AI-25119 **6.B.**

Settlement Check from Farmers Insurance Company

CC REGULAR

Date:	02/08/2011
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval to accept settlement check from Farmers Insurance Company in the amount of $2,906.64 for an auto accident with County vehicle. (Facilities Management Dept.)

BACKGROUND

DOL: 01/06/11

Acct #: 1-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/01/2011 04:15 PM	APRV
2	Erika Zamora	Erika Zamora	02/03/2011 04:11 PM	APRV
3	Auditor's Office	Angela Garcia	02/04/2011 05:09 PM	APRV

Form Started By: Aida Alvarez — Started On: 02/01/2011 02:30 PM

Final Approval Date: 02/04/2011

AI-25186 **7.A.**

Declaration of Support

CC REGULAR

Date:	02/08/2011
Submitted By:	Michael Leo, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Declaration of Support to the Children's Advocacy Center, Estrella's House of Hidalgo County, by the County of Hidalgo, Texas

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: Declaration

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/04/2011 11:26 AM	APRV
1	Budget & Management	Erika Zamora	02/04/2011 11:26 AM	APRV
2	Roland Garcia	Rolando Garcia	02/04/2011 01:30 PM	APRV
2	Roland Garcia	Rolando Garcia	02/04/2011 01:30 PM	APRV
3	Auditor's Office		02/04/2011 05:09 PM	NEW
3	Auditor's Office		02/04/2011 05:09 PM	NEW

Form Started By: Michael Leo Started On: 02/03/2011 04:46 PM

Final Approval Date: 02/04/2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Declaration of Support to the
Children's Advocacy Center, Estrella's House of Hidalgo County
By the County of Hidalgo, Texas

WHEREAS, Children's Advocacy Center, Estrella's House was established in the year 2000 in tribute to Estrella Rojas, a victim of child abuse whose life ended tragically in Edinburg, Texas. Her memory is kept alive by helping and treating any child who is a victim of abuse; and

WHEREAS, Children's Advocacy Center, a non-profit organization, is one of 700 Children's Advocacy Centers nationwide, one of 64 certified Children's Advocacy Centers in Texas and the first a child-focused facility & community-based program of its kind in Hidalgo County servicing child abuse victims age 2 – 17 year of age; and

WHEREAS, the mission of Children's Advocacy Center, is to reduce the emotional trauma to child abuse victims by facilitating a multidisciplinary team approach, which supports the prevention of child abuse through community education and promotes the effective prosecution of those who perpetrate crimes against children; and

WHEREAS, Children's Advocacy Center, provides a safe haven with a child-friendly, non-institutional environment where young victims are not afraid to tell their story. Re-victimization of child victims is minimized by using a multidisciplinary team approach to child abuse investigations; and

WHEREAS, services include child forensic interviews, child forensic evaluations, family advocate/crime victim liaison, sexual assault nurse examiners, mental health services and prevention education & outreach; and

WHEREAS, the Commissioners Court of Hidalgo County has, in past years been a major benefactor of the Children's Advocacy Center, Estrella's House by providing funds as allowed by Local Government Code Section 381.004, and

WHEREAS, The Commissioners Court of Hidalgo County is mindful of the critical economic hardships alarming reductions in Federal and State funding to all kind of important social service providers such as the Children's Advocacy Center; and

WHEREAS, the Children's Advocacy Center, Estrella's House is having an event, Vinos! at Harley-Davidson McAllen on February 19, 2011 from 7:00 pm – 11:00 pm; and

NOW, THEREFORE BE IT DECLARED, the Hidalgo County Commissioners Court supports this event to raise funds to support the Children's Advocacy Center, Estrella's House in their mission to break the cycle of abuse, one child at a time.

Passed and approved on this 8th day of February, 2011, by the Commissioners' Court of Hidalgo County, Texas.

Ramon Garcia, County Judge

Joel Quintanilla
Commissioner, Precinct 1

Hector "Tito" Palacios
Commissioner, Precinct 2

Joe M. Flores
Commissioner, Precinct 3

Joseph Palacios
Commissioner, Precinct 4

AI-25191 **7.B.**

Status report regarding recent Arctic Blast

CC REGULAR

Date:	02/08/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Judge Garcia
Department:	EXECUTIVE OFFICE
Agenda Category:	County Judge's Office

Information

CAPTION

Status report regarding recent Arctic Blast and county operations

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/04/2011 02:11 PM	APRV
2	Roland Garcia	Rolando Garcia	02/04/2011 02:33 PM	APRV
3	Auditor's Office		02/04/2011 05:09 PM	NEW
Form Started By: Monica Badillo			Started On: 02/04/2011 01:56 PM	
Final Approval Date: 02/04/2011				

AI-25140 **7.C.**

Recognition Award for Gloria Salinas, R.N.

CC REGULAR

Date:	02/08/2011
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eddie Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	County Judge's Office

Information

CAPTION

Recognition and Appreciation for Gloria Salinas, R.N. Pulmonary Clinic Supervisor and her pulmonary staff, for her dedication and commitment to the residents of Hidalgo County in dealing with the prevention and treatment of tuberculosis and assuring the protection of our community.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		02/04/2011 05:09 PM	PEND
2	Manuel Chapa	Manuel Chapa	02/03/2011 09:24 AM	APRV
3	Auditor's Office		02/04/2011 05:09 PM	NEW
Form Started By: Josie Escalante			Started On: 02/02/2011 01:44 PM	
Final Approval Date: 02/04/2011				

AI-25188 **8.A.**

Approval to apply - Local Border Security Program FY2010/2011 Grant
CC REGULAR

Date:	02/08/2011
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

1. Authorization and Approval to apply for the Local Border Security Program FY10/11 Grant from the Texas Border Sheriff's Coalition (TBSC).
2. Authorization for County Judge, as Authorized Official, to sign required documents (Application, Application for State Assistance, and Assurances and Certifications).
3. Approval of Resolution.

BACKGROUND

Period of grant performance is April 01, 2011 - August 31, 2011.

Proposed budget includes overtime and fringe benefits and expenses relating to fuel/tires.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Approval to apply
No local cash match is required.
Expenses relating to health and life insurance are to be charged to the Sheriff's Office Budget.

Attachments

Link: LBSP.Application

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	02/04/2011 03:06 PM	APRV
1	Anacleto Martinez	Anacleto Martinez	02/04/2011 03:06 PM	APRV
2	Budget & Management	Angela Garcia	02/04/2011 03:21 PM	APRV
2	Budget & Management	Angela Garcia	02/04/2011 03:21 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/04/2011 03:42 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/04/2011 03:42 PM	APRV

4	Auditor's Office	02/04/2011 05:09 PM	NEW
4	Auditor's Office	02/04/2011 05:09 PM	NEW

Form Started By: Emilia Uriegas

Started On: 02/04/2011 10:28 AM

Final Approval Date: 02/04/2011

LOCAL BORDER SECURITY PROGRAM FY10/11 (LBSP-10/11)
APPLICATION

1. APPLICANT NAME (Jurisdiction): HIDALGO COUNTY SHERIFF'S OFFICE

2. COUNTY: HIDALGO

3. TYPE:
- ☐ City Government
- ☒ County Government

5. REQUESTED PERIOD OF PERFORMANCE (NOT TO EXCEED AUGUST 31, 2011

APRIL 1ST, 2011 - AUGUST 31ST, 2011 (5 months)

6. CHECKLIST OF APPLICATION ATTACHMENTS:
(See the Local Border Security Program 2010-2011(LBSP-10/11) Guide for information on completing these forms.)

- ☒ Designation of Grant Officials (Form A-2).
- ☒ Application for State Assistance (Form A-3). The Authorized Official must sign this form.
- ☒ Financial Cost Estimate (Form A-4). The Grant Financial Officer must sign this form.
- ☒ Assurances and Certifications (Form A-5). The Authorized Official must sign this form.
- ☒ Direct Deposit Authorization Form (Form 74-176). The Grant Financial Officer must sign this form.

7. CERTIFICATION

This Application, together with the Local Border Security Program FY2010-2011(LBSP-10/11) Guide, constitutes the work plan for the participants listed above. The undersigned agree to comply with all terms, conditions, and statements of work in the Local Border Security Program FY2010-2011 (LBSP-10/11) Guide.

Authorized Official (Original Signature)	**02/08/11** Date	Grant Performance Officer (Original Signature)	**02/08/11** Date

8. APPROVAL: The attached application is approved.

_____ _____

☐ Chief
☐ State Coordinator of Preparedness and Operations — Date

Mail completed forms and application materials to:

Texas Border Sheriff's Coalition
240 Thunderbird, Ste A
El Paso, Texas 79912

LOCAL BORDER SECURITY PROGRAM FY2010-2011 (LBSP-10/11)
DESIGNATION OF GRANT OFFICIALS

GRANT:	**LOCAL BORDER SECURITY PROGRAM FY2010-2011(LBSP-10/11)**

GRANT PERIOD:	**April 1 through August 31, 2011**

AGENCY NAME:	**HIDALGO COUNTY SHERIFF'S OFFICE**

Grant Performance Officer	
Name	**Guadalupe "Lupe" Trevino**
Title	**Sheriff**
Official Mailing Address	PO Box 1228 Edinburg, Texas 78540
Daytime Phone Number	**956-383-8114 Ext:6003**
Fax Number	**956-393-6179**
E-mail Address	**sherifftrevino@hidalgoso.org**

Grant Financial Officer	
Name	**Ray Eufracio**
Title	**County Auditor**
Official Mailing Address	2808 South Business 281 Edinburg, Texas 78539
Daytime Phone Number	**956-318-2511**
Fax Number	**956-318-2577**
E-mail Address	**Ray.eufracio@auditor.co.hidalgo.tx.us**

Authorized Official *	
Name	**Ramon Garcia**
Title	**County Judge**
Official Mailing Address	1615 South Closner Suite J Edinburg, Texas 78539
Daytime Phone Number	**956-316-2600**
Fax Number	**956-318-2699**
E-mail Address	**Ramon.garcia@co.hidalgo.tx.us**

* An individual authorized to execute contracts on behalf of a jurisdiction or local law enforcement agency.

(01/08)

APPLICATION FOR STATE ASSISTANCE

(Instructions on Reverse)

1. NAME OF PROGRAM/ ASSISTANCE:	2. APPLICANT STATUS:
Local Border Security Program FY10/11 (LBSP-10/11)	☐ City X County
3. START DATE:	4. END DATE:
APRIL 1, 2011	**AUGUST 31, 2011**

5. APPLICANT INFORMATION

a. Legal Name of Applicant Organization (as it appears on the LSBP-08 Application/Form A-1):	b. Name & Telephone Number of Grant Performance Officer:
HIDALGO COUNTY SHERIFF'S OFFICE	**Gaudalupe "Lupe" Trevino** **956-383-8114 Ext:6003**
c. Mailing Address:	d. Physical Address (if different from Mailing Address):
PO Box 1228, Edinburg, Texas 78540	**711 El Cibolo Road, Edinburg, Texas 78540**

6. EMPLOYER IDENTIFICATION NUMBER / TAX ID #

746000717

7. ESTIMATED EXPENSES:

a. Salary & Benefits (from line ___ Form A-4)	**$201,251.53**
b. Travel Expenses (from line ___ Form A-4)	
c. Operating Expenses (from line ___ Form A-4)	**$41,520.00**
d. Total Expenses (A + B + C)	**$242,771.53**

8. **CERTIFICATION**: I certify that to the best of my knowledge and belief this application and its attachments are true and correct.

a. Typed Name of Authorized Official:	**Ramon Garcia**
b. Title of Authorized Official:	**County Judge**
c. Original Signature of Authorized Official:	
d. Date Signed:	**February 8th, 2011**

INSTRUCTIONS FOR FRONT SIDE OF THIS FORM

1. Except as indicated below, entries are self-explanatory.
2. Item 1: Enter "Local Border Security Program FY08".
3. Item 5a: Enter the legal name of your jurisdiction. Your entry should match the Applicant Name used on the LBSP-08 Program Application (Form A-1).
4. Item 7: The data in this section should agree with the information included on the Financial Cost Estimate (Form A-4).
5. Item 8 a, b, & c. This form must be signed by an Authorized Official who is a person authorized by the governing body of the jurisdiction to apply for grants and accept grants and execute agreement and contracts on behalf of the jurisdiction. Authorized Officials are County Judges, Mayors, and many City Managers – ***not*** Sheriffs or Chiefs of Police.

