.

The Law Enforcement Agency and the State's Attorney agree that all costs in the forfeiture of the above mentioned currency and property shall be first and the remaining sum be divided according to the percentage in this agreement. The parties further agree that percentages will be determined prior to the payment of costs.

The Agreement shall apply to currency or property seized by the Law Enforcement Agency on or after October 18, 1989. Currency and property shall be considered forfeited to the State once a forfeiture judgment has become final, and no Motion for New Trial or Notice of Appeal has been taken. Proceeds from the sale of real, personal, tangible or intangible property shall be apportioned within thirty (30) days of said sale, or pursuant to any other agreements reached between the parties. Distribution to each party shall be made according to this Local Agreement and Article 59.06 9 (a) of Chapter 59 of the Texas Code of Criminal Procedure.

The term of this agreement shall be for a period of one (1) year from January 31, 1992. This Agreement shall automatically be renewed on a yearly basis after the initial one (1) year term. This Agreement may be terminated by either party upon thirty (30) days prior to written notice thereof to the other of its intention to terminate upon the date specified in such notice. Any pending forfeitures under this Agreement, filed prior to the termination date, however, shall not be affected by such notices.

Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other may be affected by personal delivery, in writing or by certified mail. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mail notices shall be deemed communicated as of three (3) days after mailing or upon certified mail receipt.

The Law Enforcement Agency agrees to return all currency, real, personal, tangible or intangible property or proceeds therefrom, if a bill of review is successfully taken against the State.

The Law Enforcement Agency further agrees to pay all costs incurred if the State is not successful in forfeiting the seized contraband.

Signed, this ____ day of August, 2010

_____
Rene A. Ramirez,
Hidalgo County Judge

_____
Rene Guerra,
Hidalgo County Criminal District Attorney

_____
Dora L. Munoz,
HIDTA Task Force Commander

AI-22669 **16.A.**

Resolution - Colonia Construction fund

CC REGULAR

Date:	08/31/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Pete de la Cruz
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval of Resolution authorizing the County Judge to act as the County's Executive Officer and Authorized Representative in all matters pertaining to the County's participation in the Texas Department of Rural Affairs (TDRA) TxCDBG Program, 2011-2012 Colonia Construction Fund Application.

BACKGROUND

This Resolution is required as part of the County's participation in the TDRA TxCDBG Program.
See attached Resolution.

Fiscal Impact

Attachments

Link: resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/25/2010 10:45 AM	APRV
2	Perla Lopez	Perla Lopez	08/25/2010 11:08 AM	APRV
3	Auditor's Office		08/27/2010 05:20 PM	NEW
Form Started By: Estella Webber			Started On: 08/25/2010 09:33 AM	
Final Approval Date: 08/27/2010				

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARMTNE OF RURAL AFFAIRS FOR THE 2011-2012 COLONIA CONSTRUCTION GRANT FUND; AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the Commissioners' Court of the County of Hidalgo desires to develop a viable urban community including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low/moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of the County of Hidalgo to apply for funding under the 2011-2012 Texas Community Development Block Grant Program - Colonia Construction Fund;

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS:

That a Texas Community Development Block Grant Program Application for the Colonia Construction Fund is hereby authorized to be filed on behalf of the County with the Texas Department of Rural Affairs.

2. That the County's application be placed in competition for funding under the Colonia Construction Fund.

3. That the application be up to $500,000 of grant funds to provide water or sewer connections and related improvements for low and moderate-income persons.

4. That the Commissioners' Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Texas Community Development Block Grant Program.

PASSED AND APPROVED THIS 31st DAY OF AUGUST 2010.

ATTEST:

Rene A. Ramirez, County Judge
Hidalgo County, Texas

Arturo Guajardo Jr., County Clerk
Hidalgo County, Texas

AI-22686 **16.B.**

Budget & Program Amendment - Pct. 4 TDRA work plan

CC REGULAR

Date:	08/31/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Carlos Jasso
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Consideration and Approval of a Budget & Program Amendment to the Urban County Program Precinct No. 4 Texas Department of Rural Affairs Disaster Recovery Program (TDRA) work plan to re-allocate funding from the Flood and Drainage Facilities line item to the Acquisition line item.

BACKGROUND

Precinct No. 4 is requesting approval of the Budget & Program Amendment for the Trenton Drain project. The reason for this Amendment request is that the cost for acquisition will be higher than originally anticipated. The original amount for Acquisition is $420,349.00 and the Amendment will add $75,000.00 for a total of $495,349.00.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Proposed budget & program amendment will be utilizing Urban County funds.

Attachments

Link: amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/25/2010 04:10 PM	APRV
2	Perla Lopez	Perla Lopez	08/27/2010 08:52 AM	APRV
3	Auditor's Office		08/27/2010 05:20 PM	NEW

Form Started By: Estella Webber — Started On: 08/25/2010 03:52 PM

Final Approval Date: 08/27/2010

A1102

Contract Budget Change Form

☑ Amendment No. 1 ☐ Modification No.

Grant Recipient: Hidalgo County Urban County Program TxCDBG Contract No. DRS010068

Activity	Original Budget	Other Funds	Current Budget	Present (+/-) $ Change	Revised Budget
4. Street Improvements	$ 1,072,964		$ 1,072,964		$ 1,072,964
5. Flood and Drainage Facilities	$ 3,041,676		$ 3,041,676	($75,000)	$ 2,966,676
24. Acquisition	$ 420,349		$ 420,349	$ + 75,000	$ 495,349
30. Engineering/Architectural Services (Total for all construction accounts)	$ 207,511	$189,700[1]	$ 397,211		$ 397,211
33. Planning/Project Delivery	$ 257,500		$ 257,500		$ 257,500
Total	$ 5,000,000				$ 5,189,700.00

[1] County of Hidalgo match total of $189,700

In accordance with Section 16(D) of all TxCDBG Contracts, the above-mentioned Grant Recipient certifies that this request, as indentified in the Budget (Exhibit B) meets all of the following conditions:

- The cumulative dollar amount of all non-amended transfers among direct budget categories *is less than or equal to ten percent (10%)* of the total amount of the contract as specified in Section 4(C) of the contract (or 5% of the total amount of the Texas Capital Fund contract as specified in Section 16(D) of the TCF contract).
- The transfer will not change the scope or objective of the project(s) funded through the TxCDBG contract.

The transfer of funds is needed for the following reasons:

REASON: Additional funds are needed in the Acquisition budget to cover the higher than expected cost.

Date: August 12, 2010 Signed: _____

A1101

Contract Amendment Checklist

Amendment No. 1

Grant Recipient: Hidalgo County Urban County Program **TxCDBG Contract No.** DRS010068

The contract amendment checklist must be submitted for each type of contract amendment: Budget Amendment, Performance Statement Amendment, and Contract Extension Request. (Check appropriate items)

THE FOLLOWING CHANGES ARE REQUESTED FOR THE ABOVE REFERENCED CONTRACT:

☐	**COVER LETTER (signed by chief elected official) INCLUDED**
☐	**EXTENSION PROPOSED NEW ENDING DATE:**
☐	Description of *compelling or extenuating circumstances beyond the control fo the Grant Recipient*
√	**BUDGET AMENDMENT**
√	Submitted *Contract Budget Modification Form*
√	Included *Justification/Reason for Budget Amendment*
√	Line item balances have been checked and revision to budget does not cause any negative balances
√	Money being moved into Administration line item does not exceed 16% limitation
√	Money being moved would not decrease original application score and place project out of funding range
☐	**PERFORMANCE STATEMENT AMENDMENT**
☐	Submitted revised *Performance Statement* or *Special Condition Revision*
☐	Submitted Project Map showing locations of original activities and proposed amended activities
☐	Additional/deleted activities will be accomplished through: ☐ change order ☐ bid alternate ☐ new bid ☐ re-bid ☐ force account
☐	If change order is utilized, change order request form submitted with amendment request? ☐ Yes ☐ No Explain:
☐	**CONTRACT AMENDMENTS WITH SUBSTANTIAL CHANGES IN ACTIVITY, BENEFIT OR LOCATION** (in addition to documents submitted for Performance Statement Amendment above, submit the following):
☐	Submitted *Local Resolution of Support* for the proposed amendment
☐	Submitted *Survey Documents/Tabulation Sheet* on increased/decreased beneficiaries ☐ Revised number of beneficiaries:____ low/mod ____ total beneficiaries ____% low/mod
☐	Submitted *Publisher's Affidavit* of Public Hearing Notice with copy of advertisement *or full page from newspaper* on which advertisement appeared
☐	Public hearing advertisement date of publication was at least 3 days prior to public hearing.
☐	Is a re-evaluation of the environmental assessment necessary? ☐ Yes ☐ No If yes, has the re-evaluation been performed and cleared? ☐ Yes ☐ No

AI-22681 **16.C.**

Line of Credit renewal - Colonia Construction grant

CC REGULAR

Date:	08/31/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Frank Martinez
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting the County's approval and payment of an origination of 1 % in order to renew an existing $500,000 Line of Credit with First National Bank of Edinburg for the Colonia Construction Grant.

BACKGROUND

The Line of Credit renewal was approved by Commissioner's Court on July 20, 2010. However, this year First National Bank has a new policy which includes an origination fee which amounts to $5,000. The purpose of the Line of Credit is to help finance the cost of construction and general administration expenses prior to reimbursement from the Texas Department of Housing and Community Affairs and/or Texas Department of Rural Affairs.

Fiscal Impact

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/25/2010 03:46 PM	APRV
2	Perla Lopez	Perla Lopez	08/26/2010 03:08 PM	APRV
3	Auditor's Office		08/27/2010 05:20 PM	NEW

Form Started By: Estella Webber — Started On: 08/25/2010 02:49 PM

Final Approval Date: 08/27/2010

FIRST NATIONAL BANK
YOU'RE FAMILY HERE

About | Client Portal | NetForum | Website | Help Desk | Home
8/23/2010 -- 9:20 AM

PRINT SCREEN | PRINT ISERIES FORM | VIEW MESSAGES

AGE FUNCTIONS
MESSAGES
ESCROW/INSURANCE
SET P/O PENDING
FEE INQUIRY
CALCULATE DP
CALC PENALTY
UPDATE P/O LETTER

Loan Payoff Inquiry -

PREVIOUS < SUBMIT > EXIT

CUSTOMER INFORMATION

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM
1916 TESORO BLVD.
PHARR TX 78577

Loan number 218721 L
ALT Type Tax Free Vari 360
PerDiem 8.87037
Ins PerDiem

Messages Matured
Effective date Tuesday, August 3 2010
SPECIAL MESSAGES. > Payoff Letter Effective Date Friday, August 20 2010

Description	Amounts	Rebates	Payoffs
Current Balance	17,990.61		17,990.61
Accrued Interest	205.90		18,196.51
Late Charges	845.13		~~19,041.64~~
Other Charges/Fees	150.00		19,191.64
Total Payoff			19,191.64

received by Ms. McCarthy.

Previous

1% (Renewal origination fee) 5,000.00

Total fee's due: $ 5,355.90

PREVIOUS < SUBMIT > EXIT



The P/O Pending message appears at the top of the screen. To remove the payoff pending indicator, click the SET P/O PENDING function and the payoff pending status will be removed.

Learn more. >

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SILVERLAKE SYSTEM

LOAN INFORMATION REPORT

Loan Number	218721
Loan Officer	JANIE ESTEVIS
Loan Summary	This is a(n) Commercial, Renewal, Unsecured, Revolving, Variable loan.
Lender Information	001 First National Bank 100 W Cano, Edinburg, TX 78539 956-380-8500

BORROWERS

Host ID:	CAA4203
Name:	COUNTY OF HIDALGO URBAN COUNTY PROGRAM
DBA:	
Address:	1916 TESORO BLVD, ATTN: ROXANNE DE LEON, AVP PUBLIC FINAN, PHARR, TX 78577
EIN:	74-6000717
Phone:	
NAIC - Primary:	
NAIC - Secondary:	

GENERAL INFORMATION

Specific Loan Purpose:	09 - Provide Working Capital

Loans being Renewed:

Note Date	Note Number	Note Amount
August 3, 2009	# 0000000000218721	$500,000.00

CALCULATION TERMS

PAYMENT INFORMATION

Repayment Method	Accrued Interest Only
Credit Limit	$500,000.00
Payment Frequency	Monthly
Funding Date	August 3, 2010
Note Date	August 3, 2010
First Payment Date	September 3, 2010
Accrual Method	Actual/360
Term of the Loan	12 months
Maturity Date	August 3, 2011

VARIABLE RATE

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Index	WALL STREET JOURNAL PRIME
Market as Percent of Index	0.000 %
Margin as Percentage Points	2.000 %
Rounded	to the Nearest .01 %
Market Rate	9.25 %
Lock Margin for (Days)	
Margin Expiration Date	
Initial Rate Definition	Specific Value
Initial Rate	9.250 %
Discount	0.000 %
Periodic Cap	
Initial Rate Subject to Floor	Yes
Initial Rate Subject to Ceiling	Yes
Floor Definition	Specific Value
Floor	9.250 %
Floor Margin	NA %
Ceiling Definition	Specific Value
Ceiling	18.000 %
Ceiling Margin	NA %
Rate Change Affects	Payment Amount and Amount Due at Maturity
Initial Rate Hold Date	August 3, 2010
Initial Rate Hold Term	1 Days
Rate Change Frequency	1 Days
Initial Payment Hold (Payments)	0 payments
Payment Change Frequency;	1 payments

ADVANCE INFORMATION

Initial Advance	$17,990.61
Conditions for the Advance	
Minimum Advance	$0.00
Advance Type	Obligatory
Advances are equal to or a multiple of the minimum	No
Number Authorized Persons	
Deposit Account Number	

FEES AND CHARGES

Fees and Charges Detail	Amount	Paid By	Collected As
Loan Origination 1%	$5,000.00	Borrower	Cash

LATE CHARGES

If a payment is more than **10** days late, I will be charged **5.000** percent of the Unpaid Portion of Payment. I will pay this late charge promptly but only once for each late payment.

Wolters Kluwer Financial Services ©1996, 2010 Bankers Systems™

AI-22673 **17.A.**

Planning Department

CC REGULAR

Date:	08/31/2010
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

1. Final Approval of Subdivision Plat with Financial Guarantee:
   a. Moulin Rouge Ranches Subdivision – Pct. 4 (Richard Garza)

2. Re-appointment of Member for the Hidalgo County Subdivision Advisory Board:
   a. Leonel Garza- Pct. 4
   b. Manuel Cantu – Pct. 2

BACKGROUND

Fiscal Impact

Attachments

Link: Moulin Rouge Ranches - Final

Link: Moulin Rouge Ranches; Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/25/2010 12:25 PM	APRV
2	Olga Garza	Olga Garza	08/26/2010 10:48 AM	APRV
3	Auditor's Office		08/27/2010 05:20 PM	NEW
Form Started By: Nora Cavazos			Started On: 08/25/2010 11:32 AM	
Final Approval Date: 08/27/2010				

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Rene Ramirez
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: August 24, 2010

RE: **Moulin Rouge Ranches Subdivision – Pct. 4**
Final Approval with Financial Guarantee

Moulin Rouge Ranches is a twelve (12) lot subdivision located along the North side of Sioux Road approximately ½ mile East of Tower Road.

The proposed Subdivision lies within the City of Alamo E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on March 23, 2010. The proposed subdivision lies within a Zone "C & A" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on Sioux Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

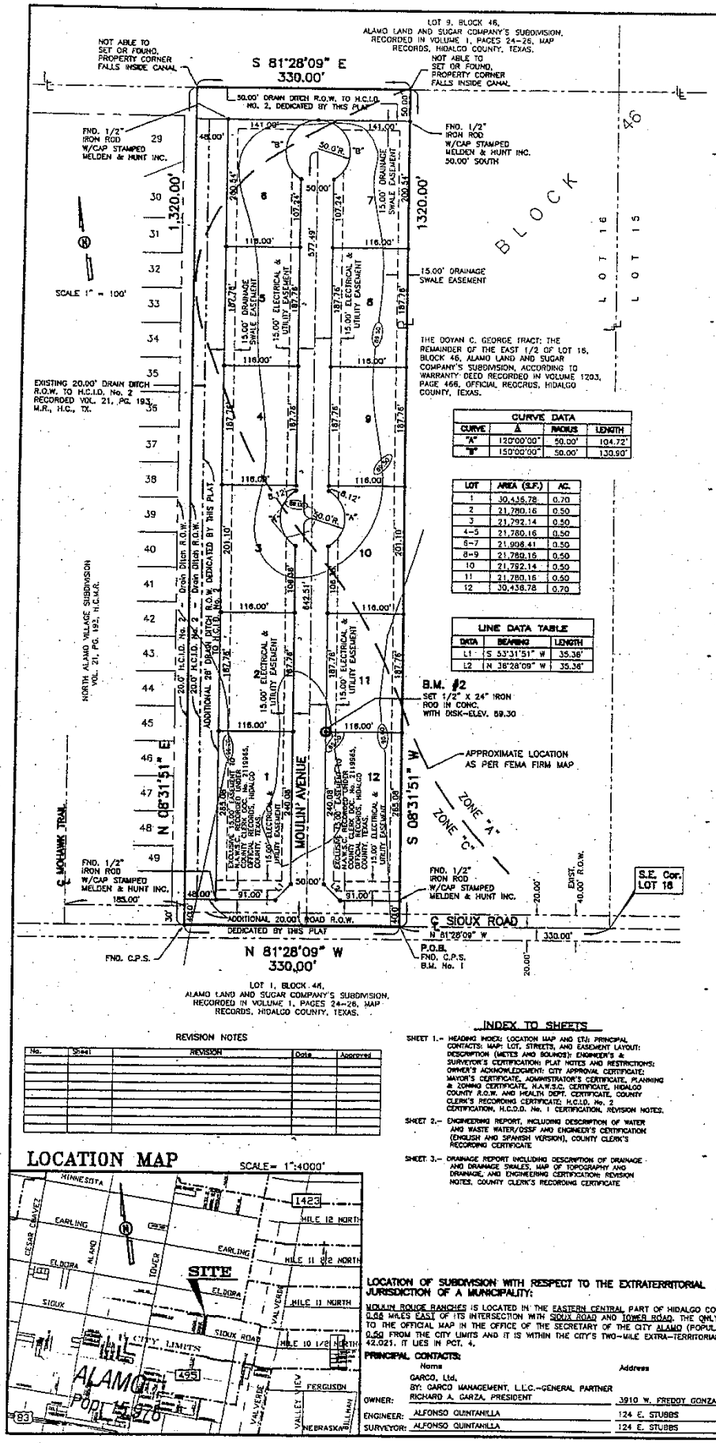
Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Sioux Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court as Nature View Subdivision on June 1, 2010. The Subdivider is requesting Final Approval with a Cash Deposit. A Cash Deposit in the amount of $12,000.00 was submitted to the Planning Department and deposited into Escrow for Septic Tanks Account No. 00-1100-211-00-000-018-0-000. The Cash Deposit will be used to secure the funds for the installation of twelve (12) septic tank systems.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **August 17, 2010.**



CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	172°00'00"	50.00'	104.72'
"B"	150°00'00"	50.00'	130.90'

LOT	AREA (S.F.)	AC.
1	30,435.78	0.70
2	21,780.16	0.50
3	21,792.14	0.50
4-5	21,780.16	0.50
6-7	21,908.41	0.50
8-9	21,780.16	0.50
10	21,792.14	0.50
11	21,780.16	0.50
12	30,438.78	0.70

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 53°31'51" W	35.36'
L2	N 38°28'09" W	35.36'

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION MAP

SCALE= 1":4000'

PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "A"
AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS ARE NOT DETERMINED.
&
FLOOD ZONE DESIGNATION: ZONE "C"
AREAS OF MINIMAL FLOODING; (NO SHADING.)
COMMUNITY PANEL NUMBER 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.- LEGEND • - DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED R.P.L.S. 4656, UNLESS OTHERWISE NOTED.

3.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON LOTS 2 THROUGH 11. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.- LOTS 1 AND 12 SHALL BE FOR COMMERCIAL, RESIDENTIAL OR MULTIFAMILY USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED FOR ALL COMMERCIAL OR MULTIFAMILY LOTS TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF THE STREET, 18" ABOVE NATURAL GROUND OR 50.00 FEET, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6.- SETBACKS:
FRONT ..... 25.00 FEET FRONT FROM SIOUX RD ..... 40.00 FEET
FRONT GARAGE/CARPORT ..... 10.00 FEET
REAR ..... 10.00 FEET
SIDE ..... 5.00 FEET
CORNER SIDE ..... 10.00 FEET
OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

7.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1- 91.03 C.P.S. FOUND LOCATED AT THE SOUTHEAST CORNER OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.
B.M. No.2- ELEVATION= 59.30 LOCATED ON 1/2" IRON ROD SET IN CONC. W/ DISK ON THE NORTHWEST CORNER OF LOT 12. N.A.V.D. 88 DATUM.

8.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 21.72(4.3) CUBIC -FEET (0.50 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REGULATIONS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No. 3.

9.- EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10.- AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

11.- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

12.- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

13.- PRESIDENT OF GARCO MANAGEMENT, L.L.C., THE OWNER & SUBDIVIDER OF MOULIN ROUGE RANCHES HEREBY AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

14.- ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEK ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATION HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORBTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

15.- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH OPERATIONS AND MAINTENANCE OF THE EASEMENT.

16.- DRAINAGE SWALE EASEMENTS NOTE.
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALE OR UTILITY EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES.

17.- ALL LOTS IN MOULIN ROUGE RANCHES ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN MOULIN ROUGE RANCHES TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF MOULIN ROUGE RANCHES THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING MOULIN ROUGE RANCHES BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN MOULIN ROUGE RANCHES, THE COUNTY AND DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN MOULIN ROUGE RANCHES ACKNOWLEDGES AND GRANTS THE COUNTY AND THE DRAINAGE DISTRICT THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AND INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

18.- LOTS 1 AND 12 SHALL HAVE ACCESS/DRIVEWAY ONTO MOULIN AVE. & SIOUX ROAD SAID LOTS ARE FOR COMMERCIAL USE. IF THE AFOREMENTIONED LOTS ARE DESIGNATED FOR COMMERCIAL USE, THEN THE LOTS OWNER WILL BE REQUIRED TO INSTALL A 6.0' BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE 10 AND IS SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

19.- IF LOTS 1 & 12 ARE FOR RESIDENTIAL USE, ACCESS TO LOTS SHALL BE FROM MOULIN AVENUE. NO ACCESS TO SIOUX ROAD WILL BE PERMITTED.

20.- A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANK(S)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL.

INDEX TO SHEETS

SHEET 1.- HEADING INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S ACKNOWLEDGMENT; CITY APPROVAL CERTIFICATE; MAYOR'S CERTIFICATE, ADMINISTRATOR'S CERTIFICATE, PLANNING & ZONING CERTIFICATE, H.A.M.S.C. CERTIFICATE, HIDALGO COUNTY R.O.W. AND HEALTH DEPT. CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, H.C.I.D. No. 2 CERTIFICATION, H.C.D.D. No. 1 CERTIFICATION, REVISION NOTES.

SHEET 2.- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), COUNTY CLERK'S RECORDING CERTIFICATE

SHEET 3.- DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION; REVISION NOTES. COUNTY CLERK'S RECORDING CERTIFICATE

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

MOULIN ROUGE RANCHES IS LOCATED IN THE EASTERN CENTRAL PART OF HIDALGO COUNTY ON THE NORTH SIDE OF SIOUX ROAD, APPROXIMATELY 0.66 MILES EAST OF ITS INTERSECTION WITH SIOUX ROAD AND TOWER ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ALAMO, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY ALAMO (POPULATION 15,270). MOULIN ROUGE RANCHES LIES APPROXIMATELY 0.50 FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ.) UNDER LOCAL GOVERMENT CODE § 42.021. IT LIES IN PCT. 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	GARCO, Ltd. BY: GARCO MANAGEMENT, L.L.C.-GENERAL PARTNER RICHARD A. GARZA, PRESIDENT	3910 W. FREDDY GONZALEZ DR.	EDINBURG, TX 78539	(956)383-6295	(956)381-9221
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

SUBDIVISION PLAT OF:

MOULIN ROUGE RANCHES

A 10.00 ACRE TRACT OF LAND BEING THE WEST 10.00 ACRES OF THE EAST HALF OF LOT 16, BLOCK 46, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2075650, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 10.00 ACRE TRACT OF LAND BEING THE WEST 10.00 ACRES OF THE EAST HALF OF LOT 16, BLOCK 46, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2075650, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE FOUND ON THE SOUTH LINE OF LOT 16 AND IN THE CENTERLINE OF SIOUX ROAD FOR THE SOUTHWEST CORNER OF THE DOYAN C. GEORGE TRACT (REMAINDER OF THE EAST HALF OF LOT 16, BLOCK 46, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1203, PAGE 466, DEED RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT, SAID SPINDLE BEARS N 81°28'09" W, 330.00 FEET FROM THE SOUTHEAST CORNER OF LOT 16.

THENCE; N 81°28'09" W, ALONG THE SOUTH LINE OF LOT 16 AND THE CENTERLINE OF SIOUX ROAD, A DISTANCE OF 330.00 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE SOUTHEAST CORNER OF NORTH ALAMO VILLAGE SUBDIVISION (RECORDED IN VOLUME 21, PAGE 193, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°31'51" E, ALONG THE EAST LINE OF NORTH ALAMO VILLAGE SUBDIVISION, PASSING AT 20.00 FEET THE NORTH RIGHT OF WAY LINE OF SIOUX ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A POINT ON THE NORTH LINE OF LOT 16 FOR THE NORTHEAST CORNER OF NORTH ALAMO VILLAGE SUBDIVISION AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, ALONG THE NORTH LINE OF LOT 16, A DISTANCE OF 330.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF THE DOYAN C. GEORGE TRACT AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°31'51" W, ALONG THE WEST LINE OF THE DOYAN C. GEORGE TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED MELDEN & HUNT, INC FOUND AT 50.00 FEET FOR THE SOUTH LINE OF A DRAIN DITCH, PASSING AT 1,300.00 FEET THE NORTH RIGHT OF WAY LINE OF SIOUX ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.00 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH HUISACHE ACRES No.2, RECORDED IN VOLUME 43, PAGE 131, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA R.P.L.S. No. 4656

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA P.E. No. 93334 — 7-28-10 DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITHESS WHEREOF the said Grantor executed this instrument this 29 day of JULY, 2010

GARCO, Ltd.
BY: GARCO MANAGEMENT, L.L.C.-GENERAL PARTNER
BY: RICHARD A. GARZA, PRESIDENT

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, GARCO, Ltd., A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH ITS GENERAL PARTNER, GARCO MANAGEMENT, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, ACTING BY ITS PRESIDENT, RICHARD A. GARZA, AS OWNER OF THE 10.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED MOULIN ROUGE RANCHES, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
I ATTEST THAT THE ABOVE FACTORS IN THIS PLAT ARE TRUE AND COMPLETE.

7-28-10 DATE

GARCO, Ltd.
BY: GARCO MANAGEMENT, L.L.C.-GENERAL PARTNER
BY: RICHARD A. GARZA, PRESIDENT
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT, L.L.C. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this 28th day of July, 2010.

LILIA A. QUINTANILLA Notary Public, State of Texas My Commission Expires July 23, 2012

LILIA A. QUINTANILLA- NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the MOULIN ROUGE RANCHES was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

_____ Hidalgo County Judge — date
ATTEST: _____ Hidalgo County Clerk — date

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS, THE 24TH DAY OF AUGUST, 2010

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHTS OF WAYS OR EASEMENTS.

_____ PRESIDENT — ATTEST: Bea Fortenberry SECRETARY

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF ALAMO TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ DATE — _____ CHAIRMAN PLANNING COMMISSION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF ALAMO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ CITY SECRETARY — _____ MAYOR

_____ DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §49.211(C), THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MOULIN ROUGE RANCHES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20____

_____ HIDALGO COUNTY HEALTH INSPECTOR — _____ DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MOULIN ROUGE RANCHES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 20____

_____ HIDALGO COUNTY RIGHT OF WAY DIRECTOR — _____ DATE

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527

SHEET NO. 1 OF 3 SHEETS	FILENAME: I:\DATA\SUBDIVISION\ALAMO\MOULIN ROUGE RANCHES\PLAT			
	DATE PREPARED: MARCH 5, 2010	PREPARED BY: LG	CHECKED BY:	APPROVED BY
	DATE REVISED:		CHECKED BY:	APPROVED BY

AI-22687 **18.A.**

Elections- Democratic and Republican Judges

CC REGULAR

Date:	08/31/2010
Submitted By:	Sandra Aguirre, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

1. Discussion and approval of Appointment of Democrat Presiding Election Judges and Alternate Election Judges for the August 1, 2010 through the July 31, 2011 term.

2. Discussion and approval of Appointment of Republican Presiding Election Judges and Alternate Election Judges for the August 1, 2010 through the July 31, 2011 term.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Link: Democratic Judges and Alt Judges

Link: Republican Judges and Alt Judges

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	08/26/2010 05:56 AM	APRV
2	Budget & Management	Erika Zamora	08/26/2010 08:00 AM	APRV
3	Roland Garcia	Rolando Garcia	08/27/2010 08:51 AM	APRV
4	Auditor's Office		08/27/2010 05:20 PM	NEW

Form Started By: Sandra Aguirre — Started On: 08/25/2010 04:07 PM

Final Approval Date: 08/27/2010

HCDP
Election Judges and Clerks
Database

Last Name	First Name	Mailing Address	City	State	Zip
Acosta	Oralia	Box 8411/ 816 E. Duranta	Alamo	Tx	78516
Acosta	Ismael	Box 8411	Alamo	Tx	78516
Alaniz	Francisca	2919 Lissner Ave.	Donna	Tx	78537
Alaniz	Martha	2007 De Leon Ave.	Donna	Tx	78537
Alonso	Maria del Carmen	1609 Oregon	Weslaco	Tx	78596
Alvarez	Zulema	Bx 4409 N.	Alamo	Tx	78589
Alvarez	Richard	810 Boardwalk	Edinburg	Tx	78539
Antoniuk	Donna	301 Condor Ave	McAllen	Tx	78504
Aranda	Olya	P.O. Box 334	Hargill	Tx	78549
Arellano	Emerson	813 Rankin	Mission	Tx	78572
Arevalo	Eduvina S.	512 N. Francisco	Mission	Tx	78572
Arriaga	Amber	1050 nolana	Donna	Tx	78537
Arriaga	Arturo	1050 nolana	Donna	Tx	78537
Ashley-Fridie	Beverly F.	2701 Fountain Plaza Blvd.	Edinburg	Tx	78539
Azoca	Maria L.	205 So. Cantu	Weslaco	Tx	78596
Balderas	Maria G.*	618 E. 3rd St.	Mission	Tx	78572
Barnes	Micheal	P.O. Box 405	Edcouch	Tx	78538
Barnes	Richard H.*	1624 N. 29th Street	McAllen	Tx	78501
Barnes	Michael	212 N. Reyes Ave	Edcouch	Tx	78538
Barreiro	Sylvia L.	3101 N. 28 1/2	McAllen	Tx	78501
Barreiro	Gilbert	4309 Ira Rd.	Mission	Tx	78574
Barrientos	Blanca F.	1401 S. 4th St.	Edinburg	Tx	78539
Bates	Barbara Ann*	6020 Wells Spring Dr.	McAllen	Tx	78504
Bazan	Amparo	P.O. Box 1088	Elsa	Tx	78543
Benavides	Yvonne	423 Cardinal St	Sullivan	Tx	78595
Blanco	Ma. Sylva	2424 Briarway St.	Mission	Tx	78574
Borrego	Jose A. Jr.*	1409 S. 3rd Ave.	Edinburg	Tx	78539
Brenneman	Virginia	100 E. Hackberry #95	McAllen	Tx	78501
Cabriales	Eduardo	2928 Mile 9 N.	Mercedes	Tx	78570
Calderon	Crystal	1409 Lucksinger Rd.	Mission	Tx	78572
Canales	Amulfo	1008 Lexington Circle	Edinburg	Tx	78539
Canales	Beatriz	1008 Lexington Circle #7	Edinburg	Tx	78539
Cantu	Alberto	814 S. 2nd Ave	Edinburg	Tx	78539
Cantu	John E.	1424 E. Samano	Edinburg	Tx	78539
Cantu	Maria I.	814 S. 2nd Ave	Edinburg	Tx	78539
Cantu	Richard J.	1906 E. Cano St.	Edinburg	Tx	78542
Cantu	Varely	2310 N. Lincoln Ave	San Juan	Tx	78589
Cantu	Brenda	4020 Mac Dr.	Weslaco	Tx	78596
Cantu	Lucinda	124 San Jacinto	Mission	Tx	78572
Carcano	Valarie Vanessa	2215 Carla Marie	Edinburg	Tx	78539
Cardenas	Sofia M.	P.O. Box 252	Donna	Tx	78537
Cardenas	Alfonso	1308 S. Juniper	Pharr	Tx	78577
Carrera	Julian "Danny"	300 Solar	Mission	Tx	78574
Carrera	Ashley A.	703 W. 2 Mile Ln.	Mission	Tx	78574
Casares	Estela*	615 S. Oklahoma	Weslaco	Tx	78596
Casares	Monica	615 S. Oklahoma	Weslaco	Tx	78596
Castillo	Jessica M.	566 Marie Dr.	Donna	Tx	78537
Castillo	David R.	569 Marie Dr.	Donna	Tx	78537
Castillo	Maria T.	566 Marie Dr.	Donna	Tx	78537
Castillo	Louis J.	P.O. Box 341	Elsa	Tx	78543
Castillo	Jeremy	P.O. Box 675	Elsa	Tx	78543
Castillo	Genaro*	1707 mobile St.	McAllen	Tx	78501
Castillo-Perez	Nora Lisa	P.O. Box 675	Elsa	Tx	78543
Castro	Ruth	P.O. Box 1653	Elsa	Tx	78543
Castro	Susana L.	6862 W. Military Rd.	Mission	Tx	78572
Cavazos	J.*	1905 Pelican Ave.	McAllen	Tx	78501
Cavazos	Alejandra	1491 W. International #2	Weslaco	Tx	78596
Cazares	Carmen	6608 Azul Ln.	Pharr	Tx	78577
Cervantez	Elizabeth M	P.O. Box 1453	Weslaco	Tx	78599

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Election Judges and Clerks
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Last Name	First Name	Mailing Address	City	State	Zip
Chapa	Guadalupe	P.O. Box 1017	Pharr	Tx	78577
Chavez	Irma	Box 3605	Alamo	Tx	78516
Chavez	Irma	741 Ellis Box 3605	Alamo	Tx	78516
Cisneros	Blanca	P.O. Box 1323	Elsa	Tx	78543
Codina	Daniel V.	413 N. 6th St.	McAllen	Tx	78501
Contreras	Mary L.	2400 South 26th	McAllen	Tx	78503
Cordova	Norman	121 S. 8th	Donna	Tx	78537
Cruz	Manuel A.	3102 Monterre St.	Hidalgo	Tx	
Cuellar	Paul	3605 Northwestern	McAllen	Tx	78504
Davila	Betsy C.	6504 Charro St.	Mission	Tx	78574
De La Rosa	Minerva	1215 A Chris Circle	Edinburg	Tx	78539
de la Garza	E. "Kika"	608 Wisteria	McAllen	Tx	78504
de la Rosa	Buddy	1210 Hacienda Del Sol	Weslaco	Tx	78596
De Leon	Maricela	Rt. 16 Box 439-7	Edinburg	Tx	78539
De Leon	Maricela	6302 Jo Din Drive	Edinburg	Tx	78539
De Luna	Jennifer	130 Russel Court	Hidalgo	Tx	78557
Del Bosque	Yolanda	1117 No. 22nd St.	McAllen	Tx	78501
Delgado	Micaela	P.O. Box 717	Edcouch	Tx	78538
Diaz	Denise	1217 Montemayor Ln.	Edinburg	Tx	78539
Diaz	Abigail	P.O. Box 641	La Blanca	Tx	78558
Dougherty	Janelle	128 E. Vine	McAllen	Tx	78501
Dougherty	Fafael	128 E. Vine	McAllen	Tx	78501
Escobedo	Eliasar	1500 N. Glasscock Rd.	Mission	Tx	78572
Espinoza	Brado Rene	3601 Yvette Dr	Pharr	Tx	78577
Espinoza	Lucerito	3001 Hermosillo	Weslaco	Tx	78596
Espinoza	Sylvia*	3001 Hermosillo	Weslaco	Tx	78596
Espinoza	Magda*	Rt. 6 Box 541 F	Weslaco	Tx	78596
Fernandez	Ruby A.	P.O. Box 520	Edcouch	Tx	78538
Field	Jackie*	P.O. Box 3927	McAllen	Tx	78502
Flores	Esperanza L.	2313 Sandstone Dr.	Mission	Tx	78574
Flores	Gerardo Sr.	2400 La Paloma Dr.	Palmview	Tx	78572
Franco	Dahlia L.	1112 Orange St	Mercedes	Tx	78570
Fuentes	Mercedes M.	505 So. 28th St.	McAllen	Tx	78501
Garay	Edgar	2006 Cedar St.	Donitas	Tx	78576
Garcia	Edna	Box 2901 / 503 E. Bowie	Alamo	Tx	78589
Garcia	Cristy	P.O. Box 3956	Edcouch	Tx	78538
Garcia	Adan	2605 Naranja Drive	Mission	Tx	78574
Garcia	Mericelda*	1201 Ash Dr.	Mission	Tx	78572
Garcia	Gerardo R.*	P.O. Box 200	Pharr	Tx	78577
Garcia	Monica*	6608 Azul Ln.	Pharr	Tx	78577
Garcia	Flor E.	P.O. Box 1191	San Juan	Tx	78589
Garcia	Julio	P.O. Box 5073	McAllen	Tx	78501
Garcia	Imelda	1408 Hooper St.	San Juan	Tx	78589
Garcia	Rolando*	603 N. Esperanza	Pharr	Tx	78577
Garcia	Ercilia Z.	P.O. Box 200	Pharr	Tx	78577
Garcia	Albert	113 Rio Grande Drive	Mission	Tx	78572
Garcia	Romeo J.	P.O Box 35	Linn	Tx	78563
Garcia	Javier	2811 Guajillo	Edinburg	Tx	78541
Garcia	Ricardo	133 East 17th	Mercedes	Tx	78570
Garcia	Dalila A.	222 W. University Dr	Edinburg	Tx	78539
Garcia	Mario T.	731 W. 10th	Mercedes	Tx	78570
Garcia	Angelica	P.O. Box 35	Linn	Tx	78563
Garcia	Leticia	5510 N. Cage	Pharr	Tx	78577
Garcia	Sandra Denise	109 E. Baylor	McAllen	Tx	78504
Garcia	Joel	713 Melos Ln.	Palmview	Tx	78574
Garcia	Letty	1717 Pebble Dr	Mission	Tx	78574
Garcia	Irma	3508 North Shary Road	Palmhurst	Tx	78573
Garza	Jacqueline M.	2606 Torreon St.	Hidalgo	Tx	78557
Garza	Juanlino	P.O. Box 141	Linn	Tx	78563

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Election Judges and Clerks
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Last Name	First Name	Mailing Address	City	State	Zip
Garza	Eleanor	301 E. La Vista #36	McAllen	Tx	78501
Garza	Rumaldo Jr.	2538 lindberg	McAllen	Tx	78501
Garza	Jaime E.	13295 Virginia	Mercedes	Tx	78570
Garza	Elena	P.O. Box 1291	Mission	Tx	78573
Garza	Teresa R.	8400 North Doffing Rd.	Mission	Tx	78574
Garza	Daniel E.	3505 Cognac Dr.	Pharr	Tx	78577
Garza	Maria E.	4600 N. Minnesota Rd.	Mission	Tx	78574
Garza	Santos Graciela	6568 S. Fm 494	Mission	Tx	78572
Garza	Aimee	6688 El Camino real	Mission	Tx	78572
Garza	Rafael "Ralph"	6667 El Camino Real	Granjeno	Tx	78572
Garza*	Gloria	6688 El Camino real	Mission	Tx	78572
Garza, 111	Luciano "Chano" S.	3515 Pecan Grove	Weslaco	Tx	78596
Garza-Uresti	Rita	1005 E. Veteran's Blvd.	Palmview	Tx	78572
Gaytan	Kristian	604-Horizon Peak #4	Edinburg	Tx	78539
Gil	Rolando	1912 Barreda Cir		Tx	
Gomez	Iris	4117 Margarita St.	Edinburg	Tx	78542
Gomez	Ada	103 Amy Drive	San Juan	Tx	78589
Gonzalez	San Juanita N.	P.O. Box 831	Edinburg	Tx	78540
Gonzalez	Gloria*	3614 N. 40 ln.	McAllen	Tx	78501
Gonzalez	Yolanda	6828 C St.	Mercedes	Tx	78570
Gonzalez	Pauline	P.O. Box 254	Pharr	Tx	78577
Gonzalez	Blanca Estela	702 Alameda St.	San Juan	Tx	78589
Gonzalez	Corina	201 Cougar St.	San Juan	Tx	78589
Gonzalez	Israel*	806 W. Sam Houston	San Juan	Tx	78589
Gonzalez	Mary D.	806 W. Sam Houston	San Juan	Tx	78589
Gower	Stephanie	1500 N. Sugar Rd.	Pharr	Tx	78577
Gower	John-Davis	1500 N. Sugar Rd.	Pharr	Tx	78577
Gower	Leslie	712 Walnut	McAllen	Tx	78501
Granados	Francisca	921 N. Iowa Ave	Weslaco	Tx	78596
Green	Hilda R.	403 S. Cynthia	McAllen	Tx	78501
Guajardo	Ruben "Chano"	1930 Royal Palm Dr	Mercedes	Tx	78570
Guajardo	Eleazar	3611 Yvette Drive	Pharr	Tx	78577
Guerra	Richard J.	39830 N. Hwy. 281	Edinburg	Tx	78542
Guerra	Irma Leticia	701 E. Chicago	McAllen	Tx	78501
Gunter	Christina G.*	321 East Hawk Ave.	Pharr	Tx	78577
Gutierrez	Diana	Box 4006	Alamo	Tx	78516
Gutierrez	Yolanda	P.O. Box 1340	Hidalgo	Tx	78557
Gutierrez	Jose M.	3008 La Vista Ave	McAllen	Tx	78501
Gutierrez	Anneth I.	1621 Rose Wood	Mission	Tx	78574
Guzman	Henrietta	207 E. Jackson Ave	McAllen	Tx	78501
Guzman	Francisco J.	P.O. Box 335	San Juan	Tx	78589
Hart	Charls	P.O. Box 4945	Palm	Tx	
Hearn	Kathryn*	208 W. Fern Ave	McAllen	Tx	78501
Henriquez	Yezenia	107 W. Alice St.	Harlingen	Tx	78550
Henry	Ashlee	12418 Shary Rd	Mission	Tx	78573
Hernandez	Albert	3015 Walnut Ave,	McAllen	Tx	78501
Hernandez	Manuel	1101 So. 1st	McAllen	Tx	78501
Hernandez	Ofelia T.	2120 Diaz Ave	McAllen	Tx	78503
Hernandez	Alejandro R.	3416 La Vista	McAllen	Tx	78501
Hernandez	Martin	6402 E. St.	Mercedes	Tx	78570
Hernandez	Elizabeth	2319 Paris St.	Mission	Tx	78574
Hinojosa	Abel	1310 E. Samano	Edinburg	Tx	78541
Hinojosa	Maria Luisa	807 South Illinois Ave.	Weslaco	Tx	78596
Hinojosa-Martinez	Junaita	300 N. Liberty	Weslaco	Tx	78596
Ibarra	Olga	3012 S. Garza St.	Edinburg	Tx	78539
Jackson	Stephanie	723 Royale Ln.	Alamo	Tx	78589
Jackson	Carmen R.*	608 Heron Ave.	McAllen	Tx	78504
Jilpas	Imelda*	3201 Melissa St.	Mercedes	Tx	78570
LaVigne	James W.	2301 N. Abram Rd #536	Mission	Tx	78572

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Last Name	First Name	Mailing Address	City	State	Zip
Leal	Alyssa	P.O. Box 749	Elsa	Tx	78543
Leal	Mario R.	1017 N. 20th St	McAllen	Tx	78501
Ledesma	Lilia	1406 W. Jonquil	McAllen	Tx	78501
Lomas	Mercedita	903 Miguel Hidalgo	San Juan	Tx	78589
Longoria	Eudelia	901 N. 27 1/2	McAllen	Tx	78501
Longoria	Oscar	5314 W. Mile 5 Rd.	Mission	Tx	78574
Lopez	Gloria*	2201 Jeremiah St.	Edinburg	Tx	78542
Lopez	Juanita	620 E Fay	Edinburg	Tx	78539
Lopez	Maria Elena	1202 So. 8th Ave.	Edinburg	Tx	78539
Lopez	Francisco D.*	P.O. Box 86	Hargill	Tx	78549
Lopez	Martin	5439 mile 8 Rd.	Mission	Tx	78574
Lovelace	Richard	6008 N. 36th Ln	McAllen	Tx	78504
Lozano		1041 El Paseo Dr.	Alamo	Tx	78516
Lozano	Esmeralda C.	3501 Audrey Ln.	Edinburg	Tx	78541
Lozano	Nicholas	3501 Audrey Ln.	Edinburg	Tx	78541
Lozano	Alicia	2014 Verdin Ave	McAllen	Tx	78504
Lozano	Aurora	1009 Valley View Dr.	Weslaco	Tx	78596
Lugo	Rosa Maria*	P.O. Box 904	Edinburg	Tx	78540
Luna	Luis C.	1008 South 3rd St.	Edinburg	Tx	78539
Luna	Aurora*	1805 Thornton	Mission	Tx	78572
Luna	Richard	1805 Thornton	Mission	Tx	78572
Maldonado	Jennifer	305 Colonial Ave.	Donna	Tx	78537
Maldonado	Laura	305 Colonial Ave.	Donna	Tx	78537
Maldonado	Juan J.	504 E. Sioux Rd	San Juan	Tx	78589
Manoharan	Yalini	1108 S. Pelling St.	McAllen	Tx	78501
Marler	Janice M.	1607 Sun Street	Mission	Tx	78572
Martinez	Nora	220 N. Jo Beth St.	Alton	Tx	78573
Martinez	Virginia M.	2314 Crestview Dr.	Edinburg	Tx	78539
Martinez	Elisa*	119 Saltillo St.	Edinburg	Tx	78539
Martinez	Jesus R.	2606 Torreon St.	Hidalgo	Tx	78557
Martinez	Susana G.	2100 Camelia	McAllen	Tx	78501
Martinez	Sylvia M.	P.O. Box 394	Weslaco	Tx	78599
Martinez	Juanita	300 N. Liberty	Weslaco	Tx	78575
Martinez	Ricardo "Rick"	4210 Chula Vista	Pharr	Tx	78577
Mata	Antonia R.	1607 Savannah Ave.	McAllen	Tx	78503
McCall	Julio	P.O. Box 4373	Edinburg	Tx	78539
McGurk	Michael	1400 Shay Lane	Edinburg	Tx	78539
Mclane	Maria Luisa	3012 N. 16th St.	McAllen	Tx	78501
Medrano	Valentina	603 Lee Garza St.	Weslaco	Tx	78596
Mendez	Mary Lou	109 W. Adkins St	Edcouch	Tx	78538
Mexicano	Mark	2313 E. Kantunil Ave	Alton	Tx	78573
Miranda	Rosemary	1202 W. Maple Ave	McAllen	Tx	78501
Montemayor	Olivia	1217 Monterrey Ln.	Edinburg	Tx	78541
Montemayor	Herlinda*	2901 E. Hwy 281	Hidalgo	Tx	78557
Montemayor	Jose T.*	1419 Perkins Ave.	Mission	Tx	78572
Montemayor	Maria L.	1419 Perkins Ave.	Mission	Tx	78572
Montoya	Hugo A.	P.O. Box 702	Mission	Tx	78572
Moreno	Mario J.	566 Marie Dr.	Donna	Tx	78537
Moreno	Renee Jolie	3203 Paleta St.	Donna	Tx	78537
Moreno	Daniel	3907 Aggassi Drive	Weslaco	Tx	78596
Morrison	Josefina V.	P.O. Box 720994	McAllen	Tx	78504
Mungia	Susana	919 Azalia Street	Hidalgo	Tx	78557
Narvaez	Andy	1010 S. Hulsack	Pharr	Tx	78577
Nichols	Christopher M.	2018 N. Shary Rd.	Mission	Tx	78572
Nino	Celia	1124 So. 16	Edinburg	Tx	78539
Nino	Martha	2526 Colbath Rd.	McAllen	Tx	78503
Noyola	Rachel H.*	2220 Camellia	McAllen	Tx	78501
Ochoa	Lorie	2204 N. H Street	McAllen	Tx	78501
Ojeda	Veda	1800 Juniper St. Apt 3	Pharr	Tx	78577

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Election Judges and Clerks
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Last Name	First Name	Mailing Address	City	State	Zip
Olivarez	Elisa Y.	4309 Ira Rd.	Mission	Tx	78574
Olivarez	John M.	4203 Rio Grande Ln.	Mission	Tx	78574
Olivarez	Oscar E.	4309 Ira Rd.	Mission	Tx	78574
Olivarez	Samantha	414 N. Esperanza	Pharr	Tx	78577
Oropez	Rey	1405 La Cienga	Weslaco	Tx	78596
Ortiz	Lilia	2228 Lusby St.	Mission	Tx	78574
Pena	Eric		Edinburg	Tx	78541
Pena	Aron L.	1418 S. 13th St.	Edinburg	Tx	78539
Pena	John	102 West 10th Street	La Joya	Tx	78560
Pena	Aron	1418 S. 13th St	Edinburg	Tx	78539
Peralez	Hector	1707 mobile St.	McAllen	Tx	78501
Perez	Julian	1918 N. Monmack	Edinburg	Tx	78539
Perez	Nora C.	P.O. Box 675	Elsa	Tx	78543
Perez	Guadalupe M.	P.O. Box 8022	Hidalgo	Tx	78557
Perkins	Elizabeth A.	516 East Vine	McAllen	Tx	78501
Quintanilla	Guadalupe	1818 E. Main Ave	Alton	Tx	78573
Quintanilla	Consuelo	P.O. Box 6249	McAllen	Tx	78501
Ramirez	Ramiro Jr.	3112 W. Chapin Rd.	Edinburg	Tx	78539
Ramirez	Zoila	1012 So. 3rd Ave	Edinburg	Tx	78539
Ramirez	Rosalinda*	510 Countryside Dr.	Weslaco	Tx	78596
Ramirez	Guadalupe "Lupita"	602 East.1st	Mission	Tx	78572
Ramirez	Rosalinda	510 Countryside	Weslaco	Tx	78596
Ramos	Marisol	1410 Morgan Blvd #405	Harlingen	Tx	78550
Ramos	Sylvia	1029 Perez	Mission	Tx	78572
Ramos	Noelia*	2917 Hermosillo	Weslaco	Tx	78596
Ramos	Justine	2917 Hermosillo	Weslaco	Tx	78596
Rangel	Joe R.	1301 E. McIntyre	Edinburg	Tx	78541
Rangel	Maria de la cruz	1952 S. 36st	McAllen	Tx	78501
Raya	Esmeralda	P.O. Box 3903	Mission	Tx	78573
Rebeles	Erika E.	3112 N. Sugar Rd.	Edinburg	Tx	78541
Regalado	Maria S.	506 Woodland	Pharr	Tx	78577
Reyes	Irma I.	902 Sunset St.	San Juan	Tx	78589
Reyna	Jose Luis A.	5245 Main St. apt A.	Donna	Tx	78537
Reyna	Maria Elva	1117 Oblate	Mission	Tx	78572
Reyna	Wadhawan M.	3401 Santa Fe	Mission	Tx	78572
Rickers	Emily S.	1006 N. 5th St.	McAllen	Tx	78501
Riojas	Irene	1617 Ebony Ave.	McAllen	Tx	78501
Rivas	Hermila L.	2213 Royal Palm Drive	Mission	Tx	78572
Rivera	Garesila*	813 S. Alton Blvd	Alton	Tx	78573
Rocha	Lisa Marie	315 E. 2nd St.	San Juan	Tx	78589
Rocha	Santos M.	315 E. 2nd St.	San Juan	Tx	78589
Rodriguez	Elma L.*	309 N. 9th St. Apt 418	Alamo	Tx	78516
Rodriguez	Marina A.	309 N. 9th St. Apt 418	Alamo	Tx	78516
Rodriguez	Oralia C.	4816 N. 4th St.	McAllen	Tx	78502
Rodriguez	Salomon Jr.	4816 N. 4th St.	McAllen	Tx	78502
Rodriguez	Alejandra*	P.O. Box 2815	Mission	Tx	78573
Rodriguez	Veronica	6840 Barnett	Mission	Tx	78573
Rodriguez	San Juanita*	1320 S. Standard	San Juan	Tx	78589
Rodriguez	Irma	801 E. Plaza St.	Weslaco	Tx	78596
Rodriguez	Paul R.	4401 South "H" Street	McAllen	Tx	78503
Rodriguez	Eric Gilbert	1101 Whitewing Avenue	McAllen	Tx	78501
Roman	Magdalena	311 N. Colorado	Weslaco	Tx	78596
Roman	Cristina	1505 Janie St.	Weslaco	Tx	78596
Rosales	Alda	2800 W. Loop 374	Palmview	Tx	78572
Rosales	Eusebio	2800 W. Loop 374	Palmview	Tx	78572
Ruiz	J. Edgar	1211 East Texas	San Juan	Tx	78589
Ruiz	Luisa	1711 Palazzo Dr	Mission	Tx	78572
Ruppert	G. William*	4501 N. 3rd St.	McAllen	Tx	78504
Salas	Mary Ann	3000 N. 1st Street	McAllen	Tx	78501

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Election Judges and Clerks
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Last Name	First Name	Mailing Address	City	State	Zip
Salazar	Christian	13704 N. Hwy 281	Edinburg	Tx	78541
Salazar	Natali	13704 N. Hwy 281	Edinburg	Tx	78541
Salazar	Maria C.	201 E. Jackson Ave.	McAllen	Tx	78501
Salazar	Ramiro E.	201 E. Jackson Ave.	McAllen	Tx	78501
Saldana	Herminia V.	2117 Diaz Ave	McAllen	Tx	78503
Saldana	Jose C.	2114 Diaz	McAllen	Tx	78503
Salinas	Arturo Jr.	P.O. Box 369	Los Ebanos	Tx	78565
Salinas	Nedia	220 S. 25th St. Apt 6	Edinburg	Tx	78541
Salinas	Estela S.	2712 Fir	McAllen	Tx	78501
Salinas	Jorge H.	523 W. 3rd	Elsa	Tx	78543
Salinas	Roberto	1512 Magdalena St.	Mission	Tx	78572
Salinas, Jr.	Eliseo "Tito"	2601 Austin Avenue	McAllen	Tx	78501
Salinas-Flores	Laura	421 N. 12th St	Donna	Tx	78537
Samudio	Emma R.*	317 N. Liberty	Weslaco	Tx	78596
Sanchez	Jr	13 Ash St.	Mercedes	Tx	78570
Sanchez	Stella	507 W. Atlol	San Juan	Tx	78589
Sanchez	Graciela	114 N. Republic	Weslaco	Tx	78596
Sanchez	Inocencia	114 N. Republic	Weslaco	Tx	78596
Sanchez	Graciela	114 N. Republic	Weslaco	Tx	78596
Sanchez-Juarez	Carol*	1116 S. Pekins	McAllen	Tx	78501
Sandoval	Denise	1415 W. Bryan Blvd.	Alton	Tx	78573
Sarmiento	Marlen S.*	2117 Diaz Ave	McAllen	Tx	78503
Sarrge	Dennis	P.O. Box 5482	McAllen	Tx	78502
Sauceda	Eliseo	130 Prosperity Drive	Mercedes	Tx	78570
Segura	Fernando	6538 S. 494	Mission	Tx	78572
Serna	Joann	1304 Colosio Ln.	Mission	Tx	78572
Serna	Herminia C.	600 S. Bridge Ave Lot 612	Weslaco	Tx	78596
Shawn	Dolores	120 W. Leaky	Pharr	Tx	78577
Singleterry, Jr.	Daniel	616 South 23rd	Weslaco	Tx	78537
Sloss	Teresa	1512 Scotty	San Juan	Tx	78589
Smith	C. Howdy	468 Tampico St.	Weslaco	Tx	78596
Smith	Howdy C.*	468 Tampaco St.	Weslaco	Tx	78596
Smith	Howdy	468 Tampico Street	Weslaco	Tx	78596
Solis	Bessly	1115 500th 13th Ave	Edinburg	Tx	78539
Solis	Elida C.	2009 Cypress Dr.	Edinburg	Tx	78539
Solis	Isreal Jr.	470 S. 21st	Edinburg	Tx	78549
Solo	Julissa	3035 Scotland Dr.	Edinburg	Tx	78539
Tallabas	Hilario "Layo"	3215 Las Palmas Dr	Mission	Tx	78572
Tamez	Maria*	P.O. Box 1018	Elsa	Tx	78543
Tamez	Michael	P.O. Box 1018	Elsa	Tx	78543
Thompson	James P.*	1500 N. Sugar Rd.	Pharr	Tx	78577
Tijerina	Alicia	1221 N. 26th	McAllen	Tx	78501
Torres	Melissa M.	503 N. 84th St.	Edinburg	Tx	78542
Torres	Carlos N.	503 N. 84th St.	Edinburg	Tx	78542
Treji	Lupe	1502 Betty Dr.	Mission	Tx	78572
Trevino	Teodora	1401 So. 16th St.	Edinburg	Tx	78539
Trevino	Thomas N.	1323 S. 17th Ave	Edinburg	Tx	78539
Trevino	Sonia M.	1901 Royal Palm Dr.	Mission	Tx	78572
Trevino Jr.	Eloy L.	722 West Hackberry	McAllen	Tx	78501
Valdez	Cynthia*	605 N. 84th St.	Edinburg	Tx	78542
Valdez	Diana A. *	P.O. Box 1158	Elsa	Tx	78543
Valdez	Terry	602 Countryside Dr.	Weslaco	Tx	78596
Valdez	Robert	602 Countryside Dr.	Weslaco	Tx	78596
Vallejo	Gloria	523 W. Kohala Ave	Alton	Tx	78573
Vallejo	Gloria	P.O. Box 3903	Mission	Tx	78573
Vasquez	Cecilia	912 Atlanta St.	Edinburg	Tx	78541
Vasquez	Solidad	208 San Felipe	Edinburg	Tx	78539
Vasquez	Sylvia	912 Atlanta St.	Edinburg	Tx	78541
Vasquez	Amy	517 De Leon	Weslaco	Tx	78596

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Election Judges and Clerks
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Last Name	First Name	Mailing Address	City	State	Zip
Vela	Eric G.	303 rose Marie	Mission	Tx	78574
Vela	Melinda Y.	303 rose Marie	Mission	Tx	78574
Victorino	Jose M.	902 Encarnacion Ln.	Pharr	Tx	78577
Villagran, Jr.	Rosendo "Ross"	3416 Xenops	McAllen	Tx	78504
Villalobos	Laura	2807 Rosalinda	Mission	Tx	78572
Villanueva	Jorge	211 Kennedy St.	Elsa	Tx	78543
Villarreal	Leonardo	1009 Columbia Dr.	Edinburg	Tx	78541
Villarreal	Maria I.	1009 Columbia Dr.	Edinburg	Tx	78541
Villarreal, Jr.	Domingo	P.O. Box 675	Penitas	Tx	78576
Wadhawan	Reyna	3401 Santa Fe	Mission	Tx	78572
Walker	Christina	2401 South Jackson #9	Pharr	Tx	78577
Weisfeld	Rosalie	4801 North 16th Street	McAllen	Tx	78504
Weisfeld- Hinojosa	Johnathan	4801 N. 16th St.	McAllen	Tx	78504
Winkler	Belinda V.	625 N. Bentsen Palm #477	Mission	Tx	78572
Ybarra	Jose J.	6908 C. St.	Mercedes	Tx	78570
York	Beshka	1134 South Ohio	Mercedes	Tx	78570
Young	Juana M.	501 S. Texas 412	Mercedes	Tx	78570
Zapata	Merced A.	405 W. Esperanza Ave.	McAllen	Tx	78501
Zapata	Ramiro	405 W. Esperanza Ave.	McAllen	Tx	78501
Zarate	Basilia S.*	1006 E. Champion St.	Edinburg	Tx	78539
Zavala	Mark	300 S. Mile 2	Edcouch	Tx	78538
Zavala	Isabel P.	209 Amistad Lane	Weslaco	Tx	78596
Zuniga	Thelma	P.O. Box 364	Elsa	Tx	78543
Zurita	Angelita B	2211 Carla Marie Way	Edinburg	Tx	78542
	Gregoria	1508 Coconut Palm	San Juan	Tx	78589

LIST OF REPUBLICAN JUDGES AND ALTERNATE JUDGES
FOR THE NOVEMBER 2nd GENERAL ELECTIONS
SUBMITTED TO THE HIDALGO CO. COMMISSIONERS' COURT
BY THE HIDALGO COUNTY REPUBLICAN PARTY

Presiding Judges

6.	*Marilyn Sue Junge, 1402 S. Cage Blvd. #359, Pharr*	*H. 782-7848*		*11/19/45*
8.	*Gerald/Mary Jean Gabbert, 425 Toronto Ave., McA '01*	*H. 682-0480*		*1/11/38*
24.	*See Page 6*			
29.	*Kathleen Manuel, 2103 Carioca, Mission*	*H. 583-1756*		*10/19/42*
37.	*Esther Garcia, 1121 Whitewing, McAllen*	*H. 630-6320*	*C. 512-787-1481*	*9/8/79*
38.	*Jim Ellif, 1706 Toni Ln., Mission 78572*	*H. 956-224-4129*		*7/19/49*
54.	*Martha Carpenter, 1901 Freddy Gonzalez, McAllen '04*	*H. 383-5780*		*8/20/37*
60.	*Beverly Elliott, 101 E. Souix Rd. #1030, Pharr 78577*	*H. 781-3844*		*1/1/34*
62	*Joseph Califa, 329 W. Dove, McAllen 78504*	*C/ 867-1978*		*3/28/52*
63.	*Phil H. Crum, 2223 Red River Dr., Mission 78572*	*H. 519-0299*		*10/27/40*
67.	*Mary Hickman, 2121 Daffodil, McAllen 78501*	*H. 682-3330*		*3/5/34*
71.	*Lorraine Owens, 104 Chaparral Dr., Weslaco.*	*H.. 968-4901*	*C. 975-1082*	*7/4/58*
72.	*Maria Luisa Cavazos 6709 N 22nd Mcallen 78501*	*H.661-0072*	*C. 467-8432*	*12/2/47*
73.	*Ann Greenfield, 217 E. Lark, McAllen 78504*	*H. 630-5166*	*C. 493-5166*	*2/18/55*
74.	*Robert L. Ringler, 3901 Ellis Dr., McAllen 78504*	*H. 380-3147*		*2/2/43*
76.	*See Page 6*			
81.	*Nicholas Novak, 4800 N. Bentsen Rd, McAllen 78504*	*H. 631-3782*		*4/25/43*
83.	*Stephine Lacey, 3102 Granite Ln., Mission 78574*	*H. 583-9445*		*4/28/67*
84.	*Becky Hanshaw, 4324 N. Taylor Rd., McA '74*	*H. 682-6204*	*C. 605-6223*	*6/19/53*
96.	*Janet Roten, 6508 N. 17th St., McAllen 78504*	*H. 687-8346*	*C. 648-6084*	*11/25/58*
101.	**Charles W. Hart, 3509 N. Shary Rd., Mission 78572**	**H. 580-3900**		*3/1/51*
102	*William A. Smith, 400 Saturn, Mission 78572*	*H. 584-1691*		*1930*
103.	*Clark Spikes, 1708 Doherty, Mission 78572*	*H. 585-4036*	*C. 821-2703*	*6/16/34*
105.	*Janice McConaha, 505 Steamboat Dr., Edb.*	*H. 380-4356*	*C. 417-459-5113*	*4/11/42*
106	*Cynthia D. Bebon, 102 Ash Cir., Edinburg*	*C. 720-9456*		*6/16/51*
114.	*Dianne Silva, 913 W. 7th St., Weslaco 78596*	*H. 968-7190*	*C. 472-3500*	*7/29/50*
118.	*See Page 6*			
121	*Ella Mae Longpre, 2712 S. International Blvd. #382, Weslaco*	*H. 968-4423*		*3/9/42*
124.	*Lawrence Schneideer, 113 E. Jonquil Ave., McAllen 78501*	*H. 664-1821*		*1/8/38*
125.	*Melissa Beall, 7104 N. 44th St., Msn 78574*	*C. 369-1389*		*9/8/63*
126.	*George Jumbeck, ACC #152, 430 Rexine Dr., Alamo*	*H. 783-6722*		*1/11/33*
129.	*See Page 6*			
130.	*John Webb, 1346 N. Cesar Chavez Rd. #1029, Alamo 78516*	*C. 358-2500*		*7/20/34*
132.	*See Page 6*			
133. ?	*Jose Garcia, 119 Templo Dorado, Mission*	*H. 580-4642*	*C. 467-9326*	*7/7/57*
134	*Michelle Merwin, 1520 Ulex Ave., McAllen '04*	*H. 631-3529*	*C. 929-1288*	*5/20/51*

135 See Page 6
143. I don't have a Poll List for Precinct 143

Alternate Judges

1.	Vickie Lyle, 11257 Mi. 2 East, Mercedes	H. 514-0111	C. 246-1043	11/3/59
2	Mary A Thompson, 2823 Pleasant View Dr., Wes.	H. 968-7056	C. 463-8376	5/16/42
3	*Felipa/Greg Gutierrez, P.O. Box 180, Donna*	*H. 464-2497*	*C. 472-1896*	*2/5/47*
4.	Carol Crosby, 645 The Grove #7, San Juan 78589	H. 787-1361		4/11/33
5.	See Page 6			
6.	See Page 1			
7.	See Page 6			
8.	See Page 1			
9.	Pat / Jack Clark, 1240 E. Business Hwy 83, #114, Msn	C. 369-8249 / 8519		3/19/44
11.	No one found			
12.	No one found			
13.	Mary Ann Rios, 2634 Easy Street, Edinburg 78539	H. 686-7931		11/12/39
14.	Katherine Meinen. 1701 Plum, Edinburg 78539	H. 383-2223		11/29/35
15.	*See Page 6*			
16	*Rebecca Johnston, P.O. Box 1271, Elsa 78543*	*C. 647-1767*		*10/2/46*
17.	*Ricardo Hinojosa, P.O. Box 175, Edcouch 78538*	*H. 262-2631*	*C. 457-0257*	*2/8/43*
18.	No one found			
19.	See Page 6			
20.	*Amalia (Molly) Garcia, P.O. Box 98, Hidalgo 78557*	*H. 310-5224*		*4/15/45*
21.	See Page 6			
22.	Rachel Kerr, 715 N. Westgate #87, Weslaco 78596	H. 973-1708		9/12/53
23.	*Jacinta Ponce, 312 N. 7th St, Donna 78537*	*C. 351-1555*		*8/16/40*
24.	See Page 6			
25.	David L. Schmoeller, 301 E. Halls Acres, Pharr	H. 702-1999	C. 217-851/999	*2/17/41*
26.	See Page 7			
27	See Page 7			
28.				
29.	See Page 1			
30.	See Page 7			
31	Richard/Rose Decot, 3425 Club House Rd., Edb	H.318-0774	C.6 14-377-0326	2/29/37
32.	See Page 7			
33.	*Mary Tamez, P.O. Box 1018, Elsa 78543*	*H. 756-7256*		*9/15/56*
34	Sandra Cortinas, 1507 Kerria, McAllen 78501	687-5127		9/10/49
35	*Nelson Perdomo, 520 W. Rosemary, Pharr*	*H. 781-2388*	*C. 358-8875*	*8/19/55*
36	*Lisa de los Sanatos, 1222 S. Gumwood, Pharr*	*H. 782-4499*	*C. 207-7525*	*5/22/77*
37.	See Page 1			
38.	See Page 1			
39	*Cruz Quintana, 207 Santa Fe, San Juan, 78589*	*C. 784-2179*		*2/21/58*

40. See Page 7
41. See Page 7
42 See Page 7
43 See Page 7
44 See Page 7
45 *Juan Alvarado, 602 N. 11th St., Donna H. 464-5389 C. 792-7766 11/2/47*
46. *Maria Gutierrez, 104 Taylor, Mercedes 78570 H. 565-4492 4/6/67*
47. *Roberto Michelena, 5121 W. Bus. Hwy 83, McA 78503 H. 631-2465 1/15/60*
(Works for DPS - depends upon work schedule)
48. Allan Hohmann, 1600 N. 23rd St, McAllen 78501 C. 956-778-7237 9/7/57
49 *Paul Coronado P.O. Box 5276, McAllen 78501 C. 207-1451 3/15/76.*
50. See Page 7
51. See Page 7
52. Deborah Fischer, 1015 W. Ebony, Edinburg H. 318-1686 C. 533-6353 7/25/59
53. *Keith B. Anderson, 214 Marisa Cir., Edinburg H. 3880-3592 O. 78703543 2/8/44*
54. See Page 1
55 Felix Gomez, 2111 Benitez St., Donna 78537 C. 588-5182 1/9/51
56. Tom Shidler, 810 S. Illinoi Ave, Weslaco 78596 C. 496-3359 9/25/57
57. See Page 7
58 *Ralph Torres, 1304 Lantana, Weslaco 78596 C. 351-8740 10/25/58*
59. See Page 7
60. See Pagee 1
61. *Enrique Expinosa, P.O. Box 3404, McAllen 78502 H. 702-7462 7/6/53*
62. See Page 1
63. See Page 1
65 *Hugo A. Montoya, P.O. Box 702, Mission 78573 C. 776-7118 8/3/62.*
65 Corel Robinson III, 506 Cardinal, McAllen 78504 H. 686-4100 8/19/43
66. See Page 7
67. See Page 1
68 Bernard L. McKinnon, 35100 Lazy Palm Dr., Edb 78541 H. 318-0594 8/20/34
69. Vitalio Zuniga, 4728 E. Davis, Edinburg 78539 H. 383-1991 10/1/52
70 See Page 8
71. See Page 1
72. See Page 1
73 See Page 8
74. See Page 1
75. See Page 8
76. See Page 6
77. See Page 8
78 Jack W. Cotterman, 700 N. Bentsen Dr. #187, Palmview H. 583*6594 10/24/42
79 See Page 8
80 No Precinct
81. See Page 1
82. No Precinct

83. See Page 1
84. See Page 1
85. See Page 8
86. No Precinct
87 ? Rebecca Pearl, 732 El Dora Rd., Donna 78537 H. 461-5534 4/25/69
88. Wyman Cleo Pylant, 1115 S. Maryland St., Alton 78574 H. 585-9966 4/24/39
89. See Page 8
90. See Page 8
91 Lenore Ortiz, 1538 S. Alamo Rd #1, Alamo 78516 H. 781-8356 10/25/86
92 Jason Lyle, 15146 Campacous, Mercedes 78570 C. 472-3686 3/25/87
93. No Precinct
94. See Page 8
95. See Page 8
96. See Page 1
97 Dottie Egger, 2909 N. 43rd St., McAllen 78504 H. 687-9530 C. 821-9452 3/22/36
98. Edna Farias, 2013 Thornton Ave., Mission 78572 C. 309-5409 9/21/61
99. Bernardo Flores, 1910 Azalea St., Mission 78573 C. 222-0120 1/23/56
100. See Page 8
101. See Page 1
102. See Page 1
103 See Page 1
104. See Page 8
105. See Page 1
106. See Page 6
107. Charlene Kuperel, 1121 El Recreo Cir. #B, Edb. C. 956-639-3201 2/9/54
(April is too soon for an exact answer - wants to be on the Early Voting Ballot Board)
108. See Page 8
109 Ingrid C. Duff, 1519 N. Jackson Rd, Edinburg H. 380-1613 C. 534-6379 7/21/66
110. See Page 8
111.
112. See Page 8
113. Armador/Nancy Leal, 1001 Valley View Dr., Weslaco H. 968-5701 8/31/42
114. See Page 1
115 See Page 6
116 *Gloria Victorino, 902 Encarnacion, Pharr 78577 H. 781-0397 C. 239-4171 11/11/45*
117. None Found
118. See Page 5
119. *Marisa Gonzalez, 3239 E. Mi. 15 ½ B, Edinburg 78542 C. 292-5857 12/2/57*
120
121. See Page
122. See Page 9

123. Mary Lou Stewart, 939 W. Fannin St., Alamo C. 223-9103 H. 979-705-5438 1/28/55
124. See Page 1
125. See Page 1
126. See Page 1
127. Fred Goerna, 717 E. Acacia, (P.O. Box 1045), Alamo 78516 H. 787-2664 3/17/34
128. Judy Adame, 3805 W. Hwy 83, Mission 78572 H. 580-2522 12/15/38
129. See Page 6
130. John Webb, 1346 N. Cesar Chavez Rd. #1028, Alamo C. 358-2500 7/20/34
131 See Page 9
132. See Page 6
133. See Page 6
134. See Page 1
135. See Page 6
136. Hugh Hawkins II, 600 U-V Ave., McAllen 78501 H. 6877-4941 5/2/48
137.
138.
139. Peggy Jane Owens, 309 N. 11th St, McAllen 78501 H. 686-1496 10/3/45
140.
141.
142. See Page 9
143. See Page 6
144.

LIST OF PEOPLE WILLING TO WORK AT A DIFFERENT PRECINCT
CONTACTED AND AGREED UNLESS OTHERWISE NOTED

Presiding Judges

21	**Ralph Torres, 1304 Lantana, Weslaco**		**C. 351=8740**	**10/25/68**
24	**Ian Bowen, 2101 Callililly, Donna 78537**	**H. 464-2915**	**C. 472-7900**	**2/10/76**
76	**Bruce Gallagher, 1901 Glassock Rd, #111, Mission**		**C. 866-3500**	**12/6/42**
118	**Gene/Luilla Lusty, 640 The Grove #9, San Juan 78589**		**H. 781-9225**	**1927 & 30**
129	**George Carpenter, 1901 Freddy Gonzalez, McA**	**H. 383-5780**	**C. 393-8775**	**5/12/35**
132	**Joann Wilson, 2301 N. Abram Rd. #587, Mission (50)**		**C. 358-2454**	**11/28/32**
135	**Monika M. Hawkins, 600 U-V Ave., McAllen '01 (136)**		**H. 687-4941**	**10/14/47**
143	**No Poll List**			

Alternate Judges

1.				
2.				
3.				
4.				
5.				
6.				
7.	Marian Della Maggiora, 205 Shasta Ave, McA '04	H. 687-6257	C. 330-1474	2/21/47
8				
9.	Jack/Pat Clark, 1240 E. Business Hwy 83 #114, Mission (102)		C. 369-8519	11/26/35
10.	Jeanne Marie Smith, 400 Saturn, Mission 78572 (102)		H. 584-1691	1933
11.				
12.				
13.				
14.				
15.	Penny Bradley, 8719 Charles Green Rd., Edcouch 78538		H. 262-3145	11/27/67
16	*Rebecca Johnston, P.O. Box 1271, Elsa 78543*		*C. 647-1767*	*10/2/46*
17.	See Page 2			
18. ?	Martin A. Ortman, Rt. 5, Box 112-B, Edinburg		H. 316-0529	1/24/34
19.	Richard/Dixie Backman, 35100 Lazy Palm Dr., Edb	H. 3803235	C. 279-7432	8/5/27
20.				
21	*Estela Casteneda, P.O. Box 223, Weslaco 78599*		*H. 968-0043*	*11/29/50*
22.				
23.				
24.				
25.				
26.	Alan Wright, P.O. Box 1111, Mission 785723		C. 607-6853	2/24/28
27.	Nancy Marot, 519 Venus, Mission (102)		H. 585-8171	3/19/33
28				
29				

30.	Chuck/Lou Stewart, P.O. Box 3598, McAllen 78502 (31)	H. 279-4700		5/30/49
31				
32.	Catherine Lyle, 11257 Mi. 2, Mercedes 78570	H. 514-0111		1/23/91
33.				
34.				
35.				
36.				
37.				
38				
39.				
40. R	Tim McAllister, 914 S. Illinois, Weslaco 78596 (111)	C. 369-4883		3/31/71
41. R	James Lyle, Rt. 4, Box 156-E, Mercedes 78570 (32)	H. 514-0111		4/25/89
42.	*Pablo Casteneda, Jr., P.O. Box 223, Weslaco 78596*	*H. 968-0043*		*10/27/48*
43.	*Gilberto Villarreal, P.O. Box 8705, Alamo 78516*	*C. 475-1658*		*12/9/53*
44.	Shirley Kasper, 1345 Cesar Chavez #1201, Alamo	H. 782-6156	C. 960-3068	2/26/40
45				
46.				
47.				
48.				
49.				
50.				
51.	Joe A. Roberts, 2209 Fairway Ct., Mission	H. 583-2852		4/08/40
52.				
53.				
54.				
55.				
56.				
57.	Genevieve Meadows, 99 Lakeview Dr, Mercedes	H. 565-4047	C. 532-9277	7/5/33
58.	Estela Casteneda, P.O. Box 223, Weslaco 78599	H. 968-0043		11/29/50
59.	Debra Lynn Vallescas, 709 Alameda St., San Juan	H. 781-5676		8/22/62
60.				
61.				
62.				
63.				
64				
65				
66.	Maggie McAfee, 4101 Harvey Ave., McAllen 78504	H. 683-9249		9/26/35
67.				
68.				
69				
70.				
71				
72				

Shirley Webb, 1346 N. Cesar Chavez Rd. #1028, Alamo C. 358-2196 6/19/37

Rudy Johnston, P.O. Box 1271, Elsa 78543 C. 647-1767 8/15/72

Samuel Lyle, 11257 Mi. 2 East, Mercedes 78570 H. 514-0111 12/18/87

Evelyn Johnson, 11917 Acosta Cir., Mission 78574 H. 581-8018 4/2/29
Margo Johnston, P.O. Box 1271, Elsa 78543 5/14/69

Luis Adame, 3805 W. Hwy 83, Mission 78572 H. 580-2522 6/21/57
Enrique Morales, 1216 Xanthisma, McA '04 H/ 992-9660 C/ 451-8234 10/9/46

Larry/Charlott Woodard, 7502 Bogey Dr, Msn. H.584-9073 C. 816-805-2005 8/5/40

Pete Salinas, 105 N. First St., (Gilbert Villarreaal' #s # C. 239-3608 6/29/53

Frankie Hawk, 31009 Anacua Cir, Edinburg H. 289-1102 C. 587-1176 1/20/36

Juanita Lookingbill,P.O. Box 2294 Edinburg 78540 (53) H. 383-5117. 12/21/44

Samuel Owens, 104 Chaparral Dr., Weslaco 78596 H. 968-4901 12/27/83

Twila Bradford, 417 N. Sugar Rd, Pharr 78577 H. 781-5133 C. 702-4550 11/8/57

118.
119.
120.
121.
122. Irasema Almazon, 2621 Gardenia, Pharr 78577 (Pct. 6) C. 227-0172 1/26/89
123.
124.
125.
126.
127.
128
129.
130.
131.
132.
133. Don Norby, 7305 Bogey Dr., Mission 78572 H. 583-6976 7/4/35
134.
135.
136.
137
138.
139. Marian Della Maggiora, 205 Shasta, McA 78504 H. 687-6257 C. 330-1474 2/21/47
140.
141. *Gloria Victorino, 902 Encarnacion, Pharr H. 781-0367 C. 239-4171 11/11/45*
142. Glenn Elliott, 101 E. Sioux Rd. #1030 Parr 78577 (60) H. 781-3844 12/4/29
143. Hylda Asomoso, 2908 *N. 9th ST., McAllen 78504 H. 687-4678 10/6/47*
144

AI-22700 **18.B.**

2010 - Full Contract - La Joya Independent School District

CC REGULAR

Date:	08/31/2010
Submitted By:	Sandra Aguirre, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration Sub-category: Elections

Information

CAPTION

Approval of Full Contract for Election Services between Hidlago County and La Joya Independent School District for their election to be held on November 2, 2010.

BACKGROUND

Two (2) originals - Contracts for Election Services

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #:

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to Elections Department).

Attachments

Link: La Joya ISD - November 2010

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	08/26/2010 05:46 AM	APRV
2	Budget & Management	Erika Zamora	08/26/2010 09:19 AM	APRV
3	Roland Garcia	Rolando Garcia	08/27/2010 09:04 AM	APRV
4	Auditor's Office		08/27/2010 05:20 PM	NEW

Form Started By: Sandra Aguirre Started On: 08/25/2010 04:45 PM

Final Approval Date: 08/27/2010

THE STATE OF TEXAS §
§ **CONTRACT FOR ELECTION SERVICES**
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the La Joya Independent School District, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, THE ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on November 2, 2010.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Election Administrator for Hidalgo County; and

WHEREAS, THE ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the November 2, 2010 election of THE ENTITY (the "Election"); and

WHEREAS, the County agrees to perform election services for THE ENTITY; and

WHEREAS, THE ENTITY AND ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, THE ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the County and THE ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledge, do hereby agree to hold contract, covenant and agree as follows:

Article I. PURPOSE

Section 1.01 The parties hereto have entered into this Contract for election services described in Article II to be provided to THE ENTITY for its election to be held on November 2, 2010 and any Runoff, if applicable.

Article II. SERVICES

Section 2.01 The COUNTY, through the ADMINISTRATOR, agrees to provide to THE ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations and election day, for THE ENTITY;
(B) Procure, provide, prepare and program an Electronic Poll Book per polling location with the Voter Registration Database. This includes laptop, insurance, and delivery fee, as well as supplies such as, but not limited to, labels and printer. When an Electronic Poll Book is not accessible, the charge of a regular Poll Book will be charged as set by Elections Department;
(C) Provide and prepare all mail-in ballot supplies, including applications paper ballots, envelopes and postage;
(D) Provide training for Judges/Clerks;
(E) Prepare, distribute, and publicize all notices and newspaper advertisements;
(F) Procure, provide, prepare, and distribute all necessary election supplies, including;
    1. Ballots (preparation and distribution only);
    2. Election kits; and
    3. Ballots boxes and voting booths
(G) Procure Early Voting polling places and Election Day polling places, as ordered and agreed to by both parties;
(H) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;
(I) Notify the election judges of the date, time and place of the election;
(J) Procure and pay election judges and clerks for early voting and election day voting;
(K) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by THE ENTITY;
(L) Procure and pay Ballot Board members;
(M) Provide information for election officers;
(N) Prepare U.S. Department of Justice pre-clearance for the election;
(O) Prepare any submission of voting changes to be submitted to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;
(P) Provide such incidental related services as may be necessary to effect the election;
(Q) Serve as the Early Voting Clerk; and
(R) Establish a Central Counting Station for the purpose of tabulating ballots.

Section 2.02 **THE ENTITY** shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the County, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers directly from payment vouchers submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election;

(C) Reimburse the County for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Tabulate the Election results for canvassing by THE ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

1. The authority with whom applications of candidates for a place on a ballot are filed;
2. The authority with whom documents are filed under Title 15; or
3. The authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(F) The County Elections Administrator shall be the agent of THE ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(G) The County shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The County Elections Administrator shall submit the actual costs for items contracted pursuant to the Contract with THE ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.

Article III. SCHEDULE FOR PERFORMANCE OF SERVICES

Section 3.01 Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

Article IV. SERVICES NOT PROVIDED BY COUNTY

Section 4.01 ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results.

Article V. TERM

Section 5.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

Article VI. COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, THE ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

Section 6.01 iVotronic Machines:

(A) One Base charge of $150.00 for Programming iVotronic ballot for voting machines; additional ballots style(s) and request for change of programmed ballot at an additional cost;
(B) A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition questions;
(C) A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers;
(D) Cost of creating election media, such as, but not limited to Personal Electronic Ballot (PEB) cartridges, compact flash cards, labels, bags, keys, etc.;
(E) The amount of $150.00 leasing fee for each iVotronic;
(F) The amount of $150.00 leasing fee for each ADA iVotronic;
(G) Delivery and Pick-up Fee charge based on the price of renting commercial truck(s) and fuel cost;
(H) The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

Section 6.02 Electronic Poll Book:

(A) Database access at $100.00 per day;
(B) Laptop rental, insurance and delivery fee of $150.00 per location; includes bar code scanner and Dymo printer;
(C) Printer label fee of $.03 per label (price subject to change);
(D) Creation of separate Username and Password for each polling location at $20.00 per location;

Section 6.03 Poll book cost for printing poll book(s) as set by Elections Department.

Section 6.04 Training for Judges and Clerks at $7.00 per hour per person;

Section 6.05 If optional supplies and/or services are requested by THE ENTITY, fees will be charged in accordance with third party vendors or county fees; such as fee for Early Voting and General Election Combination forms; Election kits (provisional bags, table tops, ballot boxes and custom signs) and 100 sample ballots additional ballots $.20 per ballot (price subject to change);

Section 6.06 Mail-in ballot supplies, including applications, paper ballots, envelopes and postage at price set by third party vendors at time of election;

Section 6.07 Reimbursement fee for publication of all notices and newspaper advertisements;

Section 6.08 Reimbursement rental fees incurred for early voting polling places and Election Day polling places, as ordered;

Section 6.09 Cost of judges and election workers directly from payment vouchers submitted by

the County Elections Administrator. THE ENTITY shall pay the election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Deputy Early Voting Clerk(s) and $8.00 per hour for Clerks;

Section 6.10 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

Section 6.11 Canvass Reports – tabulation of the election results for canvassing by THE ENTITY's governing body.

Section 6.12 Reimbursement to the County for liability insurance coverage as set by the County for all election workers employed for the elections;

Section 6.13 Reimbursement to the County for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage;

Section 6.14 Billing:

(A) The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. THE ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

(B) The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to THE ENTITY.

(C) Full payment of the remaining balance, if any, shall be made by THE ENTITY within thirty (30) days of receipt of the invoice.

(D) Payment shall be made by check payable to the Hidalgo County Elections Administrator.

Notice: Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Dr. Alda T. Benavides, Superintendent
201 E Expressway 83
La Joya, TX

Section 6.15 Any balances, if any remain after the payment of all costs of election bills, shall be the property of the THE ENTITY and returned to it.

Article VII. LIABILITY

Section 7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

Article VIII. GENERAL PROVISIONS

Section 8.01 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.

Section 8.02 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 8.03 This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

Section 8.04 No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 11th day of August, 2010

BY: **La Joya Independent School District**
NAME OF LEASING ENTITY

BY: _____

PRINT: Dr. Alda T. Benavides

TITLE: Superintendent of Schools

ATTEST BY: _____

PRINT: Jose Adolfo "Fito" Salinas

TITLE: School Board President

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTION ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

BY: _____
STEPHEN L. CRAIN
ATLAS & HALL L.L.P.,

AI-22684 **18.C.**

Early Voting Schedule and Polling Locations
CC REGULAR

Date:	08/31/2010
Submitted By:	Sandra Aguirre, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration **Sub-category:** Elections

Information

CAPTION

1. Discussion and approval of Early Voting Sites (dates & times) for November 2, 2010 General Election.
2. Discussion and approval of Election Day Sites (dates & times) for November 2, 2010 General Election.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Link: Election Day Poll Locations

Link: Early Voting Poll Locations

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	08/26/2010 05:46 AM	APRV
2	Budget & Management	Erika Zamora	08/26/2010 07:58 AM	APRV
3	Roland Garcia	Rolando Garcia	08/27/2010 08:44 AM	APRV
4	Auditor's Office		08/27/2010 05:20 PM	NEW

Form Started By: Sandra Aguirre — Started On: 08/25/2010 03:27 PM

Final Approval Date: 08/27/2010

NOVEMBER 2, 2010 GENERAL ELECTION
ELECTION DAY POLLING LOCATIONS
HIDALGO COUNTY, TEXAS
POLLS OPEN 7:00 A.M. TO 7:00 P.M.

PRECINCT	CITY	BUILDING	ADDRESS	LOCATION
91	Alamo	Templo Inspiracion Pentecostes	2 1/2 Miles South Tower Road	Cafeteria
77, 123 & 130	Alamo	Alamo Community Building	130 S. 8th	
44, 126 & 127	Alamo	Franklin Elementary School	900 E. Birch	Room #17
88	Alton	Boys and Girls Club	509 S. Alton Blvd.	
3	Donna	Amigos Del Valle	1408 Silver	Main Entrance
55	Donna	B.G. Guzman Elementary	500 S. D. Salinas Blvd.	Teacher's Workroom
23 & 120	Donna	Boys and Girls Club	307 Miller	Southwest Corner Room
45 & 87	Donna	W.A. Todd 9th Grade Campus	400 N. Salinas Blvd.	Room 132
16 & 79	Edcouch	Edcouch Fire Station	201 Santa Rosa Ave.	Station Entrance
14	Edinburg	Jefferson Elementary School	904 S. 12th St.	Main Entrance
30	Edinburg	Edinburg North High School	3101 North Closner	Main Entrance
31	Edinburg	Memorial Middle School	3105 N. Doolittle Road	Main Entrance
105	Edinburg	B.L. Garza Middle School	1202 N. MonMack Road	Gym
108	Edinburg	Lincoln Elementary School	1319 E. Lovett St.	Gym
109	Edinburg	Edinburg Fire Station	212 W. McIntyre St.	Training Room
52 & 106	Edinburg	Canterbury Elementary School	2821 W. Canton Road	Gym
13 & 107	Edinburg	South Middle School	601 W. Freddy Gonzalez	Main Entrance
53 & 110	Edinburg	Francisco Barrientes School	1100 E. Ebony Lane	Main Entrance
70 & 119	Elsa	"NEW" City Hall	302 S. Diana	Council Chambers
15 & 90	Elsa	John F. Kennedy School	500 W. 9th	Room H-2
12	Granjeno	Granjeno City Hall	6603 S. FM 494	
18	Hargill	Hargill Elementary School	11 Miles N. of Edg. On Hwy 281	
20	Hidalgo	Hidalgo City Hall	704 E. Texano	Council Chambers
29 & 100	La Joya	EB Reyna Elementary	3 Miles W. Mission on Exp. 83	
11 & 131	La Joya	La Joya ISD Central Office	201 E. Expressway 83	
64, 99 & 133	La Joya	Kika De La Garza School	5441 N. La Homa Road	
17	La Villa	La Villa High School	200 W. Hwy 107	Auditorium
68 & 69	N. Edinburg	Camp Loma de Vida	12505 N. Hwy 281	Main Entrance
8	McAllen	STC Nursing & Allied Health Campus	1101 E. Vermont	
47	McAllen	Thigpen-Zavala Elem. School	520 S. 23rd St.	South West Hallway
48	McAllen	Palmview Community Center	3401 Jordan Avenue	Conference Room
65	McAllen	Dr. Castañeda Elementary	4100 N. 34th St.	Gym/South Side
62, 73 & 140	McAllen	Gonzalez Elementary School	201 E. Martin	Main Entrance
81	McAllen	Lark Community Center	2601 Lark Avenue	Conference Room
95	McAllen	Roosevelt Elementary School	4801 S. 26th St.	Gym
97	McAllen	Seguin Elementary	2200 N. 29th St.	Gym
67, 134 & 135	McAllen	Milam Elementary School	3800 N. Main St.	South West Hallway
34, 124, 136 & 141	McAllen	Jackson Elementary School	501 Harvey	Gym
26 & 27	McAllen	Tax Office	311 N. 15th St.	Foyer
37 & 66	McAllen	Crockett Elementary School	2112 N. Main St.	Cafeteria
49 & 138	McAllen	Retama Village Center	2301 Jasmine Avenue	Community Hall E. Side Ent.

54, 74 & 129	McAllen	Cayetano Cavazos Elementary	1501 W. Freddy Gonzalez	Main Entrance
7 & 139	McAllen	Palmer Pavilion	301 E. Hackberry	
72 & 96	McAllen	Rayburn Elementary	7000 N. Main	Cafeteria
24 & 76	McCook	McCook Building	Hwy 281-20 miles W. on FM 490	Main Lobby
46	Mercedes	Taylor Zachary	900 N. Missouri	Cafeteria
1, 32 & 85	Mercedes	Chamber of Commerce	348 S. Ohio	
56 & 121	Mercedes	Mercedes Early Childhood Ctr.	950 W. 6th	Library
9	Mission	Veterans Memorial High School	700 E. 2 Mile Road	Cafeteria
103	Mission	Kika De La Garza Building	921 E. 12th St.	Main Entrance
10 & 102	Mission	Mission City Hall	1201 East 8th	Community Room
75, 89 & 125	Mission	Salinas Elementary School	6 3/4 Miles North Conway	Cafeteria
94 & 128	Mission	Our Lady of Guadalupe Church	620 Dunlap	Parish Hall
28 & 98	Mission	O'Grady Elem. School	810 W. Griffin Parkway	Library
33	Monte Alto	Monte Alto Community Center	1st & Elizabeth St.	Community Center
101	Palmhurst	Faith Baptist Church	4301 N. Shary Road	Fellowship Hall
78	Palmview	Co. Comm. Pct. #3 Ofc.	724 Breyfogle Road	Main Entrance
50 & 132	Penitas	JFK Elementary in La Joya ISD	1801 Diamond Avenue	
61 & 116	Pharr	Napper Elementary School	903 N. Flag St.	Cafeteria
115	Pharr	Buckner Elementary	1001 N. Fir	Cafeteria
122	Pharr	Valley View 6th Grade Campus	9701 S. Jackson Rd	Cafeteria
6 & 35	Pharr	Jose Pepe Salinas Center	1011 W. Kelly	Conference Room
25 & 36	Pharr	Liberty Middle School	1212 S. Fir	
5 & 137	Pharr	Las Milpas Comm. Center	7101 S. Cage Blvd.	Main Entrance
60, 142, 143 & 144	Pharr	PSJA North High School	500 E. Earling Rd.	Lobby
40	Progreso	Progreso Community Center	1 Mi. N. Military 281 from FM 1015	Auditorium
43 & 104	San Carlos	San Carlos Elementary School	1/2 Mi. S. of E. Hwy. 107 on 3rd St.	Main Entrance
59 & 117	San Juan	San Juan Fire Station #2	2301 N. Longoria Road	Conference Room
4 & 118	San Juan	Austin Middle School	804 S. Stewart Rd.	Portable Bldg. 8 & 9
39	San Juan	Garza-Pena Elementary School	230 E. Sgt. Leonel Trevino	Cafeteria
19	San Manuel	St. Anne Church	North 281	Main Entrance
38 & 63	Sharyland	Fire Station #3	1804 N. Shary Road	Main Entrance
83 & 84	Sharyland	John S. Shary Elementary	2300 N. Glasscock	Cafeteria
51	Sullivan	Fire Station	500 Cenizo Drive	Main Entrance
41, 57 & 92	Weslaco	Public Facility Parks & Rec. Bldg	1912 Joe Stephens Avenue	Multi-Purpose Room
22 & 112	Weslaco	NEW City Hall	255 S. Kansas	Conference Room B
113 & 114	Weslaco	Stephen F. Austin School	514 W. 4th St.	USDA Building
2, 71 & 111	Weslaco	Historical City Building	500 S. Kansas	Commissioners Chambers
21, 42 & 58	Weslaco	Los Pentecostales	502 W. Sugarcane Rd.	

MA (Last Update 08/04/2010)

FROM Oct. 18th, – Oct. 29th, 2010 - CALL (956) 784-VOTE (8683) FOR GENERAL INFORMATION

November 2, 2010 –GENERAL ELECTION

EARLY VOTING SCHEDULE

Dates		Hours
Monday	Oct. 18, 2010	7:00 A.M. -- 7:00 P.M.
Tuesday	Oct. 19, 2010	7:00 A.M. -- 7:00 P.M.
Wednesday	Oct. 20, 2010	7:00 A.M. -- 7:00 P.M.
Thursday	Oct. 21, 2010	7:00 A.M. -- 7:00 P.M.
Friday	Oct. 22, 2010	7:00 A.M. -- 7:00 P.M.
Saturday	Oct. 23, 2010	7:00 A.M. -- 7:00 P.M.
Sunday	Oct. 24, 2010	10:00 A.M. – 3:00 P.M.
Monday	Oct. 25, 2010	7:00 A.M. -- 7:00 P.M.
Tuesday	Oct. 26, 2010	7:00 A.M. -- 7:00 P.M.
Wednesday	Oct. 27, 2010	7:00 A.M. -- 7:00 P.M.
Thursday	Oct. 28, 2010	7:00 A.M. -- 7:00 P.M.
Friday	Oct. 29, 2010	7:00 A.M. -- 7:00 P.M.

----------EARLY VOTING POLLING LOCATIONS----------

ALAMO
Sgt. Fernando de la Rosa Lib
416 N. Tower Rd.
Alamo, TX

ALTON
Boys & Girls Club
509 S. Alton Blvd.
Alton, TX

DONNA
Amigos Del Valle
1408 Silver Ave.
Donna, TX

EDINBURG
Elections Annex Bldg
317 N. Closner "REAR"
Edinburg, TX

ELSA
"New" City Hall
302 S. Diana
Elsa, TX

HIDALGO
Hidalgo City Hall
704 E. Texano
Hidalgo, TX

LA JOYA
La Joya ISD Central Ofc.
201 E. Expway 83
La Joya, TX

LA VILLA
La Villa Admin. Bldg.
500 E. 9th St.
La Villa, TX

MCALLEN
Lark Comm. Ctr.
2601 Lark Ave.
McAllen, TX

MCALLEN
McAllen Tax Office
311 N. 15th St.
McAllen, TX

MCALLEN
Palmer Pavilion
301 E. Hackberry
McAllen, TX

MCALLEN
Palmview Comm. Ctr
3401 Jordan Ave.
McAllen, TX

MERCEDES
Chamber of Commerce
348 S. Ohio
Mercedes, TX

MISSION
Mission City Hall
1201 E. 8th St.
Mission, TX

MISSION
Fire Station #3
1804 N. Shary Rd.
Mission, TX

MONTE ALTO
Monte Alto Comm. Ctr.
1st & Elizabeth St.
Monte Alto, TX

PALMHURST
Faith Baptist Church
4301 N. Shary Rd.
Palmhurst, TX

PALMVIEW
Co. Comm. Pct. #3
724 N. Breyfogle Rd.
Palmview, TX

PHARR
Jose Pepe Salinas Ctr.
1011 W. Kelly
Pharr, TX

SOUTH PHARR
Las Milpas Comm. Ctr.
7107 S. Cage
Pharr, TX

PROGRESO
Progreso Comm. Ctr.
FM 1015 Baker/Malone
Progreso, TX

SAN JUAN
Fire Station #2
2301 N. Raul Longoria
San Juan, TX

SULLIVAN
Sullivan Fire Station
500 Cenizo
Sullivan City, TX

WESLACO
Public Facility Bldg.
1912 Joe Stephens
Weslaco, TX

Draft

****CALL (956) 784-VOTE (8683) FOR GENERAL INFORMATION****

Compliments of the Elections Department, 101 South 10th Ave. Edinburg, TX. (Last Update 08/02/10)

AI-22725 **19.A.**

Proclamation for PFC Mario G. Ybarra

CC REGULAR

Date:	08/31/2010
Submitted By:	Mari Gutierrez, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	Precinct #1

Information

CAPTION

Approval of Proclamation for PFC Mario G. Ybarra

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: Proclamation for PFC Ybarra

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/27/2010 11:23 AM	APRV
2	Ivan Cantu	Ivan Cantu	08/27/2010 02:31 PM	APRV
3	Auditor's Office		08/27/2010 05:20 PM	NEW

Form Started By: Mari Gutierrez — Started On: 08/27/2010 10:14 AM

Final Approval Date: 08/27/2010

Proclamation
Honoring PFC Mario G. Ybarra

WHEREAS, PFC Mario G. Ybarra was born to Felipe and Fidela Ybarra on May 1, 1943 in San Benito Texas; and

WHEREAS, PFC Ybarra attended Weslaco High School and graduated in May 1961; and

WHEREAS, PFC Ybarra enlisted at the age of 18, in the United States Marine Corps on January 4, 1962, and was stationed at Camp Pendleton, California; and

WHEREAS, PFC Ybarra was an Auto Rifle Man under the Third Battalion, First Marines; and

WHEREAS, PFC Ybarra participated in Operation Utah under India Company, Second Platoon in Vietnam; and

WHEREAS, on March 5, 1966 PFC Ybarra died in the vicinity of Quang Ngai Province Republic of Vietnam as a result of a gunshot wound in the head while fighting against hostile forces; and

WHEREAS, PFC Ybarra was posthumously awarded the Purple Heart and the National Defense Service Medal on June 30, 1966 for his active participation in combat, having been under direct hostile fire in one of the bloodiest attacks in the history of the United States Marine Corps.