State of Texas Assurances and Certifications
State Uniform Administrative Requirement for Grants and Cooperative Agreements, Subpart B, §_.14

Note: Certain of these assurances may not be applicable to your program. If you have any questions, please contact the awarding agency.

NAME OF APPLICANT	GRANT PROGRAM
HIDALGO COUNTY SHERIFF'S OFFICE	Local Border Security Program FY10/11 (LBSP-10/11)

This form includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for State Assistance.

As the duly authorized representative of the applicant, I hereby certify that the applicant (subgrantee) will comply with the assurances and certifications below.

Ramon Garcia	**County Judge**
Typed Name of Authorized Official	Title
	February 8th, 2011
Signature of Authorized Official	Date Signed

ASSURANCES

(1) RELATIVES. A subgrantee must comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

(2) PUBLIC INFORMATION. A subgrantee must insure that all information collected, assembled, or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

(3) OPEN MEETINGS. A subgrantee must comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(4) CHILD SUPPORT PAYMENTS. A subgrantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY. If the subgrantee is a health, human services, public safety, or law enforcement agency, it will not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) LAW ENFORCEMENT AGENCY. If the subgrantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.

(7) ADMINISTRATION. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See Section __.36 for additional guidance on contract provisions).

(8) SUSPECTED CHILD ABUSE. A subgrantee must comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) TAXES. Subgrantees will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(10) COMPLIANCE WITH REQUIREMENTS. Subgrantees will comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

(11) INELIGIBLE APPLICANTS. The applicant certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at http://www.epls.gov.

(12) HIV/AIDS. Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, *et seq.*

(13) LEGAL AUTHORITY. The applicant has the legal authority to apply for State assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in this application.

(14) RECORDS. The applicant will give the awarding agency, the State Comptroller, and if applicable, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper

accounting system in accordance with generally accepted accounting standards or agency directives.

(15) PERSONAL GAIN. The applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

(16) COMPLETION. The applicant will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

CERTIFICATIONS

1. **DRUG-FREE WORKPLACE** - The applicant certifies that it will 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. Establish a drug-free awareness program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the applicant's policy of maintaining a drug-free workplace;
      iii. any available drug counseling, rehabilitation, and employee assistance programs; and
      iv. the penalties that may be imposed upon employees for drug abuse violations.
   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:
      i. abide by the terms of the statement, and
      ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
   E. Notifying the agency within ten days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction.
   F. Taking one of the following actions with respect to any employee who is so convicted:
      i. taking appropriate personnel action against such an employee, up to and including termination; or
      ii. requiring such employee to participate satisfactorily in 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 the implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. **LOBBYING – The applicant certifies that:**
   A. It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government.
   B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Governor's Division of Emergency Management to obtain the appropriate disclosure form.
   C. It will include the language of paragraphs A and B of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.

FINANCIAL COST ESTIMATE

1. NAME OF PROGRAM / ASSISTANCE: Local Border Security Program FY10/11

2. APPLICANT NAME: Hidalgo County Sheriff's Office

3. ESTIMATED MONTHLY EXPENSES: **Grant Period** **Start:** 4/1/2011 **END:** 8/31/2011

a. Personnel Estimate

Position	Number of Personnel	Hourly Rate	Overtime Rate (Time and 1/2)	Number of O/T Hours per Person per Day	Number of Days	Salary	FICA 7.65%	Retirement 9.60%	Unemployment Comp. 50.00%	Total Salary & Fringe
Deputy	5	$21.53	$32.30	10	60	$96,885.00	$7,411.70	$9,300.96	$48,442.50	$162,040.16
Supervisor	1	$26.05	$39.08	10	60	$23,445.00	$1,793.54	$2,250.72	$11,722.50	$39,211.76
			$0.00	10	60	$0.00	$0.00	$0.00	$0.00	$0.00
			$0.00			$0.00	$0.00	$0.00	$0.00	$0.00
								Total Personnel Estimates		**$201,251.93**

b. Travel & Per Diem Estimate

Position	Number of Personnel	Commercial Travel Costs	Mileage from / to County	Estimated Ave. Daily Miles	Number of Days	Total Mileage Cost	Hotel Rate $85 Maximum	Hotel Tax Rate	Meals $36 Maximum	Travel Totals
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
									Total Travel & Per Diem Estimate	$0.00

c. Operational Cost Estimate

	Number of Cars	Number of Miles per Car	Number of Days	Rate per Mile	Subtotal
Mileage	6	200	60	$0.510	**$36,720.00**
Fuel Costs					
Other Costs	One set of tires per unit, 4 x $200 X 6				$4,800.00
				Total Operational Cost Estimate	**$41,520.00**

*NOTE: Estimate either for fuel or mileage, not both.

FILL IN SHADED FIELDS ONLY

4. NUMBER OF MONTHS IN THE GRANT PERIOD: 6

5. TOTAL AMOUNT OF APPLICATION

	Total Grant
a. Personnel Estimate	$201,251.53
b. Travel & Per Diem Estimate	$0.00
c. Operational Cost Estimate	$41,520.00
Total Expenses	**$242,771.53**

Form A-4
(01/08)

RESOLUTION

WHEREAS, The Hidalgo County Commissioners' Court finds it in the best interest of the citizens of Hidalgo County Texas that the **Local Border Security Program 2010/11 (LBSP 10/11)** be operated for the period of **April 1st, 2011 through August 31st , 2011**; and

WHEREAS, Hidalgo County Commissioners' Court understands that there is no matching fund requirement for the said project; and

WHEREAS, Hidalgo County Commissioners' Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioners' Court designates Hidalgo County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of Hidalgo County.

NOW THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court approves submission of the grant application for the **Local Border Security Program 2010/11 (LBSP 10/11)** to the Office of the Governor, Criminal Justice Division.

Passed and Approved by Commissioners' Court on February 8th, 2011,

Signed by:

_____
Ramon Garcia
Hidalgo County Judge

_____
Joel Quintanilla
Commissioner, Pct. # 1

_____
Hector "Tito" Palacios
Commissioner, Pct. # 2

_____
Joe M. Flores
Commissioner, Pct. # 3

_____
Joseph Palacios
Commissioner, Pct # 4

BORDER STAR II
SUB GRANTEE CHECKLIST

I. APPLICATION PACKAGE:

___A-4 Due at TBSC – February 11, 2011
Two forms one for Peace Officers
One for Administrative, Dispatcher, Jailers, Augmentees

The following may start preparation but we must be awarded the grant first, therefore we need the A-4s to submit the overall grant prior to your sub grant.

___ Resolution from County

___A-1 Application

___A-2 Designation of Grant Officials
Authorizing Official is County Judge
GPO and GFO are determined by your jurisdiction

___A-3 Application for State Assistance

___A-5 State Uniform Administration Requirement for Grants

___ Vendor Direct Deposit Form

II. RIEMBURSEMENT FORMS:

R-1 Invoice: Send to Texas Border Sheriff's Coalition

R-2 Individual Time Report

R-3 Personnel Summary

R-4 Travel Expenses

R-5 Operation Mileage Expenses

R-6 Operating Expenses

III. OPERATIONAL REQUIRED REPORTING:

BIAR

DAILY INPUT FORM

DAILY ASSET LAYDOWN

Emphasis on SOUTHBOUND

AI-25110 **9.B.**

Bioterrorism Contract Amendment

CC REGULAR

Date:	02/08/2011
Submitted By:	Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Mike Escaname
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Requesting approval of accept the attached CPS-Bioterrorism Prepardness grant contract #2010-035706, Amendment No. 001A. The purpose of this Amendment is to revise contract end date to align with the end of the federal project period per federal guidance. The original contract term of 08/01/2010 through 07/31/2012 is revised to 08/01/2010 through 07/31/2011.

BACKGROUND

The original grant contract #2010-035706, 001 was accepted by Commissioner's Court on 07/27/2010 through AI-22105.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1293-441-00-340-013-2-xxx

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

BUDGETARY IMPACT:

No fiscal impact. Revise contract end date.

Attachments

Link: Contract Page

Link: Budget Page

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/01/2011 04:11 PM	APRV
2	Manuel Chapa	Manuel Chapa	02/03/2011 08:39 AM	APRV
3	Auditor's Office		02/04/2011 05:09 PM	NEW

Form Started By: Mike Escaname Started On: 02/01/2011 11:06 AM

Final Approval Date: 02/04/2011

DEPARTMENT OF STATE HEALTH SERVICES

Amendment
To

The Department of State Health Services (DSHS) and HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT (Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to Contract # 2010-035706 (Contract) in accordance with this Amendment No. 001A : CPS-BIOTERRORISM PREPAREDNESS, effective 01/18/2011 .

The purpose of this Amendment is to revise contract end date to align with the end of the federal project period per federal guidance.

Therefore, DSHS and Contractor agree as follows:

CONTRACT TERM is revised as follows: 08/01/2010 THRU: ~~**07/31/2012**~~ **07/31/2011**

PROGRAM ATTACHMENT NO. is changed from ~~**001**~~ to **001A**

SECTION VI. BILLING INSTRUCTIONS, is replaced in its entirety with the following:

Contractor shall request payment by submitting the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Contractor shall submit the Match/Reimbursement Certification (Form B-13A) and the Financial Status Report (FSR-269A) on a quarterly basis. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13), Match/Reimbursement Certification Form (Form B-13A), and Financial Status Report to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET, the attached Categorical Budget is being revised to reflect due date of final Financial status report as follows:

Financial status reports are due: 11/30/2010, 03/02/2011, 05/30/2011, ~~**08/30/2011, 11/30/2011, 03/01/2012, 05/30/2012, 10/01/2012**~~ **09/29/2011**

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Department of State Health Services

Signature of Authorized Official

Date: _____

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

Contractor

Signature of Authorized Official

Date: _____

Name: _____

Title: _____

Address: _____

_____

Phone: _____

Email: _____

DEPARTMENT OF STATE HEALTH SERVICES

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

CATEGORICAL BUDGET CHANGE REQUEST

DSHS PROGRAM: CPS-BIOTERRORISM PREPAREDNESS
CONTRATOR: HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
CONTRACT NO: 2010-035706
CONTRACT TERM: 08/01/2010 THRU: 07/31/2011
BUDGET PERIOD: 08/01/2010 THRU: 07/31/2011 CHG: 001A

DIRECT COST (OBJECT CLASS CATEGORIES)			
	Current Approved Budget (A)	Revised Budget (B)	Change Requested
Personnel	$496,012.00	$496,012.00	$0.00
Fringe Benefits	$149,175.00	$149,175.00	$0.00
Travel	$6,713.00	$6,713.00	$0.00
Equipment	$0.00	$0.00	$0.00
Supplies	$3,127.00	$3,127.00	$0.00
Contractual	$0.00	$0.00	$0.00
Other	$12,734.00	$12,734.00	$0.00
Total Direct Charges	$667,761.00	$667,761.00	$0.00
INDIRECT COST			
Base ($)	$0.00	$0.00	$0.00
Rate (%)	0.00%	0.00%	0.00%
Indirect Total	$0.00	$0.00	$0.00
PROGRAM INCOME			
Program Income	$0.00	$0.00	$0.00
Other Match	$60,705.00	$60,705.00	$0.00
Income Total	$60,705.00	$60,705.00	$0.00
LIMITS/RESTRICTIONS			
Advance Limit	$0.00	$0.00	$0.00
Restricted Budget	$0.00	$0.00	$0.00
SUMMARY			
Cost Total	$667,761.00	$667,761.00	$0.00
Performing Agency Share	$60,705.00	$60,705.00	$0.00
Receiving Agency Share	$607,056.00	$607,056.00	$0.00
Total Reimbursements Limit	$607,056.00	$607,056.00	$0.00
JUSTIFICATION			
This amendment is to revise contract end date to align with the end of the federal project period per federal guidance.			