NOW, THEREFORE, BE IT RESOLVED, that PFC Mario G. Ybarra, is commended for his bravery and service to this great nation. The County of Hidalgo extends its sincere gratitude for his sacrifice to him, his wife; Manaen H. de Leon and to his son, Mario Ybarra, Jr.

In witness whereof, I have hereunto set my hand this the 31st day of August, 2010.

_____
Rene A. Ramirez
Hidalgo County Judge

_____
AC Cuellar, Jr.
Commissioner Pct. 1

_____
Hector Palacios
Commissioner Pct. 2

_____
Joe Flores
Commissioner Pct. 3

_____
Oscar Garza
Commissioner Pct. 4

AI-22701 **20.A.4.**

Requesting approval of Lexis Nexis Agreement for the Public Defender's Office

CC REGULAR

Date:	08/31/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software;

b. Requesting approval of agreement (if applicable) with authority to purchase: "On-line Research Services" with Lexis Nexis for the Hidalgo County Public Defender's Office.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-412-30-085-003-0-342

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

BUDGETARY IMPACT:

Funds available as of 08/27/10. Refer to P.O. #640931.

Attachments

Link: Agreement for Public Defenders

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/26/2010 04:20 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2010 08:01 AM	APRV
3	Sylvia Solis	Sylvia Solis	08/27/2010 02:08 PM	APRV
4	Auditor's Office		08/27/2010 05:20 PM	NEW

Form Started By: Rocio Villarreal — Started On: 08/25/2010 04:45 PM

Final Approval Date: 08/27/2010

SLG

SUBSCRIPTION PLAN AMENDMENT
FOR STATE/LOCAL GOVERNMENT

"**Subscriber**": HIDALGO COUNTY PUBLIC DEFENDERS OFFICE	"**LN**": LexisNexis, a division of Reed Elsevier Inc.

This Subscription Plan Amendment ("Amendment") amends and supplements the terms of the Subscription Agreement either previously entered into or executed simultaneously herewith between LN and Subscriber (the "Agreement"). This Amendment shall also serve as Subscriber's acceptance of the new General Terms & Conditions for Use of the Online Services effective September 1, 2009 set forth at www.lexisnexis.com/terms/general.

1. TERM

The term of this Amendment will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

2. AUTHORIZED USERS

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" shall have the meaning set forth in the Agreement.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
142WFC	EDINBURG, TX

3. CERTIFICATION

Subscriber certifies that on the date this Amendment is signed by Subscriber there are ____ judges and attorneys, and ____ government professionals for a total of ____ users (the "Reference Number") in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Subscriber will recertify to the Reference Number.

4. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

5. PREFERRED PRICING MATERIALS AND CHARGES

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*[SM] service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.

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	PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a)	Lexis	SBTNL0	Full
(b)	National & Regional News Base	MGT017	
(c)	TX Matthew Bender	MTTX00	
(d)			
(e)			
(f)			
(g)			
(h)			
(i)			
(j)			
(k)			
(l)			
(m)			
(n)			
(o)			

☐ See attached Rider No. 1 for additional Preferred Pricing Materials

COMMITMENT PERIOD(S)				MONTHLY COMMITMENT
Beginning	09/01/2010	to 08/31/2011	$	324
Beginning	09/01/2011	to 08/31/2012	$	341
Beginning	09/01/2012	to 08/31/2013	$	358
Beginning		to	$	
Beginning		to	$	
Beginning		to	$	
Beginning		to	$	

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

6. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

_____ **Subscriber elects access to the Alternate Pricing Materials**
(Initial)

7. CLOSED OFFER

The offer of LN contained herein is valid until August 31, 2010. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

9. MISCELLANEOUS

9.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

9.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber after the third Commitment Period on the last day of any calendar month upon at least 30 days prior written notice to LN. This Amendment may also be terminated by Subscriber on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 5.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

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9.3 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

9.4 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

9.5 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control.

AGREED TO AND ACCEPTED BY:

HIDALGO COUNTY PUBLIC DEFENDERS OFFICE SUBSCRIBER	**LexisNexis, a division of Reed Elsevier Inc.**
BY: _____	**BY:** _____
NAME: _____	**NAME:** _____
TITLE: _____	**TITLE:** _____
DATE: _____	**DATE:** _____

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.

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AI-22674 **20.A.5.**

RFP-Third Party Administration, Individual Stop Loss For Self-Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment

CC REGULAR

Date:	08/31/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and action to modify (re: delete Agent participation) the current procurement packet (approved by CC on 8-17-10) for: "RFP NO: 2010-228-Third Party Administration, Individual Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment".

BACKGROUND

REF: CC 08/17/2010 AI-22191/ 25A.4.
Due to request, scheduled dates for release of packets, pre-proposal meeting, questions and responses and opening of proposals have been changed.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** X-2201-415-00-115-010-0-350
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
$853,719.35 available balance as of 08/27/10.

FISCAL YEAR: 2010 **ACCT. #:** X-2201-415-00-115-010-0-524
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
$1,196,235.51 available balance as of 08/27/10.

FISCAL YEAR: 2010 **ACCT. #:** X-3401-202-00-000-016-0-000
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Liability account (a/p)

Attachments

Link: BACKUP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/26/2010 04:34 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2010 07:57 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/27/2010 11:16 AM	APRV
4	Auditor's Office		08/27/2010 05:20 PM	NEW

Form Started By: Vangie Garcia Started On: 08/25/2010 11:36 AM

Final Approval Date: 08/27/2010

From: Martha Salazar
To: "Gary Looney"; "Flora Vazquez"; raul.silguero@co.hidalgo.tx.us
Cc: "Rene Ramirez"; ac.cuellar@co.hidalgo.tx.us; "The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2"; "The Honorable Jose M. Flores, Commissioner, Hidalgo County Precinct No. 3"; "The Honorable Oscar L. Garza Jr., Commissioner, Hidalgo County Precinct No. 4"; valde.guerra@co.hidalgo.tx.us; "Rigo Villarreal"; raul.lozano@co.hidalgo.tx.us; "Humberto Garza"; mona.parras@co.hidalgo.tx.us; mingo.villarreal@co.hidalgo.tx.us; gloria.beltran@co.hidalgo.tx.us; "Yolanda Velasquez"; "Darlene Betancourt"; "Oscar Garza"; "Evangelina Garcia"
Subject: Modification to Group Health Procurement Packet
Date: Wednesday, August 25, 2010 1:27:10 PM
Attachments: ADDENDUM 1 (101 KB).msg
Importance: High

TO ALL PARTIES ADDRESSED:

Yesterday, August 24, 2010 at approximately 4:45 pm, Ms. Flora Vasquez, Director, Employee Benefits Division notified Ms. Yolanda Velasquez (Buyer for the Group Health Project) that a provision included in the RFP for the Group Health Plan needed to be removed. Ms. Vasquez' concern is the acceptance of proposals from Agents as opposed to direct submission of proposals from Carriers. The published release date for interested parties to request and receive the RFP packets is Wednesday, August 25, 2010 at 10:00 am. Ms. Flora stated that she had requested Alamo Insurance (County's consultant for this project) to remove the Agent provision some time back (around June). The request to remove the agent factor is based on discussions between herself and Mr. Raul Silguero (Budget Officer) that the agent commissions are an expense that the County could remove in order to achieve lower overall project costs.

However, because Commissioner's Court approved the final packet as presented on 8-17-10 with no objections or modifications requested, the Purchasing Department cannot alter the packet without CC discussion and action.

In order for Commissioner's Court to hear Ms. Flora's recommendations on the matter and take action on same (Tuesday, August 31, 2010), it has become necessary to issue the attached Addendum which informs any vendors requesting packets that the published release date has been changed from 10:00am, Wednesday, August 25, 2010 to 10:00am, Wednesday, September 1, 2010. In addition, all other RFP packet dates (i.e. pre-proposal conference, questions/response, acceptance dates, etc.) will have to be changed and become part of the Addendum.

The following issues may be the focus of the Agent vs Direct Carrier Submission of Proposals:

1) Can the County solicit participation directly from Insurance Carriers without Agent's participation?

2) Is the cost associated with commission fees to Agents a significant cost included in premiums?

3) Does the elimination of the Agent is any way affect services?

I ask that Ms. Vaquez, Mr. Silguero and Alamo Insurance be in attendance at next week's CC meeting (8-31-10@9:00am) to discuss the request to remove the agent provision including any other matters pertinent to same (a few of which are included herein).

I have included the Addendum issued this morning for your project file.

Yours truly,

Martha L. Salazar, **CPPB**
Hidalgo County Purchasing Agent
2812 S. Bus Hwy 281
Edinburg, Tx 78539
956-292-7000 Ext 4862
956-318-2629 Fax
martha.salazar@co.hidalgo.tx.us

From:	Martha Salazar
To:	"Rene Ramirez"; ac.cuellar@co.hidalgo.tx.us; "The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2"; "The Honorable Jose M. Flores, Commissioner, Hidalgo County Precinct No. 3"; "The Honorable Oscar L. Garza Jr., Commissioner, Hidalgo County Precinct No. 4"; valde.guerra@co.hidalgo.tx.us
Cc:	"Rigo Villarreal"; raul.lozano@co.hidalgo.tx.us; "Humberto Garza"; mona.parras@co.hidalgo.tx.us; mingo.villarreal@co.hidalgo.tx.us; gloria.beltran@co.hidalgo.tx.us; "Monica Badillo"; "Yolanda Velasquez"; "Evangelina Garcia"; "Darlene Betancourt"; "Oscar Garza"
Subject:	FW: Response to RFP Group Health & Requested Modification to Remove Agents
Date:	Wednesday, August 25, 2010 3:47:06 PM
Importance:	High

To All Addressed Parties:
Please review Alamo Insurance's response on subject. This subject will be placed on next week's agenda for discussion and action if warranted.
Thanks,
Marty Salazar

From: Gary Looney [mailto:glooney@alamoinsgrp.com]
Sent: Wednesday, August 25, 2010 3:32 PM
To: martha.salazar@co.hidalgo.tx.us; flora.vazquez@co.hidalgo.tx.us; Raul Silguero
Cc: Javier C. Guevara; Leticia Garcia
Subject:

Marty, I agree with your evaluation of the RFP circumstances. Mrs. Vazquez did request the elimination of the agents from the RFP process. When we prepared the RFP we discovered that the Commissioner's Court three years ago had requested that two agents be assigned by a proposing vendor and no more. It is appropriate for the Commissioner's Court to address the agent question.

As we discussed today I have a scheduled meeting in New York City for next Tuesday and will be unable to attend. Alamo Insurance will be represented by Javier Guevara and Leticia Garcia. I will make myself available by phone. If questions additional questions are asked please forward them to me. Here are the responses to the questions posed thus far:

The following issues may be the focus of the Agent vs Direct Carrier Submission of Proposals:

1) Can the County solicit participation directly from Insurance Carriers without Agent's participation?

There should be no loss in the number of Major Insurance Company's offering proposals. There may be some reduction in the number of independent Third Party Administration companies that offer bids;however, these companies are typically smaller and less capable of managing a large group. I do not believe that we would significantly reduce the number of companies vying for the County's business.

2) Is the cost associated with commission fees to Agents a significant cost included in premiums?

The commission expense incurred by the County is based on a capitation fee of $1.80/ee/mth. This equates to approximately $80,000 per year.

3) **Does the elimination of the Agent is any way affect services?**

This response will have to come from Flora, she is actively involved on a daily basis with the "service" element of the plan.

I ask that Ms. Vasquez, Mr. Silguero and Alamo Insurance be in attendance at next week's CC meeting (8-31-10@9:00am) to discuss the request to remove the agent provision including any other matters pertinent to same (a few of which are included herein).

Gary Looney *REBC*

Senior Vice President
ALAMO INSURANCE GROUP
3201 Cherry Ridge Street Suite D405
San Antonio, Texas 78230
210.524-7104 voice
210.524-7183 fax

Confidentiality Notice: Protected Health Information Enclosed:

Protected Health Information (PH) is personal and sensitive Individually-identifiable information related to a person's health care. It is being faxed/emailed to you after appropriate authorization from the individual or under circumstances that do not require authorization. You, the recipient, are obligated to maintain it in a safe, secure and confidential manner. Re-disclosure without authorization or as permitted by law is prohibited. Unauthorized re-disclosure or failure to maintain confidentiality could subject you to penalties described in federal and state law.

IMPORTANT WARNING:

This message is intended for the use of the person or entity to which it is addressed. If you are not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any disclosure, copying or distribution of this information is strictly prohibited. Please notify the sender immediately to arrange for the return or destruction of these misdirected documents.

Hidalgo County

Request for Proposal

No: 2010-228-09-22-YZV

"Third Party Administration, Individual Stop Loss & Aggregate Stop Loss for Self Funded Medical Plan, Group Term Life and

Accidental Death & Dismemberment"

PLEASE ACKNOWLEDGE RECEIVING THIS RFP BY RETURNING THIS FORM

In order to allow a fair and competitive bid process an agent or agency will not be allowed to access markets prior to the release date of this RFP. The ***new*** official date and time of release is **SEPTEMBER 01, 2010 at 10:00 A.M (AS PER ADDENDUM 1).**

Any agent other than the incumbent agent in contact with a current provider, contacting markets prior to this date will not be allowed to present a proposal. If it is determined that markets were approached in advance of the release date, then, that insuring entity shall immediately notify our insurance consultant of the date and time of receipt of this Request for Proposal. Failure to disclose the early request will result in disqualification of the vendor. Disclosure will result in reassignment of the insuring entity to another agent or agency.

FAX or Mail TO: Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department

2802 South Hwy 281

Hidalgo County New Administration Building

Edinburg, Texas 78539

_____ WILL RESPOND*

_____ WILL NOT RESPOND*

COMMENTS:_____

_____

COMPANY NAME: _____ COMPANY FAX: _____

COMPANY PHONE: _____Email Address_____

SIGNATURE:_____

Hidalgo County

Request for Proposal

2010-228-09-22-YZV

NOTICE TO INSURING ENTITY

Information provided in these specifications is to be used for purposes of preparing a proposal detailing costs of providing the services and insurance specified. It is further expected that each INSURING CARRIER will read these specifications with care, since failure to meet each condition or a combination of specified conditions may disqualify proposal.

Information provided on Hidalgo County:

1. Current census
2. Plan Information
3. Rate history
4. Standard Loss Information

Hidalgo County (hereinafter referred to as) reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to Hidalgo County.

An Insuring entity is required to submit quotations on the basis of these specifications. Alternative quotations (for service on a basis different from requested in these specifications) will receive consideration if such alternatives are clearly explained. Any exceptions to coverage requested herein must be clearly noted in writing and be included as a part of the proposal.

Hidalgo County **does not intend to name the servicing agent for the contract**(s) you are proposing to the County.

The Insuring Carrier is allowed to name a maximum of TWO (2) agents or agency representatives to be responsible for servicing the contract on behalf of the Insuring carrier. An individual agent or agency may be named to service the insurance contract but only two agents may be named to represent the insuring carrier. If more than two agents are named in the proposal the proposal will be rejected and returned to the insuring carrier.

Hidalgo County believes that the data contained in these specifications is sufficient for preparation for a proposal. The information is believed to be accurate and is based upon the latest available information, but it is not to be considered in any way as a warranty. Requests for additional information should be directed in writing to Hidalgo County's purchasing department as described in the RFP.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

August 25, 2010

Re: Addendum No. 1
RFP No: 2010-228-09-22
Hidalgo County-"Third Party Administration, Individual Stop Loss & Aggregate Stop Loss for Self Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment"

Dear Proposer:

Attached you will find **ADDENDUM NO. 1,** in connection with **"HIDALGO COUNTY"** Request for Proposals for "Third Party Administration, Individual Stop Loss & Aggregate Stop Loss for Self Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment".

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO: yolanda.velasquez@co.hidalgo.tx.us

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626 x-4881.

Please be advised that this **ADDENDUM NO. 1** will complete your RFP packet for **HIDALGO COUNTY**-"Third Party Administration, Individual Stop Loss & Aggregate Stop Loss for Self Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment".

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

_____
Firm Name

MLS/yzv
Enclosures

ADDENDUM NO. 1

AUGUST 25, 2010

HIDALGO COUNTY
RFP No. 2010-228-09-22-YZV

Third Party Administration, Individual Stop Loss & Aggregate Stop Loss for Self Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment

1. Scheduled release date for RFP packet distribution has changed from:
   Wednesday, August 25, 2010-10:00A.M. to, Wednesday, September 01, 2010-10:00 A.M..

2. Proposal Acceptance date has been extended to:
   Wednesday, September 22, 2010-9:30 A.M., to Wednesday, September 29, 2010-9:30 A.M..

3. Pre-Proposal Conference has been re-scheduled from:
   Thursday, September 02, 2010-10:00A.M. to Thursday, September 09, 2010-10:00 A.M. at the Hidalgo County Purchasing Department Conference Room at 2812 S. Business Highway 281, Edinburg, Texas 78539.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, ***August 25, 2010 RFP NO.:2010-228-09-22-YZV-Hidalgo County-"Third Party administration, Individual Stop Loss & Aggregate Stop Loss for Self Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment"***

_____ _____
Printed Proposer Name Date

NOTE: **PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE YOUR PROPOSED PACKET.**

AI-22472 **20.A.6.**

Purchase of 3 Mobile Solar Power Generators with lighting package -Jamail & Smith thru TCPN contract

CC REGULAR

Date:	08/31/2010
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Acceptance and Approval of proposal from awarded vendor, Jamail & Smith Construction (contract # R4957-Article 10) through the County's participation/membership with The Cooperative Purchasing Network (TCPN) for the "Purchase of three (3) Mobile Solar Power Generators with Lighting package" in the amount of $165,000.00 in connection with the Energy Efficiency and Conservation Block Grant (EECBG) Functions/Activities with authority to process requisition when submitted through Project#10-231-MSS.

BACKGROUND

Timelines to purchase, receive generators and have invoices ready for payment of 9-30-10 did not permit a conventional sealed procurement of this equipment inasmuch as technical specifications were not provided and would have required additional professional services expenditures to draft and develop same;

Option to purchase under cooperative purchasing awarded vendor was alternate method of procurement;

Generators'proposal obtained as negotiated "non-pre-priced" items allowed under attached contract (page 4 paragraph 10).

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1287-429-00-300-027-3-748

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

BUDGETARY IMPACT:

REF: AI 22192 APPROPRIATION OF FUNDS IN THE AMOUNT OF $3,000,000.00 PENDING CC APPROVAL.

Attachments

Link: TCPN Contract

Link: Jamail Smith Proposal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/13/2010 02:25 PM	APRV
2	Budget & Management	Erika Zamora	08/13/2010 03:16 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/13/2010 04:02 PM	APRV
4	Auditor's Office	Linda Fong	08/20/2010 04:38 PM	APRV
5	Mike Escaname	Mike Escaname	08/26/2010 03:29 PM	APRV
6	Linda Fong	Angela Garcia	08/27/2010 05:20 PM	APRV

Form Started By: Moises Salazar Started On: 08/12/2010 02:28 PM

Final Approval Date: 08/27/2010

TCPN
The Cooperative Purchasing Network

April 23, 2010

Jamail & Smith Construction
ATTN: Mr. Gregory Smith, P.E.,
Executive Vice President/Partner
16875 Diana Lane
Houston, TX 77058

Dear Mr. Smith:

The Cooperative Purchasing Network (TCPN) is pleased to announce that Jamail & Smith Construction has been awarded an annual contract for the following services based on the proposal submitted to TCPN:

Commodity	**Contractor**
Job Order Contracting Services	Jamail & Smith Construction

The contract is effective immediately and will expire on March 31, 2011. The contract may be renewed annually for up to an additional four years, if mutually agreed to by TCPN and Jamail & Smith Construction.

Please be advised, you will be required to attend a TCPN vendor training that will be setup in the near future. You will be advised of this meeting by email well in advance.

The partnership between Jamail & Smith Construction and TCPN can be of great help to participating agencies. Please feel free to provide copies of this letter to your sales representatives to assist in their work.

If you have any questions or concerns, please feel free to call Matthew Mackel at the TCPN office at 713-744-6349.

Sincerely,

Jason Wickel
TCPN, Director

Robert A. Pechacek
Region 4 ESC, Deputy Director, Financial Services/CFO

7145 West Tidwell Road • Houston, TX 77092-2096
(713) 744-6356 • Toll Free (888) 884-7695
FAX (713) 744-0648 • www.tcpn.org

QUALITY MANAGEMENT SYSTEM
CERTIFIED BY DNV
ISO 9001:2000

ACCEPTANCE FORM

Company Name: Jamail & Smith Construction

Address: 16875 Diana Lane

City/State/Zip: Houston, TX 77058

Accepted by The Cooperative Purchasing Network:

Term of contract 4-23-10 **to** 4-30-11

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by TCPN and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a TCPN contract whether renewed or not.

Director of TCPN — Date: 4/20/10

Print Name: JASON WICKER

Authorized Signature — Date: 4/20/10

Print Name: ROBERT A. PECHACEK

TCPN Contract Number R4957

COMPANY INFORMATION

The following information is required by TCPN in order to comply with provisions of state law. Texas Revised Civil Statutes Article 601g, State or Political Subdivision Contracts for Construction, suppliers, Services; Proposals by Non-resident, defines a "Nonresident Proposer" as a proposer whose principal place of business is not in this state.

A "Texas Resident Proposer" is defined as a proposer who has a principal place of business is in this state.

The State Controller's Office defines Principal Place of Business as follows: Principal Place of Business in Texas means, for any type of business entity recognized in the State of Texas, that the business entity:

> "has at least one permanent office located within the State of Texas, from which business activities other than submitting proposals to governmental agencies are conducted and from which the proposal is submitted, and has at least one employee who works in the Texas office."

Name of Firm: Jamail & Smith Construction

Principal Place of Business
Address: 16875 Diana Lane
City, State, Zip Houston, Texas 77058

Phone No. 281-461-7075 **Fax No.** 281-461-7260

Email: gsmith@jamailsmith.com **Web site:** www.jamailsmith.com

The above firm is (is/is not) **a Texas Resident Proposer.**

Signature

Gregory Smith, P.E.
Name

Executive Vice President/Partner
Title

TCPN
The Cooperative Purchasing Network

7145 West Tidwell ~ Houston, Texas 77092-2096
Phone (713) 744-6356 ~ Fax (713) 744-0648 ~ Toll-free (888) 884-7695
Website: www.tcpn.org ~ email: tcpn@tcpn.org

Publication Date: March 18, 2010

NOTICE TO RESPONDENT

SUBMITTAL DEADLINE: Thursday April 15, 2010 @ 10:00 AM CDT

Questions regarding this solicitation must be submitted in writing no later than *April 8, 2010*. All questions and answers will be posted to http://www.tcpn.org/default.aspx?name=QA_10-01

Request for Proposal (RFP)
for

Job Order Contracting Services

Solicitation Number 10-01

It is the intention of TCPN to establish a contract that satisfies the needs of participating governmental entities in the procurement of Job Order Contracting Services. This contract will enable agencies to procure these services on an "as needed" basis from competitively awarded contracts.

While this solicitation specifically covers Job Order Contracting Services, respondents are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

Responses shall be received no later than the deadline in the offices of The Cooperative Purchasing Network (TCPN). Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and two electronic copies on CD, DVD or flash drives (i.e. pin or jump drives) shall be provided.

Jason Wickel
Director TCPN

© The Cooperative Purchasing Network

INTRODUCTION

The Cooperative Purchasing Network (TCPN)

TCPN is a governmental entity, established in 1997, tasked with assisting public entities to increase efficiency and economy when procuring goods and services. Our contracts are available for use, and benefit, all entities that must comply with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities).

TCPN is a national purchasing cooperative, leveraging one of the largest pools of purchasing potential. TCPN competitively bids and awards contracts for commonly purchased products and services. Our unique contracts cover Facilities, Food Service, Furniture, Office Supplies & Equipment, Security Systems, and Technology to name a few.

Purpose of TCPN

- Provide governmental agencies opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to insure the most competitive contracts.
- Provide competitive price and bulk purchasing for multiple government agencies that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting with use of best business practices.

Customer Service

- TCPN is dedicated to making our contracts successful for both our members and our awarded vendors.
- TCPN is committed to providing our members and awarded vendors with high quality service.
- TCPN has dedicated staff available to answer questions, offer guidance and help in any way possible.

Purchasing Procedures

- Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per TCPN Contract"
- Awarded vendor delivers goods/services directly to the participating agency.
- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly/quarterly to TCPN.

INFORMATION FOR OFFERORS

1. The Cooperative Purchasing Network (TCPN) intends to procure Cooperative Job Order Contracts for the State of Texas to provide indefinite delivery, indefinite quantity minor construction, renovations, repairs, and alterations services for use by all public and private schools, colleges, universities, cities, counties, and other government entities that have, or execute in the future, an interlocal agreement with TCPN. TCPN's previous contracts were valued over $100,000,000 for five years. These services will be priced based upon a coefficient (multiplier e.g. .95 or 1.10) applied to pre-described and pre-priced tasks contained in a Unit Price Book (UPB). This coefficient factor applied to each Job Order task and may be further modified by adjustment factors for Davis-Bacon wage rates, if required

2. **TCPN is soliciting offers from regional contractors. A contractor does not need to have statewide coverage to respond to this solicitation.**

3. TCPN will receive a fee of 2.5% of the total cost of each Task Order excluding any costs of bonds.

4. It is the intent of TCPN to award without discussions. However, TCPN reserves the right to conduct discussions and negotiation with the apparent successful offerer(s). If these negotiations are not successful, there will be no more negotiations with that offerer and negotiations will be made with the offerer providing the second best offer, etc.

5. TCPN reserves the right to award multiple contracts.

6. The Unit Price Book (UPB) for this contract is the current edition of the RS MEANS Facilities Construction Cost Data and Facilities Maintenance & Repair Cost Data books. Contractors will be responsible for providing, at their expense, printed or electronic copies of this database for their use, and for making copies available for customers' use. The prices in the "Total, including Overhead & Profit column will be used. The total value of the applicable line items and their quantities will be multiplied by the City Cost Index, the applicable coefficient, any adjustment factor to determine the total cost of a Job Order. Once the applicable line items and the quantities thereof have been agreed upon by the customer and the contractor; the Job Order will be handled as though it were a lump sum fixed price contract for the specified scope of work. The current version of RS MEANS Facilities Construction Cost Data will apply upon execution of any options.

   Contractors may, at their option, also include a coefficient applied to the Xactamate estimating program

7. This contract will be for one year.. At its sole discretion, TCPN may renew this contract for up to four (4) additional one year periods. The contractor will be notified in writing at least 60 days in advance of the expiration of each year term whether TCPN intends to exercise the next option. If TCPN has notified the contractor of their intent to renew, and the contractor does not desire to have his option exercised, he must notify TCPN at least 45 days before expiration of the option.

8. If operational reasons require it, TCPN may extend the term of any contract upon 30 days written notice to the contractor. If the contractor refuses to accept the extension, he must provide written notice of his refusal within 14 days.

9. There is no guaranteed minimum or maximum annual volume. Proposers are responsible for determining their anticipated volume for each state by considering their level of performance, their opinion of potential work in each area, and their marketing plan.

10. Items that cannot be found in the UPB are considered "non-pre-priced". If an item basically the same in "form, fit, and function" can be found in the price book, it can be used to price the line item if appropriate rationale and documentation is provided. If a like item cannot be found, the contractor and the customer will negotiate an equitable price. Once negotiated, this price may be added to the UPB and will no longer be considered non pre-priced for that customer. These prices will be adjusted annually, if an option is exercised, based upon the differences in the MEANS Historical Cost Indices for the current and past year.

11. In the event of disputes between contractors and customers, TCPN will examine the particulars, determine the relevant facts, and render a decision.

12. The CSI Master Text Specifications and all current national and local codes will apply to the work done under this contract.

13. At this time TCPN does not plan on holding a Pre-bid Conference. All questions concerning this solicitation shall be addressed in writing to Doug Rupe, Contract Consultant at drupe@tcpn.org. The questions and answers will be posted on the TCPN website at www.tcpn.org. TCPN reserves the right to schedule a Pre-bid Conference in Houston, Texas if there is sufficient need.

14. Proposals will consist of two volumes, Past Performance Volume, and a Technical and Cost Volume. The Past Performance Volume will provide information on the Contractor's past performance and relevant experience. The Technical and Cost Volume will provide information on the Proposer's plan to manage a TCPN Cooperative Job Order Contract and the contractor's base co-efficient. **INFORMATION OBTAINED FROM ANY VOLUME OF THE PROPOSAL, OR ANY OTHER RELEVANT SOURCE, MAY BE USED IN EVALUATION.**

23. This is a "best value" solicitation. Awards will be made to those offerers whose performance and technical scores, as determined by the evaluation team in accordance with the evaluation criteria, combined with their coefficient (price) provide, in the sole judgment of TCPN, the overall "best value" to TCPN and its customers.

25. TCPN reserves the right to award to other than the lowest price, reject any or all proposals in whole or in part, and to waive technical defects, irregularities, and omissions, if in its sole judgment the best interest of TCPN and its customers will be served.

26. TCPN intends to award without discussions. However, if it appears that oral presentations and/or discussions are required to select the best value contractors or obtain competitive pricing, TCPN reserves the right to do so.

27. Performance bonds will be required on all Job Orders over $100,000. and Payment Bonds on all Job Orders over $25,000. A letter from a surety, licensed to do business in the State of Texas, attesting to their willingness to bond you up to $5 million per year for this contract is required. Your plan for providing additional bonding if your annual volume exceeds $5 million must be included the Technical Volume. The awarded contractor may be asked to provide the same information for any other states that they wish to offer services in under this contract.

28. The contractor will maintain, at his expense, adequate insurance coverage to protect him, TCPN, and the customers from: claims arising under the Workers Compensation Act; from claims for damages resulting from bodily injuries and damage to the property of others; and from claims for damages resulting from the operation of motor vehicles. Please provide certificates for your insurance coverage in the Cost Volume. Within 10 days after award, TCPN/Region 4 ESC must be added as an additional insured.

Minimum Insurance Requirements are as follows:

Workers' Compensation - statutory benefits.
Employer's Liability - $1,000,000 each accident, each employee.
Commercial General Liability - $1,000,000 per occurrence and in aggregate annually.
Business Auto Liability Insurance - $1,000,000 per occurrence.

29. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless TCPN, Region 4 ESC, and their respective trustees, officers, employees, representatives, agents, and customers from and against all suits, demands, claims, causes of action, damages, losses, fines, penalties, costs and expenses (including legal fees and court costs) caused by, resulting from, arising out of, or occurring in connection with the performance of the Work or compliance (or failure to comply) with the terms of this Agreement, even though such loss, cost, damage, injury, claim, demand, suit or expense may be attributable to the joint, concurrent, comparative, contributory, or sole negligence of any party indemnified hereby.

30. The completed proposal of the successful offeror will be incorporated in the Contract and the Contractor will be bound by the terms thereof.

PROPOSAL INSTRUCTIONS

1. Proposals will consist of a Past Performance Volume, (original and one copy) and a Technical and Cost Volume (original and one copy) plus an electronic copy.

2. The Past Performance Volume will provide information on the Contractor's past performance and relevant experience. The Technical Volume will provide information on the Bidders plan to manage the TCPN Cooperative JOC should he be awarded a contract. The Cost portion will provide the Contractor's coefficients for normal hours (M – F, 7 am to 5 PM), a brief explanation of the rationale for these coefficients, the Contractor's history for submitting claims and change orders, and financial and bonding information. **INFORMATION OBTAINED FROM ANY VOLUME OF THE PROPOSAL, OR ANY OTHER RELEVANT SOURCE, MAY BE USED IN THE EVALUATION.**

3. Each volume should be placed in loose-leaf binders, securely wrapped, and marked: "Cooperative Job Order Contract RFP 08-14, Past Performance Volume and Technical and Cost Volume, as appropriate. Each volume must arrive at the TCPN offices in the Region IV Education Service Center, 7145 West Tidwell Road, 77092 by the date and time specified.

4. All Proposals must be delivered in person, or by delivery services, or by United States mail. No faxed or electronically transmitted proposals will be accepted. **Late proposals will not be accepted and will be returned unopened.**

5. The Past Performance Volume should contain the following:
   a. Past Performance Information. Provide a list of contracts completed within the last five years, or currently in progress, involving the simultaneous use of multiple subcontractors on multiple projects. List any other cooperative JOC programs you are or may have participated in. The following information should be provided on each contract:
      (1) Customer name and location of contract
      (2) Type of project and total value of work done
      (3) Start date and completion date
      (4) Names and phone numbers of major subcontractors
      (5) Name, Phone Number, Address, Fax Number, Email address, and position of primary point of contact (You may provide a secondary point-of-contact, if desired.)
   b. Relevant Experience. Provide a matrix showing each contract completed within the last five years, or currently in progress, along the vertical axis; and across the horizontal axis list indicate those contracts involving the following functions by checking, or filling in the applicable blocks:
      (1) JOC, SABER, DOC, IDIQ and other Job Order, task order, or job order, type construction services.
      (2) Work on governmental, educational or other non-profit facilities
      (3) Work on multiple projects simultaneously
      (4) Working with multiple subcontractors simultaneously
      (5) Partnering as a member of a team consisting of the client, the contractor, and his employees and subcontractors
      (6) Working on IDIQ contracts with multiple customers where marketing was necessary to obtain work.
      (7) Successfully met goals for subcontract of work to small businesses and MWBE's.

   Do not leave out any relevant projects! TCPN reserves the right to check references other than those submitted.

6. The Technical and Cost Volume should briefly explain how you plan to staff and operate the

TCPN Cooperative JOC in Texas. Present your team, organization, staffing, project management, customer service and marketing plan, and subcontracting procedures in the same order and providing the information indicated in the applicable evaluation criteria found in the **EVALUATION** section.

7. The Technical and Cost Volume must present the rationale you used in computing your coefficient your claims, and change order history:

a. It should show how you computed the cost of doing the work and the various elements that made up your coefficient, to include G & A, profit, overhead, labor and burden, contingencies, etc. Show the values used and the computations.

b. Remember that the bid coefficient **must include** all costs other than those contained in the pre-priced unit prices, including, but not be limited to: direct cost of doing the work; labor burden; overhead; G & A; profit; project office expenses; mobilization and close-out costs; insurance; compliance with environmental laws; protective clothing and equipment; contractor computer equipment and software; vehicles, maintenance, and fuel; a program administration and assistance fee of 2.5% and all contingencies in connection with performing the work. **NO ADDITIONAL PAYMENT WILL BE ALLOWED FOR ANY OF THESE ITEMS.**

c. The following Line Items in Division 1 of the UPB may not be used for the pricing of Job Orders, as these items are to be included in the bidder's coefficients:
All line items in Sections 01100-200CM, 01300 except 01300-700 only if requested by client, 01400 (less 1450), 01500 (except for those line items in 01510-800, 01530, 1540-500, 550,700-780, 01550, 01560, 01580, and 01590-600,) 01700, & 01800.

d. The Contractor is responsible for obtaining all required permits. The customer will reimburse the Contractor for the actual cost charged by the permitting agency of the permits, therefore do not include the cost of permits in your coefficient.

e. Fill out the Bid Schedule and include it in your cost volume. It must be signed by an officer of your company.

f. Provide a list of the contracts used in the Past Performance Volume and the change orders and claims for each contract showing the date, amount, whether owner or contractor generated, and any remarks desired.

g. Provide a letter from a surety authorized to do business in the State of Texas attesting to their willingness to provide you bonding for up to $5 million per year.

h. Describe how you will meet additional bonding requirements if your annual volume exceeds $5 million per year..

i. Provide copies of your insurance certificates from companies with a rating of B++ or better and licensed to do business in Texas.

j. Provide an audited latest available financial statement.

k. Provide a Company Information Statement.

l. Provide a completed Felony Conviction Notice. This will also be required of all subcontractors in Texas.

EVALUATION

1. Selection of the successful offerer(s) will be based upon the evaluation and scoring of the following factors to determine the proposer who offers the overall best value, price and other factors being considered:

a. PAST PERFORMANCE (the reputation of the vendor and the vendor's goods and services; the quality of the vendor's goods and services; the vendor's past relationship with customers; and any other relevant factor that a private entity would consider in selecting a vendor to include: **(30 point)**
   (1) The overall reputation of the offerer and his business operations;
   (2) The quality of the offerer's construction and other relevant services and his ability to meet schedules, operate with a minimum of disruption, and adhere to a budget;
   (3) The past relationship of the offerer with school districts and other customers with particular emphasis on teamwork, communication, and cooperation;
   (4) The offerer's ability to work with multiple small business subcontractors and provide technical assistance as needed;
   (5) The offerer's performance in meeting agreed upon goals for utilization of small businesses, MWBE's, and other businesses that are disadvantaged by social, economic, or physical factors ;
   (6) The offerer's performance in managing multiple projects with multiple subcontractors simultaneously;
   (7) The offerer's performance in paying subcontractors promptly and mentoring and assisting them;
   (8) The offerer's performance in working with architects and engineers; and,
   (9) The offerer's safety record.

b. RELEVANT EXPERIENCE (the extent to which the offerer is experienced in providing goods or services that can meet a government agency's) **(20 points)**
   (1) The experience of the offerer in performing JOC, SABER, DOC, and other Job order type construction services as measured by total volume of work done, number of contracts, and total years;
   (2) The experience of the offerer in working on school or other governmental facilities as measured by number of projects and total volume;
   (3) The experience of the offerer in working on multiple projects simultaneously as measured by total number of projects;
   (4) The experience of the offerer in working with multiple subcontractors as measured by the number of projects with multiple subcontractors and the average number of subcontractors on a project;
   (5) The experience of the offerer in working as a part of a design-build team as measured by the number of projects; and,
   (6) The experience of the offerer in partnering as a member of a team consisting of the client, its customers, the contractor, and his employees, subcontractors, and other team members as measured by the number of contracts;

c. PROJECT MANAGEMENT ABILITY (proposed personnel and methodology) **(20 points)**
   (1) Corporate organization and overall project control, their interface and support with this Cooperative JOC project office;
   (2) Any proposed teaming arrangements and their operational procedures;
   (3) Project Organization Chart, to include organization; staffing to include their functions, roles, and responsibilities; and use of team members personnel, if applicable;
   (4) Position Descriptions and resumes of the proposed project organization;
   (5) Interface of Contractor's staff with customers and TCPN;

(6) Job Order Management, to include: response to customer request for job order proposals; planning and preparation of job order documentation, design, plans, scope of work, negotiation with customers over applicable line items and necessary quantities to perform the desired scope of work, trades packages, construction details, estimating, site supervision, turn-over packages, and close-out;
(7) Procedures for providing up-front assistance to customers in defining their scope of work, value engineering, etc.;
(8) Communication procedures with TCPN, customers, and subcontractors, to include the use of web sites and Internet;
(9) Procedures to facilitate the ordering of JOC work by customers;
(10) Procedures for keeping TCPN and customers informed of project status and schedule;
(11) Quality Control procedures; and,
(12) Safety procedures.

d. CUSTOMER SERVICE AND MARKETING PLAN **(20 points)**
Provide a plan for providing quality service to your customers and marketing your Cooperative JOC to potential customers. **An inadequate marketing plan in TCPN's view, may disqualify a contractor from consideration.**
The plan should include, but is not limited to:
(1) Participating in local school forums and educating potential customers on the advantages of using your Cooperative JOC to meet their facility needs;
(2) Identifying potential customers;
(3) Training interested customers on the "how" of using your Cooperative JOC;
(4) Procedures to facilitate the ordering of JOC work by customers, to include providing an user-friendly interface for ordering work;
(5) Procedures for providing up-front assistance to customers in defining their scope of work, value engineering, etc, to include the use of team A/E's to assist customers in performing necessary design and monitoring of their Cooperative JOC to produce safe and functional facilities.;
(6) Communication procedures with TCPN, customers, and subcontractors, to include the use of web sites and Internet;
(7) Keeping customers informed of the status of their projects;
(8) Coordinating and communicating with customers before, during, and after projects to ensure them of your desire and ability to start on time, operate with minimal disruptions, provide a clean and safe work area, finish on time, provide the proper documentation, and invoice on schedule;
(9) Obtaining feedback from customers; and,

e. SUBCONTRACTOR MANAGEMENT ABILITY **(10 points)**
(1) Plan for identifying, selecting, managing, mentoring, and assisting subcontractors;
(2) List of proposed subcontractors to include the mix of trades, size, location, and diversity;
(3) Procedures for encouraging and assisting small businesses, MWBE's, and other businesses that may be socially, economically, or physically disadvantaged;
(4) Use of professional/technical service subcontractors or team members such as architects, engineers, and testing companies; and,
(5) Contingency planning for unsatisfactory subcontract work.

f. PROJECT PRICE AND TOTAL COST **(30 points)** will be compared to performance and technical scores to determine the overall best value to TCPN and its customer(s), all factors being considered. Factors considered include:
(1) The value of the bid coefficient;
(2) The reasonableness and soundness of the rationale used in its computation; and,
(3) The record of the contractor for change orders and claims and its effect, if any, upon actual costs.
(4) The contractor's ability to meet bonding requirements.

g. COMPANY INFORMATION. This information will be used to determine if a proposer is a Texas Resident Proposer or not. If a proposer is a non-resident proposer, his proposal will be treated in the same manner that proposals from Texas Resident Proposers would be in their state.

h. FELONY CONVICTION NOTICE. If an owner or operator has been convicted of a felony, this information must be made available to any school district potential customers. This will apply to all subcontractors that must be registered and qualified via TCPN or similar forms.

2. TCPN reserves the right to award to other than the lowest price, reject any or all proposals in whole or in part, and to waive technical defects, irregularities, and omissions, if in its sole judgment the best interest of TCPN and its customers will be served.

3. TCPN reserves the right to consider a contractor that currently holds a cooperative job order contract if the terms and pricing offered are substantially better for the TCPN membership than the existing contract.

4. TCPN reserves the right to make additional awards within 360 days of the original contract and award for any reason.. TCPN reserves the right to cancel the contract or approve an ownership change.

5. In signing the contract documents, the proposers are certifying that the proposal is being made without any previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, supplies, equipment, and/or services, and is in all respects fair and without collusion and fraud.

6. Requests for additional information or clarification of specifications should be directed in writing to: Doug Rupe at: drupe@tcpn.org.

SCOPE OF SERVICES TO BE PROVIDED

1. GENERAL INFORMATION

This is a fixed unit price, indefinite delivery indefinite quantity contract for the performance of a broad range of construction services to include minor construction, repair, renovations, alterations, and maintenance projects, to include limited design (if allowed by law) and professional supervision on an as-needed basis as may be required by school districts and other entities served either directly or through interlocal agreement by TCPN. The specific work requirements will be identified in Job Orders to be issued by the customers.

2. DOCUMENTS

The following documents shall be used in the execution of work under this Contract:

a. The Unit Price Book, the current edition of the RS MEANS Facility Construction Cost Data, which contains pricing information for the description of work to be accomplished and specifies the unit of measure.
b. CSI MASTERTEXT Specifications, current edition.
c. The TCPN JOC contract which contains the applicable Terms and Conditions.
d. The Contractor's proposal.
e. All relevant National, State, and Local laws, codes, and regulations.

3. JOB ORDERS

With the exceptions of emergencies, any work required under this Contract shall be ordered by issuance of formal written Job Orders containing the approved Job Order Proposal and the customer's Purchase Order. The process will occur as follows:

a. As the need exists for performance under the terms of this Contract, the customer's representative will notify the Contractor of a requirement for JOC services. This notification may be by Email, phone, fax, or via the Contractor's web site.
b. Upon the receipt of this notification, the Contractor shall respond within two (2) working days, or as otherwise instructed by TCPN, (two hours in emergencies) by:
c. Visiting the proposed site in the company of the customer's representative; or,
d. Establishing contact with the customer to further define the scope of the requirement.
e. Upon establishment of the scope of the individual requirement, the customer shall request a Job Order Proposal, the Contractor shall then prepare a Job Order Proposal further defining and restating the scope, to include providing limited design as required, and providing a line item proposal of the individual tasks, quantities, and costs using the applicable City Cost Index, his bid coefficient, and any applicable adjustment factors. The Unit Price Book shall serve as the basis for establishing the value of the work to be performed. The Contractor's proposal shall be submitted as negotiated with the Customer.
f. Upon receipt of the Contractor's proposal, the customer's representative will review the proposal for completeness and will reach agreement with the Contractor on pricing, schedule, and all other terms, prior to issuance of a Job Order and Purchase Order.
g. The customer will issue a formal Job Order that will contain the Job Order Proposal and the Purchase Order; establish the Statement of Work, Start Date, the Price, and the Schedule; and will be the Contractor's Notice to Proceed. This Job Order will be signed by both the customer and the Contractor and serves as evidence of agreement as to the scope of work and the lump sum total price for it.
h. In the event of emergency requirements for service, the procedures above will be expedited upon receipt of a verbal Job Order by the customer or his designated representative. Work will commence as required and documentation will be provided as soon as possible.

4. SCHEDULING OF WORK

a. For each project, the customer will issue a Job Order that will serve as a "Notice to Proceed" and will contain the approved Purchase Order based upon the negotiated and approved Job Order Proposal. The first day of performance shall be the effective date specified in the Job Order. Any preliminary work started or materials ordered or purchased before receipt of the Job Orders shall be at the risk and expense of the Contractor. The Contractor shall diligently prosecute the Work to completion within the time set forth in the Job Order. The period of performance includes allowance for mobilization; holidays; weekend days; normal, as based upon climatological data, inclement weather; and cleanup; therefore, claims for delay based on these elements will not be allowed. When the Contractor considers the Work complete and ready for its in-

tended use, the Contractor shall request the customer to inspect the Work to determine the status of completion. When the customer determines the Work to be substantially complete, he will issue a Certificate of Substantial Completion with a list of items to be completed or corrected prior to final payment for the Purchase Order. The Contractor shall proceed promptly to complete and correct items on the list.

b. Purchase and storage of materials and equipment shall be made without interference to the customer's operations and personnel.
c. Furniture and portable office equipment in the immediate work area will be moved by the Contractor and replaced to its original location. If the furniture and portable office equipment cannot be replaced to its original location, the customer will designate new locations.
d. The Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by the Contractor at no cost to the customer. The Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Purchase Order. Proposed traffic control methods shall be submitted to the customer for final approval.
e. The Contractor shall be responsible for obtaining all required permits. He will include the actual cost in his invoice.
f. The TCPN Administrator will be available to assist in coordination and resolution of disputes. Either the Contractor or the customer may request dispute assistance.
g. The TCPN Administrator may inspect any project, audit contractor files and documentation, and assist in education, marketing, and training.

5. QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

The Contractor shall submit, for TCPN approval, a Quality Assurance/Quality Control Plan within fifteen (15) calendar days after Contract Award. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with the customer's inspectors.

6. SAFETY PLAN

The Contractor shall submit, for TCPN approval, a Safety Plan within fifteen (15) calendar days after Contract Award. This plan should address all aspects of safety procedures including responsibility for OSHA compliance, drug testing, trend analysis, corrective action and interface with TCPN inspectors.

7. CUSTOMER SERVICE AND MARKETING PLAN

The Contractor shall submit, for TCPN approval, a Customer Service and Marketing Plan, within fifteen (15) calendar days after Contract Award. This plan should address the Contractor's outreach, education, networking, communication, coordination, customer surveys, feedback, and other procedures to market his services to potential customers and provide quality customer service to existing customers.

8. CONTRACTOR'S PROJECT GENERAL MANAGER

The Contractor's Project General Manager shall be knowledgeable in multiple disciplines including electrical, mechanical, HVAC, paving, landscaping, painting, roofing and plumbing. The Project General Manager's background and credentials must be acceptable to TCPN. Registration as a Professional Engineer or Architect, in the State of Texas is desirable, but not required.

10. CUSTOMER FURNISHED UTILITIES

Customers shall provide free of charge to the Contractor utilities and toilet facilities that are available at each site for work performed under this Contract as follows:

a. Water for Project Sites:
    1. Customer shall furnish to the Contractor from existing customer facilities and without cost to the Contractor, a supply of water necessary for the performance of work under this Contract.
    2. Contractor will furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply. It is the responsibility of the Contractor to determine the extent to which existing customer water supply sources are adequate for the needs of this Contract.
    3. Taps, connections, and accessory equipment required in making the water supply source available may be furnished and the necessary work therewith done by the Contractor at customer expense, or by the customer. If the connection work is to be done by the Contractor, it shall be coordinated, scheduled, and performed as directed and approved by customer. Said taps, connections, and

accessory equipment shall be maintained by the Contractor in a workmanlike manner in accordance with the rules and regulations of the applicable jurisdictions.

a. Upon completion of the Contract the removal of all taps, connections and accessories will be accomplished by the Contractor so as to leave the water supply source and facility in its original condition. Such removal shall also be subject to the approval of customer.

b. Electricity for Project Sites:
   1. Customer shall furnish to the Contractor from existing customer facilities and without cost to the Contractor, electricity necessary for the performance of work on customer's projects. Customer will in no case furnish or install any electrical facility or accessory for the purpose of this Contract.
   2. It is the responsibility of the Contractor to determine the extent to which existing customer electrical facilities are adequate for the needs of the project.
   3. All taps, connections, and necessary equipment required in making the electrical power available will be accomplished by and at the expense of the Contractor. All work in connection therewith shall be coordinated, scheduled and performed as directed and approved by customer. Said taps, connections, and accessory equipment shall be maintained by the Contractor in a workmanlike manner in accordance with the rules and regulations of the applicable jurisdictions.
   4. Upon completion of the Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of the Contractor so as to leave the electrical power source and facility in its original condition.
   5. Such removal shall also be subject to the approval of customer.

c. Toilet Facilities:
   1. If toilet facilities are reasonably available, customer will make them available to Contractor.
   2. If toilet facilities are not reasonably available, Contractor will arrange for portable toilets as needed.

11. WORK BY CUSTOMER

TCPN and its customers reserve the right to undertake or award contracts for the performance of the same or similar type work as contemplated herein, and to do so will not breach or otherwise violate this Contract.

COMPANY INFORMATION

The following information is required by TCPN in order to comply with provisions of state law. Texas Revised Civil Statutes Article 601g, State or Political Subdivision Contracts for Construction, suppliers, Services; Proposals by Non-resident, defines a "Nonresident Proposer" as a proposer whose principal place of business is not in this state.

A "Texas Resident Proposer" is defined as a proposer who has a principal place of business is in this state.

The State Controller's Office defines Principal Place of Business as follows: Principal Place of Business in Texas means, for any type of business entity recognized in the State of Texas, that the business entity:

> "has at least one permanent office located within the State of Texas, from which business activities other than submitting proposals to governmental agencies are conducted and from which the proposal is submitted, and has at least one employee who works in the Texas office."

Name of Firm: _____

Principal Place of Business

_____

Address:

_____

City, State, Zip

Phone No. _____ **Fax No.** _____

Email: _____ **Web site:** _____

The above firm _____ **(is/is not) a Texas Resident Proposer.**

_____

Signature

_____

Name

_____

Title

FELONY CONVICTION NOTICE

State of Texas Senate Bill 1, Section 44.034, Notification of Criminal History, Subsection (a) states: *"a person or business entity that enters into a contract with a school district must give advance to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must give a general description of the conduct resulting in the conviction of a felony."*

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION

I, the undersigned authorized agent for the firm named below, certify by my signature below, that the following information is true.

FIRM'S NAME: _____

AUTHORIZED AGENT'S NAME: _____

TITLE: _____

1. This firm is a publicly held corporation, therefore this reporting requirement is not applicable.

   Signature: _____

2. This firm is not owned nor operated by anyone who has been convicted of a felony.

   Signature: _____

3. This firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

   Names of felon(s): _____
   Attach additional sheets if necessary

   Details of Conviction(s): _____
   Attach additional sheets if necessary

   Signature: _____

BID CO-EFFICIENT SCHEDULE

Coefficient for Work during Normal Hours.

Contractor will provide JOC services during normal working hours (M – **F**, 7 am to 5 pm, except for designated holidays), for the line item unit prices in the "**T**otal, incl. O & P" column of the current edition of the R.S. Means Facility Construction Cost Data, adjusted by the specified City Cost Index, relevant adjustment factors found in Paragraph 10 of **"Information to Offerors"**, and multiplied by the **bid coefficient of:**

_____Facilities Construction Cost Data

_____ Facilities Maintenance & Repair Cost Data

_____Xactamate (optional)

List any modifications or exceptions (i.e. Davis Bacon wage rates)

_____

_____

_____

The undersigned hereby agrees to provide the services in accordance with our proposal and at the bid coefficient as indicated above and adjusted by the relevant factors. We understand that there is no guarantee of receiving any work.

_____
Company Name

_____
Authorized Agent

_____
Signature (in ink)

_____
Title

_____
Address

_____
City, State, Zip

_____
Phone Number

_____
Date

SAMPLE CONTRACT

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THE COOPERATIVE PURCHASING NETWORK
JOB ORDER CONTRACTING
CONTRACT

THIS CONTRACT, entered into and made effective the ____ day of _____, 2010 by and between the The Cooperative Purchasing Network (hereinafter referred to as TCPN) and _____, a _____corporation (or other legal entity) with offices at _____ (hereinafter referred to as Contractor).

WITNESSETH:

THAT IN CONSIDERATION of the mutual promises and covenants hereinafter contained in this Contract by these presents do agree, as follows:

ARTICLE 1

DEFINITIONS

The following is a list of definitions that are used throughout the request for proposal and in the pricing process. All of the definitions will as a whole be included in the contract for this program. This list includes established definitions from the Center for Job Contracting Excellence.

ASSIGNMENT, Any award made as a result of this solicitation, may not be transferred, assigned, subcontracted, mortgaged, or pledged, or otherwise disposed of or encumbered in any way by the contractor.

ADDENDUMS, Additions to the contract or delivery order as agreed to by TCPN, the client member, and the contractor to meet specific or special contract requirements.

BEST VALUE is determined with multiple parameters of past performance, previous experience, references, and price. Each comprises part of "best value" price is only one parameter as is past performance.

BUYER is the independent school district (ISD), institute of higher learning, government entity, or non-profit agency that uses this contract. (See Client Member)

CITY COST INDEX, Defined pricing indices published by R.S. Means (see R.S. Means) as local modifiers to the national cost data.

CLIENT MEMBER, any ISD, ESC, University, Municipality, County, Federal or State Agency or non-taxed entity empowered to enter into a agreement with TCPN via their governing boards or trustees. For ISD's, ESC's, Cities and Counties in Texas an inter-local agreement must be signed.

COEFFICIENT is the contractors' coefficient multiplier that is applied to the local city cost index and the unit price book R.S. Means. It will include all of the direct costs in doing the work to complete any task order. It will include all overhead items such as office, safety equipment, vehicles and fuel, computers, printers, programs, insurance maintenance, two and ½ percent (2.5%) TCPN management fee, final site cleanup and all contingencies program project management and administration, and sufficient jobsite supervision.

CONTRACTOR is the awarded Job Order Contractor, (or any substitute Job Order Contractor as designated by TCPN) and its senior manager or other duly authorized representative which means any person specifically authorized to act for the Job Order Contractor by executing the Contract, and any modifications thereto. The Contractor's duties include execution of the Contract and performance of the Work in accordance with any Job Orders that may be issued. The term "Contractor" includes the prime

contractor, managing partner, or other designated party who is authorized to commit all members of any team or other entity and is contractually responsible for performance of the Contract.

CONTRACT as used herein means this agreement including its attachments, the Contractor's Proposal, and any Job Orders that may be issued by Customer to Contractor. The overall contract is executed by TCPN on behalf of its Customers. Customers issue Job Orders in accordance with this Contract and become Parties to it thereby. Once a Job Order has been successfully negotiated and the Scope of Work, schedule, applicable line items, quantities, and adjustment factors agreed to by Customer and Contractor, said Job Order becomes a lump-sum fixed price contract subject to the terms and conditions of this Contract for performance of the Work as agreed.

CUSTOMER means a member of The Cooperative Purchasing Network who has contracted for services from the Contractor through the use of this contract and subsequent Job Orders issued by Customer. It also means Customer's Director, Purchasing Officer, Facility Director, Contract Administrator, or any other duly designated representative specifically authorized to act for Customer in executing the Contract, and any modification thereto. Customer's duties include implementation of the Contract through their Job Orders; including the negotiation of change orders and modifications applicable to their Job Orders; assessing the Contractor's technical performance and progress; inspecting and periodically reporting on such performance and progress during the stated period of performance to TCPN; and, certifying as to the acceptance of the Work in its entirety or any portion thereof, as required by the Contract documents.

DELIVERY ORDER (DO) is the scope of services approved from the Job Order Proposal and reviewed and approved by the Client Member for the PO.

DELIVERY ORDER MANAGER reports to the PGM and is the day to day field supervisor working with the Job Orders, proposals (estimates), subcontractors and interfacing with the client members.

EDUCATION SERVICE CENTER (ESC) is part of a Texas governmental agency (Texas Education Agency) providing services within their defined regions to school districts and other governmental entities.

JOB ORDER, a line item estimate taken from a job order proposal using the coefficient and R.S. Means which once agreed to by the client member becomes a lump sum fixed price contract and a notice to proceed for the stated scope attached to the purchase order.

JOB ORDER CONTRACTING (JOC), a variable term indefinite delivery, indefinite quantity (IDIQ) contract for construction services on an on call basis through negotiated line item delivery orders (job orders) to include under State of Texas minor construction, repair, renovation, alterations, maintenance projects and limited design for architectural and engineering services. It is based upon the contracts priced coefficient applied to the city cost index and the line items in the unit price book (R.S. Means). When the line items are agreed to it becomes a lump sum firm fixed price contract for that negotiated scope of services. (Texas Education Code TEC Sub B 44.041).

JOB ORDER PROPOSAL is the response from the contractor to the client member from the clients request for a specific project. It will contain the line item estimate for the project as defined in the UPB and include a written scope of work for services to be performed.

KEY STAFF MEMBERS are considered to be critical to the quality, implementation and successful support and execution of the program. The past performance and experience of the key staff that has been committed to the program will be evaluated. These are considered by TCPN to include the PGM, Delivery Order Managers, Business Manager, Safety/Environmental Manager, QA/QC Manager, and Marketing Manager.

MULTI-AWARD NON-COMPETE, while the TCPN JOC is a multi-award contracting program no client member may compete delivery orders with other TCPN contractors.

NON PRE-PRICED ITEMS are those items that cannot be found or reasonably compared to listed line items in the UPB.

PUBLIC INFORMATION ACT AND PROPRIETATRY MATERIALS, under the Public Information Act certain materials may be requested by the public. Contractors should not submit proprietary materials as part of their proposal. TCPN is subject to the Public Information Act, as are all public entities.

PROJECT GENERAL MANAGER (PGM) is the senior member of the contractor's team and will be the ultimate interface between TCPN and the client members.

PURCHASE ORDER (PO) is the client member's approval providing the authority to proceed with the negotiated delivery order under the contract and inter-local agreement. Special terms and conditions as agreed to between the contractor and the client member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the client member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

JOB ORDER PROPOSAL REQUEST is originated from the client member and provides a general scope of project services or architectural drawings, a requested schedule and any special addendum requirements. From this information the contractor will develop the scope of work for his job order proposal.

SCOPE OF WORK (SOW) is the specific work that has been agreed to be undertaken and accomplished under the JOC contract via the delivery order process.

SUBCONTRACT as used herein means any Contract including purchase orders (other than one involving an employer-employee relationship) entered into by the Job Order Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.

TCPN is The Cooperative Purchasing Network, its Director, and other authorized employees or agents.

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UNIT PRICE BOOK (UPB) R.S.Means will be the unit price book for this contract using the R.S. Means right hand column and the most recent edition including any quarterly updates provided. All line items provided in DO proposals are to be carried out to R.S. Means 12-digit line number. Contractors at their expense will make copies of the UPB available to the client member upon request via electronic or printed media.

ARTICLE 2

WORK TO BE PERFORMED

2.1 In response to Job Orders that may be mutually agreed upon and issued periodically by Customer, the Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for survey, design, and construction work (hereinafter called "the **Work**") which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order and as further specified in the Bid Coefficient Schedule and any adjustment factors both of which are incorporated herein and made a part hereof.

2.2 This Contract embodies the agreement of Customer and the Contractor to terms and conditions which will govern any Work that may be prescribed under a Job Order that may be issued by Customer and agreed to by the Contractor. Nothing herein shall be construed as requiring Customer to issue any Job Order, nor requiring the Contractor to accept same, it being the intent that both parties must mutually agree to any specific Work before a Job Order may be issued.

ARTICLE 3

JOB ORDERS

3.1 Performance of the Work shall be undertaken only upon the issuance of written Job Orders by Customer. Job Orders shall be in accordance with the requirements specified in Attachment "B," Scope of Services, and will set forth, with the necessary particularity, the following:

a. Contract number along with the Job Order Contractor's name;
b. Job Order number and date;
c. The agreed Scope of Work and applicable technical specifications and drawings;
d. The agreed period of performance and, if required by Customer, a work schedule;
e. The place of performance;
f. The agreed total price for the Work to be performed;
g. Submittal requirements;
h. Customer's authorized representative who will accept the completed Work;
i. Signatures by the parties hereto signifying agreement with the specific terms of the Job Order; and
j. Such other information as may be necessary to perform the Work.

3.2 Job Orders may be amended by Customer in the same manner as they are issued.

3.3 The minimum Job Order value is $1000.00 unless waived by Job Order Contractor.

ARTICLE 4

SPECIFICATIONS AND DRAWINGS

4.1 The proposal coefficient should provide reasonable oversight for engineering and architectural (A&E) design to meet both local and Texas state requirements. The contractor should expect as part of his coefficient those services that are required to obtain building permits and meet local and state standards for design and oversight. They may be provided via his own staff, subcontractor, or working with the client's managers, architects and engineers wherever such professional architectural and engineering services are required.

4.2 **A&E selection and fees for this service will meet the requirements of the State of Texas for such selections and fee negotiations. The TCPN job order contracting program will follow the Texas State Statutes, as applicable, for the requirement of and selection for A/E services as of the date of this contract. Where possible design services will be approved by the client member's engineer or architect. If the client member does not have these services on staff or under direct contract, then the client member must make the selection per state law. TCPN reserves the right to modify this section per future changes or clarifications in the code.**

4.3 Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of Customer is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" Customer, unless otherwise expressly stated.

4.4 Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying the Contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed."

4.5 Shop drawings means drawings submitted to Customer by Contractor showing in detail:
a. The proposed fabrication and assembly of structural elements and,
b. The installation (i.e., form, fit and attachment details) of materials or equipment.
c. The construction and detailing of elements of the Work.

It includes sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules,

performance and test data, and similar materials furnished by Contractor to explain in detail specific portions of the Work. Customer may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract.

4.6 Contractor shall coordinate all shop drawings, and review them for accuracy, completeness, and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to Customer without evidence of Contractor's approval may be returned for resubmission. Customer will indicate its approval or disapproval of the shop drawings and if not approved as submitted shall indicate Customer's reasons therefore. Any work done before such approval shall be at Contractor's risk. Approval by Customer shall not relieve Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with paragraph 4.6 below.

4.7 If shop drawings show variations from the Job Order requirements, Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Customer approves any such variation, Customer shall issue an appropriate Contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

4.8 Contractor shall submit to Customer for approval an appropriate number of copies of all shop drawings as called for under the various headings of these specifications. Sets of all shop drawings will be retained by Customer and one set will be returned to Job Order Contractor.

4.9 Omissions from Customer provided drawings or specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve Contractor from performing such omitted or mis-described details of the Work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

4.10 Contractor shall check all Customer furnished drawings immediately upon receipt and shall promptly notify Customer of any discrepancies. Likewise, Customer shall review all Contractor furnished drawings immediately upon receipt and promptly notify Contractor of any discrepancies. Figures marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.

ARTICLE 5

USE OF SPECIFICATIONS, DRAWINGS AND NOTES

5.1 All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to, or developed by, Contractor pursuant to the Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part thereof, shall be the property of Customer and may be used by Customer without any claim by Contractor for additional compensation, unless such material developed by Contractor does not result in an issued Job Order. In addition, Customer agrees to hold the Contractor harmless to the extent permitted by law from any legal liability arising out of the Customer's use of such materials.

ARTICLE 6

PERMITS AND RESPONSIBILITIES

6.1 Contractor shall be responsible for processing of drawings for: approval by appropriate oversight bodies; for obtaining any necessary licenses and permits; and, for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Work. Customer will reimburse Contractor for the actual, documented costs of construction permits required for the performance of the Work. Contractor shall also be responsible for all damages to persons or property that occur as a result of Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the

entire Work, except for any completed unit of Work which may have been accepted under the Contract.

ARTICLE 7

MATERIAL AND WORKMANSHIP

7.1 All equipment, material, and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Job Order. References in the specifications to equipment, material, article, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. Job Order Contractor may, at its option, use any equipment, material, article, or process that, in the sole judgment and prior written approval of the Customer, is equal to that named in the specifications, unless Customer has prior to negotiation of Job Order notified Contractor that certain standard items of material and equipment are required for standardization of maintenance and spares and reduction of life cycle costs. If this standardization should require the use of more expensive material or equipment than would otherwise be required by the specifications, Contractor will be entitled to an equitable adjustment equal to the verified difference between standard items and those proposed which meet the specifications.

7.2 Contractor shall obtain Customer's approval of the machinery and mechanical and other equipment to be incorporated into the Work. When requesting approval, Contractor shall furnish to Customer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by the Contract or by Customer, Contractor shall also obtain Customer's approval of the material or articles which Contractor contemplates incorporating into the Work. When requesting approval, Contractor shall provide full information concerning the material or articles. When directed to do so, Contractor shall submit samples for approval. Machinery, equipment, material and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

7.3 All work under the Contract shall be performed in a skillful and workmanlike manner.

ARTICLE 8

TESTING OF MATERIALS

8.1 Unless otherwise specified in a Job Order, the Contractor shall be responsible for any required testing of materials prior to incorporation into the Work.

ARTICLE 9

LAYOUT OF WORK

9.1 Contractor shall lay out its work in accordance with the Contract plans and specifications and shall be responsible for all measurements in connection with the layout of the Work. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the Work. Contractor shall also be responsible for maintaining and preserving all control points established by Customer.

ARTICLE 10

SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

10.1 Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

a. Conditions bearing upon transportation, disposal, handling, and storage of materials;
b. The availability of labor, water, electric power, and roads;
c. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
d. The conformation and conditions of the ground; and
e. The character of equipment and facilities needed preliminary to and during work performance.

10.2 Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Customer, as well as from the drawings and specifications made a part of this Contract.

ARTICLE 11

DIFFERING SITE CONDITIONS

11.1 Contractor shall promptly, and before the conditions are disturbed, give a written notice to Customer of:

a. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or
b. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

11.2 Customer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made and the Job Order modified in writing accordingly.

11.3 No request by Contractor for an equitable adjustment to the Job Order under this Article shall be allowed, unless Contractor has given the written notice required.

11.4 No request by Contractor for an equitable adjustment to the Job Order for differing site conditions shall be allowed if made after final payment under such Job Order.

ARTICLE 12

CONTRACT TERM

12.1 The term of the Contract shall commence on the date it is executed by both parties and shall terminate one year later, or else in accordance with the terms and conditions of this Contract. Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order.

ARTICLE 13

COMPENSATION

13.1 As full consideration for the satisfactory performance by Job Order Contractor of Work prescribed under the Contract, Customer shall pay Job Order Contractor the amounts specified in the individual Job Orders. Amounts specified in the Job Orders will be determined by Customer and Contractor agreeing upon the Scope of Work, the applicable Line Items and quantities thereof, the Adjustment Factors which should apply, and the extended total price. Once negotiated this price is handled as a lump-sum fixed-price contract for the agreed upon Scope of Work in that Job Order. Nothing in this Contract, however, prevents the Contractor from negotiating lower prices in consideration of the Customer guaranteeing to contract for specific volumes of work within a set time, or other similar inducements which would result in lower adjustment factors to the Bid Coefficient.

ARTICLE 14

INVOICING AND PAYMENTS

14.1 Customer shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by Customer, on estimates of Work completed submitted by the The Contractor and approved by Customer. Contractor shall use an acceptable invoice form and shall include supporting documents to reflect a breakdown of the total price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the estimation of Work completed, Customer will authorize payment for material delivered on the site and preparatory work done if Job Order Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

14.2 In the processing of progress payments, Customer may retain five percent (5%) of the estimated amount until final completion and acceptance of all Work performed under the Job Order. Retention applicable to each Job Order shall be released within sixty days after final completion of the Job Order and acceptance of the Work under the Job Order. However, if Customer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, Customer may authorize payment to be made in full without retention.

14.3 All material and work covered by progress payments made shall, at the time of payment, become the sole property of Customer, but this provision shall not be construed as:

a. Relieving Contractor from the sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work; or
b. Waiving the right of Customer to require the fulfillment of all of the terms of the Contract.

14.4 An estimate of the Work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the Customer or Customer's agent prepares and issues a specific written finding setting forth those items in detail in the estimate of the Work that are not approved for payment under this contract. The Customer may withhold an amount from the progress payment sufficient to pay the expenses the Customer reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payments shall be paid on or before fourteen days after the estimate of the Work is certified and approved. The estimate of the Work shall be deemed received by the Customer on submission to any person designated by the Customer for the submission, review or approval of the estimate of the Work.

14.5 Customer shall pay all unpaid amounts due Contractor under this Contract within sixty (60) days,

after:

a. Completion and acceptance of the Work;
b. Presentation of a properly executed invoice; and
c. Presentation of release of all claims against Customer arising by virtue of the Contract, other than claims, in stated amounts, that Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if Contractor's claim to amounts payable under this Contract has been assigned. Contractor shall complete a Contractor's release form acceptable to Customer.
d. Consent of The Contractor's surety, if any.

14.6 Contractor shall submit invoices to the Customer's address. A copy of the invoice shall also be submitted to TCPN.

14.7 Upon payment of the invoice by the Customer, Contractor shall notify TCPN that the invoice has been paid. TCPN then will invoice Contractor for the two & one half percent (2.5%) fee due to TCPN for the use of the cooperative network and its services.

ARTICLE 15

CONSTRUCTION SCHEDULE

15.1 If required, the Contractor will submit for approval with the signed Job Order a practicable schedule showing the sequence in which Contractor proposes to perform the Work, and the dates on which Contractor contemplates starting and completing the several salient features of the Work (including acquiring materials, plant and equipment). The schedule may be a formal computerized schedule or a progress chart in a bar chart format of suitable scale to indicate appropriately the percentage of Work scheduled for completion by any given date during the period. In both case the basic information should be the same and the schedule chart must contain as a minimum:

a. A list of the different types of work activities or work elements.
b. Show the logical dependencies (ties) to indicate what Work must be accomplished before other Work can begin.
c. Show proposed start and complete dates or time frames for each work activity or work element.
d. Calculate the "weighting" or relative worth each work activity or work element is of the total project either as a percent or dollar amount.

If the Contractor fails to submit a schedule with the Job Order, Customer may withhold approval of progress payments until Contractor submits the required schedule.

15.2 Job Order Contractor shall submit a progress report every thirty (30) days, or as directed by Customer, and upon doing so shall immediately deliver a current schedule to Customer. If Contractor falls behind the approved schedule, Contractor shall take steps necessary to improve its progress, including those that may be reasonably required by Customer, without additional cost to Customer, Customer may require Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant or equipment, and to submit for approval any supplementary schedule or schedules in chart form as Customer deems necessary to demonstrate how the approved rate of progress will be regained.

15.3 Emergency Work: Contractor will give top priority to any emergency work Customer may have and will allocate all resources necessary to accomplish such work in accordance with Customer's schedule requirements. To the extent that the Contractor incurs additional cost, expense or schedule delay in performing Customer's emergency work, Customer will equitably adjust the Contract under Article 22.

15.4 Failure of Contractor to comply with the requirements of Customer under this clause shall be grounds for a determination by Customer that Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order. Upon making this determination, Customer may terminate Contractor's right to proceed with the Work, or any separable part of it, in accordance with Article 27.

ARTICLE 16

SUPERINTENDENCE BY CONTRACTOR

16.1 At all times during performance of a Job Order and until the Work is completed and accepted, Contractor shall directly superintend the Work or assign and have on the site a competent superintendent who is satisfactory to Customer and has authority to act for Contractor.

ARTICLE 17

INSPECTION OF CONSTRUCTION AND ACCEPTANCE

17.1 Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work called for conforms to Job Order requirements. Contractor shall maintain complete inspection records and make them available to Customer. All work shall be conducted under the general direction of Customer and is subject to inspection and test by Customer at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract.

17.2 Customer inspections and tests are for the sole benefit of Customer and do not:

a. Relieve Contractor of responsibility for providing adequate quality control measures;
b. Relieve Contractor of responsibility for damage to or loss of the material before acceptance;
c. Constitute or imply acceptance; or
d. Affect the continuing rights of Customer after acceptance of the complete work under paragraph 17.8 below.

17.3 The presence or absence of an inspector does not relieve Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specification without Customer's written authorization.

17.4 Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Customer. Customer may charge to Contractor any additional cost of inspection or test when Work is not ready at the time specified by Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Customer shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size, and performance tests shall be performed as described in the Job Order.

17.5 Contractor shall, without charge, replace or correct Work found by Customer not to conform to Job Order requirements, unless Customer consents to accept the Work with an appropriate adjustment in Contract price. Contractor shall promptly segregate and remove rejected material from the premises.

17.6 If Contractor does not promptly replace or correct rejected Work, Customer may:

a. By Contract or otherwise, replace or correct the Work and charge the cost to Contractor or
b. Terminate for default Contractor's right to proceed.

17.7 If, before acceptance of the entire Work, Customer decides to examine already completed Work by removing it or tearing it out, Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the Work is found to be defective or nonconforming in any material respect due to the fault of Contractor or its subcontractors, Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Customer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of time for performance.

17.8 Substantial Completion means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete so that Customer can occupy and use the Work or a portion thereof for its intended purposes.

Unless otherwise specified in the Job Order, Customer shall accept, as promptly as practicable after completion and inspection, all work required by the Job Order or that portion of the Work Customer

determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or Customer's rights under any warranty or guarantee.

ARTICLE 18

OPERATIONS AND STORAGE AREAS

18.1 Contractor shall confine all operations (including storage of materials) to areas authorized or approved by Customer.

18.2 Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by Contractor only with the approval of Customer and shall be built with labor and materials furnished by Contractor without expense to Customer. The temporary buildings and utilities shall remain the property of Contractor and shall be removed by Contractor at its expense upon the completion of the Work. With the written consent of Customer, the buildings and utilities may be abandoned and need not be removed.

18.3 Contractor shall use only established roadways or temporary roadways constructed by Contractor when and as authorized by Customer. Contractor shall comply with all Federal, state and local laws and regulations when transporting materials.

ARTICLE 19

PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES AND IMPROVEMENTS

19.1 Contractor shall preserve and protect all structures, equipment and vegetation (such as trees, shrubs, and grass) on or adjacent to the site, which are not to be removed and which do not unreasonably interfere with the Work required under the Job Order. Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance by the operation of equipment, or by workmen, Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree pruning compound as directed by Customer.

19.2 Contractor shall protect from damage all existing improvements and utilities at or near the site and on adjacent property of third parties, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Customer may have the necessary repair work performed and charge the cost to Contractor.

ARTICLE 20

CLEANING UP AND REFUSE DISPOSAL

20.1 Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Customer. Upon completing the Work, Contractor shall leave the site in a clean and orderly condition satisfactory to Customer. Final cleanup of the premises shall be included in the period of performance of the Job Order. Contractor shall be responsible for all construction refuse disposal containers and their removal from the site. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Customer unless Customer requires Contractor to dispose of the materials in which case, an equitable adjustment in the price will be negotiated and agreed.

ARTICLE 21

WARRANTY OF CONSTRUCTION

21.1 In addition to any other warranties in any Job Orders, the Contractor warrants, except as provided in paragraph 21.10 of this Article, that work performed conforms to the Job Order requirements and is free of any defect in equipment, material or design furnished, or workmanship performed by the Contractor or any of its subcontractors or suppliers at any tier.

21.2 This warranty shall continue for a period of one (1) year from the date of final acceptance of the Work. If Customer takes possession of any part of the Work before final acceptance, this warranty shall continue for a period of one (1) year from the date possession is taken.

21.3 Contractor shall remedy at Contractor's expense any failure of the Work to conform to the plans and specifications, or any construction defect. In addition, the Contractor shall remedy at Contractor's expense any damage to Customer's real or personal property, when that damage is the result of:

a. Contractor's failure to conform to requirements; or
b. Any defect of equipment, material, workmanship, or design furnished by the Contractor.

21.4 Contractor shall restore any work damaged in fulfilling the terms and conditions of this Article. Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

21.5 Customer shall notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

21.6 If Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, Customer shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Contractor's expense.

21.7 With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Contract, Contractor shall:

a. Obtain all warranties required by the Job Order;
b. Require all warranties to be executed, in writing, for the benefit of Customer; and
c. Enforce all warranties for the benefit of Customer;

21.8 In the event Contractor's warranty under paragraph 21.2 of this Article has expired, Customer may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

21.9 Unless a defect is caused by the negligence of Contractor or subcontractor or supplier at any tier, Contractor shall not be liable for the repair of any defects of material or design furnished by Customer or for the repair of any damage that results from any defect in Customer-furnished material or design.

21.10 Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Contractor except as modified by the Job Order.

21.11 This warranty shall not limit Customer's rights under Article 17 of this Contract with respect to latent defects, gross mistakes, or fraud.

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ARTICLE 22

CHANGES

22.1 Customer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Job Orders, including changes:

a. In the specifications (including drawings and designs);
b. In Customer-furnished facilities, equipment, materials, services, or site; or
c. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

22.2 Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from Customer that causes a change shall be treated as a change order under this Article; provided, that Contractor gives Customer timely written notice stating the date, circumstances, and source of the order and that Job Order Contractor regards the order as a change order.

22.3 Except as provided in this Article, no order, statement, or conduct of Customer shall be treated as a change under this Article or entitle Contractor to an equitable adjustment hereunder.

22.4 If any change under this Article causes an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work under a Job Order, whether or not changed by any such order, Customer shall make an equitable adjustment and modify the Job Order in writing.

22.5 Contractor must submit any proposal under this Article within thirty (30) calendar days after:

a. Receipt of a written change order under Paragraph 22.1 above or;
b. The furnishing of a written notice under Paragraph 22.2 above,

by submitting to Customer a written statement describing the general nature and amount of the proposal, unless this period is extended by Customer. The statement of proposal for adjustment may be included in the notice under Paragraph 22.2 above.

22.6 No proposal by Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

ARTICLE 23

PRICING CHANGES

23.1 Contractor, in connection with any proposal it makes for a Job Order change shall furnish a price breakdown itemized as required by Customer. Pricing for such changes shall be based on quantities mutually agreed to by Job Order Contractor and Customer and the rates contained in the Unit Price Book, modified by the appropriate city cost index, as adjusted by the applicable coefficient, and adjustment factors.

23.2 The Contractor shall furnish to the Customer a written proposal for any proposed extension in the period of performance. The proposal shall contain a price breakdown and period of performance extension justification.

ARTICLE 24

SUSPENSION OF WORK

24.1 Customer may order Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for the period of time that Customer determines appropriate.

24.2 If the performance of all or any part of the Work is suspended, delayed, or interrupted by an act of Customer in the administration of a Job Order, or by Customer's failure to act within the time specified in

the Job Order (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of overtime for performance of the Job Order necessarily caused by the suspension, delay, or interruption, and the Job Order will be modified in writing accordingly.

24.3 A claim under this Article shall not be allowed for any costs incurred more than thirty (30) calendar days before Contractor shall have notified Customer in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Job Order.

ARTICLE 25

DISPUTES

25.1 The parties are fully committed to working with each other throughout the term of the Contract and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, The Contractor and Customer each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

The Contractor and Customer will first attempt to resolve disputes or disagreements at the field level through discussions between the parties' representatives named herein.

The Contractor shall continue to perform the Work and Customer shall continue to satisfy its payment obligations to Contractor, pending the final resolution of any dispute or disagreements between the parties.

If the Parties cannot reach agreement in a dispute, either Party may refer the dispute to TCPN JOC Coordinator who shall determine the relevant facts and positions of the Parties, and recommend a resolution of the dispute.

If either Party is not satisfied with the resolution proposed by the Administrator, they may appeal the recommended resolution to the TCPN Director. The Director may confirm or modify the proposed resolution. The decision of the Director is final.

25.2 Any dispute which is not disposed of by agreement or the resolution process above, may be brought before state courts of the State of Texas and adjudicated in accordance with the laws of Texas.

ARTICLE 26

TERMINATION FOR CONVENIENCE OF CUSTOMER

26.1 Customer may terminate performance of the Work under this Contract in whole or, from time to time, in part if Customer determines that termination is in Customer's interest. Customer shall effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date.

26.2 After receipt of a Notice of Termination, and except as directed by Customer, Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:

a. Stop work as specified in the notice;
b. Place no further subcontracts or orders (referred to as subcontracts in this Article) for materials, services or facilities, except as necessary to complete any Work not terminated;
c. Assign to Customer, as directed by Customer, all right, title, and interest of Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Customer shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Customer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for

purposes of this Article;

d. As directed by Customer, transfer title and deliver to Customer:

   i. The fabricated or non-fabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated, and
   ii. The completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to Customer;

e. Complete performance of the Work not terminated;
f. Take any action that may be necessary, or that Customer may direct, for the protection and preservation of the property related to this Contract that is in the possession of Contractor and in which Customer has or may acquire an interest;
g. Use its best efforts to sell, as directed or authorized by Customer, any property of the types referred to in paragraph 26.2(c) above; provided, however, that Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Customer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Customer under the Contract, credited to the price or cost of the Work, or paid in any other manner directed by Customer.

26.3 After termination, Contractor shall submit a final termination settlement proposal to Customer in the form and with the certification prescribed by Customer. Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination.

26.4 Contractor and Customer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. The Contract shall be amended, and Contractor paid the agreed amount.

26.5 If Contractor and Customer fail to agree on the whole amount to be paid Contractor because of the termination of work, Customer shall pay Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under Paragraph 26.4 above:

a. For Work performed before the effective date of termination, the total (without duplication of any items) of:
   i. The cost of this Work;
   ii. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract if not included in subdivision (i) above; and
   iii. A markup, including overhead and profit, on (i) above as is determined for pricing changes.

b. The reasonable costs of settlement of the Work terminated, including:
   i. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
   ii. The termination and settlement of subcontracts (excluding the amounts of such settlements); and
   iii. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

26.6 Except for normal spoilage, and except to the extent that Customer expressly assumed the risk of loss, Customer shall exclude from the amounts payable to Contractor under Paragraph 26.5 above, the fair value, as determined by Customer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to Customer or to a buyer.

26.7 In arriving at the amount due Contractor under this Article, there shall be deducted:

a. All unliquidated advances or other payments to Contractor under the terminated portion of the Job Order;
b. Any claim which Customer has against Contractor under the Contract; and
c. The agreed price for, or the proceeds of sale of, materials, supplies, or other things

acquired by Contractor or sold under the provisions of this Article and not recovered by or credited to Customer.

26.8 If the termination is partial, Contractor may file a proposal with Customer for an equitable adjustment of the price(s) of the continued portion of the Job Order. Any proposal by Contractor for an equitable adjustment under this Article shall be requested within ninety (90) calendar days from the effective date of termination unless extended in writing by Customer. Customer may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by Contractor of the terminated portion of the Job Order, if Customer believes the total of these payments will not exceed the amount to which Contractor will be entitled.

26.9 If the total payments exceed the amount finally determined to be due, Contractor shall repay the excess to Customer upon demand.

26.10 Unless otherwise provided in this Contract or by statute, Contractor shall maintain all records and documents relating to the terminated portion of this Contract for five (5) years after final settlement. This includes all books and other evidence bearing on Contractor's costs and expenses under this Contract. Contractor shall make these records and documents available to Customer, at Contractor's office, at all reasonable times, without cost. If approved by Customer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

ARTICLE 27

DEFAULT

27.1 If Contractor refuses or fails to prosecute the Work, or any separable part, with the diligence that will ensure its completion within the time specified in the Job Order including any extension, or fails to complete the Work within this time, Customer may terminate the Contractor's right to proceed with the Work (or separable part of the Work), upon thirty (30) days written notice to the Contractor. In this event, Customer may take over the Work and complete it by Contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work.

27.2 Contractor's right to proceed shall not be terminated under this Article, if:

a. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include:

   i. acts of God or acts of a public enemy,
   ii. acts of Customer in its Contractual capacity,
   iii. acts of another Contractor in the performance of a Contract with Customer,
   iv. fires,
   v. floods,
   vi. epidemics,
   vii. quarantine restrictions,
   viii. strikes,
   ix. freight embargoes,
   x. unusually severe weather (The basis used to define normal weather will be data showing high and low temperatures, precipitation, and number of days of severe weather in the city closest to the site for the previous ten (10) years, as compiled by the United States Department of Commerce National Weather Service.), or
   xi. delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and the subcontractors or suppliers; and

b. Contractor, within 30 calendar days from the beginning of any such delay (unless extended by Customer), notifies Customer in writing of the causes of delay. The Customer shall ascertain the facts and the extent of delay. If, in the judgment of Customer, the findings of fact warrant such action, the time for completing the Work shall be extended. The findings of Customer shall be final and conclusive on the parties, but subject to appeal and review under Article 25.

27.3 If, after termination of Contractor's right to proceed, it is determined that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the

termination had been issued for the convenience of Customer.

27.4 The rights and remedies of Customer in this Article are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 28

SAFETY

28.1 Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA), all applicable state and local laws, ordinances, and regulations during the performance of the Work. Contractor shall indemnify Customer for fines, penalties, and corrective measures that result from the acts of commission or omission of Contractor, its subcontractors, if any, agents, employees, and assigns and its failure to comply with such safety rules and regulations.

28.2 Contractor shall furnish and enforce the use of individual protective equipment as needed to complete the Work, including hard hats, rain gear, protective foot wear, protective clothing and gloves, eye protection, ear protection, respirators, safety belts, safety harnesses, safety lifelines and lanyards, and high visibility reflective safety vests.

28.3 Contractor shall provide its employees safety training to include special training prior to working with hazardous materials or operations.

28.4 Contractor shall provide warning signs, barricades and verbal warnings as required.

28.5 Contractor shall inform its employees of emergency procedures to be adhered to in case of a fire, medical emergency, or any other life-threatening situations.

28.6 Contractor shall promptly notify Customer of any accident involving personnel or damage to material and equipment. Copies of any injury reports or accident investigation reports shall be provided to the Customer.

28.7 Contractor shall maintain a set of OSHA articles at the jobsite as they apply to the Work being performed. Copies shall be provided to Customer when requested.

28.8 Contractor shall submit to Customer a copy of its' safety policies and program procedures which establish the safety rules and regulations as they are to be applied to performance of the Work. These documents shall be submitted by Contractor within fourteen (14) calendar days after issuance of a Job Order and prior to the commencement of the Work.

28.9 Contractor shall assign, during performance of the Work, a designated safety representative to develop and monitor the project safety program. The name, company address, and telephone number of the assigned individual shall be submitted to Customer by Contractor along with its safety policies and program procedures.

28.10 Contractor shall provide and maintain on the jobsite, at all times, a completely stocked first aid kit which contains all standard emergency medical supplies.

28.11 Contractor shall make available for its employees and those of its subcontractors, while they are performing Work on the site, emergency medical treatment either at the site or at a nearby medical facility.

28.12 Customer reserves the right to approve and monitor Contractor's safety policies and program procedures as applied during performance of the Work. Failure to comply with safety policies and program procedures, once approved by Customer, shall be cause for the termination of the Job Order in accordance with Article 27.

ARTICLE 29

USE AND POSSESSION PRIOR TO COMPLETION

29.1 Customer shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any work, Customer shall furnish Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that Customer intends to take possession of or use. However, failure of Customer to list any item of work shall not relieve Job Order Contractor of responsibility for complying with the terms of this Contract. Customer possession or use shall not be deemed an acceptance of any work under this Contract.

29.2 While Customer has such possession or use, Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from Customer's possession or use, notwithstanding the terms of Article 6. If prior possession or use by Customer delays the progress of the Work or causes additional expense to Contractor, an equitable adjustment shall be made in the Job Order price or the period of performance, and the Job Order shall be modified in writing accordingly.

ARTICLE 30

OTHER CONTRACTS

30.1 Customer may undertake or award other Contracts for additional work at or near the site of Work under this Contract. Contractor shall fully cooperate with the other general Contractors and with Customer's employees and shall carefully adapt scheduling and performing the Work under this Contract to accommodate the additional work, heeding any direction that may be provided by Customer. Contractor shall not commit or permit any act that will interfere with the performance of work by any other general Contractor or by Customer's employees.

ARTICLE 31

DISSEMINATION OF CONTRACT INFORMATION

31.1 Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning this Contract, any Job Order or the Work performed under this Contract, without the prior consent of Customer.

ARTICLE 32

PERFORMANCE AND PAYMENT BONDS

32.2 Job Order Contractor shall furnish Performance Bonds for Job Orders greater than $100,000 and Payment Bonds for Job Orders greater than $25,000 in Texas. Other states may have different requiremnts. The total amount to be bonded over the term of the Contract, however, is a penal amount equal to the aggregate price of all Job Orders over the applicable limits of $100,000 and $25,000 issued to the Contractor. The Performance and Payment Bonds must be submitted to Customer within ten (10) calendar days after issuance of a Job Order. A Notice to Proceed will not be issued until properly executed bonds are received and accepted by Customer. If bonds are required, Customer shall reimburse Job Order Contractor the premium cost after submission of proof of premium payment. If required by TCPN, increases in the penal sum of the bonds will be provided promptly by Job Order Contractor.

ARTICLE 33

INSURANCE

33.1 Contractor shall purchase and maintain in effect during the term of this Contract insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Contractor from claims which may arise out of or result from Contractor's operations whether such operations are performed by Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

a. WORKERS' COMPENSATION INSURANCE providing statutory benefits in accordance with the laws of the State of Texas or any Federal statutes as may be applicable to the Work being performed under this Contract.

EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than:

$1,000,000	Each Accident
$1,000,000	Each Employee for Disease
$1,000,000	Policy Limit for Disease

b. COMMERCIAL GENERAL LIABILITY INSURANCE including Products/Completed Operations and Contractual Liability with limits of liability not less than:

$1,000,000	General Aggregate
$1,000,000	Products/Completed Operations Aggregate
$1,000,000	Each Occurrence

c. AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non-owned motor vehicles used in connection with the Work being performed under this Contract with limits of liability not less than:

$1,000,000	Each Person for Bodily Injury
$1,000,000	Each Accident for Bodily Injury
$1,000,000	Each Occurrence for Property Damage

33.2 The policies providing Commercial General Liability and Automobile Liability insurance as required in Paragraphs A.2 and A.3 shall be endorsed to name the Customer and TCPN as Additional Insureds. Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to Customer.

33.3 All policies providing Contractor's insurance as required in Paragraph 33.1 above shall be endorsed to provide the following:

a. Thirty days written notice of cancellation or non-renewal given to Customer at the address designated in Article 36.

b. Waiver of subrogation in favor of Customer.

33.4 The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less that the amount required above.

33.5 Proof of compliance with these insurance requirements shall be furnished Customer in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) within ten (10) days of execution of this agreement. Renewal or replacement certificates shall be furnished Customer not less than twenty-one (21) days prior to the expiration or termination date of the applicable policy(ies).

33.6 Contractor shall require any and all subcontractors performing Work under this Contract to carry insurance of the types and with limits of liability as Contractor shall deem appropriate and adequate for the Work being performed. Contractor shall obtain and make available for inspection by Customer upon request current certificates of insurance evidencing insurance coverage carried by such subcontractors.

ARTICLE 34

INDEMNIFICATION

34.1 The Contractor agrees to indemnify and save harmless the Customer, TCPN, their officers, agents and employees, and any jurisdiction or agency issuing permits for any Work, its officers, agents and employees, from all suits, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the Work done in fulfillment of a Job Order issued under this Contract or on account of any act, claim or amount arising or recovered under Workmen's Compensation Law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree.

ARTICLE 35

CONTRACT ORDER OF PRECEDENCE

35.1 In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

a. Contract Modifications, if any;
b. The Contract Articles including Attachments;
c. The Request for Sealed Proposals including Attachments and addenda (if any);
d. The Contractor's Proposal;
e. Job Orders;
f. Drawings; and,
g. Specifications.

ARTICLE 36

NOTICES

36.1 All notices to either party by the other shall be delivered personally or sent by first class United States mail, registered or certified mail, postage prepaid, addressed to such party at their respective addresses, as provided upon execution of this contract and any subsequent Job Orders, and shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change their address by sending written notice of such change of address to the other in the manner provided for above.

ARTICLE 37

SEVERABILITY

37.1 If any provision of this Contract, or the application thereof to any person or circumstances is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Contract in the event any provision hereof is declared illegal, invalid, or unenforceable.

ARTICLE 38

WAIVERS

38.1 Neither Customer's review, approval or acceptance of, nor payment for, the Work required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of the Contract, and Contractor shall be and remain liable to Customer in accordance with applicable law and the terms of this Contract for all damages to Customer caused by Job Order Contractor's negligent act, error or omission in the performance of any of the Work.

38.2 The waiver by Customer of any breach of any term, covenant, condition, or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same, or of a breach of any other term, covenant, condition, or agreement herein contained.

ARTICLE 39

MERGER

39.1 This Contract and all procurement documents incorporated by reference set forth the entire agreement between the parties with respect to the subject matter thereof, and supersedes and replaces all proposals, negotiations, representations, and implied obligations. The obligations, liabilities and remedies set forth herein are exclusive and shall operate as limitations on any action brought in connection with the Work, including an action in tort.

ARTICLE 40

NON-AVAILABILTY OF FUNDS

40.1 Every payment obligation of the Customer under this Contract's Job Orders is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract with a Customer, this Contract may be terminated by the Customer at the end of the period for which funds are available.

ARTICLE 41

AUDIT OF RECORDS

41.1 Pursuant to applicable laws, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books, and other records ("records") relating to this Contract for a period of five years after completion of this Contract. All records shall be subject to inspection and audit by TCPN at reasonable times. Upon request, the Contractor shall produce the original of any or all such records. If approved by TCPN, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

ARTICLE 42

NON-DISCRIMINATION AND USE OF MWBE'S

42.1 The Contractor shall comply with all laws mandating that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulation, including the Americans With Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, color, religion, sex, national origin or disability.

42.2 TCPN will encourage the use of HUBs, MWBEs and SBEs both as prime and subcontractors. However they must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify their subcontractors. Some client members will have a set goal for subcontracting requirements and will require that a plan be attached as an addendum to the PO outlining how the contractor will endeavor to meet their goal. Specific plans as part of the contractors' business plan to meet these goals will be part of the overall contractors evaluation process as well as selection process for certain client members as a requirement for there delivery orders

ARTICLE 43

THIRD PARTY ANTITRUST VIOLATIONS

43.1 The Contractor assigns to the Customer any claim for overcharges, resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this Contract.

ARTICLE 44

INTERPRETATION, JURISDICTION AND VENUE

44.1 This Contract shall be construed and interpreted solely in accordance with the laws of the State of Texas. Jurisdiction and venue for any suit, right or cause of action arising under or in connection with this Contract shall be exclusively in Texas.

IN TESTIMONY OF WHICH, this instrument has been executed by and on behalf of the Job Order Contractor on the ___ day of _____ 2010, and has been executed by and on behalf of TCPN the day of _____, 2010.

CONTRACTOR	The Cooperative Purchasing Network
By:_____	By:_____
Name:_____	Name:_____
Title: _____	Title:_____

JAMAIL &SMITH CONSTRUCTION

Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, Texas 78539

August 23, 2010

Attention: Mr. Moises Salazar

Subject: Proposal for Mobile Solar Generators and Lighting.

Jamail & Smith Construction is pleased to offer the attached proposal for the referenced project pursuant to our TCPN Contract dated April 23, 2010 (TCPN # R4957)

This proposal includes the following scope of work;
Mobile Solar Generators:

- Provide and deliver two (2) Green Tow Mobile Solar Generators Model number GT1216-1
  - 12 PV modules, 1 inverter and 4 batteries.
- Provide and deliver one (1) Green Tow Mobile Solar Generator Model number GT1216-2
  - 12 PV modules, 2 inverters and 8 batteries.

Lighting:
Magnalight:

Provide and deliver four (4) WALTP-2x90Y-S (180 watt dual LED light on telescoping tripod-110 VAC plug or 12-24 VDC) Extends to 9'.

Provide and deliver four (4) WALTP-2x90Y-F (180 watt dual LED light on telescoping tripod-110 VAC plug or 12-24 VDC) Extends to 9'.

AirStar America Lighting:

Provide and deliver two (2) LO141UM0H0200R (Sirocco 2000 watt 110 volt halogen
Provide and deliver two (2) LO141UM0T01000C , with ballast, 1000 watts, 110 volts.
Provide and deliver four (4) ST201 –A320 18' telescopic stands
Provide and deliver four (4) ST 301 – Pole mount - adapts to moving equipment
Provide and deliver two (2) ST410 –Truck mount –adapts to trailer hitch
Provide and deliver four (4) 60-50-005 grip heads
Provide and deliver four (4) SP301-Pole mount swing arms

Wobble Light:

Provide and deliver four (4) WLSD400 (Wobble light super duty 400W metal halide bulb 120V- 46,000 lumens- range 86-121'

- Units to be delivered to Hidalgo County. Price includes the delivery charge.

Exclusions:

- Sales-tax Permits/Fees.

The amount of our proposal $165,000.00 and is calculated as follows:

GT1216-1 110volt generator (2)	$ 77,464.78
GT1216-1 220 volt generator (1)	$ 45,732.39
Magnalight-package	$ 13,600.00
Airstar Lighting	$ 11,540.00
Wobble Light	$ 2,500.00
Shipping cost	$ 4,092.41
Non- Pre-Priced Mark up 6.5%	$ 10,070.42
Total	$ 165,000.00

Upon receipt of appropriate authorization to proceed we will derive a schedule for the delivery of the units. We are prepared to respond immediately. We look forward to working with you on this project. Should you have any questions please contact Michael Doucette 512-410-3905.

Yours very truly,
Jamail and Smith Construction

Mike Doucette
Regional & Operations Manager
Austin, Texas

Attachments: Copy of Native Energy Proposal for Generators

10. Items that cannot be found in the UPB are considered "non-pre-priced". If an item basically the same in "form, fit, and function" can be found in the price book, it can be used to price the line item if appropriate rationale and documentation is provided. If a like item cannot be found, the contractor and the customer will negotiate an equitable price. Once negotiated, this price may be added to the UPB and will no longer be considered non pre-priced for that customer. These prices will be adjusted annually, if an option is exercised, based upon the differences in the MEANS Historical Cost Indices for the current and past year.

11. In the event of disputes between contractors and customers, TCPN will examine the particulars, determine the relevant facts, and render a decision.

12. The CSI Master Text Specifications and all current national and local codes will apply to the work done under this contract.

13. At this time TCPN does not plan on holding a Pre-bid Conference. All questions concerning this solicitation shall be addressed in writing to Doug Rupe, Contract Consultant at drupe@tcpn.org. The questions and answers will be posted on the TCPN website at www.tcpn.org. TCPN reserves the right to schedule a Pre-bid Conference in Houston, Texas if there is sufficient need.