Financial status reports are due: 11/30/2010, 03/02/2011, 05/30/2011, 09/29/2011

AI-25095 **9.C.**

Business Associate Agreement Between DHR and Hidalgo County HHS

CC REGULAR

Date:	02/08/2011
Submitted By:	Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Dairen Sarmiento
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Approval of Business Associate Agreement between Doctors Hospital at Renaissance, LTC and Hidalgo County Health and Human Services.

BACKGROUND

This is a follow up agreement required by DHR to be in compliance with HIPAA.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/01/2011 09:38 AM	APRV
2	Manuel Chapa	Manuel Chapa	02/03/2011 09:21 AM	APRV
3	Auditor's Office		02/04/2011 05:09 PM	NEW

Form Started By: Dairen Sarmiento — Started On: 01/31/2011 10:27 AM

Final Approval Date: 02/04/2011

BUSINESS ASSOCIATE AGREEMENT
BETWEEN
DOCTORS HOSPITAL AT RENAISSANCE, LTD.
AND
HIDALGO COUNTY HEALTH & HUMAN SERVICES

This Agreement is effective the ____ day of _____, 20___, by and between **Doctors Hospital at Renaissance, LTD.** (hereinafter "DHR") and **Hidalgo County Health & Human Services** (hereinafter "Business Associate"). DHR and Business Associate may be individually referred to as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, DHR and Business Associate entered into an agreement entitled Contract for Out stationed Assigned Specialists in Health Care Facilities and dated January 1, 2011 ("the Contract") under which Business Associate contracted to provide out stationed County employed eligibility specialists at DHR facilities for purpose of providing eligibility determination services (collectively "Services") to DHR, and in the continued performance of these Services may create, receive, use, disclose, or have access to protected health information; and

WHEREAS, DHR acknowledges that it is a "Covered Entity" and Business Associate acknowledges and agrees that it may be a "Business Associate" as those terms are defined under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and its implementing regulations, specifically 45 C.F.R. § 160.103; and

WHEREAS, DHR and Business Associate mutually desire to outline their individual responsibilities with respect to the use and/or disclosure, safeguarding, and transmission of Protected Health Information ("PHI") and electronic Protected Health Information (ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164; and

WHEREAS, DHR and Business Associate understand and agree that the Rules require that a "Covered Entity" and "Business Associate" enter into this Agreement, as required by 45 C.F.R. § 164.314(a) and 45 C.F.R. § 164.504(e), respectively, and that this Agreement is intended to satisfy these obligations and will govern the terms and conditions under which such PHI and/or ePHI may be used and/or disclosed and safeguarded by Business Associate.

NOW, THEREFORE, in consideration of the Parties' continuing obligations under the Contract, in compliance with the Rules, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the obligations imposed by the Rules, and to protect the interests of the Parties.

I.
DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. Parts 160-164 and HITECH (defined below), as applicable:

a. **Breach** shall have the same meaning as the term "breach" in Section 13400 of the HITECH Act and shall include the unauthorized acquisition, access, use or disclosure of PHI that compromises the security or privacy of such information. In this context, "compromises the security or privacy" means there is a significant risk of financial, reputational, or other harm to the individual".

b. **Compliance Date** shall mean, in each case, the date by which compliance is required under the referenced provision of HITECH.

c. **Designated Record Set** shall have the same meaning given such term in 45 C.F.R. § 164.501.

d. **Electronic Protected Health Information (ePHI)** shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103 and HITECH and includes Protected Health Information transmitted by, or maintained in, electronic media.

e. **HITECH** shall mean the Health Information Technology for Economic and Clinical Health Act, which is Title XIII Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. Law No. 111-5 and its implementing regulations.

f. **Individual** shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

g. **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E.

h. **Protected Health Information (PHI)** shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created or received by Business Associate from or on behalf of DHR.

i. **Secretary** shall mean the Secretary of the Department of Health and Human Services or his/her designee.

j. **Security Rule** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, subpart C.

k. **Unsecured Protected Health Information (unsecured PHI)** shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in Section 13402(h) of the HITECH Act. This shall include PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of either the encryption method or the destruction method, as defined in Department of Health and Human Services ("HHS") guidance published on April 27, 2009 (74 FR 19006) and modified by guidance published on August 24, 2009 (74 FR 42740).

II.
OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate agrees to use or disclose PHI only as permitted or required by this Agreement or as required by law and in compliance with each applicable requirement of 45 C.F.R. § 164.504(e).

b. Business Associate agrees to (i) implement and use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this Agreement or the Contract including but not limited to administrative, physical, and technical safeguards; (ii) document and keep such safeguards current; (iii) reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, maintains, or transmits on behalf of DHR; and (iv) as of the Compliance Date of 42 U.S.C. § 17931, comply with the Security Rule requirements set forth in 45 C.F.R. §§ 164.308, 164.310,164.312, and 164.316. Business Associate acknowledges that the additional requirements of HITECH that relate to security and privacy

that apply to DHR also will apply to Business Associate and are incorporated into this Agreement by reference.

c. Business Associate agrees to use reasonable efforts to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement or the Contract.

d. Business Associate agrees to immediately report to DHR (i) any use or disclosure of PHI not provided for by this Agreement or the Contract of which it becomes aware; (ii) any Security Incident or Breach affecting Unsecured PHI of DHR of which it becomes aware; and (iii) without unreasonable delay and in no case later than sixty (60) calendar days after discovery of any Breach of any Unsecured PHI in accordance with the Security breach notification requirements set forth in 42 U.S.C. § 17932 as of its Compliance Date. Business Associate shall coordinate efforts with DHR to notify affected Individuals about any non-permitted or violating use or disclosure of PHI and, to the extent possible or available, Business Associate shall provide DHR with the following information:

i. The identification of the individual(s) whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired or disclosed during the Breach;
ii. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach;
iii. A description of the types of Unsecured PHI that were involved in the Breach (such as whether the full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
iv. Any steps individuals who were subjects of the Breach should take to protect themselves from potential harm that may result from the Breach;
v. A brief description of what the Business Associate is doing to investigate the Breach, to mitigate the harm to individuals, and to protect against further Breaches; and
vi. Contact procedures for individuals to ask questions or learn additional information; including a toll free telephone number, an email address, Web site, or postal address.

Business Associate may utilize attached form Exhibit A to satisfy the notification requirement provided above.

e. Business Associate agrees (i) to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of DHR agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to that information, and (ii) to the extent that Business Associate provides ePHI to an agent, including a subcontractor, ensure that the agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect that information.

f. To the extent that Business Associate maintains a Designated Record Set on behalf of DHR, Business Associate agrees to provide access, at the request of DHR, and in the time and manner mutually agreed, to PHI in that Designated Record Set, to DHR or, as directed by DHR, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.

g. To the extent that Business Associate maintains a Designated Record Set on behalf of DHR, Business Associate agrees to make any amendment(s) to PHI in that Designated Record Set that DHR directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of DHR or an Individual, and within thirty (30) days of receiving written request from DHR.

h. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or

received by Business Associate on behalf of, DHR available to the Secretary, in a time and manner mutually agreed or designated by the Secretary, for purposes of the Secretary determining DHR's compliance with the Rules.

i. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for DHR to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and, as of its Compliance Date, in accordance with the requirements for accounting for disclosures made through an Electronic Health Record in 42 U.S.C. § 17935(c). Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to any request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Business Associate maintains an Electronic Health Record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI and, if known, the address of the entity or person, (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose for the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

j. Business Associate agrees to provide to DHR or, when directed in writing by DHR, directly to an Individual, within fifteen (15) days of receiving written request from DHR, information collected in accordance with Section II.i of this Agreement, to permit DHR to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and, as of its Compliance Date, in accordance with the requirements for accounting for disclosures made through an Electronic Health Record in 42 U.S.C. § 17935(c).

k. Business Associate shall not disclose PHI to a health plan, for payment or health care operation purposes, IF the patient has requested this restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates in accordance with 42 U.S.C.§ 17935 as of its Compliance Date.

l. In the event that Business Associate, in connection with the Services provided pursuant to the Contract, uses or maintains an Electronic Health Record of information of or about an Individual, then the Business Associate shall provide an electronic copy (at the request of DHR, and in the time and manner designated by DHR) of the PHI, to DHR or, as directed by DHR, to an Individual or a third party designated by the Individual, all in accordance with 42 U.S.C. § 17935(e) as of its Compliance Date.

m. Business Associate shall request, use and/or disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; provided that Business Associate comply with 42 U.S.C. § 17935(b) as of its Compliance Date.

n. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI in compliance with 42 U.S.C. § 17935(d) as of its Compliance Date, except with the prior written consent of DHR and as permitted by HITECH; however, this prohibition shall not affect payment to Business Associate for Services provided pursuant to the Contract.

o. Business Associate shall not make or cause to be made any (marketing) communication about a product or service that encourages recipients of the communication to purchase or use the product or service as prohibited by 42 U.S.C. § 17936(a) as of its Compliance Date.

p. Business Associate shall not make or cause to be made any written fundraising communication that is prohibited by 42 U.S.C. § 17936(b) as of its Compliance Date.

III.
PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. General Use and Disclosure Provision

Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, DHR as specified in the Contract, provided that, except as set forth in Section III.b, such use or disclosure would not violate the Rules if done by DHR.

b. Specific Use and Disclosure Provisions

i. Except as otherwise limited in this Agreement, Business Associate may use or disclosure PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate
   i. "legal responsibilities" of Business Associate shall mean responsibilities imposed by law or regulation but (unless otherwise expressly permitted by DHR) shall not mean obligations Business Associate may have assumed pursuant to contracts, agreement, or understandings with entities other than DHR.

ii. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are made in connection with Services, and the law requires such disclosure, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

iii. On behalf of DHR, Business Associate may de-identify any and all PHI obtained by Business Associate under this Agreement, and use such de-identified data on Business Associate's own behalf for any lawful purpose, all in accordance with the de-identification requirements of the Privacy Rule.

iv. Except as otherwise limited to this Agreement, Business Associate may use PHI to provide Data Aggregation services to DHR as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
   i. "Data aggregation" shall mean the combining of PHI by Business Associate with the PHI received by Business Associate with the PHI received by Business Associate in its capacity as a Business Associate of another Covered Entity, to permit data analyses that relate to the health care operations of DHR or another Covered Entity.

v. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

IV.
OBLIGATIONS OF DHR

Provisions for DHR to inform Business Associate of Privacy Practices and Restrictions; Compliance Obligations:

a. DHR shall notify Business Associate of any limitation(s) in its notice of privacy practices of DHR in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI under this Agreement.

b. DHR shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI under this Agreement.

c. DHR shall notify Business Associate of any restriction on the use or disclosure of PHI to which DHR has agreed in accordance with 45 C.F.R§ 164.522 or 42 U.S.C. § 17935(a) as of its Compliance Date, to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this Agreement.

d. DHR in performing its obligations and exercising its rights under this Agreement shall use and disclose PHI in compliance with the Rules and HITECH.