14. Proposals will consist of two volumes, Past Performance Volume, and a Technical and Cost Volume. The Past Performance Volume will provide information on the Contractor's past performance and relevant experience. The Technical and Cost Volume will provide information on the Proposer's plan to manage a TCPN Cooperative Job Order Contract and the contractor's base co-efficient. **INFORMATION OBTAINED FROM ANY VOLUME OF THE PROPOSAL, OR ANY OTHER RELEVANT SOURCE, MAY BE USED IN EVALUATION.**

23. This is a "best value" solicitation. Awards will be made to those offerers whose performance and technical scores, as determined by the evaluation team in accordance with the evaluation criteria, combined with their coefficient (price) provide, in the sole judgment of TCPN, the overall "best value" to TCPN and its customers.

25. TCPN reserves the right to award to other than the lowest price, reject any or all proposals in whole or in part, and to waive technical defects, irregularities, and omissions, if in its sole judgment the best interest of TCPN and its customers will be served.

26. TCPN intends to award without discussions. However, if it appears that oral presentations and/or discussions are required to select the best value contractors or obtain competitive pricing, TCPN reserves the right to do so.

27. Performance bonds will be required on all Job Orders over $100,000. and Payment Bonds on all Job Orders over $25,000. A letter from a surety, licensed to do business in the State of Texas, attesting to their willingness to bond you up to $5 million per year for this contract is required. Your plan for providing additional bonding if your annual volume exceeds $5 million must be included the Technical Volume. The awarded contractor may be asked to provide the same information for any other states that they wish to offer services in under this contract.

28. The contractor will maintain, at his expense, adequate insurance coverage to protect him, TCPN, and the customers from: claims arising under the Workers Compensation Act; from claims for damages resulting from bodily injuries and damage to the property of others; and from claims for damages resulting from the operation of motor vehicles. Please provide certificates for your insurance coverage in the Cost Volume. Within 10 days after award, TCPN/Region 4 ESC must be added as an additional insured.

SPECIFICATIONS

The quote for Hidalgo County provided by Native on 30 July 2010 includes four (4) Model GT1216-1 mobile solar generators with the following specifications:

Model GT1216-1				
12 PV Modules	**1 Inverter**	**4 Batteries**	**Output**	**Dimensions**
Kyocera high efficiency multicrystal photovoltaic (PV) modules.	Outback Inverters are an industry leading for off-the-grid backup PV applications.	Sun Xtender Absorbent Glass Mat (AGM) battery technology adopted by the U.S. Military and Airframe manufacturers.	8.4 kW Peak 4.2 kW 4-hour 3.0 kW 8-hour	Length: 12' Width: 5' 4" Height: 6' 3,300 Pounds

Hardware



GreenTow control panels offer both AC and DC output. Utilizing standard 120 volt and 240 volt receptacles with easy access to breakers for safety and control. All components meet or exceed UL standards.



GreenTow trailers are equipped with stainless steel non rusting vents and flush mounted stainless steel locking hardware.



A toggle switch controlled actuator means very little effort is required of the user to move the array to the correct pitch.

Array Deployment

GreenTow's custom designed and patent-pending array allows for secure and sleek transport of solar panels and fast and sturdy deployment in a variety of environments and weather conditions.





GREENTOW PAST PERFORMANCE

GreenTow has manufactured high-powered mobile solar generators for seven years. GreenTow provides excellent Quality Assurance and customer support. GreenTow offers three primary lines of mobile solar generators: GT1216 (8.4 kW), GT2132 (8.4 kW, 16.8 kW, and 25.2 kW), and GT3049 (8.4 kW, 16.8 kW, and 25.2 kW). Native has provided specifications and pricing for four (4) Model **GT1216-1 generators with a peak output of 8.4 kW**.

CORPORATE PROFILES

Native Energy & Technology, Inc. (Native) of San Antonio, Texas, has entered a strategic agreement with **GreenTow** to distribute mobile solar generators. Native is an award-winning 8(a) company that specializes in Environmental Services, Engineering, and Renewable Energy solutions. GreenTow is a St. George, Utah-based company that creates and distributes industry-leading mobile solar generators. The GreenTow generator is a fully enclosed, all-locking, weather-proof system deployable in a variety of conditions. The rugged mobile solar generators are manufactured with American steel, Kyocera solar panels, and state-of-the-art inverters, batteries, and components. Designed by experienced engineers and fabricated by skilled craftsmen in the state of Utah, these powerful units provide clean energy to a variety of government and commercial clients.

SUPERIOR GENERATORS



Extensive market research has demonstrated that GreenTow's excellent product and customer service are superior to competing manufacturers. The fully enclosed design utilizing American-made rolled steel will be particularly useful in protecting the inverters, batteries and wiring from snow, rain and other external factors. A clever array design allows for compact transport and quick deployment of a greater number of solar panels than competing generators. Among other excellent features, GreenTow utilizes Sun Xtender Batteries, featuring Absorbent Glass Mat (AGM) battery technology adopted by the U.S. Military and Airframe manufacturers. The sealed, deep-cycle, high-density plate technology provides extended life cycles.

RENEWABLE ENERGY



Native is investing substantially in renewable energy products and services as communities seek more clean power sources and technology evolves to meet demand for sustainability. Our Native American-owned small business was formed in August 1998 to provide environmental and technical engineering services to government and commercial clients.

AI-22664 **20.A.7.**

Cabling-Installation-Time-Materials-Other Services-Hidalgo County
CC REGULAR

Date:	08/31/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

a. Rescission of Agenda Item AI-22406-25 E. 1.(CC on 08/17/10) for the purposes of ranking by CC as "qualified" in order to proceed to enter negotiations with the sole qualified proposer in order to finalize a contract in connection with Hidalgo County-Cabling-Installation-Time-Materials-Other Services-2010-134-07-28YZV inasmuch as the proposal submitted was incomplete;

b. Requesting approval of the sixty (60) day grace period extension as provided under current Contract #C-08-277-09-22 between Hidalgo County and Starr Telecommunications Etc. so as to have no laspe in services while procurement process is completed;

c. Requesting authority to re-advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft contract) as attached hereto for "Hidalgo County Cabling-Installation-Time-Materials-Other Services".

BACKGROUND

Proposer did not fill out for the "Warranty" section and did not submit as requested list of references, staffing level by job classification, list of equipment owned and list of certificates and cables covered by manufacturer training and certification.

Fiscal Impact

FISCAL YEAR: 2010	ACCT. #: 0-1100-415-00-200-002-0-431
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

$15,227.55 avaialable funding as of 08/27/10.

Attachments

Link: Contract Documentation

Link: Acknowledgement Letter

Link: RFP Packet

Link: Previous Agenda

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2010 11:31 AM	APRV
2	Budget & Management	Erika Zamora	08/27/2010 12:52 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/27/2010 04:18 PM	APRV
4	Auditor's Office		08/27/2010 05:20 PM	NEW

Form Started By: Vangie Garcia Started On: 08/25/2010 08:15 AM

Final Approval Date: 08/27/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-277-09-02

THIS CONTRACT is made and entered into this 2nd day of **September, 2008** by and between the **County of Hidalgo, Texas** ("County"), and **Starr Telecommunications Etc. LLC, Limited Liability Company** ("Company").

WHEREAS, Company responded to advertised notices for proposals for **"Cabling-Installation-Time-Materials-Other Services"** (the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposal, a copy of such specifications and proposal being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the proposal to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations within **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the

Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year ("on an as needed basis"), with the County's at its sole option to renew/extend for an additional one (1) year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the services and products will meet the specifications. County also reserves the right to continue this proposal for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employment of Company who operate such vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge

100 E. Cano
Edinburg, Texas 78539

If to Company

Starr Telecommunications Etc. LLC
Attention: Leonel J. Lopez
304 W. Veterans Blvd.
Palmview, Texas 78572

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of_____, **2008.**

HIDALGO COUNTY

Juan D. Salinas, III, County Judge

Date: 9-15-08

ATTEST:

Arturo Guajardo, Jr., County Clerk

Date: 9-15-08

Company: Starr Telecommunication Etc LLC

By:

Printed Name: Mike Lopez Jr

Title: Estimator

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

By:

Date: 9-12-08

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

REQUEST FOR PROPOSAL

"CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"

RFP NO: 2008-277-07-30-VYG

EXHIBIT

HIDALGO COUNTY
REQUEST FOR PROPOSAL

"CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"

RFP NO: 2008-277-07-30-VYG

Overview:

Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals in order to enter with a direct vendor contract from a qualified, licensed "Electrical and Tele-data Communications Contractor" for "Cabling-Installation-Time-Materials-Other Services" on an "As Needed Basis". The initial tem of this contract shall commence upon award for twelve (12) months with Hidalgo County's Commissioners Court sole discretion to extend for one (1) additional year, subject to approval by the Commissioners Court under the same firm fixed prices, terms and conditions. The scope of the work/services will encompass all aspects of Hidalgo County and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Cabling-Installation-Time-Materials-Other Services". Request For Proposals will be accepted until **9:30 A.M., Wednesday, July 30 , 2008. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2008-277-07-30-VYG

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, July 23, 2008, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, July 25, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
The initial term of this contract shall commence upon award for twelve (12) months with Hidalgo County Commissioners Court sole discretion to extend for one (1) additional year, subject to approval by the Commissioners Court under the same firm fixed prices, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:
Hidalgo County is soliciting to contract with an "Electrical and Tele-data Communications Contractor" who is qualified and licensed. The "Electrical and Tele-data Communications Contractor" who will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for

each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed electrical and tele-data communications contractor.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:
Hidalgo County is soliciting to contract with a qualified license "Electrical and Tele-data Communications Contractor" who is qualified and license to provide the services required and requested in the RFP.

1. Except as indicated by Hidalgo County IT Telecom Services, Contractor shall provide materials and labor for cable installation work throughout Hidalgo County; to include new work as well as repairs to existing. Completed jobs shall conform to the Hidalgo County Voice and Data Wiring Specification Manual.

2. Contractor shall prepare a written job cost estimate for each job based upon a visit to the job site. Contractor must be available to visit job sites based on the following classifications of notification:
   (a) Routine – five (5) working days of notification
   (b) Expedite – one (1) working day of notification
   (c) Emergency – two (2) hours of notification

3. Contractor shall provide an electronic copy of the completed request for estimate form, (see Exhibit B, page XX of this bid), to the ITTS Department based on the following classifications of notification:
   (a) Routine – within forty-eight (48) hours after visiting the site.
   (b) Expedite – within twenty-four (24) hours after visiting the site.
   (c) Emergency – verbal estimate to be provided at the time of site visit with written follow-up of verbal estimate within twenty-four (24) hours of visit.

4. Once Hidalgo County has accepted a cabling job estimate through the issuance of a valid purchase order, the dollar amount reflected on the purchase order shall constitute the County's total obligation for that job. The Contractor shall endeavor to submit an accurate cost estimate. No claims for compensation will be considered or allowed for extra work resulting from ignorance of any existing conditions on the part of the proposer. However, the County recognizes that some elements of work cannot be detected until work is in progress. When latent physical conditions are discovered, the Contractor shall immediately notify the IT Telecom Manager, and before work continues, the Contractor shall submit a revised cost estimate for approval. A written change order to the existing purchase order or the issuance of an additional purchase order is the only valid approval mechanisms for additional work.

5. Contractor shall inform the IT Department of the work in progress and advise them when a job is complete. For long-term projects (those exceeding five (5) working days), the Contractor shall meet with ITTS representative and provide a weekly, typewritten progress report. This report should be electronically submitted no later than 5:00 p.m. on each Friday until the work is completed. Weekly meetings will include a site inspection to ensure compliance with established standards.

6. Permits, Fees and Notices:

a. The Contractor shall secure and pay for the building permit and for all required permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work. Contractor's estimate should include cost of any permits, fees, or notices for each job.

b. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

c. If the Contractor performs any work when he knows or should know it to be contrary to such laws, ordinances, rules and regulations, and shall therefore bear all costs attributable thereto.

7. Selected Contractor shall be expected to meet established schedules and deadlines for the completion of work as outlined in job estimates.

8. Selected Contractor shall be expected to adhere to current Hidalgo County Voice and Data Wiring Specification Manual. It is the responsibility of the Contractor to request any new revisions to the wiring specifications at the time an estimate is provided.

9. Proposer should have a current BICSI certified Registered Communication Distribution Designer (RCDD) on staff as a full-time employee. A copy of the RCDD certificate and BICSI member number must be provided with bidding documents

10. Proposer shall provide a representative list of three (3) or more references including contact name and telephone number. These references should represent the installation of copper and fiber optic cabling in interior, exterior, aerial, and underground environments. The Proposer should indicate which types of work have been conducted for each reference. Hidalgo County may contact these references as one means of collecting information regarding past performance of the Proposer. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSER.

11. Proposer shall provide a document detailing the staffing level of the Proposer's firm by job classification (i.e. cable installer, installers helper and qualifications of staff). THIS INFORMATION SHALL BE PROVIDED WITH PROPOSER.

12. Proposer shall provide a list of equipment owned; fiber and copper, description and any additional information as needed. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

13. Proposer shall provide a list of certificates and cables covered by manufacturer training and certification. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

14. Proposer shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation as specified.

15. Warranty information on installed equipment and cabling shall be detailed in each job estimate. Proposer shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation.

16. Warranty shall commence on each job on the date it is accepted as complete by Hidalgo County.

17. The Contractor shall respond with remedy to a warranty trouble call within twenty-four (24) hours after receipt of such a call.

18. If it becomes necessary for the County to contact another vendor for warranty repairs due to inability or failure of the Contractor to perform such repairs, the Contractor shall reimburse the County for all invoices for labor, materials required and the shipping/handling costs thereof, to perform such repairs, within thirty (30) calendar days from presentation of such invoice. This shall only occur after the Contractor has been given reasonable time and fair opportunity to respond and correct the problem. The cost limitation for such repairs will not exceed the parts and labor replacement price of the repair.

19. All cable/equipment installed must be fully tested and meet TIA/EIA testing and installation standards for UTP/STP copper, coaxial, and SM/MM fiber optic cable. This includes certification for Cat5, Cat3, Cat6 installation, Fast Ethernet, (100MB), Gigabit Ethernet (1000 MB), FDDI, etc. **All test results shall be submitted electronically to designated Hidalgo County ITTS representative within five (5) days of test completion. Invoices will NOT be paid unless corresponding test results are received.**

PLEASE SEE/REVIEW "SPECIFICATIONS" FOR ADDITIONAL SCOPE OF SERVICES AND REQUIREMENTS.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:
The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation be based on the criteria outlined below.

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service "Cabling-Installation-Time-Materials-Other Services" for Hidalgo County.

1. **Electrical and Tele-data Communications Contractor(S): (20 Points)**
The "Electrical and Tele-data Communications Contractor(s) should provide information related to its Qualifications. Must provide copy of certificates, licenses, permits, etc., as required and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** **(20 Points)**
The "**Electrical and Tele-data Communications Contractor(S)**" must state, the approach and/or methodology, in achieving and rendering all services detailed and required as an "Electrical and Tele-data Communications Contractor(s)" in the "Request For Proposal".

3. **COST FEES AND WARRANTY:** **(30 Points)**
Provide fees for services and warranty as detailed on requirements. Cost fee proposal should include any/all cost of of permits, fees, warranty, etc.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** **(30 Points)**
The **"Electrical and Tele-data Communications Contractor(S)"** should provide as much background information as to it's experiences in providing similar services, shall secure and pay for the building permit and for all required permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work and any additional service as described and detailed in specifications and requirements.

NEGOTIATION PROCESS:
Compliance with all requirements, the most proposed productive, qualified, experience, efficient and effective plan in order will be reviewed and considered. Emphasis will be placed on qualifications, experience, capability to perform the services as well as the best proposal, and meeting the needs of the "Cabling-Installation-Time-Materials-Other Services". Accuracy and completeness are essential. Hidalgo County reserves the right to reject any and all RFPs.

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, July 30 , 2008.**
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.

EXHIBIT "B"

PAYMENT SCHEDULE/BEST AND FINAL OFFER

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Leonel J. Lopez, President
Starr Telecommunications ETC, LLC

From: Moises Salazar, Buyer II for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: August 27, 2008

Re: Negotiation Meeting For Request of "Best and Final Offer" For:
RFP NO: 2008-277-07-30-VYG-Hidalgo County"Cabling-Installation-Time-Materials-Other Services"

Let this serve as a notice of Hidalgo County Commissioners' Court action taken on August 26, 2008 to approve and authorize negotiations including a Best and Final Offer with your company, Starr Telecommunications ETC, LLC, which was the number one ranked by the Court for this project.

A meeting has been scheduled for Wednesday, August 27, 2008, at 3:00 pm to be held at the conference room of the Hidalgo County Purchasing Department, for discussions/negotiations on services requested on RFP and proposal(s) submitted for a request on a "Best and Final Offer" based on the outcome of the meeting.

We request that you please sign and remit acknowledgement if in agreement with scheduled meeting for discussion/negotiations via facsimile @ (956) 292-7612 or email: moises.salazar@co.hidalgo.tx.us . If you have any questions, please call me at (956) 290-7000-4863. Thank you.

Signed: _____ Date: 8/27/08

Printed Name: Miguel G Lopez, Jr

Title: Project Manager / Estimator

Request for Proposal
"CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"

RFP NO: 2008-277-07-30-VYG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: STARR TELECOMMUNICATIONS ETC, LLC

Address: 304 W. VETERANS

PALMVIEW, TX 78572

By: [signature]

Printed Name: [illegible]

BEST & FINAL OFFER

CABLING INSTALLATION SERVICES, TIME & MATERIALS-OTHER SERVICES

RFP NO: 2008-277-07-30-VYG

Copper

(Cost per Installed Run of up to 285' includes service loop)

NON-PLENUM	CAT 3 (4 Pair)	CAT 5e	CAT 6	KEY CABLE (25 Pair)	% Discount for Multi-runs Same drop
Regular New Construction (Rough/Pre-Punch)	45.00	70.00	100.00	1.45	3.25%
Regular (Post-Punch)	51.00	75.00	112.00	1.75	3.25%
Expedited	67.00	93.00	141.00	1.85	3.25%
Emergency	93.00	147.00	195.00	1.90	3.25%

PLENUM	CAT 3 (4 Pair)	CAT 5e	CAT 6	KEY CABLE (25 Pair)	% Discount for Multi-runs same drop
Regular New Construction (Rough/Pre-Punch)	69.00	87.00	123.00	2.94	3.25%
Regular (Post-Punch)	75.00	93.00	130.00	3.00	3.25%
Expedited	102.00	127.00	187.00	3.15	3.25%
Emergency	142.00	177.00	237.00	3.25	3.25%

Miscellaneous

	CAT 3 (4 Pair)	CAT 5e	CAT 6	KEY CABLE (25 Pair)
3' Patch Cable		5.34	7.70	
5' Patch Cable		5.94	8.88	
7' Patch Cable		6.84	9.60	
10' Patch Cable		7.75	11.10	
Custom (by foot)	5.90	6.45	9.50	
66 Block (Cat 5e)		25.00		
66 Block Cat 5e w/Connector		45.00		
5' Amphenol Cable (25 Pr)	22.50			
10' Amphenol cable (25 Pr)	26.50			
20' Amphenol Cable (25 Pr)	35.00			
24 Port Patch Panel (Modular)		165.00	265.00	
24 Port Patch Panel		175.00	265.00	
48 Port Patch Panel		325.00	450.00	
110 Wiring Blocks (100 Pr)	65.00			
Cross Connect Wire 24 AGW			70.00	
Neat Patch Cable Mgr w/patch cable (Cat 6 - 48 each) Kit			195.00	

AUDIO, VIDEO & ALARM

CABLE TYPE	Installed (P)	Installed (NP)	Cable Only (P)	Cable Only (NP)	With Connector (P)	With Connectors (NP)	OTHER
RG-6 Coaxial Cable	123.00	58.00	591.00	123.00	142.00	73.00	
RG-59 Coaxial Cable	128.00	6300	29100	123.00	144.00	74.00	
RG-59/18-2 Combo Cable	163.00	78.00	670.00	250.00	172.00	88.00	
Digital Coaxial Cable	173.00	94.00	742.00	274.00	193.00	104.00	
18/2 Speaker Cable	109.00	40.00	140.00	95.00	119.00	50.00	
18/2 Security Cable	70.00	45.00	190.00	125.00			
22/4 Security Cable	75.00	50.00	195.00	135.00			

Other							

(P-Plenum) (NP-Non Plenum) CABLE ONLY (1,000'rolls)

FIBER OPTIC CABLE (Multi-Mode)

REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	1.77	1.92	2.35	2.55	3.25	25.00 EA	3.58	1.90
12 Strand	2.65	2.75	2.99	3.25	4.29	25.00 EA	3.58	1.90
24 Strand	4.30	4.87	4.35	4.70	6.55	25.00 EA	3.58	1.90

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.15	2.30	2.35	2.55	3.25	25.00 EA	3.68	1.95
12 Strand	3.25	2.65	3.08	3.35	4.39	25.00 EA	3.68	1.95
24 Strand	4.35	4.95	4.40	4.80	6.65	25.00 EA	3.68	1.95

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.20	2.40	2.40	2.65	3.25	25.00 EA	3.75	2.00
12 Strand	3.30	3.75	3.15	3.35	4.45	25.00 EA	3.75	2.00
24 Strand	4.40	5.05	4.45	4.95	6.70	25.00 EA	3.75	2.00

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.50	2.60	2.50	2.75	3.35	25.00 EA	3.80	2.10
12 Strand	3.60	3.85	3.25	3.45	4.55	25.00 EA	3.80	2.10
24 Strand	4.70	5.15	4.55	5.05	6.80	25.00 EA	3.80	2.10

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
.3 mmPatch					
1m Patch	21.50	29.50	29.50	35.50	42.50
3m Patch	25.00	31.45	31.45	51.83	47.50

FIBER OPTIC CABLE (Single-Mode)

REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	1.77	1.92	2.35	2.55	3.25	25.00 EA	3.58	1.90
12 Strand	2.65	2.75	2.99	3.25	4.29	25.00 EA	3.58	1.90
24 Strand	4.30	4.87	4.35	4.70	6.55	25.00 EA	3.58	1.90

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.15	2.30	2.35	2.55	3.25	25.00 EA	3.68	1.95
12 Strand	3.25	2.65	3.08	3.35	4.39	25.00 EA	3.68	1.95
24 Strand	4.35	4.95	4.40	4.80	6.65	25.00 EA	3.68	1.95

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.20	2.40	2.40	2.65	3.25	25.00 EA	3.75	2.00
12 Strand	3.30	3.75	3.15	3.35	4.45	25.00 EA	3.75	2.00
24 Strand	4.40	5.05	4.45	4.95	6.70	25.00 EA	3.75	2.00

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.50	2.60	2.50	2.75	3.35	25.00 EA	3.80	2.10
12 Strand	3.60	3.85	3.25	3.45	4.55	25.00 EA	3.80	2.10
24 Strand	4.70	5.15	4.55	5.05	6.80	25.00 EA	3.80	2.10

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
.3 mmPatch					
1m Patch	21.50	29.50	29.50	35.50	42.50
3m Patch	25.00	31.45	31.45	51.83	47.50

FIBER OPTIC MISC

	6-PAK (SM)	6 PAK (MM)	12 PAK (SM)	12 PAK (MM)	ENCLOSURE WALL MOUNT	ENCLOSURE RACK MOUNT
ST	30.75	30.75	45.50	45.50	88.02	201.40
SC	35.50	35.50	92.40	92.40		
LC	71.50	71.50	98.00	98.00		

WALL MOUNT RACKS 18" DEEP	24"	36"	48"
Open Wall Mount Rack	285.00	315.00	390.00
Enclosed/Locking Wall Mount Rack	630.00	728.00	903.00
Labor to Install	100.00	125.00	140.00

WALL MOUNT RACKS 24" DEEP	24"	36"	48"
Open Wall Mount Rack	365.00	420.00	498.00
Enclosed/Locking Wall Mount Rack	680.00	755.00	905.00
Labor to Install	100.00	125.00	140.00

FLOOR MOUNT RACKS

DESCRIPTION	7'	Other
Floor Mount Open Rack Alminum	165.00	
Installation	125.00	
Floor Mount Open Rack 4 –Post Frame (Black)	750.00	
Installation	125.00	
Open Cabinet with Casters (Black)	950.00	
Installation	125.00	
Open Cabinet with Side Panels Only (Black)	1310.00	
Installation	125.00	
Cabinet with Side Panels and Front and Back Locking Doors	1590.00	
Installation	125.00	
Ladder Rack Assembly 10' Sections & Hardware	180.00	
Installation	100.00	
Vertical Cable Management for Open Floor Mount Rack	225.00	
Fan/Filter Kit for Wall-Mount Rack with Enclosure	130.00	
Fan/Filter Kit for Enclosed Floor Mount Cabinet	591.00	

UPS

Description	Tower	Rack Mount	Other
500	138.00		
750	231.00	481.00	
1000	261.00	642.00	
1200	265.00	660.00	
1500	371.00	767.00	
1750	385.00	780.00	
2000	1345.00	1052.00	
3000	1783.00	1302.00	

MISCELLANEOUS

DESCRIPTION	PRICE PER UNIT
J HOOKS Wall Hangers	3.75
Cable Support Saddles	15.75
D-Rings	7.50
Wire Mold Raceway	4.00 per foot
Wire Mold Boxes	7.90
Wire Mold Clips	1.25
Low Voltage Single Gang Box	5.00

DESCRIPTION	PRICE PER UNIT
Concrete Penetrations	65.00
Fire Wall Penetrations	45.00
Asbestos Penetration	125.00

INFRASTRUCTURE FOR COOPER & FIBER EXTERIOR WORK per foot

	2" CONDUIT	4" CONDUIT	TRENCHING	TRENCHING (ASHPALT/CALICHE)	4" BORE	6" BORE	PULL BOX 2X3X2	PULL BOX 6X4X3	
Regular	2.50	4.56	1.75	3.50	19.50	24.50	800.00	1100.00	
Expedited	3.33	5.28	2.70	4.20	32.50	39.00	950.00	1300.00	
Emergency	4.00	6.00	3.60	5.04	43.20	52.80	1200.00	1600.00	
Long Bend Elbows	45.00	70.00							
Regular Elbows	22.50	35.00							
LB ACCESS FITTINGS	18.50	25.00							

Trenching 3' deep by 4" wide

SERVICE CALL/TROUBLE SHOOTING
Price Per Hour

	FIBER OPTIC	DATA	TELEPHONE/FAX	ACCESS CONTROL	AUDIO/VIDEO	OTHER
Regular Hours	65.00	65.00	65.00	75.00	75.00	
After Hours/Holiday	97.50	97.50	97.50	112.50	112.50	
Expedited	97.50	97.50	97.50	112.50	112.50	
Emergency	97.50	97.50	97.50	112.50	112.50	

ETHERNET-ENABLE CONTROLLERS
(Power over Ethernet)

Description	Price Per Unit	Installation & Programming		
INTEGRAL Intelli-m 4 Control Module Kit	2340.00	400.00		
INTEGRAL Intelli-m Single Control Module Kit	787.00	150.00		
INTEGRAL Single Module Add-on Kit	589.00	100.00		
Proximity Reader	120.00	50.00		

Electric Door Strike (Wood)	**125.00**	**100.00**		
Electric Door Strike (Metal)	**250.00**	**125.00**	**(OTHER HES 9600) 586.00**	**125.00 Installation**
Electromagnetic Lock	**175.00**	**125.00**		
Request to Exit Buttons	**55.00**	**25.00**		
12/24 Power Supply	**195.00**	**100.00**		

WARRANTY PROVIDED BY CONTRACTOR (1 YEAR MINIMUM)_____ONE YEAR

Describe the process to be used to electronically accept, process and report job requests and progress to Hidalgo County__JOB REQUEST CAN BE E-MAILED ELECTRONIC OR FAXED_____

List test equipment to comply with testing requirements

Copper	**Fluke Omni Scan**	**Ideal Singal Tek**	
Fiber	**Fluke Omni Scan**	**Ideal Singal Tek**	

THE ABOVE ITEMS ARE THE "BEST AND FINAL OFFER" FPR NO: 2008-277-07-30 VYG-HIDALGO COUNTY "CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"

MIKE LOPEZ, Project Manager-Estimator 8/27/08 **Date**

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 02/08/10

PRODUCER
ACCESS INSURANCE AGENCY
5115 S BUSINESS 281 SUITE B
EDINBURG TX 78539

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
STARR TELECOM
304 W VETERANS BLVD
PALMVIEW TX 78572

INSURER A: UNDERWRITERS AT LLOYS
INSURER B: PROGRESSIVE
INSURER C: TEXAS MUTUAL INSURANCE
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 X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	TBTR000041	01/19/10	01/19/11	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	05261746-1	01/09/10	01/09/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0001198053	01/29/10	01/29/11	WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
	OTHER					

RECEIVED
MAR 09 2010
BY 2:48 PM

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER:

HIDALGO COUNTY
ATTN: PRISCILLA
FAX : 956-292-7612

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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PURCHASING DEPARTMENT
County Of Hidalgo

August 24, 2010

Leonel J. Lopez
Starr Telecommunications Etc. LLC
304 W. Veterans Blvd.
Palmview, Texas 78572

Via Facsimile: lopeznene4990@aol.com
zuri.morin@starrtelecom.com

Re: Sixty (60) Day Extension-C-08-277-09-02-Starr Telecommunications Etc. "Hidalgo County-Cabling-Installation-Time-Materials-Other Services"

Dear Mr. Lopez:
Commissioners' Court will take applicable action (Tuesday, August 31, 2010) in connection with the Hidalgo County's option to exercise the sixty (60) day grace period for the current contract in place while procurement process is completed under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than 4:00 p.m., Wednesday, August 25, 2010, attn: Vangie Y. Garcia, Contracts Mgr. to (956) 318-2629 or via email to: evangelina.garcia@co.hidalgo.tx.us

By: _____ Date: 8/25/10

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 ext. 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Vangie Y. Garcia

Vangie Y. Garcia, Contracts Manager
Hidalgo County Purchasing Department

xc: File

MONTH **, 2010

_____

_____

_____

_____

RE: Hidalgo County
Request for Proposals
"CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"
RFP № 2010-***-**-**-YZV

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If 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/yzv

Enclosures

REQUEST FOR PROPOSALS (RFP) CHECKLIST

"CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"

RFP № 2010-***-**-**-YZV

1. Request for Proposals Letter.
2. Request for Proposals, Legal Notice, consisting of 8 pages.
3. Exhibit "A", Requirements/Scope of Services, consisting of 18 pages.
4. Exhibit "B", Evaluation Criteria, consisting of 2 pages.
5. Exhibit "C", Insurance Requirements, consisting of 4 pages.
6. Exhibit "D", Conflict of Interest Questionnaire (CIQ), consisting of 1 page.
7. Exhibit "E", Proposer Affidavit, consisting of 1 page.
8. Proposer/Vendor Application and W-9 Form, consisting of 6 pages.
9. Certification Regarding Debarment, consisting of 1 page.
10. Draft Contract Service, consisting of 12 pages.

The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that nay 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,

_____ MONTH **, 2010

Martha L. Salazar, CPPB, Purchasing Agent Date

RFP NO: 2010-***-**-**	Buyer: YOLANDA Z VELASQUEZ	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

HIDALGO COUNTY

"CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"

PROPOSAL ACCEPTANCE DATE

MONTH **,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 Proposals** will be received for **"Hidalgo County –CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposals may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. **ONE (1) ORIGINAL AND SEVEN (7) COPIES** of all RFP's are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, "**RFP No: 2010-***-**-**-YZV- Hidalgo County-"CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas on **or before 9:30 a.m. Wednesday, MONTH **, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP/Q RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE WITH THE FOLLOWING REFERENCE: RFP NO: 2010-*-**-**-YZV-HIDALGO COUNTY "CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"**

   WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via email to yolanda.velasquez@co.hidalgo.tx.us. by NO LATER THAN Wednesday, MONTH **, 2010, at 5:00 p.m. Responses will be sent to all applicants by **Friday, MONTH **, 2010 at 5:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A)** separate and accept, or eliminate any items(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B)** reject any or all proposals/qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C)** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed and/or services to be provided or rendered at a County owned or operated location, each submitter shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the proposal

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to accept proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by Hidalgo County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all RFP's.

11. Costs are to be net F.O.B. destination County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County's 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.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. <u>DELIVERY INSTRUCTIONS:</u>

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. **<u>BILLING AND PAYMENT INSTRUCTIONS</u>**:

- Invoices must include:
  - a) Name and address of successful submitter
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - **"<u>HIDALGO COUNTY-"CABLING-INSTALLATION-TIME-MATERIALS-</u>**

OTHER SERVICES"

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:

Ray Eufracio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Proposal Acceptance Date:	**MONTH **, 2010**
Award of Contract	2010
Commence Work or Deliver Products	2010

18. ~~BID OR PERFORMANCE BOND AND~~ DEBARMENT CERTIFICATION~~; PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all submitters shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

  All participants are 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~~.

19. **ETHICAL STANDARDS**:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department

head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.
  Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must

affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24 . 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.

25. 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.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful 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.

27. 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.

28. Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposal 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.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful 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.

31. 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.

32. 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.

Proposal for
HIDALGO COUNTY
"CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"

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 submitter proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned submitter further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Submitter 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 proposal, as contained in the Requirements.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
REQUEST FOR PROPOSAL
HIDALGO COUNTY- "CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"
RFP NO: 2010-*-**-****

Overview:
Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals in order to enter with a direct vendor contract from a qualified, licensed "Electrical and Tele-data Communications Contractor" for "Cabling-Installation-Time-Materials-Other Services" on an "As Needed Basis". The initial tem of this contract shall commence upon award for twelve (12) months with Hidalgo County's Commissioners Court sole discretion to extend for one (1) additional year, subject to approval by the Commissioner's Court under the same firm fixed prices, terms and conditions. The scope of the work/services will encompass all aspects of Hidalgo County and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request for Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Cabling-Installation-Time-Materials-Other Services". Request For Proposals will be accepted until **9:30 A.M., Wednesday, MONTH **, 2010. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2010-***-**-**

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at: 2802 South Business Hwy 281, New Administration Building, Edinburg, Texas 78539. All inquires must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. All responses will be distributed through Hidalgo County Purchasing Department. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACIMILE (956) 318-2629 or emailed: yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN** Wednesday, Month ** 2010, at 5:00 p.m. Responses will be sent to all applicants via facsimile or emailed by Friday, Month **, 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 or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The

disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
The initial term of this contract shall commence upon award for one (1) year with Hidalgo County Commissioner's Court sole discretion to extend for one (1) additional year, subject to approval by the Commissioner's Court under the same firm fixed prices, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.(if applicable)

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

NUMBER OF COPIES TO BE SUBMITTED
A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:
Hidalgo County is soliciting to contract with an "Electrical and Tele-data Communications Contractor" that is qualified and licensed. The "Electrical and Tele-data Communications Contractor" who will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Vendor must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed electrical and tele-data communications contractor.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SECTION III – SCOPE OF SERVICES

SCOPE OF SERVICES:
Hidalgo County is soliciting to contract with a qualified license "Electrical and Tele-data Communications Contractor" that is qualified and license to provide the services required and requested in the RFP.

1. Except as indicated by Hidalgo County IT Telecom Services, Contractor shall provide materials and labor for cable installation work throughout Hidalgo County; to include new work as well as repairs to existing. Completed jobs shall conform to the Hidalgo County Voice and Data Wiring Specification Manual.

2. Contractor shall prepare a written job cost estimate for each job based upon a visit to the job site. Contractor must be available to visit job sites based on the following classifications of notification:

(a) Routine – five (5) working days of notification
(b) Expedite – one (1) working day of notification
(c) Emergency – two (2) hours of notification

3. Contractor shall provide an electronic copy of the completed request for estimate form, (see Exhibit B, page XX of this bid), to the ITTS Department based on the following classifications of notification:

(a) Routine – within forty-eight (48) hours after visiting the site.
(b) Expedite – within twenty-four (24) hours after visiting the site.
(c) Emergency – verbal estimate to be provided at the time of site visit with written follow-up of verbal estimate within twenty-four (24) hours of visit.

4. Once Hidalgo County has accepted a cabling job estimate through the issuance of a valid purchase order, the dollar amount reflected on the purchase order shall constitute the County's total obligation for that job. The Contractor shall endeavor to submit an accurate cost estimate. No claims for compensation will be considered or allowed for extra work resulting from ignorance of any existing conditions on the part of the proposer. However, the County recognizes that some elements of work cannot be detected until work is in progress. When latent physical conditions are discovered, the Contractor shall immediately notify the IT Telecom Manager, and before work continues, the Contractor shall submit a revised cost estimate for approval. A written change order to the existing purchase order or the issuance of an additional purchase order is the only valid approval mechanisms for additional work.

5. Contractor shall inform the IT Department of the work in progress and advise them when a job is complete. For long-term projects, (those exceeding five (5) working days), the Contractor shall meet with ITTS representative and provide a weekly, typewritten progress report. This report should be electronically submitted no later than 5:00 p.m. on each Friday until the work is completed. Weekly meetings will include a site inspection to ensure compliance with established standards.

6. Permits, Fees and Notices:

a. The Contractor shall secure and pay for the building permit and for all required permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work. Contractor's estimate should include cost of any permits, fees, or notices for each job.

b. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

c. If the Contractor performs any work when he knows or should know it to be contrary to such laws, ordinances, rules and regulations, and shall therefore bear all costs attributable thereto.

7. Selected Contractor shall be expected to meet established schedules and deadlines for the completion of work as outlined in job estimates.

8. Selected Contractor shall be expected to adhere to current Hidalgo County Voice and Data Wiring Specification Manual. It is the responsibility of the Contractor to request any new revisions to the wiring specifications at the time an estimate is provided.

9. Proposer should have a current BICSI certified Registered Communication Distribution Designer (RCDD) on staff as a full-time employee. A copy of the RCDD certificate and BICSI member number must be provided with bidding documents

10. Proposer shall provide a representative list of three (3) or more references including contact name and telephone number. These references should represent the installation of copper and fiber optic cabling in interior, exterior, aerial, and underground environments. The Proposer should indicate which types of work have been conducted for each reference. Hidalgo County may contact these references as one means of collecting information regarding past performance of the Proposer. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSER.

11. Proposer shall provide a document detailing the staffing level of the Proposer's firm by job classification (i.e. cable installer, installers helper and qualifications of staff). THIS INFORMATION SHALL BE PROVIDED WITH PROPOSER.

12. Proposer shall provide a list of equipment owned; fiber and copper, description and any additional information as needed. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

13. Proposer shall provide a list of certificates and cables covered by manufacturer training and certification. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

14. Proposer shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation as specified.

15. Warranty information on installed equipment and cabling shall be detailed in each job estimate. Proposer shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation.

16. Warranty shall commence on each job on the date it is accepted as complete by Hidalgo County.

17. The Contractor shall respond with remedy to a warranty trouble call within twenty-four (24) hours after receipt of such a call.

18. If it becomes necessary for the County to contact another vendor for warranty repairs due to inability or failure of the Contractor to perform such repairs, the Contractor shall reimburse the County for all invoices for labor, materials required and the shipping/handling costs thereof, to perform such repairs, within thirty (30) calendar days from presentation of such invoice. This shall

only occur after the Contractor has been given reasonable time and fair opportunity to respond and correct the problem. The cost limitation for such repairs will not exceed the parts and labor replacement price of the repair.

19. All cable/equipment installed must be fully tested and meet TIA/EIA testing and installation standards for UTP/STP copper, coaxial, and SM/MM fiber optic cable. This includes certification for Cat5, Cat3, Cat6 installation, Fast Ethernet, (100MB), Gigabit Ethernet (1000 MB), FDDI, etc. **All test results shall be submitted electronically to designated Hidalgo County IT'S representative within five (5) days of test completion. Invoices will NOT be paid unless corresponding test results are received.**

PLEASE SEE/REVIEW "SPECIFICATIONS" FOR ADDITIONAL SCOPE OF SERVICES AND REQUIREMENTS.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

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SECTION IV – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined below.

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, score and evaluate the RFPs received in response to this "Request for Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the grid to the Hidalgo County Commissioner's Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service "Cabling-Installation-Time-Materials-Other Services" for Hidalgo County.

1. **ELECTRICAL AND TELE-DATA COMMUNCATIONS CONTRACTOR(S): (20 Points)**
   The "Electrical and Tele-data Communications Contractor(s) should provide information related to its Qualifications. Vendor must provide copy of certificates, licenses, permits, etc., as required and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY: (20 Points)**
   The "**Electrical and Tele-data Communications Contractor(S)**" must state, the approach and/or methodology, in achieving and rendering all services detailed and required as an "Electrical and Tele-data Communications Contractor(s)" in the "Request For Proposal".

3. **COST FEES AND WARRANTY: (30 Points)**
   Provide fees for services and warranty as detailed on requirements. Cost fee proposal should include any/all cost of permits, fees, warranty, etc.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES" (30 Points)**
   The **"Electrical and Tele-data Communications Contractor(S**)" should provide as much background information as to it's experiences in providing similar services, shall secure and pay for the building permit and for all required permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work and any additional service as described and detailed in specifications and requirements.

NEGOTIATION PROCESS:

Compliance with all requirements, the most proposed productive, qualified, experience, efficient and effective plan in order will be reviewed and considered. Emphasis will be placed on qualifications, experience, and capability to perform the services as well as the best proposal, and meeting the needs of the "Cabling-Installation-Time-Materials-Other Services". Accuracy and completeness are essential. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT "A"

HIDALGO COUNTY ADDITIONAL SCOPE OF SERVICES

"CABLING – INSTALLATION - TIME – MATERIALS – OTHER SERVICES"

RFP NO: 2010-***-**-**-YZV

I. DESCRIPTION

Building structured wiring systems shall meet Hidalgo County Tele-Data Cabling Conventions to include adherence to the most currently available Building Industry Consulting Service International (BICSI) Telecommunications Distribution Methods Manual (TDMM 10th Edition), ANSI/TIA/EIA Telecommunications Building Wiring Standards, and National Electrical Code NFPA 70 & 72 manuals. Proposers shall be fully acquainted with the above referenced standards and be fully qualified, as outlined in the Hidalgo County Tele-Data communications contractor qualifications, to propose on and perform work. Proposer(s) shall have demonstrated qualifications to install and test Fast Ethernet and Gigabit Ethernet Copper & Fiber cabling. Additionally, the successful proposer will be required to meet Hidalgo County Tele-Data conventions and standards. The successful Proposer will be required to meet with and coordinate with a representative of the IT Networking and Telecommunications Department prior to work beginning, and weekly, during the installation process. Weekly meetings will include a site inspection to ensure compliance with the before mentioned standards. The successful electrical and Tele-data communications contractor will follow appropriate installation guidelines, as contained in the most currently available BICSI TDMM, ANSI/TIA/EIA, and NFPA 70 & 72 manuals. Additionally, contractor will work with IT Networking and Telecommunications to ensure proper placement and routing of cable and support hardware.

TELE-DATA COMMUNICATIONS CONTRACTOR QUALIFICATIONS

a. Hidalgo County requires only qualified, experienced Tele-data communications contractors perform design, project management and installation services in the construction or remodel of County telecommunications infrastructure. Pursuant to this, Hidalgo County wants to ensure that successful contractors have the capabilities, qualifications, financial stability, and experience to complete Tele-data communications installations using common industry practices (i.e. BICSI TDMM, ANSI/TIA/EIA, NFPA, etc) while meeting all Hidalgo County guidelines.

b. A consultant or contractor, by responding to a proposal, represents that their company possesses the qualifications, certifications, capabilities, test equipment, expertise, and personnel necessary to provide an efficient and successful installation of properly operating equipment as specified.

II. SPECIFICATIONS:

Copper

(Cost per Installed Run of up to 285' includes service loop)

NON-PLENUM	CAT 3 (4 PAIR)	CAT 5e	CAT 6	KEY CABLE (25 PAIR)	% Discount for Multi-runs same drop
Regular New Construction (Rough/Pre-Punch)					
Regular (Post-Punch)					
Expedited					
Emergency					
1000 ft Bulk Cable					
RJ45 Connectors					

PLENUM	CAT 3 (4PAIR)	CAT 5e	CAT 6	KEY CALBE (25 PAIR)	%Discount for Multi-runs same drop
Regular New Construction (Rough/Pre-Punch)					
Regular (Post-Punch)					
Expedited					
Emergency					
1000ft Bulk Cable					
Rj45 Connectors					

MISCELLANEOUS

	CAT 3 (4 PAIR)	CAT 5e	CAT 6	KEY CABLE (25 PAIR)
3' Patch Cable				
5' Patch Cable				
7' Patch Cable				
10' Patch Cable				
Custom (by foot)				
66 Block (Cat 5e)				
66 Block Cat 5e w/Connector				
5' Amphenol Cable (25 Pr)				
10' Amphenol cable (25 Pr)				
20' Amphenol Cable (25 Pr)				
24 Port Patch Panel (Modular)				
24 Port Patch Panel				
48 Port Patch Panel				
110 Wiring Blocks (100 Pr)				
Cross Connect Wire 24 AGW				
Neat Patch Cable Mgr w/patch cable (Cat 6 - 48 each) Kit				

AUDIO, VIDEO & ALARM

CABLE TYPE	INSTALLED (P)	INSTALLED (NP)	CABLE ONLY (P)	CABLE ONLY (NP)	WITH CONNECTOR (P)	WITH CONNECTOR (NP)	OTHER
RG-6 Coaxial Cable							
RG-59 Coaxial Cable							
RG-59/18-2 Combo Cable							
Digital Coaxial Cable							
18/2 Speaker Cable							
18/2 Security Cable							
22/4 Security Cable							
RG59 Connectors							
BNC Connectors							
RG6 Connectors							

(P-Plenum) (NP-Non Plenum) CABLE ONLY (1,000'rolls)

FIBER OPTIC CABLE (Multi-Mode)

REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)

CABLE TYPE	INSTALLED (P)	INSTALLED (NP)	CABLE ONLY (P)	CABLE ONLY (NP)	WITH CONNECTOR (P)	WITH CONNECTOR (NP)	OTHER
6 Strand							
12 Strand							
24 Strand							

(P-Plenum) (NP-Non Plenum) CABLE ONLY (1,000'rolls)

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINIATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
.3 mm Patch					
1m Patch					
3m Patch					

FIBER OPTIC CABLE (Single-Mode)

REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
.3 mmPatch					
1m Patch					
3m Patch					

FIBER OPTIC MISC

	6-PACK (SM)	6 PAK (MM)	12 PAK (MM)	12 PAK (MM)	ENCLOSURE WALL MOUNT	ENCLOSURE RACK MOUNT
ST						
SC						
LC						

WALL MOUNT RACKS 18" DEEP

	24"	36"	48"
Open Wall Mount Rack			
Enclosed/Locking Wall Mount Rack			
Labor to Install			

WALL MOUNT RACKS 24" DEEP

Open Wall Mount Rack			
Enclosed/Locking Wall Mount Rack			
Labor to Install			

FLOOR MOUNT RACKS

DESCRIPTION	7"	OTHER
Floor Mount Open Rack Alminum		
Installation		
Floor Mount Open Rack 4 –Post Frame (Black)		
Installation		
Open Cabinet with Casters (Black)		
Installation		
Open Cabinet with Side Panels Only (Black)		
Installation		
Cabinet with Side Panels and Front and Back Locking Doors		
Installation		
Ladder Rack Assembly 10' Sections & Hardware		
Installation		
Vertical Cable Management for Open Floor Mount Rack		
Fan/Filter Kit for Wall-Mount Rack with Enclosure		
Fan/Filter Kit for Enclosed Floor Mount Cabinet		

UPS

DESCRIPTION	TOWER	RACK MOUNT	OTHER
500			
750			
1000			
1200			
1500			
1750			
2000			
3000			

MISCELLANEOUS

DESCRIPTION	PRICE PER UNIT
J HOOKS Wall Hangers	
Cable Support Saddles	
D-Rings	
Wire Mold Raceway	
Wire Mold Boxes	
Wire Mold Clips	
Low Voltage Single Gang Box	

DESCRIPTION	PRICE PER UNIT
Concrete Penetrations	
Fire Wall Penetrations	
Asbestos Penetration	

INFRASTRUCTURE FOR COOPER & FIBER EXTERIOR WORK per foot

	2" CONDUIT	4" CONDUIT	TRENCHING	TRENCHING (ASPHALT/CALICHE)	4" BORE	6" BORE	PULL BOX 2X3X2	PULL BOX 6X4X3	AHPHALT REPAIR (PER FOOT)
Regular									
Expedited									
Emergency									
Long Bend Elbows									
Regular Elbows									
LB ACCESS FITTINGS									

Trenching 3' deep by 4" wide Asphalt Repair: Asphalt or Concrete

SERVICE CALL/TROUBLE SHOOTING

Price Per Hour

	FIBER OPTIC	DATA	TELEPHONE/FAX	ACCESS CONTROL	AUTIO/VIDEO	OTHER
Regular Hours						
After Hours/Holiday						
Expedited						
Emergency						

ETHERNET-ENABLE CONTROLLERS

(Power over Ethernet)

DESCRIPTION	PRICE PER UNIT	INSTALLATION & PROGRAMMING
INTEGRAL Intelli-m 4 Control Module Kit		
INTEGRAL Intelli-m Single Control Module Kit		
INTEGRAL Single Module Add-on Kit		
Proximity Reader		
Electric Door Strike (Wood)		
Electric Door Strike (Metal)		
Electromagnetic Lock		
Request to Exit Buttons		
12/24 Power Supply		
Intelli-m Base Software Kit-32 Doors		
Intelli-m Software 32 door Add-on		
HID ProxKey II (Keyfobs)		
HID-ISO Prox Card		

III. SPECIFICATIONS:

1. Except as indicated by Hidalgo County IT Telecom Services, Contractor shall provide materials and labor for cable installation work throughout Hidalgo County; to include new work as well as repairs to existing. Completed jobs shall conform to the Hidalgo County Voice and Data Wiring Specification Manual.

2. Contractor shall prepare a written job cost estimate for each job based upon a visit to the job site. Contractor must be available to visit job sites based on the following classifications of notification:

(a) Routine – five (5) working days of notification
(b) Expedite – one (1) working day of notification
(c) Emergency – two (2) hours of notification

3. Contractor shall provide an electronic copy of the completed request for estimate form, (see Exhibit B, page of this bid), to the ITTS Department based on the following classifications of notification:

(a) Routine – within forty-eight (48) hours after visiting the site.
(b) Expedite – within twenty-four (24) hours after visiting the site.
(c) Emergency – verbal estimate to be provided at the time of site visit with written follow-up of verbal estimate within twenty-four (24) hours of visit.

4. Once Hidalgo County has accepted a cabling job estimate through the issuance of a valid purchase order, the dollar amount reflected on the purchase order shall constitute the County's total obligation for that job. The Contractor shall endeavor to submit an accurate cost estimate. No claims for compensation will be considered or allowed for extra work resulting from ignorance of any existing conditions on the part of the proposer. However, the County recognizes that some elements of work cannot be detected until work is in progress. When latent physical conditions are discovered, the Contractor shall immediately notify the IT Telecom Manager, and before work continues, the Contractor shall submit a revised cost estimate for approval. A written change order to the existing purchase order or the issuance of an additional purchase order is the only valid approval mechanisms for additional work.

5. Contractor shall inform the IT Department of the work in progress and advise them when a job is complete. For long-term projects (those exceeding five (5) working days), the Contractor shall meet with ITTS representative and provide a

weekly, typewritten progress report. This report should be electronically submitted no later than 5:00 p.m. on each Friday until the work is completed. Weekly meetings will include a site inspection to ensure compliance with established standards.

6. Permits, Fees and Notices:

a. The Contractor shall secure and pay for the building permit and for all required permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work. Contractor's estimate should include cost of any permits, fees, or notices for each job.

b. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

c. If the Contractor performs any work when he knows or should know it to be contrary to such laws, ordinances, rules and regulations, and shall therefore bear all costs attributable thereto.

7. Selected Contractor shall be expected to meet established schedules and deadlines for the completion of work as outlined in job estimates.

8. Selected Contractor shall be expected to adhere to current Hidalgo County Voice and Data Wiring Specification Manual. It is the responsibility of the Contractor to request any new revisions to the wiring specifications at the time an estimate is provided.

9. Proposer should have a current BICSI certified Registered Communication Distribution Designer (RCDD) on staff as a full-time employee. A copy of the RCDD certificate and BICSI member number must be provided with bidding documents

10. Proposer shall provide a representative list of three (3) or more references including contact name and telephone number. These references should represent the installation of copper and fiber optic cabling in interior, exterior, aerial, and underground environments. The Proposer should indicate which types of work have been conducted for each reference. Hidalgo County may contact these references as one means of collecting information regarding past performance of the Proposer. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

11. Proposer shall provide a document detailing the staffing level of the Proposer's firm by job classification (i.e. cable installer, installers helper and qualifications of staff). THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

12. Proposer shall provide a list of equipment owned; fiber and copper, description and any additional information as needed. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

13. Proposer shall provide a list of certificates and cables covered by manufacturer training and certification. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

14. Proposer shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation as specified.

15. Warranty information on installed equipment and cabling shall be detailed in each job estimate. Proposer shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation.

16. Warranty shall commence on each job on the date it is accepted as complete by Hidalgo County.

17. The Contractor shall respond with remedy to a warranty trouble call within twenty-four (24) hours after receipt of such a call.

18. If it becomes necessary for the County to contact another vendor for warranty repairs due to inability or failure of the Contractor to perform such repairs, the Contractor shall reimburse the County for all invoices for labor, materials required and the shipping/handling costs thereof, to perform such repairs, within thirty (30) calendar days from presentation of such invoice. This shall only occur after the Contractor has been given reasonable time and fair opportunity to respond and correct the problem. The cost limitation for such repairs will not exceed the parts and labor replacement price of the repair.

19. All cable/equipment installed must be fully tested and meet TIA/EIA testing and installation standards for UTP/STP copper, coaxial, and SM/MM fiber optic cable. This includes certification for Cat5, Cat3, Cat6 installation, Fast Ethernet, (100MB), Gigabit Ethernet (1000 MB), FDDI, etc. **All test results shall be submitted electronically to designated Hidalgo County ITTS representative within five (5) days of test completion. Invoices will NOT be paid unless corresponding test results are received.**

IV. Terms & Conditions:

1. **SCOPE of CONTRACT:** This is a firm fixed-price, estimated quantity contract calling for delivery of the products identified in Description at the stated prices submitted by the Proposer. Upon acceptance of a bid by Hidalgo County Commissioners and issuance of a Contract Award by the Hidalgo County Purchasing Agent, Proposer shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions and Description contained herein. Delivery schedule listed by Proposers on the face of this RFB shall apply to the individual Purchase Order. Hidalgo County will seek purchases from State-awarded contracted vendors, cooperative purchasing programs, or any other vendor whenever it is statutorily permitted and in its best interest to do so. Hidalgo County is not obligated to order products not covered by this contract and is free to secure those requirements from other sources in accordance with applicable purchasing statues. Hidalgo County will seek purchases from State-awarded contracted vendors, cooperative purchasing programs, or any other vendor whenever it is statutorily permitted and in its best interest to do so.

2. **TERM CONTRACT:** The initial term of this contract shall commence upon award for one (1) year with Hidalgo County Commissioners Court sole discretion to extend for one (1) additional year, subject to approval by the Commissioners Court under the same firm fixed prices, terms and conditions.

3. **PRICE CHANGES:** The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option year should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Hidalgo County substantiating the changes to the bid process. Any price changes must be approved by Hidalgo County.

    1. **METHOD OF AWARD:** Award, if any, will be made to
        a. **Primary Vendor** the responsible Proposer(s) submitting the lowest bid prices(s) and meeting all requirements of this Request for Proposal.
        b. **Secondary Vendor** the responsible Proposer(s) submitting the second lowest proposal(s) and meeting all requirements of this Request for Proposal.

    Hidalgo County reserves the right to award on an “all or none” or “by line item” basis. Proposer may propose on any or all items in order to be considered responsive to this Request for Proposal.

4. **PURCHASE ORDER: Contractor will not supply and/or deliver any items until a purchase order number is**

assigned by the designated representative of the County Purchasing Office. Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor. The Contractor must respond by supplying and/or delivering the parts. Failure to act in this manner may result in termination of this contract.

5. **MATERIAL COST:** Prices for each job shall include the cost of shipping and delivery of all items to the designated FOB point and shall not include Federal or State of Texas sales, excise and use taxes. Proposer must include all costs in the delivered unit price.

6. **REQUIRED DELIVERY:** Verbal Purchase Order's placed by 3:00 p.m. shall be delivered to the department that same business day. Order's after 3:00 p.m. shall be next business day deliver.

7. **DAMAGES:** Contractor will be totally responsible for any and all damages and/or losses to equipment and property which may occur during the performance of this contract. Damages to equipment and property will be assessed by an agent of the Hidalgo County Elections Department.

V. ADDITIONAL INFORMATION:

1. All costs and expenses associated with preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the Proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

2. Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to: Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN**, Wednesday, Month **, 2010 by 5:00 P.M... Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, Month **, 2010 by 5:00 p.m.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-00

THIS CONTRACT is made and entered into this ____ day of _____**,2010** by and between the County of Hidalgo, Texas ("County"), and_____**,** ("Company").

WHEREAS, Company responded to request for bids for "Cabling-Installation-Time-Materials-Other Services" **(**the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the

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Hidalgo County or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____and ending _ _____and may be extended at the sole discretion of County for an _____terms, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional

DRAFT

insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company

DRAFT

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this____ day of_____, 2010.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo, Jr. County Clerk

COMPANY:

Printed Name:_____

Title:_____

DRAFT

Approved by Commissioners Court on: _____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

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EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

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EXHIBIT “B” VENDOR’S BID
(BID TABULATION)

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EXHIBIT “C” INSURANCE REQUIREMENTS

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EXHIBIT “D”
CONFLICT OF INTEREST FORM
(CIQ)

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VENDOR/BIDDER APPLICATION

DRAFT

DEBARMENT FORM

DRAFT

W-9 FORM

DRAFT

AI-22406 **25.E.1.**

CABLING INSTALLATION - TIME MATERIALS - OTHER SERVICES CC REGULAR

Date: 08/17/2010
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** IT Department

Information

CAPTION

a. Presentation of the sole response received from: Starr Tele Communications, ETC, LLC for the purpose of ranking by CC as "qualified" in order to proceed to the next phase of the proposal process for: Hidalgo County "Information Technology (IT) Department -"Cabling Installation- Time Materials Other Services" RFP No 2010-134-07-28 - YZV

b. Requesting authority for Purchasing Department to enter into negotiations with the sole qualified proposer Starr Tele Communications, ETC., LLC in order to finalize a contract for consideration and award for "Cabling Installation-Time Materials-Other Services" for Hidalgo County IT Department.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-200-002-0-431
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:

Funds available as of 8/13/10 $15,021.25.

Attachments

Link: Scoring Grid-Acceptance Sheet-Participation Log

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/13/2010 06:22 AM	APRV
2	Budget & Management	Angela Garcia	08/13/2010 08:31 AM	APRV
3	Erika Zamora	Erika Zamora	08/13/2010 03:42 PM	APRV
4	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Yolanda Velasquez Started On: 08/09/2010 03:21 PM
Final Approval Date: 08/13/2010

AI-22732 **20.A.8.**

Old Admin Bldg Renovations Carrier Invoices
CC REGULAR

Date: 08/31/2010
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department Sub-category: Hidalgo County

Information

CAPTION

Acceptance and approval of invoices listed below received from Carrier Corporation (awarded vendor through Buyboard Cooperative Purchasing Program contract 305-08 and 298-09) in connection with "Hidalgo County Old Administration Building 3rd Floor Renovations-Replacement of Air Handler Unit" through PO #625760 in amounts (detailed herein) eligible for payment after review and complete processing procedures by Auditor with authority County Treasurer to issue payment.

Invoice No.	Invoice Amount	Amount to be paid
B002064508	$67,049.00	$62,996.32
B002079425	$30,084.00	$21,341.85

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010
ACCT. #: 0-1336-419-40-220-043-0-452
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO No. 625760

old account 0-1336-419-00-115-073-0-452

Attachments

Link: Carrier Inv B002079425
Link: Carrier Inv B002064508

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2010 04:50 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2010 04:52 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/27/2010 05:08 PM	APRV
4	Auditor's Office		08/27/2010 05:20 PM	NEW

Form Started By: Moises Salazar

Started On: 08/27/2010 04:12 PM

Final Approval Date: 08/27/2010

INVOICE

ISTOMER ORDER NO.-FINAL BILL INDICATOR		DATE	INVOICE NUMBER
625760 N		06/25/10	800207425

ISTOMER CODE	CUSTOMER SHIP TO	CUSTOMER'S RESALE OR EXPORT NUMBER	WORK ORDER NO.	BRANCH	PRIORITY	TRANSAC-TION	SHIP METHOD	PAGE
H23497	R84001		984543301	600840				1

667 084 CONTR. LIC. #TACLA#00004767C

OLD O:
HIDALGO COUNTY PURCHASING
ATTN FACILITIES MGMT DEPT
P O BOX 1356
EDINBURG TX 78540-1356

SHIP TO:
HIDALGO COUNTY 3RD FLOOR

100 E CANO ST
EDINBURG
TX

MARK FOR:

PLEASE REMIT PAYMENT TO:

CARRIER CORPORATION
P.O.BOX # 93844
CHICAGO, IL 60673-3844
INCLUDE YOUR CUSTOMER CODE
WHEN SUBMITTING PAYMENT

REGION	SALESMAN	TERMS	DAYS ALL'D	DISCOUNT	INSURANCE
084		001		0.000	N

BILL OF LADING NUMBER	SHIPMENT WEIGHT	CONTAINER TYPE	NO. OF CONTAINERS

SHIPPED VIA	DESTINATION CODE	SHIPPED DATE
	1000	06/25/10

O.P.	CONTROL NO.	WHSE	TYPE SALE	PACKING LIST	TAX CODE
		SPA	CBSB		TXXX--

Carrier
A United Technologies Company

CARRIER PARKWAY
P.O. BOX 4808
SYRACUSE, NEW YORK USA 13221
DIVISION OF CARRIER CORPORATION

CARRIER RESERVES THE RIGHT TO ASSESS INTERESTS AT THE MAXIMUM RATE ALLOWABLE BY LAW ON AMOUNTS PAST DUE

NOTES:

LINE	QTY. SHIPPED	PART NUMBER/NOTES	DESCRIPTION	U/M	UNIT LIST PRICE	MULTIPLIER	UNIT NET PRICE	EXTENDED AMOUNT
01	1	QUOTED PRICE PROGRESS BILLING TO PROVIDE AHU, CTLS, VAV, DUCTWORK	QUOT-PR	EA			30084.00	30084.00
						SUBTOTAL		30084.00
						TOTAL		30084.00

will pay
+$ 21,341.85

Rick Lunday
22 July 2010

IF QUESTIONS CONTACT: PAM JOUETT
AT PHONE: 210-495-2600
WE GLADLY ACCEPT MASTER CARD, VISA AND AMERICAN EXPRESS.
REGULATED BY THE TEXAS DEPARTMENT OF LICENSING AND REGISTRATION PO BOX 12157 AUSTIN, TEXAS 78711 1-800-803-9202
REGULATED BY THE TEXAS STATE BOARD OF PLUMBING EXAMINERS PO BOX 4200 AUSTIN, TX 78765 1-800-845-6584
MASTER LICENSE M-7396

RECEIVED BY COUNTY AUDITOR
2010 AUG 5 AM 10 47

INVOICE RECEIVED BY: CB ON 7/16/10
GOODS/SERVICES RECEIVED BY: CB. ON June 2010

0-1336-419-00-115-0130-452
P.O.#625760
Paul Pulgino 8/5

CARRIER CORPORATION, A DELAWARE CORP.
F.E.I.N. 06-0991716

1 1/4 % 10 DAYS N30 DUE 07/25/10 NET 30084.00

AMOUNT

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, & 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED AND OF REGULATION ORDERS OF THE U.S. DEPT. OF LABOR ISSUED UNDER SEC. 14 THEREOF. . . ANY DIFFERENCES BETWEEN QUANTITIES ORDERED AND QUANTITIES SHIPPED HAVE BEEN BACK ORDERED AND WILL BE SHIPPED AS SOON AS RECEIVED. ANY CLAIM FOR SHORTAGE OR ADJUSTMENT MUST BE MADE WITHIN 30 DAYS. CONFIRMATORY ORDER AND INVOICE SEE REVERSE SIDE.

CUSTOMER ORDER NO.-FINAL BILL INDICATOR				DATE	INVOICE NUMBER
6257760 N				05/17/10	B0020645

CUSTOMER CODE	CUSTOMER SHIP TO	CUSTOMER'S RESALE OR EXPORT NUMBER	WORK ORDER NO.	BRANCH	PRIORITY	TRANSACTION	SHIP METHOD	PAGE
H23497	RB4001		984543301	600840				1

667 084 CONTR. LIC. #TACLA00004767C

SOLD TO:
HIDALGO COUNTY PURCHASING
A/P BLDG & GROUNDS 9562897851
P O BOX 1356
EDINBURG TX 78539

SHIP TO:
HIDALGO COUNTY 3RD FLOOR
100 E CANO ST
EDINBURG
TX

MARK FOR:

PLEASE REMIT PAYMENT TO:
CARRIER CORPORATION
P.O.BOX # 93844
CHICAGO, IL 60673-3844
INCLUDE YOUR CUSTOMER CODE
WHEN SUBMITTING PAYMENT

REGION	SALESMAN	TERMS	DAYS ALL'D	DISCOUNT	INSURANCE
984		001		0.000	N

BILL OF LADING NUMBER	SHIPMENT WEIGHT	CONTAINER TYPE	NO. OF CONTAINERS

SHIPPED VIA	DESTINATION CODE	SHIPPED DATE
	1060	05/17/10

O.P.	CONTROL NO.	WHSE	TYPE SALE	PACKING LIST	TAX CODE
		66A	CBSB		TXXX--

Carrier
A United Technologies Company
CARRIER PARKWAY
P.O. BOX 4808
SYRACUSE, NEW YORK USA 13221
DIVISION OF CARRIER CORPORATION

CARRIER RESERVES THE RIGHT TO ASSESS INTERESTS AT THE MAXIMUM RATE ALLOWABLE BY LAW ON AMOUNTS PAST DUE

NOTES:

LINE	QTY. SHIPPED	PART NUMBER/NOTES	DESCRIPTION	U/M	UNIT LIST PRICE	MULTIPLIER	UNIT NET PRICE	EXTENDED AMOUNT
001	1	QUOTED PRICE PROGRESS BILLING #4	QUOT-PR TO PROVIDE AHU, CTLS, VAV, DUCTWORK.	EA			67049.00	67049.00
						SUBTOTAL		67049.00
						TOTAL		67049.00

As per Mr Eutracio we can only process the difference btwn percent completed up to date & what we already processed. Based on the original proposal price list & the multiplier of 1.3

IF QUESTIONS CONTACT: PAM JOUETT
AT PHONE: 210-495-2600
WE GLADLY ACCEPT MASTER CARD, VISA AND AMERICAN EXPRESS.
REGULATED BY THE TEXAS DEPARTMENT OF LICENSING AND REGISTRATION PO BOX 12157 AUSTIN, TEXAS 78711 1-800-803-9202
REGULATED BY THE TEXAS STATE BOARD OF PLUMBING EXAMINERS PO BOX 4200 AUSTIN, TX 78765 1-800-845-6584
MASTER LICENSE M-7396

INVOICE RECEIVED BY: [illegible] ON 6/8/10
GOODS/SERVICES RECEIVED BY: [illegible] ON 5/17/10

0-1336-419-00-115-073-0-452
P.O.#6257760

[illegible] 6/16/2010

total amount completed $ 123,672.22
total paid $ 60,676.00
amt owed year to date $62,996.22

Based on orig proposed multiplier 1.3 please see attached spreadsheet

[illegible] 6/29/10

CARRIER CORPORATION, A DELAWARE CORP. F.E.I.N. 06-0991718	1 1/4 % 10 DAYS N30	DUE 06/16/10 NET	AMOUNT 67049.00

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, & 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED AND OF REGULATION ORDERS OF THE U.S. DEPT. OF LABOR ISSUED UNDER SEC. 14 THEREOF. . . ANY DIFFERENCES BETWEEN QUANTITIES ORDERED AND QUANTITIES SHIPPED HAVE BEEN BACK ORDERED AND WILL BE SHIPPED AS SOON AS RECEIVED. ANY CLAIM FOR SHORTAGE OR ADJUSTMENT MUST BE MADE WITHIN 30 DAYS. CONFIRMATORY ORDER AND INVOICE SEE REVERSE SIDE.

AI-22696 **20.B.1.**

Requesting approval of Architect's Supplemental 9 & 11

CC REGULAR

Date:	08/31/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

a. Requesting approval and/or ratification (whichever is applicable) of Architect's Supplemental Instructions No. 9 (funded from the Betterment Allowance) in the amount of $37,396.00, to contractor D. Wilson Construction Co., in connection with the "Construction of New Offices for Precinct No. 2." C-09-037C-11-17

b. Requesting approval and/or ratification (whichever is applicable) of Architect's Supplemental Instructions No. 11 (funded from the Allowance/Contingency) in the amount of $51,250.00, to contractor D. Wilson Construction Co., in connection with the "Construction of New Offices for Precinct No. 2." C-09-037C-11-17

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact. Funded thru the following Allowance/Contingency:

Landscaping Allowance
Betterment Allowance
HVAC Contingency
Plumbing Contingency
Electrical Contingency
Structural Contingency

Attachments

Link: Architect Supplmental No. 9

Link: Architect Supplmental No. 11

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/26/2010 04:11 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2010 07:59 AM	APRV

3	Roland Garcia	Rolando Garcia	08/27/2010 04:24 PM	APRV
4	Auditor's Office		08/27/2010 05:20 PM	NEW

Form Started By: Rocio Villarreal

Started On: 08/25/2010 04:28 PM

Final Approval Date: 08/27/2010

AIA® Document G710™ – 1992

Architect's Supplemental Instructions

PROJECT *(Name and address)*:
New Offices for Hidalgo County Pct 2 and other County Offices
Pharr, Texas

OWNER *(Name and address)*:
Hidalgo County, 100 E. Cano,
Edinburg, Texas 78539

FROM ARCHITECT *(Name and address)*:
Reynaldo Vargas, Architect, Inc. dba V·A Architecture, 2029 Industrial Drive, McAllen, Texas 78504

TO CONTRACTOR *(Name and address)*:
D.Wilson Construction Co., P.O. Box 3455, McAllen, Tx 78502-3455

ARCHITECT'S SUPPLEMENTAL INSTRUCTION NO: 009

DATE OF ISSUANCE: 07/07/10

CONTRACT FOR: General Construction

CONTRACT DATE: 11/3/10

ARCHITECT'S PROJECT NUMBER: 08-1016A-E

OWNER: ☒
ARCHITECT: ☒
CONSULTANT: ☐
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

DESCRIPTION:

Provide all labor, material and equipment necessary for the following:

1. Difference in cost for Spanish tile "blend" in lieu of single color (as specified.)	$8,070.00
2. Contractor's Fee for Item #1 above	$1,211.00
3. Change all exterior glazing in buildings B, C, D & E from 1/4" to 1" tinted IG	$26,989.00
4. Less credit for 11 2x2 tower fixed windows	($1,430.00)
5. Contractor's Fee for Item #3 above	$2,556.00
TOTAL OF THIS ASI	$37,396.00

ALLOWANCE/ CONTINGENCY	ORIGINAL AMOUNT	NET CHANGE TO AMOUNT BY BY PREVIOUS ASI'S	BALANCE PRIOR TO THIS ASI	CHANGE TO AMT BY THIS ASI	NEW BALANCE
Landscaping Allowance	($150,000.00)	$0.00	($150,000.00)	$0.00	($150,000.00)
Betterment Allowance	($50,000.00)	$0.00	($50,000.00)	$37,396.00	($12,604.00)
HVAC Contingency	($8,000.00)	$0.00	($8,000.00)	$0.00	($8,000.00)
Plumbing Contingency	($8,000.00)	$0.00	($8,000.00)	$0.00	($8,000.00)
Electrical Contingency	($8,000.00)	$0.00	($8,000.00)	$0.00	($8,000.00)
Structural Contingency	($8,000.00)	$0.00	($8,000.00)	$0.00	($8,000.00)
Lawn Sprinkler Allowance	($5,000.00)	$0.00	($5,000.00)	$0.00	($5,000.00)
TOTALS	($237,000.00)	$0.00	($237,000.00)	$37,396.00	$199,604.00

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User Notes:
(1313686596)

ATTACHMENTS:
(Here insert listing of documents that support description.)

Betterment Expenditure Proposal #1 dated 6/29/10 from D. Wilson Construction
Betterment Expenditure Proposal #2 dated 6/29/10 from D. Wilson Construction

ISSUED BY THE ARCHITECT:

(Signature)	Reynaldo Vargas, A.I.A., Architect/President, A.I.A. *(Printed name and title)*

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User Notes:
(1313686596)

D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455
Ph : (956)686-9573

Betterment Expenditure Proposal

To: V A Architecture
710-B North 10Th Street
Mcallen, TX 78501

Number: 1
Date: 6/29/10
Job: 10-420 Hidalgo Co. Pct.2 Admin. Offic
Phone:

Description: Spanish Tile (Blend)

We are pleased to offer the following specifications and pricing to make the following changes:
Betterment Expenditure Proposal:

Difference in cost for spanish tile "blend" (as selected in submittals) in lieu of single color (as specified). All labor & materials!

Spanish Tile "Blend":	$8,070.00
Contractor's Fee (including insurance & bond):	$1,211.00
Total:	$9,281.00

The total amount to provide this work is $9,281.00

If you have any questions, please contact me at 956-686-9573.

Submitted by: Robert A. Gonzalez
D. Wilson Construction Compan

Approved by: _____
Date: _____

Cc: File

Submitted by: Ruben Cavazos
D. Wilson Construction Compan

Approved by: _____
Date: _____

Cc: File

D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455
Ph : (956)686-9573

Betterment Expenditure Proposal

To: Tommy Canul
Vargas and Associates
2029 Industrial Drive
McAllen, TX 78501
Ph: (956)631-2242 Fax: (956)686-7916

Number: 2
Date: 6/29/10
Job: 10-420 Hidalgo Co. Pct.2 Admin. Offic
Phone:

Description: Glazing Change At Three Building

We are pleased to offer the following specifications and pricing to make the following changes:

Betterment Expenditure Proposal:

Change all Exterior Glazing in buildings

B,C, D & E from 1/4" to 1 inch tinted IG:	$26,989.00
Less credit for 11 each 2X2 tower fixed window:	$ 1,430.00
Sub Total for Glazing change:	$25,559.00
Contractor's Fee:	$ 2,556.00
Total For Glazing Change as requested:	$28,115.00

The total amount to provide this work is $28,115.00

If you have any questions, please contact me at 956-686-9573

Submitted by: Ruben Cavazos
D. Wilson Construction Compan

Approved by: _____
Date: _____

Cc: File

AI-22695 **20.B.2.**

Request approval of Change Order No.1 for Total Commitment, LLC on Tower Road Crossing Drainage Project.

CC REGULAR

Date:	08/31/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department
Sub-category:	Prct. 2

Information

CAPTION

Requesting approval of Change Order No. 1 (as reviewed by Raul Sesin, PE) with Total Commitment, LLC, contracted vendor for “North Tower Road Crossing Drainage Improvement Project” reflecting an additional 47 days resulting in a new total of 137 constuction days due to inclement weather (i.e. Hurricane Alex, subsequent rains, and utility conflicts) with authority for County Judge to execute document.

BACKGROUND

PO #637386

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-431-00-122-050-0-733

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

BUDGETARY IMPACT:

Available balance of $68,044.00

Attachments

Link: CO #1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/26/2010 04:10 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2010 07:59 AM	APRV
3	Roland Garcia	Rolando Garcia	08/27/2010 03:19 PM	APRV
4	Auditor's Office		08/27/2010 05:20 PM	NEW

Form Started By: Yolanda Cisneros Started On: 08/25/2010 04:26 PM

Final Approval Date: 08/27/2010

CHANGE ORDER NUMBER ONE (1)

Project: North Tower Road Crossing Drainage Improvement Project

DATE OF ISSUANCE: 8/31/2010 EFFECTIVE DATE: 8/13/2010

OWNER: Hidalgo County Precinct No. 2
OWNER'S CONTRACT NO: C-10-032-02-16

CONTRACTOR: Total Commitment LLC
11435 North Bryan Road
Mission, Texas 78573

ENGINEER: Raul E. Sesin, PE
Planning Administrator
Hidaldo County Planning Department
1304 South 25th Street
Edinburg, Texas 78539

You ar directed to make the following changes in the Contract Documents.

Description:
1. Request for Inclement Weather and Utility Conflict Days
2.
3.
4.
5.
6.

Reason for Change Order:
1. Due to Hurricane Alex, subsequent rains, and utility conflict this request for time is being made
2.
3.
4.
5.
6.

Attachments: Correspondence from contractor and plan adjustment prepare by Engineer for utility conflict

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00	Original Contract Time for Substantial Completion: 90 calendar days calendar days or dates
Net Changes from previous Change Order $ 0.00	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00	Contract Time prior to this Change Order Substantial Completion: 90 calendar days calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00	Net Increase(decrease) of this Change Order 47 calendar days calendar days
Contract Price with all approved Change Orders $ 0.00 Net % increase(decrease)from original contract price. 0	Contract Time with all approved Change Orders Substantial Completion: 137 calendar days calendar days or dates

RECOMMENDED:
By: _____
Enigineer (Authorized Signature)
Date: 08/24/10

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____ manager
Contractor (Authorized Signature)
Date: 8-25-10

Exhibit E-B

TOTAL COMMITMENT L.L.C.

11435 N. BRYAN ROAD
MISSION, TEXAS 78573
totalcommitmentllc@yahoo.com

(956) 519-7111 (956)519-7750



AUGUST 12, 2010

Raul E. Sesin, P.E., C.F.M.
Hidalgo County Planning Department
1304 s. 25TH. Street
Edinburg, Texas 78539

RE: Request for rain days & conflict down time.

Dear Mr. Sesin:

This purpose of this letter is for the request of rain days and down time due to waterline conflict. We are requesting a total of 47 days total. Please review list below.

1.) North Alamo Conflict With Proposed 54" Drain Pipe.

Friday, 6/4/2010 – N.A.W.S.C. conflict with proposed 54" drain pipe.
Wednesday, 6/9/2010 – Revised drawing issued for correction by Raul Sesin
Monday, 6/28/2010 – North Alamo starts and completes deflection as per plan.

Total of 24 Calendar Days Lost

2.) Hurricane Alex (Category 2) Hits & Tropical Storm Hits

Wednesday, 6/30/2010 – Hurricane makes landfall and job gets rained out.
Thursday, 7/8/2010 – Tropical Storm Hits
Monday , 7/12/2010 – Back to work crossing Tower Rd.

Total of 12 Calendar Days Lost

3.) Recent Rain Days

Thursday, 7/22/2010 – Rain out
Monday , 8/2/2010 – Job site still soggy but workable. Back to work.

Total of 11 Calendar Days Lost

Over all, amount of days requested 47 days

Thanks you for your review,

Armando Pedro Gutierrez Jr.

EMMSA
Plastic Piping Systems

EMMSA, Co.
www.emmsaco.com

McAllen Branch
101 N. Bicentennial Blvd.
78501 McAllen, Texas
Phone. (956) 682-3993
Fax: (956) 682-9881
mcallen@emmsaco.com

PLUMBING MUNICIPAL WATERWORKS INDUSTRIAL AGRICULTURE TURF IRRIGATION ELECTRICAL POOLS

ACCOUNT No:
Bus. Name: TOTAL COMMITMENT
Contact: **JUAN**
ADDRESS:
NA.W.S.C.
PH. (956) 519-7111
FX. (956) 519-7750
e-mail:

P.O.# 2010-024-667233

QUOTE No: TC-0022
DATE: 6/28/2010
REV:
TERMS:
FOB: O/T

Project: TOWER ROAD CROSSING ROAD PROJECT

ITEM	QTY	STOCK #	DESCRIPTION	UNIT PRICE	TOTAL
			WATER SYSTEMS		
	40	918800	8" C900 DR18 CL235 PVC PIPE		
	2	DMB890	8" 90-ELBOW MJ-MJ D-IRON CLASS350		
	4	PVCPK4008	8" STARGRIP JR ACC PAK		

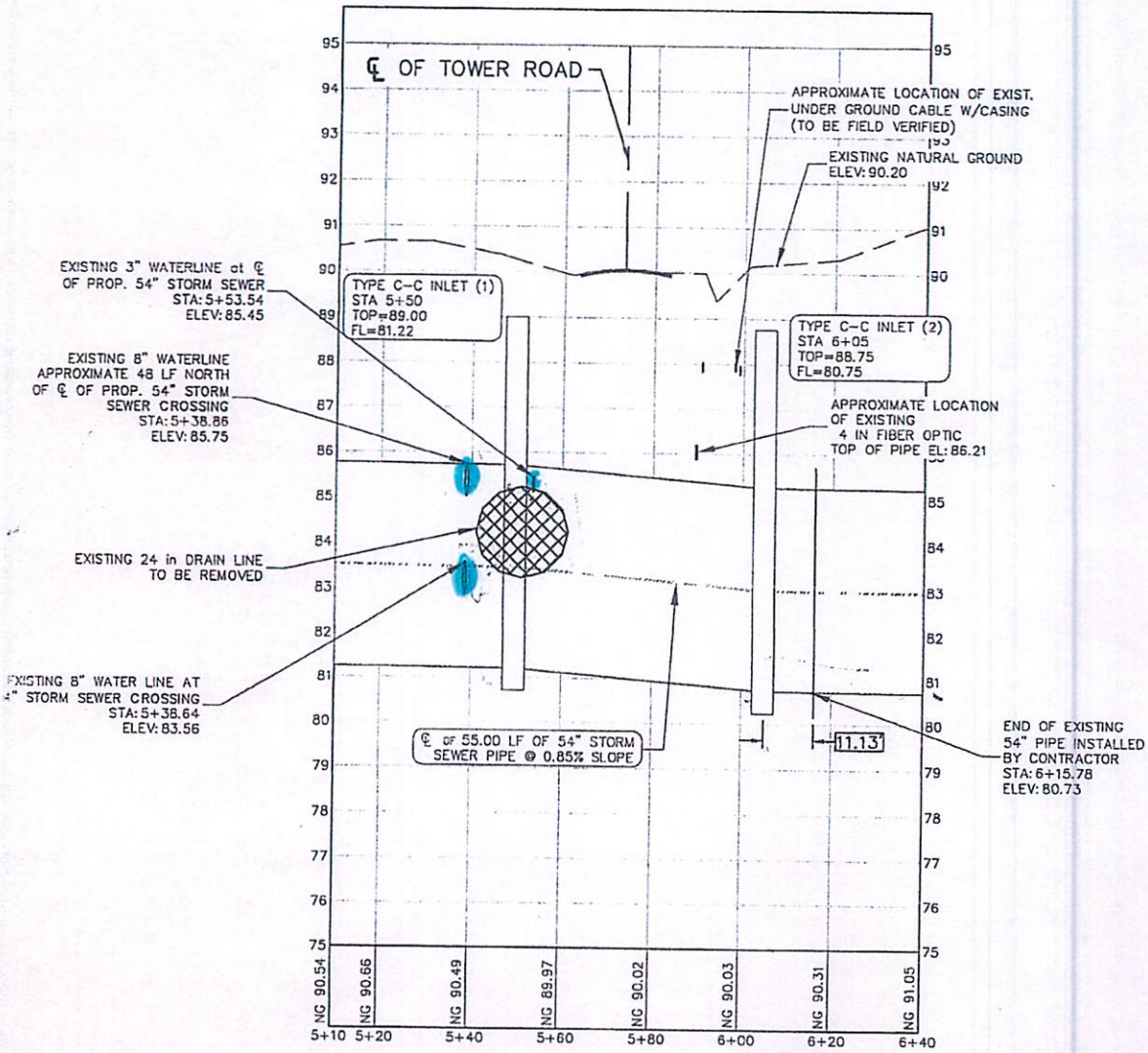
Willie Mata
956-648-5542

Quantities are approximate and are provided as aids in the bidding process only.

Quoted prices are based upon receipt of the total quantity for imediate shipment, SHIPMENTS BEYOND 48 HOURS SHALL BE AT PRICE IN EFFECT AT TIME OF SHIPMENT. Seller not responsible for delays or lack of product due to causes beyond our control. Purchaser's sole warranties are those provided by the manufacturer. SELLER DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SELLER WILL BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLERS LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER.

Quotations are offered contingent upon the Buyer's acceptance of Seller's terms and conditions.

North
On Tower Road
Between Owassa & Minnesota
to the West Side of Tower



TOWER RD CROSSING
PROFILE
STA 5+10 TO STA 6+40

SCALE: (H)1"=40' (V) 1"=4'

NOTE

- SEE DETAIL SHEET No. 10 FOR TYPE C-C INLET SPECIFICATIONS
- PROPOSED TOP AND FLOW ELEVATIONS OF TYPE C-C INLETS ARE DESIGNED TO MATCH FUTURE TOWER RD IMPROVEMENTS

REVISED DATE: 06/09/10

HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2340 FAX: (956) 318-2344
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

PRECINCT 2 DRAINAGE PROJECT

TOWER RD CROSSING
54" STORM LINE PLAN AND PROFILE

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Raul E. Sesin, P.E. No. 86374 on the above designated date.

RAUL E. SESIN, P.E. No. 86374

DATE: 06/09/10
DRAWN BY: CYNTHIA PEREZ
DESIGNED BY: R. SESIN
REVISED BY: R. SESIN
SURVEYED BY: R. GUTIERREZ
PROJECT FILE:

SHEET: 9

AI-22658 **20.B.3.**

Rescind ICAs of 6/01/ & 8/03 2010 & Approve Several New ICAs
CC REGULAR

Date:	08/31/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Discussion, consideration and action including, but not limited to, the following items in connection with interlocal cooperation agreements for Cesar Chavez Drainage , El Gato Road and Minnesota Drainage Improvement Projects:

a. Approval of "Order to Rescind Action" taken by CC-6/01/2010-AI-21391-22 B.1. an Interlocal Cooperation Agreement between Hidalgo County and PSJA ISD;
b. Approval of Interlocal Cooperation Agreement Project, aka, Exhibit "C" - Sioux , Alamo and Cesar Chavez Roads for a drainage improvement project;
c. Approval of Interlocal Cooperation Agreement between Hidalgo County, PSJA ISD and the City of Alamo for Cesar Chavez Drainage Improvement Project located in the vicinity of Sioux, Alamo and Cesar Chavez Roads;
d. Approval of Interlocal Cooperation Agreement Project, aka, Exhibit "B" - El Gato Road from Tower to Alamo Roads Improvements;
e. Approval of Interlocal Cooperation Agreement between Hialgo County, City of Alamo, and PSJA ISD in connection with road improvements to El Gato Road from Tower to Alamo Roads;
f. Approval to rescind action taken by CC-8/03/2010-AI-22294-24 B.5. an Interlocal Cooperation Agreement between Hidalgo County and the City of San Juan in connection with the Minnesota Drainage Improvement Project;
g. Approval of Interlocal Cooperation Agreement Project, aka, Exhibit "C" -by Raul Longoria Road on the west, Nolan Loop on the south, Owanssa Road on the north and Cesar Chavez on the east, aka, Minnesota Drainage Improvement Project;
h. Approval of Interlocal Cooperation Agreement between Hidalgo County and the City of San Juan in connection with Minnesota Road Improvements Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-431-00-122-039-0-733

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

BUDGETARY IMPACT:

Funding available in the amount $282,417.33 as of 08/24/2010

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-122-051-0-841

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

BUDGETARY IMPACT:

$400,000.00 available - El Gato Project

Attachments

Link: Order to Rescind
Link: Agreement Project-Exhibit "C"
Link: ICA
Link: Agenda
Link: Interlocal
Link: Revised
Link: Interlocal El Gato Improvement
Link: Interlocal Agreement Project-Exhibit B-El Gato
Link: Exhibit A-Map El Gato
Link: City of San Juan
Link: Interlocal Agreement for the Minnesota Drainage project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2010 01:36 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2010 01:47 PM	APRV
3	Roland Garcia	Angela Garcia	08/27/2010 02:31 PM	APRV
4	Purchasing Department	Marty Salazar	08/27/2010 04:22 PM	APRV
5	Auditor's Office		08/27/2010 05:20 PM	NEW

Form Started By: Yolanda Cisneros Started On: 08/24/2010 01:53 PM

Final Approval Date: 08/27/2010

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

ORDER TO RESCIND ACTION AND APPROVAL OF INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS AND PHARR SAN JUAN ALAMO INDEPENDENT SCHOOL DISTRICT PERTAINING TO THE CESAR CHAVEZ DRAIN PROJECT

WHEREAS, Hidalgo County Commissioners Court took action and approved an Interlocal Cooperation Agreement on June 1, 2010 between Hidalgo County and Pharr San Juan Alamo Independent School District (the "District") pertaining to a drainage improvement project in the vicinity of Sioux Road, Cesar Chavez Road and North Alamo Road (the "Agreement"). However, the Agreement was never executed by the County Judge nor was the Agreement approved or accepted by the District;

WHEREAS, due to more detailed planning of the drainage needs, the project scope has been expanded and a new party, being the City of Alamo, Texas, now desires to join the Agreement in order to complete related work pertaining to the project within its city limits;

WHEREAS, the County now desires to rescind approval and action taken for the Agreement.

THEREFORE, BE IT NOW ORDERED BY THE HIDALGO COUNTY COMMISSIONERS COURT that the Agreement executed on June 1, 2010 pertaining to the Cesar Chavez Drain Project be rescinded in its entirety.

_____
RENE RAMIREZ, County Judge

Attest:

_____
ARTURO GUAJARDO, JR.
County Clerk



EXHIBIT "C"

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLCOAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to construct drainage improvements located in the vicinity of Sioux Road, Alamo Road and Cesar Chavez Road (the "Project") through an Interlocal Cooperation Agreement to be entered into between Hidalgo County, Pharr San-Juan Alamo Independent School District and the City of Alamo.

By vote on_____ 2010, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS, PHARR SAN JUAN ALAMO INDEPENDENT SCHOOL DISTRICT AND THE CITY OF ALAMO, TEXAS

THIS Agreement is made on this the ____ day of _____, 2010, by and between the **PHARR SAN JUAN ALAMO INDEPENDENT SCHOOL DISTRICT** hereinafter referred to as "District", the **CITY OF ALAMO, TEXAS**, hereinafter referred to as "Alamo", 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, Alamo is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, District is a local school district created by the laws of Texas;

WHEREAS, County is a political subdivision in the State of Texas;

WHEREAS, County, Alamo and District desire to make drainage improvements to an area encompassed by ¼ mile north of Sioux Road to the north, Cesar Chavez Road to the east, ¼ mile south of Sioux Road to the south and ¼ mile east of Alamo Road to the east, as is more particularly described in Exhibit "A" attached here to and incorporated herein for all purposes;

WHEREAS, County, Alamo and District, each pursuant to its statutory and constitutional authority, are desirous that necessary drainage improvements be done in the area in order to alleviate existing flooding concerns within their respective territorial jurisdictions;

WHEREAS, the drainage improvements to the area will require engineering services and shall include but not be limited to installation of a 72" drain , 5'X5' RCB, manholes, end wall and concrete rip-rap (collectively the "Project");

WHEREAS, the parties 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 parties 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, County, Alamo and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. District 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.

2. District agrees to convey certain real property more particularly described in Exhibit "A" to County by execution of the Drainage Easement attached hereto as Exhibit "B" for the purpose of constructing the Project described herein.

3. 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 improvements and appraisers and to review appraisals as necessary.

4. County shall be responsible for performing all the work to complete the Project as described herein either through its own labor equipment or materials, or through its agents, contractors or subcontractors, in an amount not to exceed One Million Four Hundred and Fifteen Thousand Three Hundred and Eighty Seven and 98/100th. ($1,415,387.98).

5. District shall be responsible for providing 1,000 linear feet of 72" RCP-RJ III pipe for the Project and shall reimburse County upon thirty (30) days of receipt of invoice from County, an amount not to exceed Eighty Three Thousand Nine Hundred and Fourteen Dollars and No/100ths ($83,914.00) for the materials and labor to install such pipe and for any miscellaneous costs associated with the installation including but not limited to, gravel bedding, trench protection, backfill and manholes.

6. While no unforeseen costs are anticipated, the District shall be responsible for any miscellaneous costs associated with the Project that may arise during the construction which cannot otherwise be avoided.

7. Alamo authorizes the County to perform the work and services described herein within its city limits.

8. Alamo shall have no financial obligation to the Project.

9. Alamo, at its sole cost and expense, shall be responsible for making any utility adjustments within its jurisdiction that may be necessary to complete the Project as described herein.

10. The parties mutually agree it is in their best interest to provide such assistance to each other as described herein, as such improvements will serve to alleviate flooding and water overflow that occurs in the vicinity of the Project area.

11. Upon completion of the Project, all parties shall be relieved of their mutual responsibilities under this Agreement and each shall assume responsibility for the operation and maintenance of any portion of the Project within its respective jurisdiction so long as such portion of the Project remain within its jurisdiction.

12. **Hold Harmless Clause.** To the extent permitted by law, 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.

13. **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.

14. **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.

15. **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 Alamo, District and County, and not otherwise.

16. **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.

17. **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:	PSJA ISD Attention: Dr. Daniel P. King 601 East Kelly Pharr, Texas 78577
If to County:	Hidalgo County Attention: Executive Officer 2818 S. Business Hwy. 281 Edinburg, Texas 78539
If to Alamo:	Rudy Villarreal, Mayor 420 N Tower Rd Alamo, Texas 78516
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.

18. **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.

19. **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.

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

21. **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.

22. **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.

23. **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

24. **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.

25. **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.

26. **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.

27. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by Exhibit "C" attached herein.

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

PSJA INDEPENDENT SCHOOL DISTRICT

_____

Ms. Ramona Barron
PSJA ISD Board President

ATTEST:

_____

Mr. Humberto "Bobby" Rodriguez
Secretary-Treasurer

CITY OF ALAMO, TEXAS

_____
Rudy Villarreal, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO, TEXAS

_____
Rene Ramirez, County Judge

ATTEST:

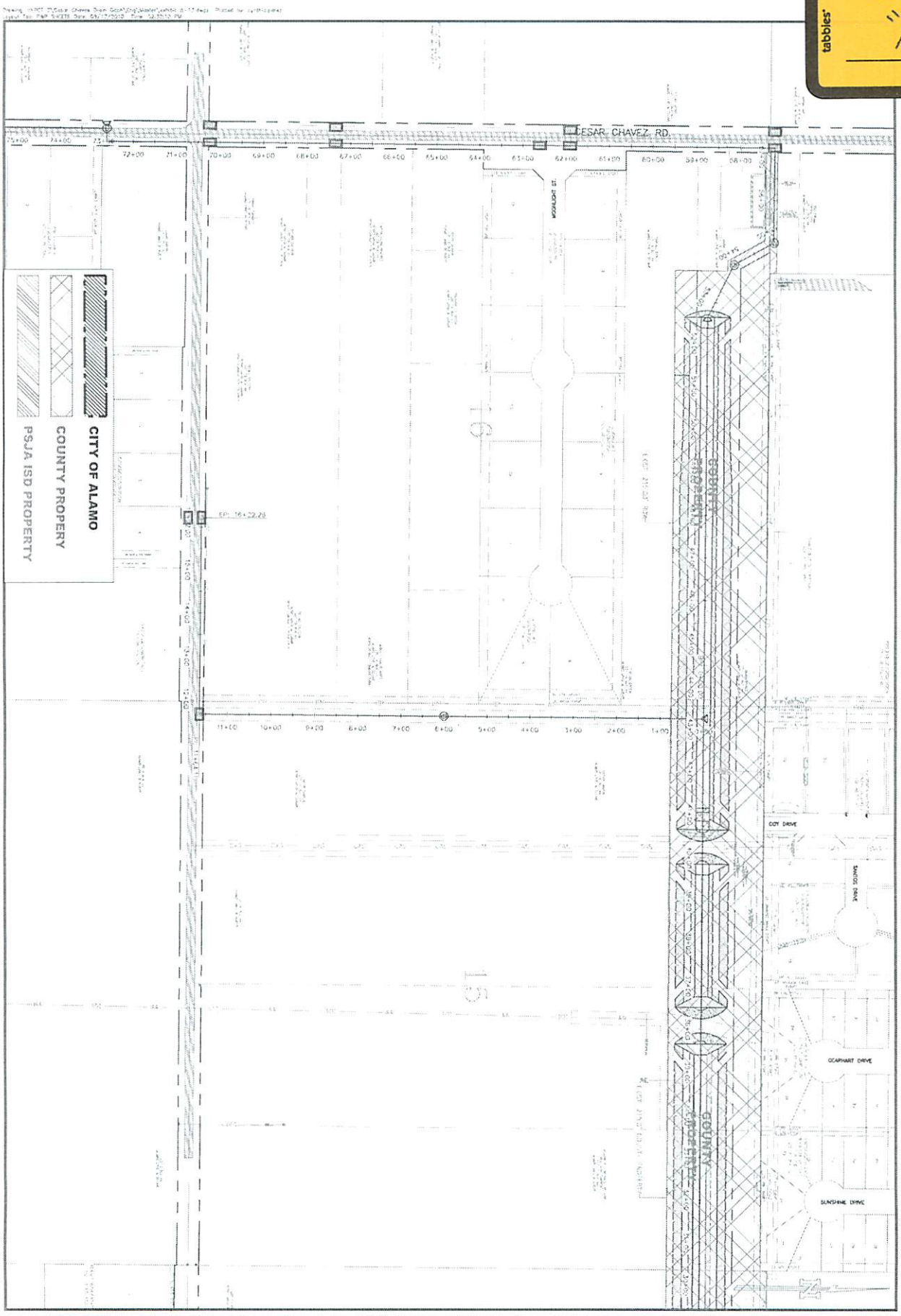
_____
Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, L.L.P.