V.
PERMISSIBLE REQUESTS BY DHR

DHR shall not request or require Business Associate to use or disclose PHI in any manner that would not be permissible under the Rules if done by DHR, provided that Business Associate may use or disclose PHI as set forth in Section III.b of this Agreement. DHR shall disclose or provide access to Business Associate only the minimum PHI necessary for Business Associate to perform its obligations under the Contract as required by the Privacy Rule and 42 U.S.C. § 17935(b) as of its Compliance Date.

VI.
TERM AND TERMINATION

a. Term. The Term of this Agreement shall remain in effect for a period coterminous with the Contract, subject to the obligations of Business Associate upon termination and the right of DHR to enforce those termination provisions.

b. Termination for Cause. In accordance with 42 U.S.C. § 17934(b), if either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of this Agreement then the non-breaching Party shall provide written notice of the breach or violation to the other Party that specifies the nature of the breach or violation. The breaching Party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a timely cure reasonably satisfactory to DHR, or in the event that cure is not possible, then DHR shall immediately terminate this Agreement unless neither termination nor cure is feasible, in which case DHR shall report the violation to the Secretary.

c. Effect of Termination.

i. Except as provided in Section VI.c.ii., upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from DHR, or created or received by Business Associate on behalf of DHR, including PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide DHR with notification of the conditions that make return or destruction infeasible and Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VII.
MISCELLANEOUS

a. Amendment of Contract. The Parties agree that this Agreement hereby amends and is incorporated into the Contract as of the Effective Date of this Agreement, and any reference to

the Contract on or after that date shall mean the Contract as amended by this Agreement. The terms of this Agreement will govern the use of PHI under the Contract and, except as specified herein, all other terms of the Contract will continue in full force and effect. In the event of any conflict among provisions of this Agreement and the Contract, the provisions of this Agreement will control. This Agreement supersedes all prior Business Associate Agreements between the Parties with respect to the Contract.

b. Other Confidentiality Obligations. The Parties acknowledge that this Agreement is intended to supplement any and all other confidentiality obligations that either party may have under this or any other agreement or applicable law.

c. Regulatory Reference. A reference in this Agreement to a section in the Privacy Rule, Security Rule and/or HITECH means the section as in effect or as amended.

d. Future Amendment. DHR and Business Associate agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Parties to comply with the requirements of the Privacy Rule, Security Rule, HIPAA, and HITECH. This Agreement may only be modified, or any rights under it waived, by a written agreement by both Parties. If the Parties are unable to agree on mutually acceptable amendment(s) prior to the effective date of the relevant change of law or regulation, either Party may, upon delivery of written notice to the other, terminate this Agreement and any Contract(s) effective as of such applicable statutory or regulatory effective compliance date.

e. Notice. Any notice or request for information under this Agreement shall be sent to:

DHR:

5501 S. McColl
Edinburg, TX 78539
Atten: Legal Department
Phone: (956) 362-7363
Fax: (956) 362-7436

Business Associate:

Address: 1304 South 25th Street
Edinburg, Texas 78542
Atten: Human Services Director
Phone: (956) 318-2011
Fax: _____

f. Survival. The respective rights and obligations of Business Associate under Section VI.c of this Agreement shall survive the termination of this Agreement.

g. Interpretation. The Parties agree that this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and HITECH. Any ambiguity in this Agreement will be resolved to permit both Parties to comply with the Privacy Rule, Security Rule, and/or HITECH and any current or future regulations promulgated thereunder.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed effective as of the date first written above.

Doctors Hospital at Renaissance, Ltd.

By: _____
Name: Susan Turley
Title: Chief Financial Officer
Date: _____

Hidalgo County Health & Human Services

By: _____
Name: _____
Title: _____
Date: _____

REVIEWED
DATE:

EXHIBIT A: NOTIFICATION TO DOCTORS HOSPITAL AT RENAISSANCE (DHR) OF BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

This notification is made pursuant to Section II.d of the Business Associate Agreement between **DHR** and **Hidalgo County Health & Human Services**.

Business Associate hereby notifies DHR that there has been a breach of unsecured (unencrypted) Protected Health Information (PHI) that Business Associate has used or has had access to under the terms of our underlying Contract or Business Associate Agreement.

Description of the breach: _____

_____.

Date of the breach: _____

Date of discovery of the breach: _____

Number of individuals affected by the breach: _____

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): _____

_____

_____

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: _____

_____

_____

Contact information for further questions or additional information if needed:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

Note: The Business Associate must use this form to notify DHR of any Breach of Unsecured Protected Health Information. In such event, immediately provide a copy of this completed form to (1) DHR's Legal Department and (2) DHR's Privacy Officer at:

Doctors Hospital at Renaissance, Ltd
Atten: Legal Department and Privacy Officer
5501 S. McColl
Edinburg, TX 78539

AI-25158 **10.A.**

Wireless Device Request
CC REGULAR

Date: 02/08/2011
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

Hidalgo County Judge:
Authorization to purchase a data service through the County's membership/participation (REQ # 189457) with awarded vendor AT&T for the following:

Qty:	Description:	Department:	User	Service Total:
2	Data Service	Hidalgo County Judge	Office Use	AT&T IPAD Enterprise Data Plan @ $40.00 - 26% = $29.60 each per month

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 **ACCT. #:** 1-1100-413-00-110-006-0-532
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Req# 189457 for AT&T $355.20

Attachments

Link: Request Form
Link: Requisition 189457

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/03/2011 08:00 AM	APRV
1	Budget & Management	Erika Zamora	02/03/2011 08:00 AM	APRV
2	Roland Garcia	Rolando Garcia	02/03/2011 08:56 AM	APRV
2	Roland Garcia	Rolando Garcia	02/03/2011 08:56 AM	APRV
3	Auditor's Office	Angela Garcia	02/04/2011 05:09 PM	APRV
3	Auditor's Office	Angela Garcia	02/04/2011 05:09 PM	APRV

Form Started By: Griselda Salazar Started On: 02/02/2011 04:03 PM

Final Approval Date: 02/04/2011

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other: AT&T IPAD ENTERPRISE D

DATA CARDS, BLACKBERRY or OTHER (one form per individual)

(2) Requesting employee: OFFICE USE Employee ID#_____ Signature:_____

DEPARTMENT: COUNTY JUDGE DEPT #: 110

Quantity: 2

Service: $ 29.60 /mo (x) 6 months = 355.20 Account: 1-1100-413-00-110-006-0-**532**

Service: $_____/mo (x) ____ months = 0.00 Account:_____-**619/664**

Requisition Total: 355.20 **Requisition Number:** 189457

(3) Elected Official/Department Head Authorization for Request:

Yolanda Chapa | Yolanda Chapa | 2/2/11

Signature | Print Name | Date

(4) Executive Office Authorization (Commissioner's Court Departments Only):

_____ | _____ | _____

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **SPRINT UNLIMITED DATACARD PLAN -or-**

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** AT&T IPAD ENTERPRISE DATA PLAN

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 01/21/2010

Requisition

Req # 00189457

PO #

Date: 02/02/11

Bill To: x
x

Vendor : 328626
AT&T
P.O. BOX 650661
DALLAS TX 75265-0661

Ship To: COUNTY JUDGE
100 E. CANO STREET
2ND FLOOR
EDINBURG TX 78539

Contact: Sdeleon
956-318-2600

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
6.00	MONTH	AT&T IPAD ENTERPRISE DATA PLAN	29.60	177.60
6.00	MONTH	AT&T ENTERPRISE DATA PLAN	29.60	177.60
		Account No	Encumbrance	
		1-1100-413-00-110-006-0-532	355.20	
			Freight	.00
			Total	355.20

Authorized By: _____

AI-25147 **11.A.**

Home Rehabilitation applicant approval

CC REGULAR

Date:	02/08/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Irene Montoya
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Request approval of one (1) applicant in the City of Elsa under the HOME Homeowner Occupied Housing Rehabilitation Program.

BACKGROUND

The following family is being recommended for approval to receive assistance under the HOME Homeowner Occupied Housing Rehabilitation Program: (Please see attachments)

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Dolores Barco Deferred Loan - Elderly Reconstruct	EL 25-09-03	Elsa Precinct #1	HOME 2009	The East 117.8 Ft more or less by 100 ft out of Lot 5, Block 2, North Elsa Subdivision No. 7, Hidalgo County, Texas.

The amount of assistance to the family will be determined after receipt of bids through the procurement process. Thereafter, selection of bidders will be presented to County Commissioners' Court. Funding is available through the HOME 2009 Budget. The Urban County Program staff recommends approval of applicants.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize HOME 2009 funds.

Attachments

Link: rehab applicant (Barco)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/02/2011 04:30 PM	APRV
2	Perla Lopez	Perla Lopez	02/03/2011 08:26 AM	APRV
3	Auditor's Office		02/04/2011 05:09 PM	NEW

Form Started By: Estella Webber

Started On: 02/02/2011 02:30 PM

Final Approval Date: 02/04/2011

Housing Rehab Program

ENTITY: City of Elsa

PROJECT: Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2009

SYNOPSIS:

The family is being recommended for applicant approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has been on the Countywide Waitlist since September 2009, and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Dolores Barco

Family of three (3)
Applicant's age is 85, son's age is 46 and daughter age is 53

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	$311.89
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan - Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 27,468.00
HUD Income Limits (family of 3):	$ 33,500.00

Existing Dwelling: 3 bedrooms frame home, built in 1958.

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

U.S. Department of Housing and Urban Development
San Antonio Field Office, Region VI
Office of Community Planning and Development
One Alamo Center
106 South St. Mary's Street, Suite 405
San Antonio, Texas 78205-3601
Phone (210) 475-6820 Fax: (210) 472-6825
www.hud.gov www.espanol.hud.gov

JAN 25 2011

Ms. Diana Serna, Director
Urban County Program
1916 Tesoro Boulevard
Pharr, TX 78577

Dear Ms. Serna:

SUBJECT: Approval for Request for Exception – Conflict of Interest

We reviewed the County's Request for exception on the matter pertaining to a possible conflict of interest for Maria Dolores Barco, a Homeowner Housing Rehabilitation Program applicant who is the mother of Mr. Antonio Barco, Deputy Director for the Urban County Program. Our review of the documents and statements provided by the County determined that pursuant to 24 CFR Section 92.356(e)(2) an exception to the Conflict of Interest provisions of 24 CFR 92.356 is granted. Allowing the exception will enable Ms. Barco to receive only those same benefits that others of her group are entitled to and nothing more.

As a condition to this approval the County must provide the following information to this office.

- Copy of the County's response to Atlas & Hall, L.L.P. indicating compliance with Attorney's request as stated in paragraph b & c of their letter to County dated December 1, 2010. Include all supporting documentation provided to Attorney.

- A copy of the Hidalgo County Commissioner's Court Meeting Minutes that occurred on December 21, 2010.

Please provide information requested above within 30 days from the date of this Letter. If you have any questions or comments with respect to this letter, please contact David Rios, Community Planning and Development Representative at (210) 475-6800, ext. 2314.

Sincerely,

Elva F. Garcia
Director, Community Planning
and Development

Website: www.atlashall.com

ATLAS & HALL, L.L.P.
ATTORNEYS AT LAW
P.O. BOX 3725 (78502-3725)
818 W PECAN BLVD.
MCALLEN, TEXAS 78501
TEL. (956) 682-5501 FAX (956) 686-6109

STARR COUNTY OFFICE
200 N BRITTON AVE.
RIO GRANDE CITY, TEXAS 78582
TEL. (956) 488-1896
FAX (956) 488-6482

December 1, 2010

Hidalgo County Urban County Program
Attn: Diana R. Serna, Director
1916 Tesoro Blvd.
Pharr, Texas 78577

Via Email
& United States Regular Mail

Re: Request by Hidalgo County's Urban County Program for Exception to Conflict of Interest Regulation, 24 C.F.R. § 92.356

Ladies and Gentlemen:

This opinion is being rendered pursuant to 24 C.F.R. § 92.536(d)(2) and at the request of the Hidalgo County Urban County Program ("UCP") relating to its request of the Department of Housing and Urban Development of the United States to grant UCP an exception to the provisions of paragraph (b) of 24 C.F.R. § 92.536 for the application of Ms. Maria Dolores Barco, mother of Hidalgo County Urban County Program Deputy Director, Mr. Antonio Barco.