_____
By: Stephen L. Crain

EXHIBIT "A"



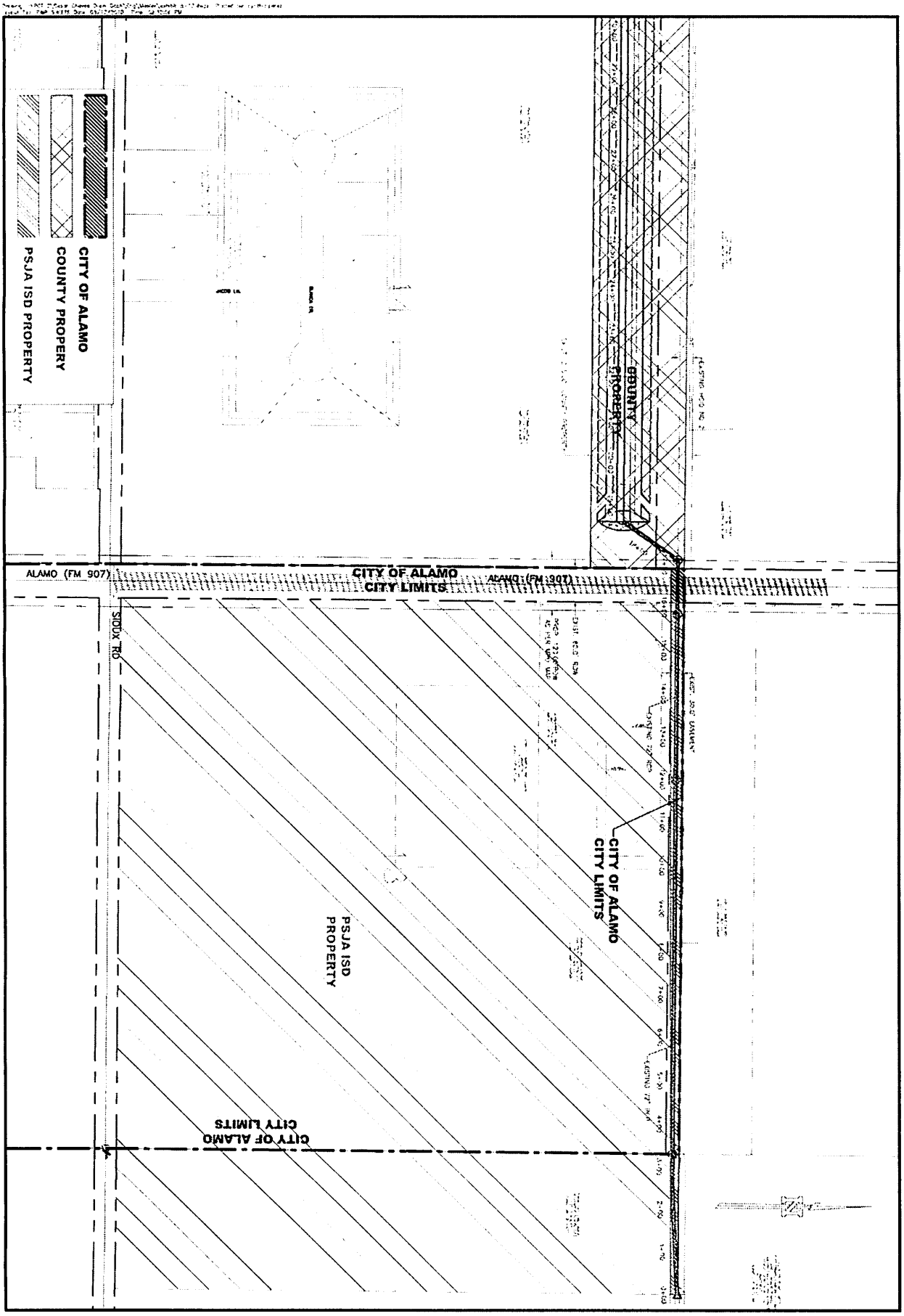
1 OF 2

CESAR CHAVEZ DRAINAGE IMPROVEMENT

ROW EXHIBIT

PRECINCT 2
DRAINAGE PROJECT

HIDALGO COUNTY PLANNING DEPARTMENT
1304 S. 25TH STREET
EDINBURG, TX. 78539
TEL: (956) 318-2340 ★ FAX: (956) 318-2841
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR



2 OF 2	CESAR CHAVEZ DRAINAGE IMPROVEMENT ROW EXHIBIT	**PRECINCT 2** **DRAINAGE PROJECT**	HIDALGO COUNTY PLANNING DEPARTMENT 1304 S. 25 TH. STREET EDINBURG, TX. 78539 TEL: (956) 318-2340 ★ FAX: (956) 318-2841 www.co.hidalgo.tx.us RAUL E. SESIN, P.E., C.F.M. PLANNING ADMINISTRATOR

SCALE: 1"=200'
DRAWN BY: C.P.
CHECKED BY: RAUL E. SESIN
SURV. BY: EDGAR L.



DRAINAGE EASEMENT

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF HIDALGO §

That Pharr San Juan Alamo Independent School District ("Grantor") for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, to them in hand paid by Hidalgo County, Texas ("Grantee") the receipt of which is hereby acknowledge and confessed, have GRANTED, BARGAINED AND CONVEYED and by these presents do GRANT, BARGAIN AND CONVEY onto said Hidalgo County, Texas, its successors or assigns, the free and uninterrupted use, liberty and privilege of passage in, along, upon and across that certain tract of land situated in Hidalgo County, Texas described as follows, to-wit:

See Exhibit "A" attached hereto and incorporated herein at this point for all purposes, for the purpose of constructing, reconstructing, excavating, digging, maintaining, and operating a drainage ditch, spoil bank, levees, roadways, and structures necessary for the disposal of accumulated and excessive rainfall and/or flood water, (collectively the "Ditch") together with free ingress and egress at all reasonable times to and from said property described above for the purpose of doing and performing or having performed, any and all acts and functions necessary for the orderly constructing, reconstructing excavating, digging, maintaining and operating the said drainage ditch, spoil banks, levees, roadways and structures, together with any and all other functions and acts necessary and incident to the constructing, reconstructing, excavating, digging, maintaining and operating of a drainage ditch, spoil bank, levees, roadways and structures in, along, over and across the property described above.

Grantor shall have full use and control of the spoil bank dirt but not to include the berm areas to be established by Grantee.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation: (i) the reasonable right from time-to-time to remove any and all paving, trees and undergrowth, and other obstructions that may injure Grantee's Ditch and/or interfere with the construction, installation, use, operation, inspection, repair, alteration, protection, maintenance, replacement, upgrading, paralleling or removal thereof; and (ii) the right to abandon-in-place any Ditch, such that Grantee shall have no obligation or liability to Grantor or to Grantor's heirs, successors or assigns, to move or remove any such Ditch.

Grantor, and Grantor's heirs, successors and assigns, may fully use and enjoy the premises encumbered by said easement, except that such use and enjoyment shall not hinder, conflict or interfere with the exercise of Grantee's rights hereunder and no building, structure or reservoir shall be constructed upon, over or across the easement hereby granted without Grantee's written consent.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the Ditch. This agreement together with

other provisions of this grant shall be perpetual and shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees. Grantor covenants that Grantor is the owner of the above described land and that said land is free and clear of all encumbrances and liens.

TO HAVE AND TO HOLD the easement and rights appurtenant thereto unto the Grantee, its successors and assigns, until the Ditch is declared permanently abandoned by the Grantee, in which event said easement and rights appurtenant thereto shall cease and terminate and revert to Grantor, Grantor's successors and assigns.

TO HAVE AND TO HOLD, all and singular, the easement and rights appurtenant thereto, unto Grantee, its successors or assigns until the Ditch is declared permanently abandoned by the Grantee, in which event said easement and rights shall cease and terminate and revert appurtenant thereto to Grantor, Grantor's successor and assigns; this easement being conditioned, however, that the title in and to all oil, gas and other minerals in and under said land shall be and remain vested in the present owners, their heirs or assigns, without, however, any right whatever remaining to the owners of such oil, gas and other minerals of ingress or egress to or from the surface of said land for the purpose of exploring, drilling, developing or mining of the same.

WITNESS our hand(s) this the __day of _____ 2010.

Pharr San Juan Alamo Independent School District

_____

By: _____

Its: President of the Board

(ACKNOWLEDGMENT)

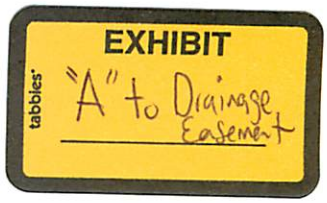
STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on this____, day of _____, 2010 by, _____ in the capacity therein stated.

_____

Notary Public, State of Texas



R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 466

DESCRIPTION
OF
HIDALGO COUNTY
30.0-FOOT DRAINAGE EASEMENT
BEING A 1.136-ACRE TRACT OF LAND
OUT OF LOT 13, BLOCK 44 AND LOT 16, BLOCK 45,
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS.
AS PER MAP RECORDED IN
VOLUME 1, PAGES 24-26, M. R.H.C.

Being a 1.136-acre tract of land out of Lot 13, Block 44 and Lot 16, Block 45, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 1.136-acre tract of land being more particularly described as follows;

Beginning at the Northwest corner of Lot 13, Block 44, for the Northwest corner and beginning of this drainage easement;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 13, at a distance of 1320.00 feet pass the Northeast corner of said Lot 13, Block 44 and Northwest corner of Lot 16, Block 45, continuing with the North line of Lot 16, at a total distance of 1650.00 feet to the Northeast corner of this drainage easement;

THENCE, South 08 degrees 31 minutes 51 seconds West, a distance of 30.00 feet to the South line of said 30.0-foot Drainage Easement, for the Southeast corner of this drainage easement;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the South line of said 30.0-foot Drainage Easement, at a distance of 330.00 feet pass the common line between Lots 16, Block 45 and Lot 13, Block 44, and at a total distance of 1650.00 feet to the West line of said Lot 13, for the Southwest corner of this drainage easement;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 13, a distance of 30.00 feet the **BEGINNING** and containing 1.136-acres of land, more or less.

This description **does not** represent an actual survey conducted on the ground.

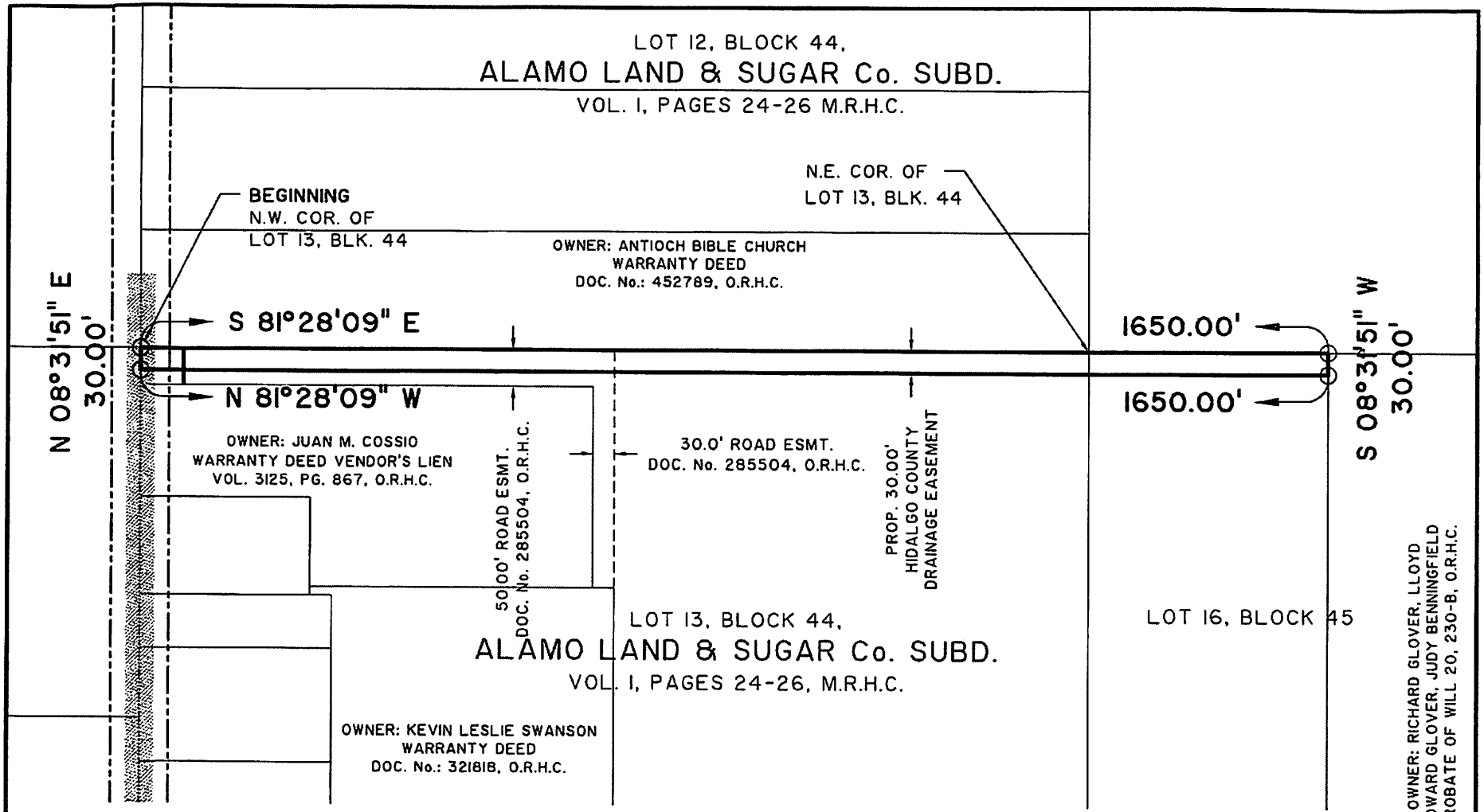


EXHIBIT OF
HIDALGO COUNTY
30.0-FOOT DRAINAGE EASEMENT
BEING A 1.136-ACRE TRACT OF LAND
OUT OF LOTS 13, BLOCK 44 AND LOT 16, BLOCK 45,
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS.
AS PER MAP RECORDED IN
VOL. I, PGS. 24-26, M.R.H.C.

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No.: 486

AI-21391 **22.B.1.**

Request approval of Interlocal Cooperation Agreement between PSJA ISD and County of Hidalgo for Drainage Improvements

CC REGULAR

Date: 06/01/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

A. Approval of Interlocal Cooperation Agreement between Pharr-San Juan-Alamo Independent School District and the County of Hidalgo for Cesar Chavez Drainage Improvements to the vicinity of Sioux Road and Alamo Road.

B. Approval of Interlocal Cooperation Agreement Project, aka, Exhibit "C" - Sioux Road and Alamo Road Drainage Improvement Project

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-122-039-0-733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding will be available from old account #0-1202-431-00-122-039-0-733 which will be transferred as per auditor's office through a journal entry to the new account 0-1200-431-00-122-039-0-733 ($300,000.00) for the ICA with PSJA ISD drainage project.

Attachments

Link: ICA Agreement Project
Link: ICA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/27/2010 10:14 AM	APRV
2	Budget & Management	Erika Zamora	05/27/2010 10:41 AM	APRV
3	Roland Garcia	Rolando Garcia	05/28/2010 03:56 PM	APRV
4	Auditor's Office	Linda Fong	05/28/2010 04:11 PM	APRV

Form Started By: Yolanda Cisneros Started On: 05/26/2010 03:51 PM
Final Approval Date: 05/28/2010

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the ____ day of _____, 2010, by and between the **PHARR - SAN JUAN - ALAMO 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 Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, District is a local school district created by the laws of Texas;

WHEREAS, County is a political subdivision in the State of Texas;

WHEREAS, County and District desire to make drainage improvements to the vicinity of Sioux Road and Alamo Road more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes;

WHEREAS, County and District, each pursuant to its statutory and constitutional authority, are desirous that necessary drainage improvements be done in the area in order to alleviate existing flooding concerns within their respective territorial jurisdictions;

WHEREAS, District desires to deed to County a drainage easement adequate to construct the necessary drainage improvements including but not limited to, installation of a 72" drainage line, manholes, end wall, concrete rip-rap and engineering services (collectively the "Project");

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

1. District agrees to convey certain real property more particularly described in Exhibit "A" to County by execution of the Drainage Easement attached hereto as Exhibit "B" for the purposes of constructing the Project described herein.

2. County shall be responsible for providing all engineering services for the Project.

3. District shall be responsible for providing 1,000 liner feet of 72" RCP-RJ III pipe for the Project and shall reimburse County upon 30 days of receipt of invoice from County, an amount not to exceed Eighty Three Thousand Nine Hundred and Eighteen Dollars and No/100ths ($83,918.00) for the labor to install such pipe and for any miscellaneous costs associated with the installation including but not limited to, bedding, backfill and manholes.

4. County shall be responsible for performing all other work necessary to complete the Project either through its own labor equipment or materials, or through its agents, contractors or subcontractors, in an amount not to exceed Two Hundred Eighty Two Thousand Nine Hundred Sixty Eight Dollars ($282,968.00).

5. While no unforeseen costs are anticipated, the District shall be responsible for any miscellaneous costs associated with the Project that may arise during the construction which are unforeseen or cannot otherwise be avoided.

6. District shall at its own cost and expense, make any adjustments to utilities which may be necessary for the construction of the Project.

7. Upon completion of the Project both parties shall be relieved of their mutual responsibilities under this Agreement and the County shall assume responsibility for operation and maintenance of the Drainage Easement so long as such easement remains the property of County.

8. County and District agree it is in their mutual best interest to construct the Project as described herein in order to alleviate flooding and water overflow in the vicinity of the Project.

9. **Hold Harmless Clause.** To the extent permitted by law, 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.

10. **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.

11. **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.

12. **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.

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

14. **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:	PSJA ISD. Attention: Dr. Daniel P. King 601 East Kelly Pharr, Texas 78577
If to County:	Hidalgo County Attention: Executive Officer 2818 S. Bus. Hwy. 281 Edinburg, Texas 78539
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.

24. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by Exhibit “C” attached herein.

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

PSJA INDEPENDENT SCHOOL DISTRICT

_____
Ms. Ramona Barron
PSJA ISD Board President

ATTEST:

_____
Mr. Humberto “Bobby” Rodriguez
Secretary-Treasurer

COUNTY OF HIDALGO, TEXAS

_____
Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, L.L.P.

_____
By: Stephen L. Crain

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT PROJECT

Hidalgo County, Texas acting by and through the Hidalgo County Commissioners Court, having been advised of the Project, with a total cost of TWO HUNDRED EIGHTY TWO THOUSAND NINE HUNDRED SIXTY EIGHT DOLLARS ($282,968.00), which shall be paid by Hidalgo County, Texas, except that PSJA Independent School District shall contribute EIGHTY THREE THOUSAND NINE HUNDRED EIGHTEEN DOLLARS ($83,918.00) for the labor to install such pipe and for any miscellaneous costs associated with the installation including but not limited to, bedding, backfill and manholes to be used for the Project, herein gives its specific written approval to the Project prior to beginning the Project in satisfaction of Texas Government Code §791.014.

The description of the Project to be undertaken and its location are as follows: to make drainage improvements to the vicinity of Sioux Road and Alamo Road to alleviate existing flooding concerns within their respective territorial jurisdictions. PSJA Independent School District will deed to County a drainage easement adequate to construct the necessary improvements including but not limited to, installation of 72” drainage line, manholes, end wall, concrete rip-rap and engineering services.

The local governments which requested the Project and with whom the agreement is by and between are Hidalgo County, Texas, and the Pharr – San Juan – Alamo Independent School District.

By vote on the date below, the Hidalgo County Commissioners Court has approved the Project identified above and authorized the execution of this document by the presiding officer of the Hidalgo County Commissioners Court.

Date: _____

By: _____
Presiding Officer of the Hidalgo County
Commissioners Court.

EXHIBIT "B"

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLCOAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to make road improvements to El Gato Road from Tower Road to Alamo Road (the "Project") through an Interlocal Cooperation Agreement to be entered into with **CITY OF ALAMO, TEXAS, COUNTY OF HIDALGO, TEXAS,** and the Pharr San Juan Alamo Independent School District.

By vote on_____ 2010, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT "B"

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLCOAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to make road improvements to El Gato Road from Tower Road to Alamo Road (the "Project") through an Interlocal Cooperation Agreement to be entered into with **CITY OF ALAMO, TEXAS, COUNTY OF HIDALGO, TEXAS,** and the Pharr San Juan Alamo Independent School District.

By vote on_____ 2010, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT "A"

Scale 1" = 100'

LOT 6, BLOCK 28
ALAMO LAND AND SUGAR CO. SUBDIVISION
VOL. I, PG. 24-26, M.R.H.C.

LOT 5, BLOCK 28
ALAMO LAND AND SUGAR CO. SUBDIVISION
VOL. I, PG. 24-26, M.R.H.C.

OWNER: LOU ANNE STIERS BELL
AND CINDY STIERS NORDMEYER
GIFT DEED
VOL. 2759, PG. 766, O.R.H.C.
WARRANTY DEED
DOC. No. 881649, O.R.H.C.

OWNER: LOU ANNE STIERS BELL
AND CINDY STIERS NORDMEYER
GIFT DEED
VOL. 2759, PG. 766, O.R.H.C.
WARRANTY DEED
DOC. No. 881649, O.R.H.C.

OWNER: LOU ANNE STIERS BELL
AND CINDY STIERS NORDMEYER
GIFT DEED
VOL. 2759, PG. 766, O.R.H.C.
WARRANTY DEED
DOC. No. 881649, O.R.H.C.

EXIST. 15.00'
TOTAL E&P USA, INC.
PIPELINE ESMT.
DOC. 726369, O.R.H.C.
DOC. 1480211, O.R.H.C.

OWNER: WILLIAM R. MACDONALD AKA
WILLIAM R. MACDONALD JR.
SPECIAL WARRANTY DEED W/VENDOR'S LIEN
VOL. 2455, PG. 536, O.R.H.C.
DECREE OF DIVORCE
CAUSE No. C-3273-90-D

BEGINNING TRACT I

S 81°25'07" E
40.00'

S 81°25'07" E

1280.50'

S 08°34'53" W
40.00'

EL GATO ROAD

TRACT I

N 81°25'07" W

1280.50'

N 08°34'53" E
20.00'

N 08°34'53" E
40.00'

COMMENCING TRACT I
S.W. Corner Lot 5, Block 28,
N.W. Corner Lot 12, Block 28,
Alamo Land and Sugar Co's.
Subdivision,
Vol. I, Pgs. 24~26, D.R.H.C.

ALAMO ROAD (F.M. 907)

MATCH LINE "A"

LOT 11, BLOCK 28
ALAMO LAND AND SUGAR CO. SUBDIVISION
VOL. I, PG. 24-26, M.R.H.C.

LOT 12, BLOCK 28
ALAMO LAND AND SUGAR CO. SUBDIVISION
VOL. I, PG. 24-26, M.R.H.C.

CITY OF ALAMO LIMITS

EL GATO R.O.W. INSIDE
CITY OF ALAMO LIMITS

EL GATO R.O.W. INSIDE CITY
OF ALAMO & ADJACENT TO
PSJA ISD PROPERTY

EL GATO R.O.W. INSIDE
HIDALGO COUNTY LIMITS

EXHIBIT OF
EXISTING CITY OF ALAMO ROAD
RIGHT OF WAY (EL GATO ROAD)
BEING A 2.254-ACRE TRACT OF LAND COMPRISED OF:
TRACT I: A 1.176-ACRE TRACT OUT OF LOTS 5 AND 12,
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS.
VOLUME 1, PAGES 24-26, M.R.H.C.
TRACT II: A 0.786-ACRE TRACT OUT OF SABAL PALMS PHASE I,
HIDALGO COUNTY, TEXAS.
VOL. 48, PG. 33, M.R.H.C.
AND
TRACT III: A 0.292-ACRE TRACT
OUT OF LOT 8, BLOCK 29,
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS.
VOLUME I, PAGES 24-26, M.R.H.C.

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486

Scale 1" = 100'

LOT 8, BLOCK 29
ALAMO LAND AND SUGAR CO. SUBDIVISION
VOL. 1, PG. 24-26, M.R.H.C.

OWNER: JMP GROUP, INC.
WARRANTY DEED WITH VENDOR'S LIEN
DOC. No. 1271914, O.R.H.C.

SABAL PALMS SUBDIVISON PHASE I
VOL. 48, PG. 33, M.R.H.C.

EXIST. 15.00' TOTAL E&P USA, INC. PIPELINE ESMT. DOC. 726367, O.R.H.C. DOC. 1480211, O.R.H.C.

EXIST. 25.00' SWALE ESMT.

EXIST. 15.00' UTIL. ESMT.

EXIST. 25.00' SWALE ESMT.

EXIST. 15.00' UTIL. ESMT.

N 08°34'53" E 20.00'

N 08°34'53" E 50.00'

S 08°34'53" W 20.00'

N 08°53'44" E 50.00'

S 81°25'07" E 685.00'

S 81°25'07" E 635.00'

S 81°25'07" E 1320.00'

N 81°25'07" W 635.00'

N 81°25'07" W 990.00'

N 81°25'07" W 685.00'

N 08°34'53" E 20.00'

N 08°34'53" E 20.00'

TRACT III

TRACT II

EL GATO ROAD

MATCH LINE "A"

MATCH LINE "B"

BEGINNING TRACT II
S.E. Corner of Sabal Palms Phase I, Vol. 48, Pg. 33, M.R.H.C.

EXIST. 5.00' VALLEY INDUSTRIAL GAS CO. VOL. 956, PG. 432, D.R.H.C. COASTAL ESTATES GAS VOL. 1004, PG. 425, D.R.H.C.

PUEBLO SUBDIVISION
VOL. 32, PG. 35, M.R.H.C.

EXIST. 10.00' UTIL. ESMT.

EXIST. 25.00' DRAINAGE SWALE ESMT.

LOT 9, BLOCK 29
ALAMO LAND AND SUGAR CO. SUBDIVISION
VOL. 1, PG. 24-26, M.R.H.C.

EXHIBIT OF
EXISTING HIDALGO COUNTY ROAD RIGHT OF WAY
(EL GATO ROAD)
BEING A 3.022-ACRE TRACT OF LAND
OUT OF LOTS 7, 8, & 9, BLOCK 29,
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS.
VOLUME 1, PAGES 24-26, M.R.H.C.,
SAMANTHA LEE SUBDIVISION, VOL. 47, PG. 113, M.R.H.C.,
INCA SUBDIVISION, VOL. 32, PG. 35, M.R.H.C., AND
PUEBLO SUBDIVISION, VOL. 30, PG. 192A, M.R.H.C.

CITY OF ALAMO LIMITS

EL GATO R.O.W. INSIDE CITY OF ALAMO LIMITS

EL GATO R.O.W. INSIDE CITY OF ALAMO & ADJACENT TO PSJA ISD PROPERTY

EL GATO R.O.W. INSIDE HIDALGO COUNTY LIMITS

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486

Scale 1" = 100'

MATCH LINE "A"

LOT 7, BLOCK 29
ALAMO LAND AND SUGAR CO. SUBDIVISION
VOL. 1, PG. 24-26, M.R.H.C.

SAMANTHA LEE SUBDIVISION
VOL. 47, PG. 113, M.R.H.C.

EXIST. 10.00' SWALE ESMT.

EXIST. 10.00' SWALE ESMT.

1 2 3 4 5 6 7 8

S 08°34'53" W 50.00'

S 81°25'07" E 660.00'

OWNER: MACARIO & AMANDA MIRELES
WARRANTY DEED
DOC. No. 343655, O.R.H.C.

OWNER: TRINIDAD MIRELES
GENERAL WARRANTY DEED
DOC. No. 1287299, O.R.H.C.

OWNER: TRINIDAD MIRELES
GENERAL WARRANTY DEED
DOC. No. 1287300, O.R.H.C.

OWNER: TRINIDAD MIRELES
GENERAL WARRANTY DEED
DOC. No. 1287298, O.R.H.C.

S 08°34'53" W 30.00'

N 08°34'53" E 20.00'

S 81°25'07" E 194.00'

S 81°25'07" E 395.30'

LOT 1

SOUTH TOWER ROAD

EL GATO ROAD

35'00 40'00 45'00

BEGINNING
N.W. Corner of Inca Subd.,
Vol. 32, Pg. 35, M.R.H.C.,
N.E. Corner of Pueblo Subd.,
Vol. 30, Pg. 192A, M.R.H.C.

1579.30'

OWNER: JOSE ANGEL RAMIREZ
SPECIAL WARRANTY DEED WITH
VENDOR'S LIEN
DOC. No. 866687, O.R.H.C.

S 08°34'53" W 80.00'

EXIST. 25.00' DRAINAGE SWALE ESMT.

EXIST. 25.00' DRAINAGE SWALE ESMT.

EXIST. 25.00' DRAINAGE SWALE ESMT.

EXIST. 25.00' DRAINAGE SWALE ESMT.

INCA SUBDIVISION
VOL. 32, PG. 35, M.R.H.C.

INCA SUBDIVISION
VOL. 32, PG. 35, M.R.H.C.

EXIST. 10.00' UTIL. ESMT.

EXIST. 20.00' UTIL. ESMT.

EXIST. 50.00'
TEXAS EASTERN TRANSMISSION CORP.
VOL. 866, PG. 596, D.R.H.C.

EXIST. 5.00'
VALLEY INDUSTRIAL GAS CO.
VOL. 956, PG. 259, D.R.H.C.

EXIST. 20.00' UTIL. ESMT.

EXIST. 15.00'H.M.W.S.C.
R.O.W. EASEMENT
VOL. 1659, PG. 491, D.R.H.C.

1 2 3 10 11 12 13 14 15 16 17 18 19 24 25 26 27 28 29 30

CITY OF ALAMO LIMITS

EL GATO R.O.W. INSIDE CITY OF ALAMO LIMITS

EL GATO R.O.W. INSIDE CITY OF ALAMO & ADJACENT TO PSJA ISD PROPERTY

EL GATO R.O.W. INSIDE HIDALGO COUNTY LIMITS

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486

AI-22294 **24.B.5.**

Approval of ICA with City of San Juan for Minnesota Drain Project
CC REGULAR

Date: 08/03/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

A. Approval of Interlocal Cooperation Agreement Project for necassary drainage improvements by Raul Longoria on the west, Nolana Loop on the south, Owassa Road on the north and Cesar Chavez on the east, between the County of Hidalgo and the City of San Juan.

B. Approval of Interlocal Cooperation Agreement between the City of San Juan and The County of Hidalgo, Texas for drainage improvements by Raul Longoria on the west, Nolana Loop on the south, Owassa Road on the north and Cesar Chavez on the east (aka Minnesota Drain Project).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funding will be provided thru TDRA Disaster Recovery Funds.

*pending ICA project attachment.

Attachments

Link: ICA
Link: Cost Estimate
Link: Map
Link: interlocal agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/30/2010 04:20 PM	APRV
2	Budget & Management	Erika Zamora	07/30/2010 04:32 PM	APRV
3	Roland Garcia	Rolando Garcia	07/30/2010 04:47 PM	APRV
4	Auditor's Office		07/30/2010 05:18 PM	NEW

Form Started By: Yolanda Cisneros Started On: 07/30/2010 03:10 PM
Final Approval Date: 07/30/2010

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF SAN JUAN
AND THE COUNTY OF HIDALGO, TEXAS

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 Raul Longoria Road on the west, Nolana Loop on the south, Owassa Road on the north and Cesar Chavez Road on the east more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes:

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 jurisdictions;

WHEREAS, the drainage improvements to the area shall include, but not be limited to, construction of storm sewer pipe, inlets, manholes, safety end treatments and construction of an open channel drainage ditch, concrete riprap, culverts and headwalls and the necessary 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 improvements of the Project as may be necessary.

3. County shall be responsible for performing the work necessary to complete the Project within the County and San Juan, either through its own labor, equipment or materials, or through its agents, contractors or subcontractors, in an amount not to exceed one million forty two thousand two hundred fifty nine dollars and zero cents ($ 1,042,259.00).

4. County shall also 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.

5. San Juan has agreed to transfer it's respective TDRA Disaster Recovery funds and shall contribute such amount, six hundred thousand dollars and zero cents ($ 600,000.00) to County wherein County will complete the flood drain improvements as mentioned hereinabove and agreed upon with this Agreement.

6. 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.

7. 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.

8. County and San Juan shall each be responsible for maintenance and upkeep of any portion of the Project located within their respective jurisdictions so long as such property remains within their jurisdiction.

9. **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.

10. **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.

11. **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.

12. **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 San Juan and County, and not otherwise.

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

14. **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.

R. Gutierrez
Engineering Corporation

HIDALGO CO. PCT 2

7/27/2010

MINNESOTA DRAIN
ULTIMATE DESIGN

PROJECT COST ESTIMATE

ITEM DESCRIPTION	COST	
MINNESOTA DRAIN LENGTH OF PROJECT = 1.25 MILES		
PROJECT ESTIMATED CONSTRUCTION COST		$732,542.00
BASIC SERVICES FEE		
Engineering Services Fee (8% of Construction Cost)	$58,603.36	
Topographic Survey Services Fee (2.5% of Construction Cost)	$18,313.55	
Basic Fee (Prelim Eng, Design & Construction Services Fee)	$76,916.91	
RIGHT-OF-WAY SERVICES COST (Add'l Service):		
Obtain Title Reports (Est 16 Parcels @ $600.00/Parcel)	$9,600.00	
Develop Parcels & R.O.W. Map (Est 16 Parcels @ $2,200.00/Parcel)	$35,200.00	
R.O.W. Map Services Fee	$44,800.00	
GEOTECHNICAL INVESTIGATION (Add'l Services)		
Geotechnical Services	$8,000.00	
Geotechnical Investigations Services Fee	$8,000.00	
TOTAL PROJECT PROFESSIONAL SERVICES COST		$129,716.91

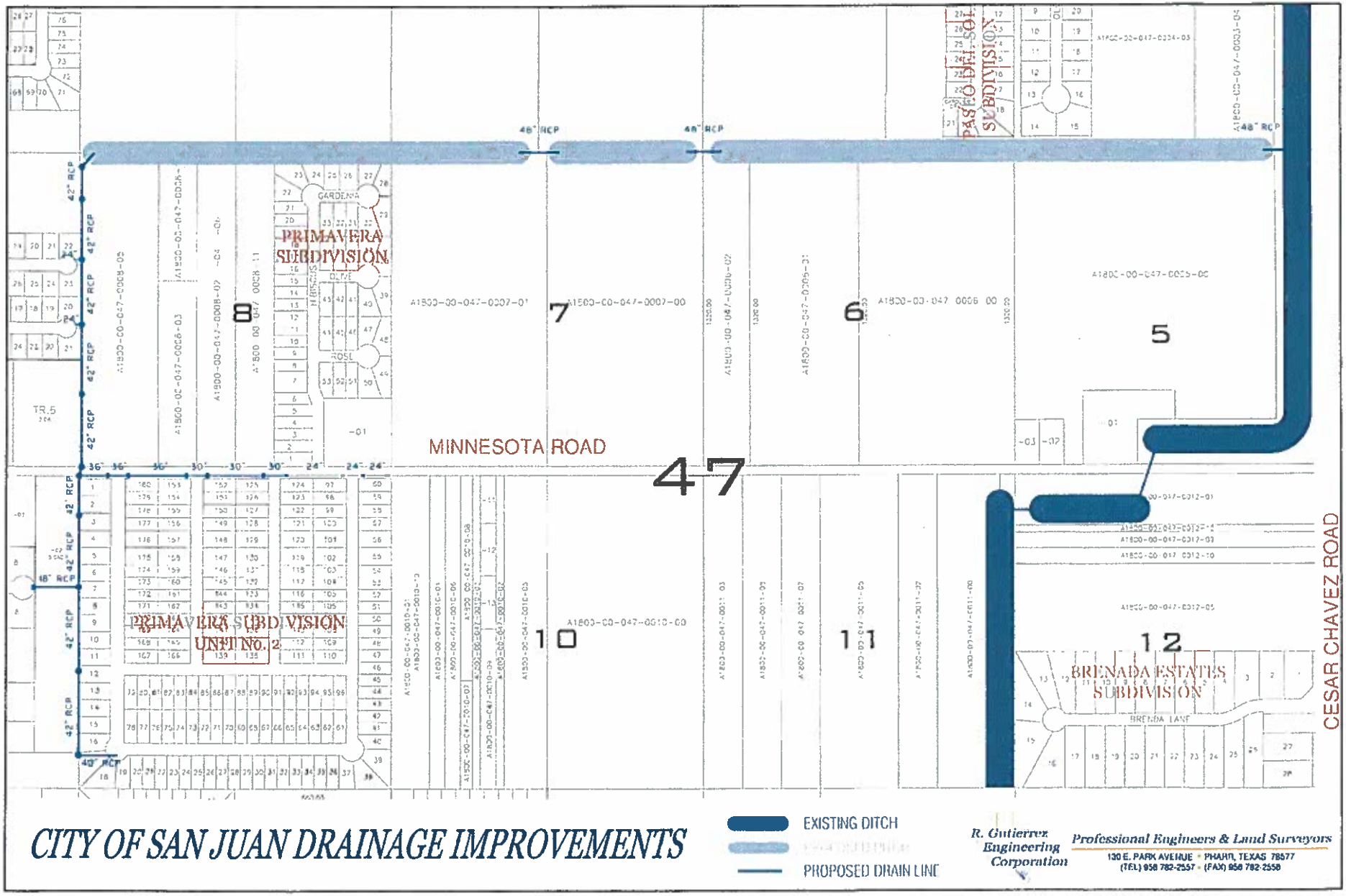
TOTAL PROJECT ESTIMATED COST		
ESTIMATED CONSTRUCTION COST	$732,542.00	
PROFESSIONAL SERVICES COST	$129,716.91	
R.O.W. ACQUISITION COST (Est. 9 Ac @ $20,000/Ac)	$180,000.00	
TOTAL PROJECT COST		$1,042,258.91

R. Gutierrez Engineering Corporation

Statement of Probable Cost

Descrip Minnesota Drain - Ultimate Design
Project Eng09.001
By: R.G.
Date: 27-Jul-10

ITEM NO.	DESCRIPTION	UNIT	UNIT COST	ESTIMATED QUANTITY	TOTAL COST
	I. DRAIN DITCH				
1	Ditch Excavation	CY	$3.40	55,959	$190,260.60
2	Ditch Fill	CY	$3.40	8,506	$28,920.40
3	48" R.C.P. CULVERT	LF	$68.00	458	$31,144.00
4	42" R.C.P. CULVERT	LF	$58.00	2,784	$161,472.00
5	36" R.C.P. PIPE	LF	$48.00	460	$22,080.00
5	30" R.C.P. CULVERT	LF	$36.00	430	$15,480.00
6	24" R.C.P. CULVERT	LF	$28.00	480	$13,440.00
7	6' CONC. MANHOLE	EA	$2,600.00	5	$13,000.00
8	TYPE "C" INLET	EA	$1,950.00	3	$5,850.00
9	TYPE "CC" INLET	EA	$2,400.00	3	$7,200.00
10	S.E.T. (24") SLOPE 4:1	LF	$750.00	1	$750.00
11	Concrete Riprap	CY	$350.00	380	$133,000.00
12	Conrete Wingwall	EA	$6,500.00	6	$39,000.00
13	Trench Safety Protection	LF	$1.50	2,900	$4,350.00
				DRAIN DITCH SUB-TOTAL :	$665,947.00
				GRAND TOTAL :	$665,947.00
				10% CONTINGENCY :	$66,595.00
				TOTAL PROBABLE CONSTRUCTION COST :	**$732,542.00**



CITY OF SAN JUAN DRAINAGE IMPROVEMENTS

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLCOAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to be construction of storm sewer pipe, inlets, manholes, safety end treatments and construction of an open channel drainage ditch, concrete riprap, culverts and headwalls and the necessary engineering (the "Project") through an Interlocal Cooperation Agreement to be entered into with the City of San Juan.

By vote on_____ 2010, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLCOAL COOPERATION AGREEMENT
PROJECT

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By vote on_____ 2010, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLCOAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to be construction of storm sewer pipe, inlets, manholes, safety end treatments and construction of an open channel drainage ditch, concrete riprap, culverts and headwalls and the necessary engineering (the "Project") through an Interlocal Cooperation Agreement to be entered into with the City of San Juan.

By vote on_____ 2010, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF SAN JUAN, TEXAS, HIDLAGO COUNTY, TEXAS
AND HIDLAGO COUNTY DRAINAGE DISTRICT NO. 1

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", the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County" and **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1,** hereinafter referred to as the "Drainage District," 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 political subdivision in the State of Texas;

WHEREAS, Drainage District is a political subdivision in the State of Texas;

WHEREAS, the parties desire to make drainage improvements to an area encompassed by Raul Longoria Road on the west, Nolana Loop on the south, Owassa Road on the north and Cesar Chavez Road on the east as is more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes;

WHEREAS, the parties, 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 jurisdictions;

WHEREAS, the drainage improvements to the area shall include, but not be limited to, construction of a storm sewer pipe, inlets, manholes, safety end treatments and construction of an open channel drainage ditch, concrete riprap, culverts and headwalls and the necessary engineering (collectively the "Drainage Improvements");

WHEREAS, the parties 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, Drainage District 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 make the Drainage Improvements described herein within its corporate city limits.

2. County shall be responsible for the engineering, specifications, surveys, plans and maps necessary to construct the Drainage Improvements.

3. The County shall also be responsible for the acquisition of right of way and/or easement as may be necessary for the Drainage Improvements, including but not limited to, the actual cost for payment to persons owning or having an interest in the property acquired, engineering fees and costs associated with right of way mapping, title reports, appraisal fees, fees for experts, attorneys fees and court costs. All right of way and/or easement required for the open channel drainage ditch shall be in acquired in the name of the County and all right of way and/or easement required for the storm sewer pipe shall be acquired in the name of San Juan.

4. The County shall also be responsible for constructing the Drainage Improvements described herein, either through its own labor, equipment or materials, or through its agents, contractors or subcontractors.

5. The County's costs for the work and services described in paragraphs 2, 3, and 4 above shall not exceed One Million Forty-Two Thousand Two Hundred Fifty Eight Dollars and 91/100th ($1,042,258.91) as is more particularly described in Exhibit "B" attached hereto and incorporated herein for all purposes.

6. San Juan agrees to reimburse the County an amount not to exceed Six Hundred Thousand Dollars and No/100ths ($600,000.00) of TDRA Disaster Recovery funds for the Drainage Improvements within thirty (30) days of receipt of invoice from County by San Juan.

7. San Juan shall be responsible for the maintenance and operation of the storm sewer pipe or any portion thereof so long as such storm sewer pipe remains within the city limits of San Juan.

8. County, through the services of the Drainage District, shall be responsible for the maintenance and operation of the open channel drainage ditch.

9. The Drainage District has determined it is in its best interest to participate in this Agreement and to maintain and operate the open channel drainage ditch as it adjoins/ is part of the Drainage District's master plan and will benefit the operations of the Drainage District.

10. San Juan shall at its sole cost and expense, make any adjustments to utilities which may be necessary for the construction of the Drainage Improvements.

11. County shall cooperate with the City of San Juan in the development of the plans and specifications for the Drainage Improvements. However, all design, plans, specifications and construction for the open channel drainage ditch shall at a minimum, be designed at a level acceptable to the Drainage District.

12. San Juan shall be invited to attend all project meetings and shall be provided reasonable notice of such meetings held by the County or Drainage District or by the County's contractors pertaining to the Drainage Improvements.

13. The parties shall use their best efforts to complete the Drainage Improvements within two (2) years from the effective date of this Agreement.

14. The parties agree it is in their best interest to make the Drainage Improvements as described herein because the Drainage Improvements will serve to alleviate flooding and water overflow that occurs within their respective jurisdictions.

15. **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.

16. **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.

17. **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.

18. **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 San Juan, County and the Drainage District, and not otherwise.

19. **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.

20. **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
If to Drainage District:	Hidalgo County Drainage District No. 1 Mr. Godfrey Garza 902 N. Doolittle Edinburg, TX 78541
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.

21. **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.

22. **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.

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

24. **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.

25. **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.

26. **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.

27. **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

28. **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.

29. **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.

30. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by Exhibit "C" attached 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

HIDALGO COUNTY, TEXAS

_____
Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

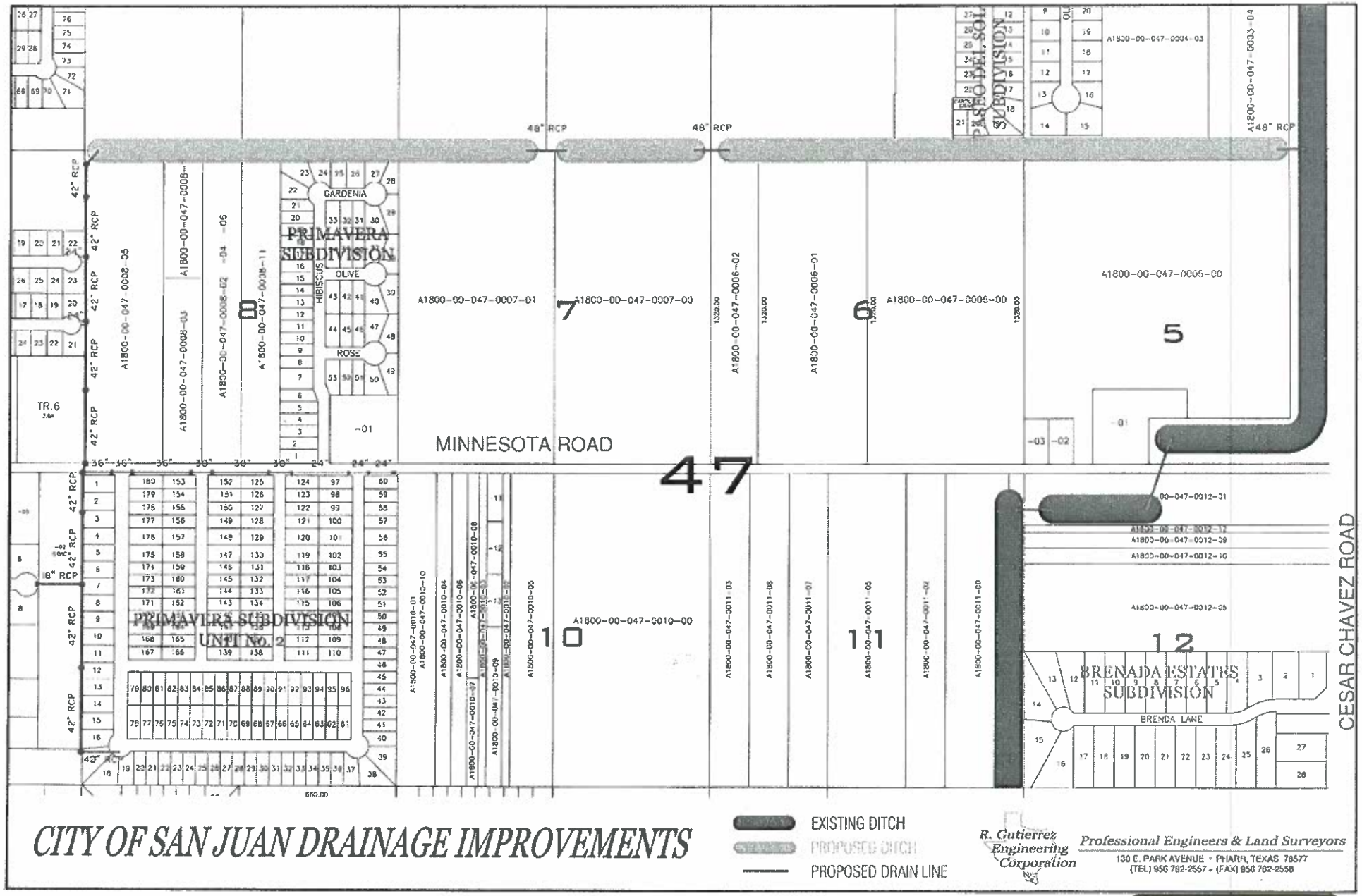
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____
Godfrey Garza, Executive Director

APPROVE AS TO FORM:

ATLAS & HALL, L.L.P.

_____
By: Stephen L. Crain



CITY OF SAN JUAN DRAINAGE IMPROVEMENTS

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

EXHIBIT

A

R. Gutierrez
Engineering Corporation

HIDALGO CO. PCT 2

7/27/2010

MINNESOTA DRAIN
ULTIMATE DESIGN

PROJECT COST ESTIMATE

ITEM DESCRIPTION	COST	
MINNESOTA DRAIN		
LENGTH OF PROJECT = 1.25 MILES		
PROJECT ESTIMATED CONSTRUCTION COST		$732,542.00
BASIC SERVICES FEE		
Engineering Services Fee (8% of Construction Cost)	$58,603.36	
Topographic Survey Services Fee (2.5% of Construction Cost)	$18,313.55	
Basic Fee (Prelim Eng, Design & Construction Services Fee)	$76,916.91	
RIGHT-OF-WAY SERVICES COST (Add'l Service):		
Obtain Title Reports (Est 16 Parcels @ $600.00/Parcel)	$9,600.00	
Develop Parcels & R.O.W. Map (Est 16 Parcels @ $2,200.00/Parcel)	$35,200.00	
R.O.W. Map Services Fee	$44,800.00	
GEOTECHNICAL INVESTIGATION (Add'l Services)		
Geotechnical Services	$8,000.00	
Geotechnical Investigations Services Fee	$8,000.00	
TOTAL PROJECT PROFESSIONAL SERVICES COST		$129,716.91

TOTAL PROJECT ESTIMATED COST		
ESTIMATED CONSTRUCTION COST	$732,542.00	
PROFESSIONAL SERVICES COST	$129,716.91	
R.O.W. ACQUISITION COST (Est. 9 Ac @ $20,000/Ac)	$180,000.00	
TOTAL PROJECT COST		$1,042,258.91

EXHIBIT
tabbies
B

R. Gutierrez Engineering Corporation

Statement of Probable Cost

Descrip Minnesota Drain - Ultimate Design
Project Eng09.001
By: R.G.
Date: 27-Jul-10

ITEM NO.	DESCRIPTION	UNIT	UNIT COST	ESTIMATED QUANTITY	TOTAL COST
	I. DRAIN DITCH				
1	Ditch Excavation	CY	$3.40	55,959	$190,260.60
2	Ditch Fill	CY	$3.40	8,506	$28,920.40
3	48" R.C.P. CULVERT	LF	$68.00	458	$31,144.00
4	42" R.C.P. CULVERT	LF	$58.00	2,784	$161,472.00
5	36" R.C.P. PIPE	LF	$48.00	460	$22,080.00
5	30" R.C.P. CULVERT	LF	$36.00	430	$15,480.00
6	24" R.C.P. CULVERT	LF	$28.00	480	$13,440.00
7	6' CONC. MANHOLE	EA	$2,600.00	5	$13,000.00
8	TYPE "C" INLET	EA	$1,950.00	3	$5,850.00
9	TYPE "CC" INLET	EA	$2,400.00	3	$7,200.00
10	S.E.T. (24") SLOPE 4:1	LF	$750.00	1	$750.00
11	Concrete Riprap	CY	$350.00	380	$133,000.00
12	Conrete Wingwall	EA	$6,500.00	6	$39,000.00
13	Trench Safety Protection	LF	$1.50	2,900	$4,350.00
				DRAIN DITCH SUB-TOTAL :	$665,947.00
				GRAND TOTAL :	$665,947.00
				10% CONTINGENCY :	$66,595.00
				TOTAL PROBABLE CONSTRUCTION COST :	$732,542.00

EXHIBIT "C"

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLCOAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to construct drainage improvements located in the vicinity of Raul Longoria Road on the west, Nolana Loop on the south, Owassa road on the north and Cesar Chavez on the east (the "Project") through an Interlocal Cooperation Agreement to be entered into between Hidalgo County, City of San Juan and Hidalgo County Drainage District No. 1.