In connection with the foregoing we have reviewed the Chapters 171 and 176 of the Texas Local Government Code and Chapters 572 and 573 of the Texas Government Code, copies of the conflict of interest provisions of the HOME Program Conflict of Interest policy, have verified with Mr. Valde Guerra, Chief Executive Officer of Hidalgo County, that Hidalgo County has no conflict of interest policies other than Chapters 171 and 176 of the Texas Local Government Code and have examined such other instruments and documents which we have deemed necessary or advisable to examine for the purpose of this opinion. With respect to such examination, we have assumed that the statements of fact made in all such documents and instruments are true, accurate and complete.

Based on the foregoing, and having due regard for such legal considerations as we deem relevant, and subject to the limitations and assumptions set forth herein, including without limitation the matters set forth in the last two (2) paragraphs hereof, we are of the opinion that:

1. To the best of our knowledge, the approval of the application of Ms. Maria Dolores Barco, mother of Hidalgo County Urban County Program Deputy Director, Mr. Antonio Barco, for the UCP Owner-Occupied Rehabilitation Program by the County of Hidalgo Commissioner's Court (the "Court") would not violate Texas state or local laws, assuming the following conditions or

actions are met and taken in connection with before application approval by the Court:

a. Receipt by the UCP of the exception to 24 C.F.R. § 92.536(b) by the Department of Housing and Urban Development (the "Exception");

b. Upon receipt of the Exception, Mr. Antonio Barco shall file with the official record keeper for the Court, before the vote or decision on the approval of Ms. Barco's application by the Court, an affidavit stating the nature and extent of his interest in the real property owned by Ms. Barco in accordance with Section 171.004 of the Texas Local Government Code, as amended and shall abstain from further participation in connection with this matter; and

c. Ms. Maria Dolores Barco files (or has filed) an updated conflict of interest affidavit stating her relation to Hidalgo County Urban County Program Deputy Director, Mr. Antonio Barco not later than the seventh business day from the date Ms. Barco receives or received notification by the UCP to file an updated conflict of interest affidavit in accordance with Section 176.006(d) of the Texas Local Government Code, as amended.

In rendering the opinion, we have assumed (i) the due authorization, execution and delivery by all parties of all documents that we have examined, (ii) the genuineness of all signatures on conformed copies, (iv) the legal capacity of natural persons, (v) the conformity to authentic original documents of all documents submitted to us as copies, and (vi) the enforceability of all documents against all parties thereto other than the County.

The opinions expressed herein are subject to the following limitations, qualifications, assumptions and exceptions.

We are furnishing this letter solely for your benefit at the request of the UCP. This opinion is not to be used, circulated, quoted or otherwise referred to for any other purpose, nor is it to be relied upon by any other person or entity or by you in any other context without our express written consent.

This opinion is based on and is limited to the laws of the State of Texas, and the federal laws of the United States of America. Insofar as the foregoing opinion relates to matters of law other than the foregoing, no opinion is hereby given.

This opinion is as of the date hereof, and we undertake no obligation to supplement the opinions set forth herein as facts and circumstances come to our attention or changes in the law occur which could affect such opinions.

Very truly yours,

Atlas & Hall, LLP

ATLAS & HALL, L L P

AFFIDAVIT

STATE OF TEXAS §

COUNTY OF HIDALGO §

I, Antonio Barco, certify that my mother, Maria Dolores Barco, has applied for housing rehabilitation services with the County of Hidalgo Urban County Program (UCP), where I am employed as the Deputy Director. As such, I also certify that I have no interest in her property and will abstain from any participation in connection with this matter.

I understand that the UCP Owner-Occupied Rehabilitation Program is federally funded by the US Department of Housing and Urban Development. Furthermore, I certify, that all information provided to the UCP staff is true and correct and that ***any false information given may result in the termination of Ms. Maria Dolores Barco Owner-Occupied Rehabilitation Contract including re-payment in full*** of the funds granted for the rehabilitation of the home at Lot Five (5), Block number Two (2), NORTH ELSA SUBDIVION No. (7), Hidalgo County, Texas.

WARNING: SECTION 1001 OF TITLE 18, UNITED STATES CODE PROVIDES: "WHOEVER, IN ANY MATTER WITHIN THE JURISDICTION OF ANY DEPARTMENT OR AGENCY OF THE UNITED STATES KNOWINGLY AND WILLFULLY FALSIFIES, CONCEALS OR COVERS UP. A MATERIAL FACE, OR MAKES ANY FALSE, FICTITIOUS OR FRAUDULENT STATEMENTS OR REPRESENTATIONS, OR MAKES OR USES ANY FALSE WRITING OR DOCUMENT KNOWING THE SAME TO CONTAIN ANY FALSE, FICTITIOUS OR FRAUDULENT STATEMENT OR ENTRY, SHALL BE FINED NOT MORE THAN $250,000 OR IMPRISONED NOT MORE THAN 5 YEARS, OR BOTH."

CERTIFICATION: I/We certify that the information provided to Urban County Program staff is true and correct and acknowledge my/our understanding that any intentional or negligent misrepresentation(s) of the information submitted to Urban County Program may result in civil

Antonio Barco

January 28, 2011
Date

This instrument was acknowledged before me on the 28 day of January, 2011 by Antonio Barco

IRENE MONTOYA
MY COMMISSION EXPIRES
June 22, 2013

Notary Public, State of Texas

Irene Montoya
Notary's Name (Printed)

June 22, 2013
Notary's Commission Expires

Conflict of Interest Affidavit
Countywide

Instructions: Please check below if you are related to any of the individuals listed.

County Officials:

[ ] Ramon Garcia, Hidalgo County Judge
[ ] Joel Quintanilla, Commissioner - Pct. 1
[ ] Hector "Tito" Palacios, Commissioner - Pct. 2
[ ] Joe Flores, Commissioner - Pct. 3
[ ] Joseph Palacios, Commissioner - Pct. 4
[ ] _____, Pct.

Urban County Program Staff:

[ ] Diana R. Serna, Director
[ ] Other:
[✓] Antonio Barco, Deputy Director
[ ] Steve De La Garza, Compliance Division Manager

Please check the appropriate box below. If you are related to any of the listed above, please state how the individual is related to you, if he/she is providing you with any assistance, and if he/she has any interest on your property.

[ ] **I am not** related to any of the listed elected officials or staff members.

[✓] **I am** related to the elected official or staff member so designated.

Dalores Barco 1/31/11 _____

Signature Date Signature Date

STATE OF TEXAS
COUNTY OF HIDALGO

Dalores Barco, personally appeared before me and declared that he/she signed this affidavit in the capacity designated, if any, and further states that he/she has read the above document and the statements therein contained are true.

Solely described and sworn before me this 31 Day of January, 2011.

IRENE MONTOYA
MY COMMISSION EXPIRES
June 22, 2013

_____
Notary Public, State of Texas

FORM-UCR 03-6B

AI-25149 **11.B.**

AGUA Utility District - Pct. #3 (Interlocal Agreement)

CC REGULAR

Date:	02/08/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Candace Armenta
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Hidalgo County Precinct No. 3 requests approval from Hidalgo County Commissioners' Court to enter into an Interlocal Agreement with AGUA Special Utility District, a sole source provider, in the amount of $26,022.00 to install water meters in Vallejo Subdivision located off of Volcano Road in Precinct No. 3, utilizing 2005, 2007 and 2009 (YR 18, 20 & 22) UCP Water/Sewer Improvements funding.

BACKGROUND

With the approval of this Interlocal Agreement, UCP will pay AGUA for the construction and installation of water meters on six (6) lots in Vallejo Subdivision located on Volcano Road in Peñitas, Texas. A Budget & Program amendment was approved by Hidalgo County Commissioners' Court on November 9, 2010 to use Precinct No. 3 funds to install water meters and septic tanks in Vallejo Subdivision.

AGUA Interlocal	$26,022.00	
Funds Available	$ 861.10	2005 Pct 3 Water/Sewer Improvements Line Item
	$ 4,438.90	2007 Pct 3 Water/Sewer Improvements Line Item
	$38,722.00	2009 Pct 3 Water/Sewer Improvements Line Item
	$44,022.00	

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 18 (2005), Year 20 (2007) and Year 22 (2009) Water/Sewer Improvement funds to install water meters in Vallejo Subdivision located in Precinct #3.

Attachments

Link: Interlocal Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Erika Zamora	02/02/2011 04:31 PM	APRV
2	Perla Lopez	Perla Lopez	02/04/2011 04:39 PM	APRV
3	Auditor's Office		02/04/2011 05:09 PM	NEW

Form Started By: Estella Webber Started On: 02/02/2011 02:57 PM

Final Approval Date: 02/04/2011

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY
AND AGUA SPECIAL UTILITY DISTRICT

THIS Agreement is made on this the__ day of_____,_____, by and between the **AGUA SPECIAL UTILITY 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, County is a political subdivision of the State of Texas;

WHEREAS, District is a utility district created under the laws of Texas;

WHEREAS, there is a Plat of a subdivision titled Vallejo Subdivision located on Volcano Road currently being reviewed and on file with the Hidalgo County Planning department ("Vallejo Subdivision");

WHEREAS, The County desires to contribute CDBG funds to Agua for installation and connection of water meters the lots in Vallejo Subdivision located on Volcano Road in the rural area of Hidalgo County as described in Exhibit "A";

WHEREAS, County agrees it is in its best interest to provide such contribution to Agua as described herein, and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Govt. 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;

WHEREAS, Agua and County are agreeable to these terms; and

WHEREAS, the funds will be used for the project as outlined in Exhibit "B";

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

1. County agrees to contribute CDBG funds allocated to Precinct No. 3 in the sum of Twenty-Six Thousand and Twenty Two Dollars ($26,022.00) CDBG to Agua for the construction and installation of water meters to six (6) lots in Vallejo Subdivision being all of the lots in Vallejo Subdivision located on Volcano Road in rural Hidalgo County (the "Meters").

2. Following the contribution of the CDBG funds to Agua for construction and installation of the Meters as described in Exhibit "A", the parties agree that County will be released of any and all duties imposed by this Agreement.

3. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

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

5. **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.

6. **Entire Agreement.** This Agreement contains the entire contact 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 Agua and not otherwise.

7. **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.

8. **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: Ramon Garcia, County Judge P.O. Box 758 Edinburg, Texas 78540-0758
If to Agua:	Agua Special Utility District P. O. Box 4379 Mission, Texas 78573-0075
With copy to:	Joe Flores, Commissioner, Precinct No. 3 724 North Breyfogle Mission, Texas 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.

9. **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.

10. **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.

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

12. **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 of paragraph hereof.

13. **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.

14. **Authority to Execute.** The execution and performance of this Agreement by County and the District have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and

enforceable obligations of County and the District in accordance with its terms.

15. **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.

16. **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.

17. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by Exhibit "B" attached herein.

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

AGUA SPECIAL UTILITY DISTRICT

By: _____
Francisco "Frank" Flores
It's: General Manager

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By: _____
Stephen L. Crain

EXHIBIT "A"
DESCRIPTION OF ACTIVITY

Construction and installation of water meters to all lots located in Vallejo Subdivision located on Volcano Road, a Plat of which is currently being reviewed and on file with the Hidalgo County Planning Department.

EXHIBIT "B"
BUDGET

Contribution of CDBG funds allocated to Precinct 3 in an amount not to exceed $26,022.00 from Urban County 2005, 2007 and 2009 (Year 18, 20 and 22) Water and Sewer Funds.

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. County desires to contribute CDBG funds to Agua for installation and connection of water meters to six (6) lots in Vallejo Subdivision located on Volcano Road in the rural area of Hidalgo County (the "Project") through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and Agua Special Utility District.

By vote on _____, _____, the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By: _____
Stephen L. Crain

AI-25120 **11.C.**

Amendment - Engineering Services (City of Progreso)

CC REGULAR

Date:	02/08/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting approval of an Amendment to a Professional Engineering Service contract with R. Gutierrez Engineering Corporation to increase the contract amount of $3,200.00 by $800.00 for a total amount of $4,000.00. The City of Progreso will utilize FY 2010 (Year 23) Street Improvements funds.

BACKGROUND

The Urban County Program is requesting approval of amendment to a professional services contract approved on July 7, 2002. The original contract amount of $3,200.00 included the engineering services for Shelby Street to be improved. The project was bid out in 2003, however, the bids came in over budget and due to budgetary constraints the city opted not to approve the lowest responsible bid and wait until fund became available. The city now has additional 2010 funds that have been allocated for project completion of Shelby Street. (See attached increase certification submitted by R. Gutierrez Engineering Corporation and agreed upon by the UCP.)

Original Contract Amount:	$3,200.00
Additional Amended Contract:	$ 800.00
New Contract Amount:	$4,000.00

Funds Available: $267,204.90 (FY 23-2010) City of Progreso Street Improvements

Fiscal Impact

FISCAL YEAR: ACCT. #: Urban County Funds

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

BUDGETARY IMPACT:

Proposed amendment will utilize Urban County Year 23 (2010) City of Progreso Street Improvement funds for the $800.00 increase to engineering contract.

Attachments

Link: contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Erika Zamora	02/01/2011 04:15 PM	APRV
1	Budget & Management	Erika Zamora	02/01/2011 04:15 PM	APRV
2	Perla Lopez	Perla Lopez	02/02/2011 09:44 AM	APRV
2	Perla Lopez	Perla Lopez	02/02/2011 09:44 AM	APRV
3	Auditor's Office		02/04/2011 05:09 PM	NEW
3	Auditor's Office		02/04/2011 05:09 PM	NEW

Form Started By: Estella Webber

Started On: 02/01/2011 03:18 PM

Final Approval Date: 02/04/2011

PROGRESO

Mayor Omar Vela
Mayor Pro Tem Orlando Vela
Alderman Ruben Abundiz
Alderman Charlie Vasquez
Alderman Eric Chaidez
Alderman Ray Benavides

January 31, 2011

Ms. Guadalupe Garcia
Urban County Coordinator
Hidalgo Co. UCP
Pharr, Tx.

RE: Shelby Street Engineering Fee Increase

Dear Ms. Garcia:

The Progreso City Council at a special meeting on Monday,January 31, 2011 met and approved a request by R. Gutierrez Engineering for an increase in engineering fee in the amount of $800 for services on Shelby Street.

Please place this item on the next County Commissioner's Court agenda for approval. If you may have any questions please feel free to call me at (956) 565-0241

Thank you,

Fred Espinosa

RECEIVED
JAN 31 2011
URBAN -

P.O.Box 699 Progreso, Texas 78579
Office: 956-565-0241
Fax: 956-565-1332

R. Gutierrez Engineering Corporation

January 26, 2011

Mr. Alfredo Espinoza,
City Administrator
City of Progreso
P.O. Box 699
Progreso, TX 78579

RE: Shelby Street – Request for Engineering Fee Increase
Project No. ENG01.056

Dear Mr. Espinoza:

As you know, the Shelby Street project has been on hold for several years. The City is now ready to proceed with the project some 7 years later. It will take an additional effort on our part to go back and resume work on the project. We are respectfully requesting a minor fee increase in the amount of $800 to help offset the additional costs we will be experiencing due to the interruption of work on the project.

If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

cc: Tony Barco, Hidalgo County Urban County Program
Files

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

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

5010-65-0311-5000-6500

AMENDED
Professional Services Agreement

This Agreement, entered into this **8th day of February, 2011** by and between Hidalgo County, a political subdivision of the State of Texas, joined by the **City of Progreso,** (hereinafter called the "Party") and **R. Gutierrez Engineering Corporation** duly authorized Engineer, herein acting by **Ramiro Gutierrez** (hereinafter called the "Engineer").

WITNESSETH THAT:

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

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineering in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and engineering recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Street Improvements** Account(s) **5010- 65-0311-5000-6500.** *(See Exhibit A)*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, maybe required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.

e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractors.

i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

J• Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when 3

requested.

1. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party of **City of Progreso** four (4) sets of plans and four (4) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the Engineer services or data as required such as appropriate professional interpretations 4

of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of **$4,000.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
CHANGES

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer negligence done in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

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

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

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

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

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

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

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

SECTION XVII INSURANCE

The Engineer shall obtain and keep in force during the tern]. of its engagement on the Project, the insurance as follows:

17A A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **8th day of February, 2011.** Such date being the date of the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this ___ day of _____, 2010.

_____

Engineer's Signature

Firm Name: **R. Gutierrez Engineering Corporation**

Address: **130 E. Park**

City/ST/ZIP: **Pharr, Texas 78577**

FED ID #ISS #: _____

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this the ____ day of _____ , 20_____.
by_____ _____of and on behalf of (a corporation)(a partnership)(a sole proprietorship).
(title)

_____ _____
My commission Expires Notary Public State of Texas

Urban County Program

_____ _____
Witness **Diana R. Serna, UCP Director**

AI-25170 **12.A.**

Obesity Prevention Project Grant
CC REGULAR

Date:	02/08/2011
Submitted By:	Margarita Gonzalez, WIC
Submitted For:	Norma L. Longoria, WIC Director
Department:	WIC
Agenda Category:	WIC

Information

CAPTION

Requesting authorization to apply for the following grant:
1. FY2011 Community Obesity Prevention Project from the Texas Department of State Health Services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact. No local cash match.

Attachments

Link: Grant Information

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/03/2011 11:04 AM	APRV
1	Budget & Management	Erika Zamora	02/03/2011 11:04 AM	APRV
2	Erika Zamora	Erika Zamora	02/04/2011 04:15 PM	APRV
2	Erika Zamora	Erika Zamora	02/04/2011 04:15 PM	APRV
3	Auditor's Office		02/04/2011 05:09 PM	NEW
3	Auditor's Office		02/04/2011 05:09 PM	NEW

Form Started By: Margarita Gonzalez — Started On: 02/03/2011 09:40 AM

Final Approval Date: 02/04/2011

FY 2011 Competitive Request for Proposals (RFP) for HPCDP/OBES Community Obesity Prevention Projects

Nutrition, Physical Activity and Obesity Prevention Program

http://www.dshs.state.tx.us/obesity/default.shtm

RFP #: HPCDP/OBES-0445.1
Issued: ***January 6, 2011***
Due: ***March 4, 2011***

Class/Item: 948/73

Client Services Contracting Unit (CSCU)

David L. Lakey, M.D. Commissioner

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PROPOSAL INFORMATION

I. INTRODUCTION AND DEFINITIONS

The Department of State Health Services (DSHS) *Nutrition, Physical Activity & Obesity Prevention* (NPAOP) *Program* announces the expected availability of Federal Fiscal Year (FY) 2011 funds to support the establishment of a nutrition and/or physical activity intervention model. NPAOP may fund as many as seven Texas communities for the prevention of overweight/obesity in a general or special population. Community obesity prevention projects shall implement, create, and/or advocate for community policy, systems and environmental changes consistent with obesity prevention and supported through research as evidence-based strategies (i.e., those which support healthy eating and active living). Respondents should focus on community policy and environmental changes that incorporate one or two of the following evidence-based areas as defined by the Centers for Disease Control and Prevention (CDC): nutrition; physical activity; increased access to and intake of fruits and vegetables; television/screen time reduction; and breastfeeding (please refer to the strategies on page 12 for more detailed information).

Please note: this announcement is only for non-research activities supported by CDC. If research is proposed, the application will not be reviewed.

In addition, recipients may not use any funds obligated under this award for the construction, alteration, maintenance, or repair of a public building or public works. This RFP contains the requirements that all respondents must meet to be considered for contracts under this RFP.

Failure to comply with these requirements will result in disqualification of the respondent without further consideration. Each respondent is solely responsible for the preparation and submission of a proposal in accordance with instructions contained in this RFP.

Before completing the proposal, refer to the relevant program standards provided in **SECTION II. PROGRAM INFORMATION**. Other sections within the RFP may contain additional instructions pertaining to unique program requirements set forth in legislation or regulations, etc.

PLEASE READ ALL MATERIALS BEFORE PREPARING THE PROPOSAL.

Definitions

Appendix – Additional information and/or forms that are available in the back of this solicitation document.

Budget – A financial schedule documented in the contract that describes how funds will be used and/or describes the basis for reimbursement for the provision of contracted services. Types of budget may include categorical (line item), fee for service, or lump sum payable upon receipt of a product or deliverable. ***The Budget Section is required and is posted with this RFP as a separate package on the ESBD.***

Budget Period – The duration of the budget (stated in the number of months the contract will reflect from begin date to end date of the term of the contract). Each renewal will have its own budget period.

Client Services Contracting Unit (CSCU) – Central contracting unit within DSHS that is responsible for statewide client services procurements and their certifications. CSCU oversees, coordinates, and assists the Division with client services procurement needs, issues competitive procurements, finalizes development, and executes contracts. CSCU maintains the official contract file from procurement to contract closeout.

Contract – A written document referring to promises or agreements for which the law establishes enforceable duties and remedies between a minimum of two parties. A DSHS contract is assembled using a core contract (base), one or more program attachments, and other required exhibits (general provisions, etc.).

Contract Term – The period of time during which the contract or program attachment will be effective from begin date to end, or renewal date. The contract term may or may not be the same as the budget period.

Cost Reimbursement – A payment mechanism in which funds are provided to carry out approved activities based on an approved eight -category line-item (categorical) budget. Amounts expended in support of providing services and goods, if any, in accordance with the contract terms and conditions must be billed on a monthly basis for reimbursement unless otherwise specified in the contract. Reimbursement is based on actual allowable costs incurred that comply with the cost principles applicable to the grant and subgrants.

Debarment – An exclusion from contracting or subcontracting with state agencies on the basis of cause set forth in Title 34, Texas Administrative Code, §20.105 et seq.

Deliverables – Goods or services contracted for delivery or performance.

Due Date – Established deadline for submission of a document or deliverable.

Effective Date – The date the contract term begins.

Fully Executed – When a contract is signed by each of the parties to form a legal binding contractual relationship. No costs chargeable to the proposed contract will be reimbursed before the contract is fully executed.

Indirect Costs – Costs incurred for a common or joint purpose benefiting more than one project or cost objective of respondent's organization and not readily identified with a particular project or cost objective. Typical examples of indirect costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

Program – Depending upon the context, either a coordinated group of activities carried out by DSHS, as authorized by state or federal law, for a specific purpose ("program") or DSHS staff located in a program, region, or hospital that identify and request procurement needs ("Program"). The Program partners with CSCU on procurements.

Program Attachment – An attachment to the core contract that provides details for a particular statement of work to be performed under the contract such as services to be delivered, performance measures or deliverables, funding, and reporting requirements. There may be multiple program attachments associated with a core contract. A program attachment is typically for a one-year term, with a contracting cycle made up of several one-year program attachment renewals. Program attachment is sometimes called a contract attachment.

Project – All work to be performed as a result of a contract or solicitation.

Project Period – The anticipated duration of the entire Project stated in total number of budget periods.

Respondent – A person or entity that submits a response to a solicitation. For purposes of this document, "respondent" is intended to include such phrases as "offeror", "applicant", "bidder", "responder", or other similar terminology employed by Department of Stage Health Services (DSHS), or Health and Human Service Commission (HHSC) to describe the person or entity that responds to a solicitation.