By vote on_____ 2010, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

AI-22718 **20.C.1.**

Requesting approval of Work Authorization No. 3 from Javier Hinojosa Engineering

CC REGULAR

Date:	08/31/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Acceptance and approval of Work Authorization No. 3 (with an estimated cost of $27,142.50) as submitted by project engineer, Javier Hinojosa Engineering for engineering services for "Intersection of Mile 2 and Abram Road" within Hidalgo County Pct. No. 3 through Contract #C-10-200-05-25.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-431-00-123-092-0-733

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

BUDGETARY IMPACT:

Available funds after CC approval of transfer (AI - 22705 - 8/31/10) is $78,000.00.

Attachments

Link: WA# 3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/26/2010 04:33 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2010 08:03 AM	APRV
3	Perla Lopez	Perla Lopez	08/27/2010 11:48 AM	APRV
4	Auditor's Office		08/27/2010 05:20 PM	NEW

Form Started By: Rocio Villarreal Started On: 08/26/2010 02:26 PM

Final Approval Date: 08/27/2010

HIDALGO COUNTY

Professional Engineering Services
Contract # C-10-200-05-25
Work Authorization Form

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **JAVIER HINOJOSA ENGINEERING** professional engineers of **MCALLEN,** Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services required for the preparation of the plans, specifications and construction staking for the drainage improvements for the intersection of Mile 2 and Abram Road.**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$27,142.50**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No. **3** shall be funded through funding source:
Account No. 0-1339-431-00-173-092-0133
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or _____.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**

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

HIDALGO COUNTY
COMMISSIONER PRECINCT NO.**3**:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of_____, 2010.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

_____
By: Javier Hinojosa, P.E, Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Rene Ramirez, County Judge or Presiding Officer

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

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

EXHIBIT "D"
Preliminary Cost Estimate
Hidalgo County Precinct No. 3 Drainage Improvements
Mile 2 and Abram Road Drainage Improvements
Prepared By: Javier Hinojosa Engineering

A. Mile 2 and Abram Road Drainage Improvements

1.	24" RC Pipe	1,800	LF	@	$35.00	=	$63,000.00
2.	18" RC Pipe	200	LF	@	$30.00	=	$6,000.00
3.	Trench Protection	2,000	LF	@	$4.00	=	$8,000.00
4.	7' Dia. Manhole	2	EA	@	$5,000.00	=	$10,000.00
5.	Grate Inlet	4	EA	@	$4,000.00	=	$16,000.00
6.	36" Bore w/steel casing	120	LF	@	$700.00	=	$84,000.00
7.	Repair Pavement	1,700	LF	@	$25.00	=	$42,500.00
8.	Waterline Adjustments	2	EA	@	$5,000.00	=	$10,000.00
9.	Safety End Treatments	4	EA	@	$1,000.00	=	$4,000.00
10.	Driveway / ROW Repairs	Lump Sum		@	$10,000.00	=	$10,000.00
11.	Traffic Control	Lump Sum		@	$5,000.00	=	$5,000.00

Subtotal Drainage	:	**$258,500.00**
Engineering Fee	:	**$27,142.50**
Material Testing Fee (2%)	:	**$5,170.00**
Contingency (15%)	:	**$38,775.00**
Total Preliminary Cost	:	**$329,587.50**

AI-22702 **20.D.1.**

Request to CC to rescind award of 7-20-10 from vendor for WIC Program Medical Supplies

CC REGULAR

Date: 08/31/2010
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** WIC

Information

CAPTION

Approval to accept correspondence from legal counsel (contained herein) for vendor, Ridge Point Medical Pharmacy requesting CC to rescind previous action of 7-20-10 to award bid and contract (as not yet executed) for the Hidalgo County WIC Program-Medical Supplies.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1292-441-00-350-001-0-604
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
No fiscal impact.

Attachments

Link: Email from Ridge Point Medical Pharmacy
Link: Awarded-Medical Supplies on CC 7/20/10
Link: Awarded Item

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2010 11:35 AM	APRV
2	Budget & Management	Erika Zamora	08/27/2010 12:54 PM	APRV
3	Erika Zamora	Erika Zamora	08/27/2010 04:59 PM	APRV
4	Auditor's Office		08/27/2010 05:20 PM	NEW

Form Started By: Rocio Villarreal Started On: 08/25/2010 04:53 PM

Final Approval Date: 08/27/2010

Rocio Villarreal

Subject: FW: Medical Supplies
Attachments: ROCIO VILLARREAL.vcf



From: Sandy Suarez [mailto:sandy.suarez@co.hidalgo.tx.us]
Sent: Tuesday, August 24, 2010 1:14 PM
To: 'Rocio Villarreal'
Subject: FW: Medical Supplies

From: Isaac Tawil [mailto:Isaac@gqplaw.com]
Sent: Tuesday, August 24, 2010 11:20 AM
To: Sandy Suarez
Subject: RE: Medical Supplies

Good Morning Ms. Suarez:

I have reviewed the contract provided to Ridge Point Medical Pharmacy with my client, and as presented Ridge Point cannot execute it. It was the pharmacy's understanding that the bid would be awarded as a whole, and not item by item. It is not possible for the pharmacy to provide just one item to the county WIC program. We regret this missed opportunity, but thank you for your consideration.

Isaac Tawil
Garcia Quintanilla & Palacios
5526 N. 10th Street
McAllen, Texas 78504
(956) 682-9477

Confidentiality Notice: The information contained in this electronic e-mail and any accompanying attachment(s) is intended only for the use of the intended recipient and may be confidential and/or privileged. If any reader of this communication is not the intended recipient, unauthorized use, disclosure or copying is strictly prohibited, and may be unlawful. If you have received this communication in error, please immediately notify the sender by return e-mail, and delete the original message and all copies from your system. Thank you.

From: Sandy Suarez [mailto:sandy.suarez@co.hidalgo.tx.us]
Sent: Thursday, August 12, 2010 4:44 PM
To: Isaac Tawil
Subject: Medical Supplies

Good Afternoon Mr. Tawil,

I'm sending a friendly reminder regarding the samples. I hope all is well, since you didn't make it over last Friday. Please just let me know when you're heading over to pick them up.

Have a great evening and hope to see you soon.

Thank you,

Sandy Suarez, Buyer II

Hidalgo County Purchasing Department

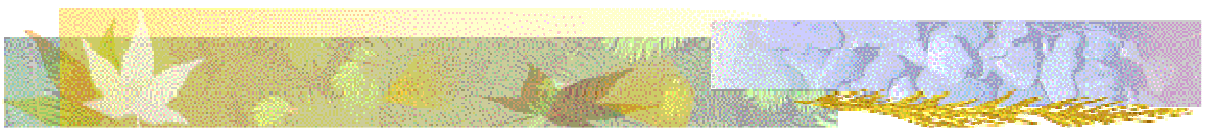
2802 South Bus. Hwy 281

Edinburg, Texas 78539

(956)292-7000 ext. 4860

(956)318-2629 fax

sandy.suarez@co.hidalgo.tx.us



AI-21908 **20.E.1.**

Award-Medical Supplies-WIC Program

CC REGULAR

Date:	07/20/2010
Submitted By:	Sandy Suarez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** WIC

Information

CAPTION

Recommending award of bid and approval of contract to multiple lowest bidders meeting all specifications/requirements attached hereto for WIC Program-"Medical Supplies" RFB No.: 2010-064-04-28-SGS

BACKGROUND

A.) New contract to commence upon approval of Commissioner's Court.
B.) Recommended vendors are:
1. Moore Medical LLC.
2. Alpha Scientific Medical, Inc.
3. Bound Tree Medical
4. Ridgepoint Medical Pharmacy, LLC
5. SAS Safety Corporation.

C.) Contract Documents were reviewed and approved by Legal counsel as to form.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1292-441-00-350-001-0-604

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

BUDGETARY IMPACT:

Funding Source: Hidalgo County WIC Program
0-1292-441-00-350-001-0-604 $ 21,030.33 available as of 07/16/10

Attachments

Link: Letter of Recommendation & Participation log

Link: Tabulation

Link: C-10-064-00-00-Medical Supplies-WIC Program-Alpha Scientific Medical Inc

Link: C-10-064A-00-00-Medical Supplies-WIC Program-Bound Tree Medical LLC

Link: C-10-064B-00-00-Medical Supplies-WIC Program-Ridgpoint Pharmacy

Link: C-10-064D-00-00-Medical Supplies-WIC Program-SAS Safety Corp

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	07/15/2010 04:33 PM	APRV
2	Budget & Management	Erika Zamora	07/15/2010 04:46 PM	APRV
3	Erika Zamora	Erika Zamora	07/16/2010 03:59 PM	APRV
4	Auditor's Office		07/16/2010 05:17 PM	NEW

Form Started By: Sandy Suarez Started On: 07/02/2010 02:39 PM

Final Approval Date: 07/16/2010

MEDICAL SUPPLIES-WIC PROGRAM
AWARDED ITEMS-2010-064-04-28-SGS

RIDGE POINT MEDICAL PHARMACY

12.	Menu Tissue Paper (12x12) (Sheet headrest without slit)	**$ 15.70** qty per bx 1000 boxes per cs. 1

AI-22689 **20.E.1.**

RFB No: 2010-269-08-25-Printing & Mailing Of 2010 Tax Statements, Tax Rolls And Envelopes

CC REGULAR

Date: 08/31/2010
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Tax Office

Information

CAPTION

Requesting approval of award of bid and contract (subject to legal review) to low bidder meeting all specifications and requirements with "Midwest Presort Mailing Services, Inc., dba, Midwest Direct" for "Printing & Mailing Of 2010 Tax Statements, Tax Rolls and Envelopes" for Hidalgo County Tax Assessor/Collector-RFB No: 2010-269-08-25.

BACKGROUND

Bids were opened today (Wednesday, August 25, 2010) and were reviewed by Tax Assessor/Collector, the Honorable Armando Barrera and has requested to place an agenda item for 08/31/2010. Contract has been forwarded to legal for review.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-15-140-001-0-350
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available balance as of 8/27/10 is $34,567.52.

Attachments

Link: Contract Documentation
Link: RECOMMENDATION LETTER
Link: Participation Log
Link: Tabulation Log

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2010 01:35 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2010 01:48 PM	APRV
3	Perla Lopez	Perla Lopez	08/27/2010 03:34 PM	APRV
4	Auditor's Office		08/27/2010 05:20 PM	NEW

Form Started By: Vangie Garcia Started On: 08/25/2010 04:13 PM

Final Approval Date: 08/27/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-269-08-31

THIS CONTRACT is made and entered into this 31st day of August, 2010 by and between the **County Of Hidalgo, Texas** ("County"), Midwest Presort Mailing Services, Inc. dba Midwest Direct, ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Printing & Mailing of 2010 Tax Statements, Tax Rolls and Envelopes**" for **Hidalgo County Tax Assessor/Collector** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the Request for Bid, a copy of the Request for Bid attached hereto as Exhibits A, the company's bid is attached hereto as Exhibit B, all such documents incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County Tax Assessor/Collector.** This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County Tax Office or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. The period of performance of company's services and term of this contract shall be as

to Exhibits of the RFB, which is all based with upon receipt of data tapes or FTP files from Tax Assessor. However, at the sole discretion of the Hidalgo County Tax Assessor/Collector the two weeks or less time frame may be extended if delay is caused by the Hidalgo County Tax Office, or for good cause, to be determined by the Hidalgo County Tax Assessor/Collector.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior

written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company Midwest Presort Mailing Services, Inc.
dba Midwest Direct
2222 West 110th Street
Cleveland, Ohio 44102

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) this contract may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2010.

COUNTY OF HIDALGO

By:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved By Commissioners Court: August 31, 2010

COMPANY:

By:_____

Printed Name:_____

Title:_____

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

By:_____
Stephen L. Crain

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

August 9, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE**
Request for Bids -**"Printing and Mailing of 2010 Tax Statements, Tax Rolls and Envelopes"**
Bid No: 10-269-08-25-ERT

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE
"PRINTING AND MAILING OF 2010 TAX STATEMENTS, TAX ROLLS AND ENVELOPES"
Bid No: 2010-269-08-25-ERT

1. **Request For Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
   (Page 8 must be submitted with bid).
3. **Exhibit "A" Specifications consisting of 4 pages.**
4. **Exhibit "B" Bid Page consisting of 2 pages.**
   (Must be submitted with bid).
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
   (Must be submitted with bid).
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
   (Copy of receipt and this form must be submitted with bid).
7. **Vendor/Bidder Application, consisting of 2 pages.**
   (Must be submitted with bid).
8. **W-9 form, consisting of 4 pages.**
   (Must be submitted with bid).
9. **Certification Regarding Debarment, consist of 1 page.**
   (Must be submitted with bid).
10. **Draft Service Contract, consisting of 7 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

August 9, 2010
Date

Bid No: 10-269-08-25	Buyer: Eric Trevino	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR

"PRINTING AND MAILING OF 2010 TAX STATEMENTS, TAX ROLLS AND ENVELOPES"

BID OPENING DATE:

August 25, 2010

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 - New Administration Building
Edinburg, Texas 78539

LEGAL NOTICE **BID NO: 2010-269-08-25-ERT**

1. Sealed bids will be received for **"HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE – PRINTING & MAILING OF 2010 TAX STATEMENTS, TAX ROLLS AND ENVELOPES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-10-269-08-25-ERT- HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE– "PRINTING & MAILING OF 2010 TAX STATEMENTS, TAX ROLLS AND ENVELOPES"** and in County's Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, AUGUST 25, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2010-269-08-25-ERT RFB-HIDALGOCOUNTY TAX ASSESSOR/COLLECTOR OFFICE– PRINTING & MAILING OF 2010 TAX STATEMENTS, TAX ROLLS AND ENVELOPES".**
Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation-**"HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE– PRINTING & MAILING OF 2010 TAX STATEMENTS, TAX ROLLS AND ENVELOPES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:
  Armando Barrera, Jr-RTA
  Hidalgo County Tax Assessor/Collector
  2804 S. US Hwy 281
  Edinburg, Texas 78539
  ATTN.: Paul Villarreal (956) 318-2876

17. Schedule of Events

Bid Opening, 9:30 AM	**August 25, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the

purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed.

The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE– PRINTING & MAILING OF 2010 TAX STATEMENTS, TAX ROLLS AND ENVELOPES"
BID NO.: 10-269-08-25-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR
"PRINTING AND MAILING OF 2010 TAX STATEMENTS, TAX ROLLS AND ENVELOPES"
BID NO: 2010-269-08-25-ERT
Bid Opening Date: August 25, 2010 at 9:30 AM

To supply Hidalgo County Tax Assessor/Collector's office with a bid on the following items:

Item I: Approximately 350,000 1-Part Laser Printed Tax Statements
Item II: Approximately 100,000 Laser Printed Tax Roll Pages
Item III: Folding, Inserting, Presorting, & Mailing of Tax Statements, (Item I).
Item IV: Envelopes required for mailing, (Item I).
Item V: Freight charge must be part of bid process.

Only Bids that include ALL items will be considered. Bids should be in a cost per piece format based on the number of items listed above.

The bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

ITEM I. **TAX STATEMENT**

1. Size: 8 1/2" x 14" printed on two-sides.
2. Perforated for return payment stub (horizontal).
3. Laser printed Tax Statements on 20 lb. **must** be printed in **light yellow** color paper in black ink.
4. Statement must be designed for the collection of taxes printed on two-sides for multiple entities.
5. Statement must be designed to be mailed in a special window envelope designed by the Tax Office.
6. Printing on statement must conform to all U.S. Postal Service regulations for Automation Mailing Discounts.
7. Provide (Delivery Point Barcode) on Statement Address to comply with U.S. Postal Service regulations.
8. All tax information for the statements must be extracted from removable storage media provided by Hidalgo County, **External HD, DVDs.**
9. Print selected information in **Delivery Bar Code / OCR** in compliance with Tax Office and ACT, (Automated Collections Technology, Inc.) software requirements.
10. Print selected messages in English and Spanish.
11. Printed in zip code order and alphabetical order within the zip code.
12. **Need PDF files of statements broken down by 4gb DVDs. The PDF files need to be full text searchable.**

ITEM II. TAX ROLLS

1. Laser printed on #24 white paper.
2. Printed on 8 ½" x 11" loose sheets, **(Do Not Bind).**
3. All information for tax roll must be extracted from removable storage media provided by the Hidalgo County Tax Office. (External HD,DVDs, or FTP Delivery).
4. Tax roll must be printed as specified by Tax Office.
5. **Need PDF files of tax rolls broken down by 4gb DVDs. The PDF files need to be full text searchable.**

ITEM III. FOLDING, INSERTING, SORTING, AND MAILING TAX STATEMENTS

1. Statements must be folded and inserted into a special window envelope, so that name and address and Delivery Point Barcode is visible and in compliance with U. S. Postal Service specifications for automated processing.

2. Statement(s), and a #9 return envelope will be inserted into a #10 special window envelope.

3. Statements must be sorted and packaged in a manner that will minimize the cost of mailing. Sort statements in singles, doubles, triples or more to take advantage of Post Office discounts. All statements with the same owner and address must be consolidated and mailed in a single envelope or package. Mail must be pre-sorted in a manner to take advantage of all discounts offered by the U.S. Postal Service. Postage will be the responsibility of the Hidalgo County Tax Office.

ITEM IV. ENVELOPES REQUIRED FOR MAILING ON (ITEM I)

1. Approximately 275,000 Return Envelopes #9.
2. Approximately 350,000 Special Window Envelopes #10 – without permit no. 44.
3. Approximately 3,500 Brown Kraft Wove Booklet Envelopes #28.
4. Approximately 10,000 White Wove Window Booklet Envelopes #28.

ITEM V. FREIGHT CHARGE MUST BE PART OF THE BID PROCESS.

Printing Instructions:

TAX STATEMENTS	File	Printed Copies	PDF Image Copy
1. Non Mortgage accounts (Zip, Alpha) ---	1	1	1
2. Mortgage accounts (Zip, Alpha) –Customer Copy---	1	1	2
3. Mortgage accounts (Mort, X-Ref) –Tax Office---	1	1	1

To Be Mailed by Tax Office
(Approx. 40,000 Mortgage Accounts)
40,000 Customer Copy for a total of 80,000

TAX ROLLS

Real Property Tax Roll (X-Ref) ----------	1	1	1
Personal Property (X-Ref) ----------	1	1	1
Mineral (X-Ref) ----------	1	1	1
SEB-All properties (X-Ref) ACT #41 ---------	1	1	1
SEE-All properties (X-Ref) ACT #42 ---------	1	1	1
SLJ-All properties (X-Ref) ACT #49 ---------	1	1	1
SPA-All properties (X-Ref) ACT #43 ---------	1	1	1
SLV-All properties (X-Ref) ACT #44 ---------	1	1	1
SMA-All properties (X-Ref) ACT #45 ---------	1	1	1
SMC-All properties (X-Ref) ACT #46 ---------	1	1	1
SML-All properties (X-Ref) ACT #47 ---------	1	1	1
SMS-All properties (X-Ref) ACT #48 ---------	1	1	1
SPR-All properties (X-Ref) ACT #50 ---------	1	1	1
SSL-All properties (X-Ref) ACT #51 ----------	1	1	1
SVV-All properties(X-Ref) ACT #52 ----------	1	1	1
SWL-All properties(X-Ref) ACT #53 ----------	1	1	1
CAN-All properties(X-Ref) ACT #21 ----------	1	1	1
CED-All properties(X-Ref) ACT #24 ----------	1	1	1
CES-All properties(X-Ref) ACT #23 ----------	1	1	1
CGR-All properties(X-Ref) ACT #25 ----------	1	1	1
CLV-All properties(X-Ref) ACT #26 ----------	1	1	1
CMC-All properties(X-Ref) ACT #28 ----------	1	1	1
CMS-All properties(X-Ref) ACT #32 ----------	1	1	1
CPM-All properties(X-Ref) ACT #22 ----------	1	1	1
CPN-All properties(X-Ref) ACT #34 ----------	1	1	1
CPR-All properties(X-Ref) ACT #33 ----------	1	1	1
CLJ-All properties (X-Ref) ACT #35 ----------	1	1	1
CPO-All properties (X-Ref) ACT #36 ----------	1	1	1
CSJ-All properties (X-Ref) ACT #37 ----------	1	1	1
CSV-All properties (X-Ref) ACT #39 ----------	1	1	1
CWL-All properties (X-Ref)ACT #40 ----------	1	1	1

Upon completion of above mentioned processes, Tax Office personnel will inspect the statements and authorization from **Mr. Armando Barrera, Jr. Tax Assessor-Collector,** must be obtained in order to release the statements for mailing. Tax Rolls will be delivered to 2804 S. US Hwy. 281, Edinburg, Texas.

REQUIREMENTS, TERMS AND CONDITIONS

1. Two weeks or less turnaround from the date of receipt of HD or FTP files. May be extended if delay is caused by the Hidalgo County Tax Office or for good cause, to be determined by Hidalgo County Tax Assessor-Collector.

2. Vendors must provide samples of proposed items for approval prior to printing mailing.

3. Bid amount must include materials, conversion of data, delivery and all other related costs.

4. Postage will be responsibility of the Hidalgo County Tax Office.

5. A sample of the Tax Statement, Tax Roll, Return Envelope, and the Window Envelopes is provided for your review.

6. Hidalgo County reserves the right to accept or reject all or any part of all bids, to waive all technicalities and to accept the lowest responsive responsible bid.

7. Hidalgo County may utilize "State Awarded Contracts" when it is in the County best interest to do so.

8. Vendor(s) agrees that to the extent an item is unavailable from Vendor(s) own inventory, vendor(s) will be responsible for locating an alternative supplier and for providing the product to County for the bid price.

9. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

10. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

11. HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.

12. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

13. Any contract awarded to a successful bidder will be in effect until;
    a) The contract expires
    b) Delivery acceptance of products and/or performance of services ordered, or
    c) Terminated by County with thirty (30) days written notice prior to be cancellation.

14. Bidder(s) commitment to print and deliver mail out of tax statement no later than November 1, 2010.

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539. All written inquiries will be accepted via facsimile (956) 292-7612 or via e-mail eric.trevino@co.hidalgo.tx.us no later than August 18, 2010 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than August 20, 2010 by 5:00 P.M. **Telephone Inquiries will not be accepted.**

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE
"PRINTING AND MAILING OF 2010 TAX STATEMENTS, TAX ROLLS AND EVNVELOPES"
BID No: 2010-269-08-25-ERT
Bid Opening Date: August 25, 2010 at 9:30 AM

FORMAL BID

ITEM I: APPROXIMATELY 350,000 1-PART LASER PRINTED TAX STATEMENTS

ITEM II: APPROXIMATELY 100,000 LASER PRINTED TAX ROLL PAGES

ITEM III: FOLDING, INSERTING, PRESORTING AND MAILING OF TAX STATEMENTS, (ITEM I)

ITEM IV 1.: APPROXIMATELY 275,000 RETURN ENVELOPES #9

ITEM IV 2.: APPROXIMATELY 350,000 SPECIAL WINDOW ENVELOPES #10 – WITHOUT PERMIT NO. 44

ITEM IV 3.: APPROXIMATELY 3,500 #28 BROWN KRAFT WOVE BOOKLET ENVELOPES

ITEM IV 4.: APPROXIMATELY 10,000 #28 WHITE WOVE WINDOW BOOKLET ENVELOPES

ITEM V: FREIGHT MUST BE INCLUDED IN BID IN ORDER TO ASSIST POTENTIAL PARTICIPANT(S) IN THE CALCULATION OF FREIGHT-CHARGES FOR INCLUSION ON THE BID PAGE

TOTAL BID PRICE:

Bidder(s) commitment to print and deliver mail out of tax statement no later than November 1, 2010.

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

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

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GEN'L AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- ☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code A person commits an offense if the person knowingly violates Section 176.006 Local Government Code. An offense under this section is a Class C misdemeanor.	Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
Thru Facsimile: (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

❒ Less than 125,000 annual gross receipt
❒ Less than 250,000 annual gross receipt
❒ Less than 499,000 annual gross receipt
❒ More than 500,000 annual gross receipt

❒ 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.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Exccutive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-269-00-00

THIS CONTRACT is made and entered into this _____ day of _____, 2010 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), _____ a _____, ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Printing & Mailing of 2010 Tax Statements, Tax Rolls and Envelopes**" for **Hidalgo County Tax Assessor/Collector** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the Request for Bid, a copy of the Request for Bid attached hereto as Exhibits A, the company's bid is attached hereto as Exhibit B, all such documents incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County Tax Assessor/Collector** . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County Tax Office or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. The period of performance of company's services and term of this contract shall be as

to Exhibits of the RFB, which is all based with upon receipt of data tapes or FTP files from Tax Assessor. However, at the sole discretion of the Hidalgo County Tax Assessor/Collector the two weeks or less time frame may be extended if delay is caused by the Hidalgo County Tax Office, or for good cause, to be determined by the Hidalgo County Tax Assessor/Collector.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior

written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2010.

DRAFT

COUNTY OF HIDALGO

By:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved By Commissioners Court:_____

COMPANY:

By:_____

Printed Name:_____

Title:_____

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

By:_____
Stephen L. Crain

DRAFT

EXHIBIT "B"
BID PAGE

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: MIDWEST DIRECT

ADDRESS: 2222 W. 110th STREET

CITY/STATE/ZIP CODE: CLEVELAND OHIO 44102

PHONE & FAX NO'S: 216-251-2500 216-251-2577

CELLULAR NO: 330-472-2259

E-MAIL ADDRESS: SGERBIE@MW-DIRECT.COM

AUTHORIZED SIGNATURE: 

PRINTED NAME: SEAN M. GERBIE

TITLE SALES MANAGER

Bid
for

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE– PRINTING & MAILING OF 2010 TAX STATEMENTS, TAX ROLLS AND ENVELOPES"

BID NO.: 10-269-08-25-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: Midwest Direct

Address: 2227 West 110th St Cleveland Ohio 44102

By: [signature]

Printed Name: Sean M. Gebbie

Title: Sales Manager

OPENED
9:14 am
8/25/2010
Witnessed

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE
"PRINTING AND MAILING OF 2010 TAX STATEMENTS, TAX ROLLS AND EVNVELOPES"
BID No: 2010-269-08-25-ERT
Bid Opening Date: August 25, 2010 at 9:30 AM

FORMAL BID

ITEM I:	APPROXIMATELY 350,000 1-PART LASER PRINTED TAX STATEMENTS	$ 10,530.65
ITEM II:	APPROXIMATELY 100,000 LASER PRINTED TAX ROLL PAGES	$ 3,100.90
ITEM III:	FOLDING, INSERTING, PRESORTING AND MAILING OF TAX STATEMENTS, (ITEM I)	$ 5,113.37
ITEM IV 1.:	APPROXIMATELY 275,000 RETURN ENVELOPES #9	$ 3,312.38
ITEM IV 2.:	APPROXIMATELY 350,000 SPECIAL WINDOW ENVELOPES #10 – WITHOUT PERMIT NO. 44	$ 5,062.75
ITEM IV 3.:	APPROXIMATELY 3,500 #28 BROWN KRAFT WOVE BOOKLET ENVELOPES	$ 379.11
ITEM IV 4.:	APPROXIMATELY 10,000 #28 WHITE WOVE WINDOW BOOKLET ENVELOPES	$ 1,974.50
ITEM V:	FREIGHT MUST BE INCLUDED IN BID IN ORDER TO ASSIST POTENTIAL PARTICIPANT(S) IN THE CALCULATION OF FREIGHT-CHARGES FOR INCLUSION ON THE BID PAGE	$ 250.00

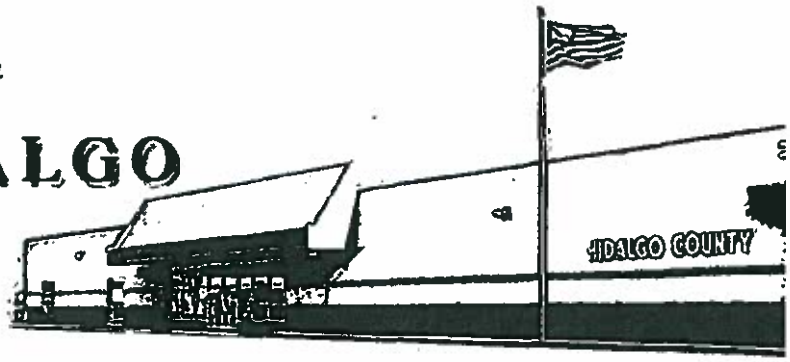
TOTAL BID PRICE: $ 29,724.66

Bidder(s) commitment to print and deliver mail out of tax statement no later than November 1, 2010.

EXHIBIT "C"
CERTIFICATE OF INSURANCE

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

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

August 25, 2010

Ms. Martha Salazar, Purchasing Agent
Hidalgo County Purchasing Department
Edinburg, Texas 78539

Re: Bids on 2010 Tax Statement and Tax Rolls

Dear Ms. Salazar:

Recommendation is hereby made in favor of MID-WEST DIRECT from Ohio for the amount of $29,724.66. MID-WEST DIRECT is the lowest bidder by $ 5,927.00 from the next lowest bidder.

Sincerely,

Armando Barrera Jr., RTA
Tax Assessor/Collector
Hidalgo County Tax Office

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER=S LOG
SPECIFICATIONS/BID PACKETS

IBF-RFP-RFQ-RFI

BID OPENING DATE: August 25, 2010 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY TAX OFFICE- "PRINTING AND MAILIN OF 2010 TAX STATEMENTS, TAX ROLLS AND ENVELOPES@.

BID NO.: 2010-269-08-25-ERT

NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
Laser Printers & Mailing Service Attn: Katy	Lone Star	ERT	08/10/10	8701 Perrin Beitel San Antonio, TX 78217 (210) 590-6565 office (210) 590 – 1620 fax katy@lpmsi.com –SEND HER BID TAB
EZ Access Attn: Mike Braun	Velocity Express	ERT	08/10/10	4200-A N. Bicentennial Dr. McAllen, TX 78504 (956) 682-3466 office (956) 682-0372 fax mgbraun@hecorp.com - I WILL SEND HIM AN EMAIL SINCE HE DID NOT ANSWER.
Copy Zone Attn: Tony Corso	Velocity Express	ERT	08/10/10	4131 N. 10th St. McAllen, TX 78504 (956) 668-9600 office (956) 668-7818 fax tcorso@copyzone.net or bob@copyzone.net HE SAID HE WANTS A BID PACKET
Sam Hughes	Fed-Ex	ERT	08/10/10	304 Summit Way Norman, OK 73071 (405) 310-6508 home shughes@myriadsystems.com DID NOT ANSWER BUT I WILL SEND IT ANYWAY
QuestMark Information Management, Inc Attn: Kelly	Lone Star	ERT	08/10/10	9440 Kirby Drive Houston, Texas 77054 (713) 662-9022 Business kellyrs@qiminc.com SHE SAID OKAY.
PSC Info Group Attn: Charlie McGee	Fed Ex	ERT	08/10/10	105 Montgomery Avenue Oaks, PA 19456 (610) 650-3964 Business cmcgee@pscinfogroup.com DID NOT ANSWER BUT WILL SEND IT ANYWAY

OutSource Data Center Attn: Kevin	Lone Star	ERT	08/10/10	1000 N. Post Oak Rd. Ste 250 Houston, TX 77055 (713) 864-3311 Business kgodwin@outsourcedatacenter.com HE SAID OKAY
Curtis 1000 Attn: Oscar Zapata	Velocity Express	ERT	08/10/10	1620 Xanthisma Avenue McAllen TX 78504 (956) 605-1309 Business ozapata@curtis1000.com DID NOT ANSWER BUT WILL SEND IT ANYWAY
South Texas Printing Attn: Juan Cano	Velocity Express	ERT	08/10/10	7300 N. FM 88 Weslaco, TX 78596 (956) 457-3091 stexasprint@aol.com HE SAID OKAY
Gateway Printing Attn: Jr Cordello	Velocity Express	ERT	08/10/10	315 S. Closner St Edinburg, TX 78539 (956) 383-3861 Office kelly@gatewayp.com
American Print Management Attn: Melissa Miley	Fed Ex	ERT	08/10/10	1051 Sheffler Drive - P.O. Box W Chambersburg, PA 17201 (717) 709-0990 Office Melissa.Miley@e-LYNXX.com
AMG Printing & Mailing, LLC Attn: Aaron Gonzales	Fed Ex	ERT	08/10/10	10203 Kotzebue St STE 110 San Antonio, TX 78217 210-832-8850 Office aaron@amgprinting.com
Pinncale Data Systems Attn: Peggy Banks	Fed Ex	ERT	08/10/10	4020 Johnson Ferry Drive Marietta, GA 30062 1-888-259-6601 EXT 525 Office 770-977-9165 Home Office peggybanks@pinnacledatasystems.com
Jim Richter · Account Executive	Fed Ex		08/10/10	1235 Spring Garden Ave, Pittsburgh, PA 15212 Phone: 412.322.7100 · Cell: 412.915.7013 · Fax: 412.322.9310 jrichter@mw-direct.com · www.mw-direct.com
CSG Systems, Inc. **Attn: Mari Tamiyasu** Marketing Coordinator	Fed Ex		08/10/10	1451 N. Rice Ave. Oxnard, CA 93030 Toll Free: 888-214-6680 Direct: 805-604-6864 www.csgsystems.com
National Data Services **Larry Gates**	Fed Ex		08/10/10	410-771-2104 lgates@ndsc-inc.com
Triangle Systems **Maria Gramling**	Fed Ex		08/10/10	412-937-9657 maria@triangle-systems.net

Secureone Data Solutions **Attn: Rich Jones**	Fed Ex		08/10/10	602-415-1111 rjones@secure1data.com
Business Ink, Co. **Vicki McCullough**	Fed Ex		08/10/10	512-949-2211 vmccullough@businessink.com
Zytron, Inc	Fed Ex		08/10/10	jsouth@zytron.net
Information Outsource **Stacey Hanlon**	Fed Ex		08/10/10	staceyh@spcio.com 800-735-9515
West Texas Micrographics, LLC **Attn: Luke Austin**	Fed Ex		08/10/10	806-316-4959 cell lukea@pps-mail.net
NCP Solutions **Attn: Joseph Tetstone**	Fed Ex		08/10/10	205-421-7300 office jtetstone@ncpsolutions.com
United Systems of Arkansas **Attn: Julie Mannon**	Fed Ex		08/10/10	501-374-0816 Julie@unitedsystems.net
I3logix **Attn: Nicole K.**	Fed Ex		08/10/10	866-521-0922 ext 225 nkonkoly@i3logix.com
Information Management Solutions **Attn: Sy Green**	Fed Ex		08/10/10	210-826-4994 ext 18 sy@totalims.com
XPEDIENT MAIL **Attn: Glen Hudson**	Fed Ex		08/10/10	979-821-2588 ghudson@sunbelt-graphics.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County Tax Assessor/Collector Office

BID OPENING DATE: August 25, 2010 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Printing & Mailing of 2010 Tax Statements, Tax Rolls and Envelopes"

BID NO: 2010-269-08-25-ERT | **BUYER: Eric Trevino**

	NAME OF COMPANY	TOTAL BID PRICE	ADDENDUM NO. 1
#1	GATEWAY PRINTING	NO BID	NO
#2	MID WEST DIRECT	$29,724.66	YES
#3	WEST TX MICROGRAPHICS	$43,494.50	YES
#4	PINNACLE DATA SYSTEM	$54,986.00	YES
#5	MYRID SYSTEM	$43,675.00	YES
#6	LASER PRINTERS & MAILING SERV.	$35,651.00	YES
#7	BERK ASSET PARTNERSHIP DBA DIRECT MAIL PARTNERS	SEE BID PRICES	YES
#8	INFORMATION MANAGEMENT SOLUTIONS	$38,614.06	YES
#9	EXPEDIANT MAIL	$43,447.00	NO
#10	ZYTRON	$30,618.00	YES
#11	QUEST MARK INFORMATION MANAGEMENT	$35,706.50	YES
#12			
#13			

AI-22679 **20.F.1.**

Purchase of (4) Four New 2010 Ford Expeditions for Sheriff's Dept.

CC REGULAR

Date:	08/31/2010
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

a. Authorization to purchase through Hidalgo County's membership and participation with TASB/Buyboard's awarded vendor, Philpott Motors-Contract No. 281-07), Four (4) New 2010 Ford Expeditions fully equipped for a total of $177,268.00 which includes $400.00 buy-board pricing and delivery fees for -Project #2010-317-OGG); or in the alternative,
b. Authority to advertise sealed competitive procurement for the purchase of: Four (4) New 2010 Ford Expeditions to include options as described on attached specifications or equivalent.

BACKGROUND

As requested by Lt. Richard Ozuna; account #0-1284-421-00-280-047-2-741is to be used for proposed project.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1284-421-00-280-047-2-741

FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** No

BUDGETARY IMPACT:

Requisition#180210 has $177,268.00 available balance as of 8-27-10 for Philpott Motors.

Attachments

Link: Quote

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/26/2010 03:55 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2010 07:58 AM	APRV
3	Manuel Chapa	Manuel Chapa	08/27/2010 11:16 AM	APRV
4	Auditor's Office		08/27/2010 05:20 PM	NEW

Form Started By: Oscar Garza — Started On: 08/25/2010 02:13 PM

Final Approval Date: 08/27/2010

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Vehicles

BUYBOARD #281-07

End User: HIDALGO COUNTY SHERIFF'S DEPT. **Philpott Rep:** ALAN WILEY 888 858-7801

Contact: RICHARD OZUNA **Date:** 5-Aug-10

Product Description: FORD EXPEDITION

A. Bid Series: 8 **A. Base Price:** $ 22,177.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	SPECIAL SERVICE MODEL	STD		GENERAL SERVICE PACKAGE C	$ 9,310.00
	5.4L AUTOMATIC	STD		SLICK TOP PACKAGE	
FSD	FACTORY STEEL AND	$ 925.00		SEE UPGRADE BELOW	
	DELIVERY SURCHARGE				
	AM-FM CD TILT/CRUISE	STD		GENERAL SERVICE PACKAGE B	$ 6,125.00
	BLACK EXTERIOR	COLOR		SEE DOWGRADE BELOW FOR	
	2010 4X2 SPECIAL SERVICE	NOTE		TOUGHBOOK	
	NO 3RD ROW SEAT	NOTE			
	BLACK EXTERIOR	COLOR			

Total of B. Published Options: $ 16,360.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 14.7 %

Options	Bid Price	Options	Bid Price
UPGRADE TO SAME PACKAGE ON	$ 5,290.00	DOWNGRADE TO PANASONIC TOUGH	$ (2,375.00)
BLACK 2009 STEALTH UNITS, BUT	NOTE	BOOK WITH LIND PACKAGE	
WITH THE DELETION OF THE DATA	NOTE		
RADIO, AND LAPTOP.COMPUTER	NOTE	MPH KA BAND DUAL ANTENNA RADAR	$ 2,250.00
CORNER LED HIDE-AWAY LIGHTS	INCL	SAME DIRECTION & FASTEST SPEED	INCL
ARE INCLUDED ALONG WITH LAPTOP	INCL		
MOUNTING EQUIPMENT.	INCL	PRICE GOOD UNTIL 8-27-10	NOTE
INSTALL CUSTOMER PROVIDED	$ 165.00	ADD $1,000.00 AFTER THIS DATE	NOTE
2-WAY RADIO			
STEALTH GRAPHICS	$ 350.00	ESTIMATED DELIVERY OF A 2011 MODEL	NOTE
		IN 120-150 DAYS	NOTE

Total of C. Unpublished Options: $ 5,680.00

D. Contract Price Adjustment: _____

E. Delivery Charges: _____ miles $ -

F. Total of A + B + C + D + E = F $ 44,217.00

G. Quantity Ordered 4 **x F =** $ 176,868.00

H. BUYBOARD Administrative Fee ($400 per purchase order) $ 400.00

I. Non-Equip Charges & Credits _____

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $ 177,268.00

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00180210
PO #
Date: 08/11/10

Bill To: x
x

Vendor : 220779
PHILPOTT MOTORS LTD
P.O. BOX 876
PORT NECHES TX 77651
FAX (254)865-9118

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: T. CONTRERAS
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CONTRACT# 281-07		
		DO NOT DUPLICATE ORDER		
4.00	EACH	FULLY EQUIPPED 2010 FORD EXPEDITION W/ PUSH BUMPER, EMERGENCY EQUIPMENT & DECALS	22,177.00	88,708.00
4.00	EACH	PUBLISHED OPTIONS	16,360.00	65,440.00
4.00	EACH	UNPUBLISHED OPTIONS (SEE ATTACHED CUSTOMIZED PRODUCT PRICING SUMMARY)	5,680.00	22,720.00
1.00	EACH	BUY BOARD ADMINISTRATIVE FEE ($400.00 PER PURCHASE ORDER)	400.00	400.00
		Account No	Encumbrance	
		0-1284-421-00-280-047-2-741	177,268.00	
			Freight	.00
			Total	177,268.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-22727 **20.G.1.**

County Clerk's Office-Interlocal Agreement-Department of State Health and Services (DSHS)-Issuance of Birth Certificates

CC REGULAR

Date:	08/31/2010
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** County Clerk

Information

CAPTION

Requesting approval to enter into a Interlocal Agreement with the Texas Department of State Health Services of Vital Statistics and Hidalgo County for issuance of Birth Certificates at NO COST to the County. Commensing 09/01/2010, Expiring 08/31/2012.

BACKGROUND

Interlocal - Vital Statistics Unit Issuance of Birth Certificates

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

For the purposes of issuing Birth Certificates at NO COST to the County.

No fiscal impact; Agreement is entered into at no cost to Co.

Attachments

Link: Interlocal Agreement with DSHS-County Clerk

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2010 04:04 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2010 04:13 PM	APRV
3	Sylvia Solis	Sylvia Solis	08/27/2010 04:59 PM	APRV
4	Auditor's Office		08/27/2010 05:20 PM	NEW

Form Started By: Letty Saenz — Started On: 08/27/2010 01:51 PM

Final Approval Date: 08/27/2010

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2011-036189-001 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Performing Agency), an agency of the State of Texas, for DSHS Program Vital Statistics Unit and HIDALGO COUNTY CLERK (Receiving Agency), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** Performing Agency agrees to provide and Receiving Agency agrees to purchase the services and/or goods as described in this Contract.

2. **Total Amount of the Contract.** The total amount of this Contract shall be determined by the number of birth certificates printed as a result of searches of the database.

3. **Term of the Contract.** This Contract begins on 09/01/2010 and ends on 08/31/2012. The Parties are not responsible for performance under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

4. **Authority.** Performing Agency enters into this Contract under the authority of Health and Safety Code, Chapter 1001. If this is an interagency, contract authority is also granted through the Texas Government Code, Interagency Cooperation Act, Chapter 771 et seq. If this contract is an interlocal, contract authority is also granted through the Texas Government Code, Interlocal Cooperation Act, Chapter 791 et seq.

5. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Exhibits, if applicable

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by Performing Agency and Receiving Agency and incorporated herein through written amendment.

This Contract may be modified within the Contract period by written amendment signed by both Parties.

6. **Statement of Work.**

Performing Agency agrees to provide on-line computer services in support of Receiving Agency from 7:00 a.m. to 6:00 p.m. Monday thru Friday, except holidays. In the event of an emergency or computer application error, Performing Agency may temporarily suspend services without advance notice.

Receiving Agency will search Performing Agency databases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by Performing Agency. No limit will be established on the number of searches per month not resulting in issuance of a certification, provided the number is reasonable.

Receiving Agency will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by Performing Agency. Performing Agency will assist in connection of the equipment, furnish software program and provide technical assistance, if necessary.

Receiving Agency acknowledges that records may not be located in the searching process instituted by Receiving Agency or records, which are located, may have errors due to:

A) normal key-entry errors in spellings;

B) accidental failure on the part of the Performing Agency to update a file for an amendment or paternity determination; and

C) the event year does not exist on the system.

Receiving Agency will notify Performing Agency in writing, at least monthly of errors or suspected errors that exist on the data base information.

Receiving Agency is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.

Receiving Agency is responsible for maintaining a system of vital record keeping that is in accordance with Chapters 195 of the Health and Safety Code and the regulations adopted there under.

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

Name: Department of State Health Services
Address: 1100 West 49th Street
Austin, Texas 78756-3199
Vendor Identification Number: 35375375371000

8. **Payment Method.**

Fee for Service

Receiving Agency agrees to reimburse Performing Agency $1.83 (One Dollar and 83/100) for each Certification of Vital Record printed as a result of searches of the database.

Receiving Agency agrees to charge the same base search fee for a birth certificate as Performing Agency. Additional fees may only be charged as authorized by Texas Health and Safety Code 191.

9. **Billing Instruction.** Performing Agency will submit a monthly itemized billing showing the number of transactions by date to Receiving Agency and payment will be made no later than thirty (30) days following the billing date. Payment will be considered made on the date postmarked.

10. **Confidentiality.** Parties are required to comply with state and federal laws relating to the privacy and confidentiality of patient and client records that contain Protected Health Information (PHI), or other information or records made confidential by law. Receiving Agency will maintain sufficient safeguards to prevent release or disclosure of any information obtained hereunder to anyone other than Receiving Agency employee(s) or those who have an official need for the information and are authorized to receive such records. Receiving Agency further agrees records obtained and issued, as specified under this contract, will be used for purposes as herein set out and the use of these records or data for other purposes must be agreed to in writing by both parties.

11. **Security of Patient or Client Records.** Receiving Agency agrees that all data received from Performing Agency shall be treated as confidential, and ensure all information provided to outsourced entities remains confidential and utilized as specified in any pertinent written agreements. Data will not be used for any purpose other than that specifically set forth herein. Data will not be made available to any other individual or organization without proper consent. Data will be maintained to prevent unauthorized access and will not be used to track back to any individual or organization identified by the data. Receiving Agency agrees to implement all reasonable and necessary procedures to ensure that only authorized users will have access and will notify Performing Agency immediately should it detect a security violation by one of its employees or any other person. Receiving Agency is responsible for insuring that authorized Receiving Agency employee(s) use only their own individual passwords while logged into Performing Agency on-line computer applications.

Performing Agency will inactivate any individual who does not use their account for ninety (90) days. Receiving Agency shall notify Performing Agency of all branch locations.

12. **Suspension of Services Under This Contract.** In the event of an emergency or computer overload, Performing Agency may temporarily suspend services without advance notice. This Contract may be immediately suspended upon reasonable suspicion by Performing Agency that the terms of this Contract have been violated. Performing Agency further reserves the right to terminate this Contract if, after reasonable notice and investigation, it is concluded that a violation of this Contract has occurred.

13. **Liability for Harm.** It is expressly understood that Performing Agency makes no guarantee of accuracy regarding the data provided to Receiving Agency under this contract.

14. **Termination.** This Contract may be terminated by mutual agreement of both parties. Either party may terminate this Contract by giving 30 day's written notice of its intent to terminate. Written notice may be sent by any method, which provides verification of receipt, and the 30 days will be calculated from the date of receipt. This Contract may be terminated for cause by either party for breach or failure to perform an essential requirement of the Contract.

Performing Agency reserves the right to limit or cancel access under this Contract should Performing Agency determine that is has insufficient capacity in its computer system to maintain current levels of transactions by Receiving Agency and/or that continued access by Receiving Agency is detrimental to the overall efficiency and operation of Performing Agency's computer systems. Any such limitation or termination of services will be upon written notice to Receiving Agency by Performing Agency.

Upon termination of all or part of this Contract, Department and Receiving Agency will be discharged from any further obligation created under the applicable terms of this Contract except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination.

15. **Terms & Conditions.**

A. Federal and State Laws, Rules and Ordinances. Parties shall comply with all applicable federal and state statutes, rules and regulations.

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

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

D. Records Retention. DSHS shall retain records in accordance with the Department's State of Texas Records Retention Schedule, located at http://www.dshs.state.tx.us/records/schedules.shtm, Department Rules and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.

E. Severability and Ambiguity. If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent

and effect as if never incorporated, but all other provisions will continue. Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

F. Legal Notice. Any notice required or permitted to be given by the provisions of this Contract shall be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address first given above (or at such other address as the Party shall specify to the Receiving Agency in writing) or, if sent by certified mail, on the date of receipt.

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

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

I. Breach of Contract Claim. The process for a breach of contract claim against the Department provided for in Chapter 2260 of Texas Government Code and implemented in the rules at 25 TAC §§1.431-1.447 shall be used by Performing Agency and Receiving Agency to attempt to resolve any claim for breach of contract made against Performing Agency.

J. Inspections.

Receiving Agency shall permit authorized Performing Agency personnel, during normal working hours, to conduct site visits and review such records as needed to ascertain compliance with the terms of this contract.

K. Voided Records.

To ensure compliance with Texas Administrative Code 181.24 Abused, Misused, or Flagged Records, Performing Agency is asking all Local office staff to be prudent in reviewing and checking record information on the computer screen prior to printing. The State Vital Statistics Unit does not honor nor encourage what some may consider "courtesy or free copies". All documents printed via the remote access system are considered legal and viable documents. Every time a specific record is printed, it is counted. Once a record has been printed 10 times, it can no longer be issued without authorization from the State Vital Statistics Unit Office. Records printed by accident should be reported to the Security Manager to reset the lifetime count. The State Vital Statistics Unit is not responsible for: printers not being turned on, printing to wrong printer, printers not working properly, the accidental printing of a wrong record. In order to reset the lifetime count of a customer, Receiving Agency must notify Performing Agency Security Manager in writing to clear voided records from the remote access system's customer lifetime counts and the original voided certificate must be sent into the State Vital Statistics Unit Office.

L. Credits.

Performing Agency will handle credit requests on a case-by-case basis. Credits may be considered in those cases of emergency situations, i.e., equipment and systems failures or inclement weather. Receiving Agency shall submit these requests in writing along with pertinent documentation to provide justification to the State Registrar and/or designee for approval. Performing Agency will provide written documentation to the Receiving Agency on the status of the approval of credit requests.

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

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

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY HEALTH DEPARTMENT
By: Bob Burnette	By: _____
Signature of Authorized Official	Signature
8/12/10	_____
Date	Date
Bob Burnette, C.P.M., CTPM	_____
	Printed Name and Title
Director, Client Services Contracting Unit	_____
	Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____
	City, State, Zip
(512) 458-7470	_____
	Telephone Number
Bob.Burnette@dshs.state.tx.us	_____
	E-mail Address for Official Correspondence