Scope of Work – A description of the services and/or goods, if any, for each service type, to be obtained as a result of a solicitation for a project period.

Statement of Work – The description of services and/or goods to be delivered by the DSHS contractor specifying the type, level and quality of service, that directly relate to program objectives.

Solicitation – The process of notifying prospective contractors of an opportunity to provide goods or services to the state (e.g., this RFP).

Special Provisions – Modifications and additions to the General Provisions for a funded program activity which are usually customized for the Program's requirements and contain provisions specific to the program attachment.

Subcontractor – A written agreement between the DSHS contractor and a third party to provide all or a specified part of the services, goods, work, and materials required in the original contract. The contractor remains entirely responsible to DSHS for performance of all requirements of the contract with DSHS. The contractor must closely monitor the subcontractor's performance. Subcontracting can be done only when expressly allowed in the program attachment.

Subrecipient – A type of contractor or subcontractor to which a subaward is made in the form of money, or property in lieu of money, to carry out all or part of the DSHS Program and that is accountable to DSHS for the use of the funds and property provided. This type of contractor may also be referred to as a subgrantee.

Reimbursement is based on actual allowable costs incurred that comply with cost principles applicable to the grants and subgrants.

A subrecipient contractor will have most of the following characteristics: a) determines who is eligible to receive what assistance, according to specified criteria; b) has performance measured against federal or state program objectives, as described in the program attachment; c) has responsibility for programmatic decision-making, and d) carries out duties to implement all or part of a program, as specified.

Supplant (verb) - To replace or substitute one source of funding for another source of funding. A recipient of contract funds under this RFP must not use the funds to pay any costs that the recipient is already obligated to pay. If a contractor, prior to responding to an RFP, had committed to provide funding for activities defined in the contract's statement of work (i.e., as represented in the RFP Budget Summary), then the contractor must provide the amount of funding previously committed in addition to the amount requested under this RFP.

Vendor Identification Number (Vendor ID No.) – Fourteen-digit number needed for any entity, whether vendor or subrecipient, to contract with the State of Texas and which must be set up with the State Comptroller's Office. It consists of a ten-digit identification number (IRS number, state agency number, or social security number) +check digit + 3 digit mail code. The VIN includes all the numbers in the TINs (defined above), including a three digit mail code for a total of 14 digits.

Work Plan - A plan that describes how services will be delivered to the eligible population and includes specifics such as what types of clients will be served, who will be responsible for the work, timelines for completion of activities, and how services will be evaluated when complete. To be an enforceable part of the contract, details from the work plan must be approved by DSHS and incorporated in the contract.

Texas Nutrition, Physical Activity and Obesity Prevention Program Definitions

Border County – DSHS Border Area is defined as the area within 100 kilometers (or 62 miles) of the Rio Grande River in the La Paz Agreement of 1986, which includes the 32 Texas Border Counties listed at the following DSHS web site for the Office of Border Health: http://www.dshs.state.tx.us/borderhealth/border_health_map.shtm
All counties must be located in the state of Texas and not Mexico.

CDC Recommended Community Strategies and Measurements to Prevent Obesity - The CDC has published a set of evidence-based, recommended strategies to encourage and support healthy eating and active living. These strategies are described in Section II.

Environmental Change Activities –Environmental changes alter or control the legal, social, economic, and physical environment affecting overweight/obesity and related chronic diseases and make it more conducive to healthier behaviors and choices related to nutrition, physical activity, television viewing/screen time, breastfeeding, etc. Examples include: mapping of trails or trail signage/mile markers; repositioning healthy

foods at a grocery store to customer eye level, etc. Please note: these funds cannot be use for construction.

Evidence-based obesity prevention – In public health and for the purposes of this proposal describes strategies or practices that are based on scientific principles that incorporate the use of data/information systems, behavioral science theory and planning models to effectively and consistently improve outcomes in short and intermediate measures impacting the likelihood of becoming overweight and obese in individuals and/or small groups of individuals. There is insufficient evidence at this time to deem public health obesity prevention *programs* as *evidence-based* since impact beyond the individual/small group level has not been consistently demonstrated. Therefore, this proposal positions communities to address obesity prevention in large community populations at the demonstration or model-level. The collection of evidence in the form of results, outcomes and population impact will be of primary importance to DSHS NPAOP as it attempts to draw conclusions from those practices that can then be replicated in other communities and/or translated to demonstration programs for future cycles of this proposal.

Policy Change Activities - Policies include laws, regulations, formal and informal rules and understandings that are adopted on a collective basis to guide individual and collective behavior. Examples include: zoning/planning for parks and other recreational areas, worksite policies that support a mother's breastfeeding needs throughout the workday, etc.

A. Eligible Respondents

Eligible respondents include public or private nonprofit, governmental entity, or businesses or for-profit entity that can meet all requirements of the RFP and must comply with the criteria listed below.

1. Respondent must be established as an appropriate legal entity as described in the paragraph above, under state statutes and must have the authority and be in good standing to do business in Texas and to conduct the activities described in the RFP.

2. Respondent must have a Texas address. A post office box may be used when the proposal is submitted, but the respondent must conduct business at a physical location in Texas prior to the date that the contract is awarded.

3. Respondent must be in good standing with the U.S. Internal Revenue Service.

4. Respondent is ineligible to apply for funds under this RFP if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs.

5. Respondent may be ineligible for contract award if audit reports or financial statements submitted with the proposal identify concerns regarding the future viability of the contractor, material non-compliance or material weaknesses that are not satisfactorily addressed, as determined by DSHS.

6. Respondent's staff members, including the executive director, must not serve as voting members on their employer's governing board.

7. Respondent must **not** be listed on the Excluded Parties List System (EPLS). In compliance with Comptroller of Public Accounts and Texas Procurement and Support Services rules, a name search will be conducted using the federal EPLS at: http://epls.arnet.gov prior to the development of a contract. No contract may be awarded to any respondent found on the EPLS system. A respondent is not considered eligible to contract with DSHS if a name match is found.

Respondent is not considered eligible to apply unless the respondent meets the eligibility conditions to the stated criteria listed above at the time the proposal is submitted. Respondent must continue to meet these conditions throughout the selection and funding process. DSHS expressly reserves the right to review and analyze the documentation submitted and to request additional documentation, and determine the respondent's eligibility to compete for the contract award.

B. Term of Contract

It is expected that the initial contract period will begin on or about ***June 30, 2011*****,** and will be made for a ***12*****--**month budget period.

This contract may be renewed up to ***two (2) additional*** one year period(s), with renewal initiated at the sole discretion of DSHS. Continued funding of the contract in future years is contingent upon the availability of funds and the satisfactory performance of the contractor during the prior contract period. Funding may vary and is subject to change each renewal period.

Contracts awarded under this RFP and any anticipated contract renewals are contingent upon the continued availability of funding. DSHS reserves the right to alter, amend or withdraw this RFP at any time prior to the execution of a contract if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the appropriations act, health and human services agency consolidations, or any other disruption of current appropriations. If a contract has been fully executed and these circumstances arise, the provisions of the Termination Article in the contract General Provisions will apply.

C. Use of Funds

In Fiscal Year ***2011 ,*** approximately ***$300,000*** is expected to be available to fund up to seven contracts that are a representative distribution throughout the state. DSHS will select an even distribution of nutrition and physical activity projects with a minimum score requirement of 75%. The specific dollar amount awarded to each successful respondent depends upon the merit and scope of the proposal and other best value considerations and is at the sole discretion of DSHS.

Funds are awarded for the purpose specifically defined in this RFP and must not be used for any other purpose. Funds may be used for personnel, fringe benefits, staff travel, contractual services, other direct costs, and indirect costs, as allowed in the budget.

Funds must not be used to supplant other local, state, or federal funds.

Please note: this announcement is only for non-research activities supported by CDC. If research is proposed, the application will not be reviewed.

Recipients may not use any funds obligated under this award for the construction, alteration, maintenance, or repair of a public building or public works

D. Schedule of Events

1.	Issue the RFP by posting to the Electronic State Business Daily (ESBD)	01/06/2011
2.	Deadline for Submitting Questions	01/20/2011
3.	Post Answers to Questions to the ESBD	01/25/2011
4.	Deadline for Submission of Proposals	03/04/2011
5.	Contract Negotiations	04/18/2011-04/29/2011
6.	Post Final Awards to the ESBD	05/13/2011
7.	Mail/Email Contract(s) to Awarded Respondent(s) for Signature	05/30/2011
8.	Anticipated Contract Begin Date	06/30/2011

DSHS reserves the right to change the dates shown above without notice.

II. PROGRAM INFORMATION

A. General Purpose and Program Goals – Scope of Work

The purpose is to support the establishment of a nutrition and/or physical activity intervention model within a Texas community for the prevention of overweight/obesity in a general or special population. Community obesity prevention projects shall implement as well as create and/or advocate for community policy, systems and environmental changes consistent with obesity prevention and supported through research as evidence-based strategies (i.e., those which support healthy eating and active living).

Community policy and environmental changes should incorporate one or two evidence-based obesity prevention target areas as defined by the CDC (and identified below) while following, no more than two (2) of the CDC's recommended strategies for obesity prevention (also specified in this section).

The evidence-based obesity prevention target areas as defined by the CDC are:

Nutrition or Breastfeeding:

- Decrease consumption of high-energy dense foods
- Decrease consumption of sugar sweetened beverages
- Increase access to and intake of fruits and vegetables
- Increase support for breastfeeding

Physical Activity:

- Television/screen time reduction
- Increase physical activity

The program goal is to establish a sustainable model for policy and environmental change through a successful process of assessment, implementation and evaluation over a twelve month grant period, with the possibility of two (2) additional, one year periods.

To be considered, applicants must address changes in policy and/or environments by using ***no more than two (2)*** of the CDC recommended strategies, in one or two evidence-based target areas, for obesity prevention (see below) to support healthy eating, physical activity, breastfeeding, or a combination:

CDC Community Evidence-Based Strategies for Obesity Prevention – The CDC has published a set of evidence-based, recommended strategies to encourage and support healthy eating and active living. Background information on these strategies can be found at:
http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5807a1.htm?s_cid=rr5807a1_e.

An implementation and measurement guide for these strategies can be found at: http://www.cdc.gov/obesity/downloads/community_strategies_guide.pdf.

These CDC strategies form the basis for this Request for Proposal and include following:

STRATEGIES TO PROMOTE THE AVAILABILITY OF AFFORDABLE HEALTHY FOOD AND BEVERAGES

1. Increase availability of healthier food and beverage choices in public service venues
2. Improve availability of affordable healthier food and beverage choices in public service venues
3. Improve geographic availability of supermarkets in underserved areas
4. Provide incentives to food retailers to locate in and/or offer healthier food and beverage choices in underserved areas
5. Improve availability of mechanisms for purchasing foods from farms
6. Provide incentives for the production, distribution, and procurement of foods from local farms

STRATEGIES TO SUPPORT HEALTHY FOOD AND BEVERAGE CHOICES

7. Restrict availability of less healthy foods and beverages in public service venues
8. Institute smaller portion size options in public service venues
9. Limit advertisements of less healthy foods and beverages
10. Discourage consumption of sugar-sweetened beverages

STRATEGY TO ENCOURAGE BREASTFEEDING

11. Increase support for breastfeeding

STRATEGIES TO ENCOURAGE PHYSICAL ACTIVITY OR LIMIT SEDENTARY ACTIVITY AMONG CHILDREN AND YOUTH

12. Require physical education in schools
13. Increase the amount of physical activity in physical education programs in schools
14. Increase opportunities for extracurricular physical activity
15. Reduce screen time in public service venues

STRATEGIES TO CREATE SAFE COMMUNITIES THAT SUPPORT PHYSICAL ACTIVITY

16. Improve access to outdoor recreational facilities

17. Enhance infrastructure supporting bicycling
18. Enhance infrastructure supporting walking
19. Support locating schools within easy walking distance of residential areas
20. Improve access to public transportation
21. Zone for mixed-use development
22. Enhance personal safety in areas where persons are or could be physically active
23. Enhance traffic safety in areas where persons are or could be physically active

STRATEGY TO ENCOURAGE COMMUNITIES TO ORGANIZE FOR CHANGE

24. Participate in community coalitions or partnerships to address obesity

Examples of considered applications could include but are not limited to the following:

Environmental Change Focus:

- Trail or park enhancement (Recipients may not use any funds obligated under this award for the construction, alteration, maintenance, or repair of a public building or public work);
- Transportation enhancements to promote walkability and bikability ;
- Reduction of portion sizes in community restaurants;
- Community and school garden development;
- Community changes that increase access to fruits and vegetables;
- Retail food initiatives that promote healthy eating; and
- Worksite breastfeeding room to promote breastfeeding among employees.

Please note – These funds cannot be used for construction.

Policy Focus:

- Formation of a food policy group to promote community policies around fruits and vegetables (i.e., incentivizing access or reducing prices of healthy foods);
- Formation of active living policy group to promote community policies that address safety factors for walkers and bikers (i.e., enforcement, street design or new development specifications);
- Zoning changes to promote active living and healthy eating; and
- Enhancement of a woman's right to breastfeed in public.

Contractors are required to conduct project activities that are CDC recommended (as mentioned above) for the prevention of obesity. Please visit the CDC website at: http://www.cdc.gov/obesity/downloads/community_strategies_guide.pdf.

Preference will be given to applicants with evidence of community readiness, determined by an assessment of existing assets and capacity within multiple sectors of the community (i.e., schools, healthcare facilities, etc.) For more information, see FORM F: COMMUNITY READINESS ASSESSMENT NARRATIVE GUIDELINES in this RFP.

Respondents must submit with their proposal signed letters of participation from potential or existing community partners who will collaborate with the applicant to carry out the proposed strategies. Respondents must submit a signed letter of participation from each community partner identified on FORM F: Assessment Narrative Guidelines, item #6. A template for letters of participation is provided in Appendix C.

B. Program Background

The Texas DSHS NPAOP Program works to reduce the burden of death and disease related to overweight and obesity in Texas. The NPAOP Program bases its activities on best practices as recommended by the CDC to perform nutrition and physical activity interventions using policy and environmental changes. Additionally, NPAOP partners with state and local organizations and communities throughout Texas to promote evidence-based interventions to prevent and control obesity and overweight.

C. Legal Authority

DSHS is authorized to enter into contracts through Texas Health and Safety Code Chapter 1001.

D. Project Development

The contractor will be required to consult with the DSHS NPAOP on a monthly basis via telephone conference and/or periodic site visit(s) for technical assistance. DSHS NPAOP staff will provide technical assistance as needed on evidence-based strategies, evaluation, implementation of policy and environmental changes, etc.

Projects will be required to submit:

- monthly reports detailing progress in accomplishing objectives in a format designed by DSHS NPAOP;
- one year end summary for each fiscal year of contract period to include summative evaluation data; and
- evaluation data and analysis to be specified by DSHS NPAOP.

All projects are also required to have and maintain procedures and tracking tools in a consistent manner to document activities, services, and outcomes, measured in reports.

Awarded contractors are encouraged to actively participate in local and regional planning activities related to the scope of this RFP. For information on local planning activities, contact your local health department or DSHS regional offices at http://www.dshs.state.tx.us/regions/default.shtm.

E. Program Requirements

Contractors are required to conduct Project activities in accordance with federal and state laws prohibiting discrimination. Guidance for adhering to non-discrimination requirements can be found on the *Health and Human Services Commission (HHSC) Civil Rights Office* website at: http://www.hhs.state.tx.us/aboutHHS/CivilRights.shtml.

Upon request, a contractor must provide the HHSC Civil Rights Office with copies of all the contractor's civil rights policies and procedures. Contractors must notify HHSC's Civil Rights Office of any civil rights complaints received relating to performance under the contract no more than 10 calendar days after receipt of the complaint. Notice must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, TX 78751
Phone Toll Free 888/388-6332
Phone: 512/438-4313
TTY Toll Free 877/432-7232
Fax: 512/438-5885

A contractor must ensure that its policies do not have the effect of excluding or limiting the participation of persons in the contractor's programs, benefits or activities on the basis of national origin, and must take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

Contractors must comply with Executive Order 13279, and its implementing regulations at 45 CFR Part 87 or 7 CFR Part 16, which provide that any organization that participates in programs funded by direct financial assistance from the U.S. Dept. of Agriculture or U.S. Dept. of Health and Human Services must not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

DSHS reserves the right to modify the Statement of Work of the contract and to incorporate Special Provisions into contracts awarded under this RFP.

III. PROCUREMENT REQUIREMENTS

A. RFP Point of Contact

For purposes of **submitting questions** concerning this RFP, the only contact is ***Vonda White, CSCU Contract Coordinator*** unless otherwise delegated by the CSCU Director. All communications concerning this RFP, must be submitted by email (preferred), mail, hand-delivery, or fax to:

Mailing Address for Regular Mail:
Vonda White, CSCU Contract Coordinator
Ref: RFP# HPCDP/OBES-0445.1
Client Services Contracting Unit MC 1886
Department of State Health Services
P.O. Box 149347
Austin, Texas 78714-9347

Physical Address for Overnight Mail or hand-delivery:
Vonda White, CSCU Contract Coordinator
Ref: RFP# HPCDP/OBES-0445.1
Client Services Contracting Unit MC 1886
Department of State Health Services
1100 W. 49th Street, Room T-502
Austin, Texas 78756

Phone and Fax Numbers:
512/458-7470 phone
512/458-7351 fax

CSCU Contact Email: *Vonda.white@dshs.state.tx.us*

Other employees and representatives of DSHS are not permitted to answer questions or otherwise discuss the contents of the RFP with any respondents or potential respondents or their representatives. Failure to observe this restriction may result in disqualification of this or other subsequent proposals. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this RFP.

Written inquiries or questions about this RFP must be received no later than the date specified in Section I.D. Schedule of Events by ***5:00 P.M. Central Standard Time (CST).*** Questions submitted after this date and time will not be answered. Questions will not be answered verbally. Questions must be submitted by email (preferred), mail, hand-delivery, or fax to the addresses or numbers above.

All questions and answers will be posted on the *Electronic State Business Daily* (ESBD) website at: *http://esbd.cpa.state.tx.us.* Postings may be made as questions are answered; however, all questions will be answered and

posted no later than 5:00 P.M. ***CST*** on the date specified in Section I D. Schedule of Events.

Below are steps to navigate the ESBD web site to view all documents posted related to this RFP including questions and answers. If you know the Agency Requisition number, skip to 1. c.

1. On the ESBD page, under the Browse heading:
    a) For the Agency Field, click Name then select Department of State Health Services from the pull down menu.
    b) For the Search Type Field, select Search Bid/Procurement Opportunities from the pull down menu.
    c) In the Agency Requisition Number field, type HPCDP/OBES-0445.1.
    d) Leave the NIGP Class – Item Number field blank.
    e) For the Order Results By field, select your preference from the pull down menu.
    f) Click the GO button.
2. All documents that are posted for this RFP will be displayed with a description of each document.
3. Click on the appropriate document or bid package to see the file.

CSCU is the point of contact with regard to all procurement and contractual matters relating to the services described herein prior to the award of any contract(s) as a result of this RFP. CSCU is the only office authorized to clarify, modify, amend, alter, or withdraw the Project requirements, terms, and conditions of this RFP.

B. Proposal Due Date

The proposal must be received on or before the following date and time: 2:00 P.M***. CST*** on the date specified in Section I. D. Schedule of Events.

C. Submission

The original proposal and **five (*5)*** additional copies must be submitted **on or before the due date to the RFP point of contact at the address specified in Section III. A. RFP Point of Contact. DSHS will not accept proposals by fax or email.**

If a proposal is sent by overnight mail or hand-delivered to the DSHS address above, the respondent should request a receipt at the time of delivery to verify the proposal was received on or before the proposal due date and time. **Hand-delivered proposals must be delivered to the room number identified in Section III. A. RFP Point of Contact**.

If a proposal is mailed, it is considered as meeting the deadline if it is delivered to the correct address as reflected in Section III. A. RFP Point of Contact and received by DSHS on or before the due date and time.

Respondents sending proposals by the United States Postal Service or commercial delivery services must ensure the carrier will be able to guarantee delivery of the proposal by the due date and time. DSHS may make exceptions only for natural disasters or catastrophes in the affected area as determined by DSHS. The respondent must submit to the RFP contact proper documentation that reflects the above exceptions before DSHS can consider the proposal as having been received by the deadline. It is the respondent's responsibility to ensure timely delivery of the proposal as required by this RFP.

Proposals that do not meet the above criteria will not be eligible for competition.

IV. PROPOSAL SCREENING AND EVALUATION

Proposals will be reviewed according to the criteria below. To maximize fairness for all proposals during review, DSHS staff may only confirm receipt of a proposal and are not permitted to discuss the proposal or its review during the review process. All proposals remain with DSHS and will not be returned to the respondent.

A. Screening Process

Proposals are initially screened for eligibility and completeness. The preliminary screening or eligibility criteria requirements include the following:

1. Proposal received on or before the proposal due date and time.
2. The original proposal bears an original signature of the authorized official of the respondent organization on Form A: Face Page.
3. Form D: Administrative Information will be used in the initial screening process. This information may be used to exclude a proposal from review at the sole discretion of DSHS.

In conducting the screening process, DSHS at its sole discretion may give respondents an opportunity to submit missing information or correct identified areas of noncompliance within a specified period of time. In such an instance, if no new information is received by the stated deadline, the proposal will be screened as is or may be disqualified from the evaluation process. Information submitted after the deadline will not be part of the evaluation.

DSHS reserves the right to waive irregularities that DSHS in its sole discretion determines to be minor. If such irregularities are waived, similar irregularities in all proposals will be waived.

PROPOSALS MAY BE EXCLUDED FROM REVIEW AND EVALUATION BASED ON THE SCREENING PROCESS OR ADMINISTRATIVE INFORMATION PROVIDED ON FORM D.

B. Evaluation Process

Proposals that successfully pass the initial screening will be evaluated by an evaluation team consisting of subject matter experts in the areas of chronic disease and obesity prevention, nutrition, physical activity, policy and environmental change, and community interventions using the standard evaluation criteria and scoring values as outlined below.

Each application will be reviewed by three (3) members of the review team, who will give the applications a numeric score. Prior to the receipt of proposals, DSHS will establish a review process. Applications will be reviewed and scored using a standardized scoring instrument.

Contracts will be awarded on a competitive basis based on the merit and scope of the proposal and other best value considerations. DSHS may select up to six non-border community finalists and at least one border community finalist. Consideration will be given to statewide representation. If no border community applies, or meets the required minimum score of 75 percent, up to seven non-border communities may be selected.

Proposals deemed ineligible for funding by a review team may not be considered. The specific dollar amount awarded to each successful respondent will depend upon the merit and scope of the proposal and other best value considerations. Not all respondents who are deemed eligible to receive funds are assured of receiving an award. In the event that less than the expected total number of proposals apply or are selected, the funding allotted for each selected respondent may be increased at the discretion of DSHS and based on the merit and scope of the selected proposals.

In the event an item of non-compliance appears in a significant number of proposals, suggesting a possible lack of clarity in the RFP, DSHS at its sole discretion, may give all respondents an opportunity to correct the identified areas of noncompliance within a specified period of time. In such an instance, if no new information is received by the stated deadline, the proposal will be evaluated as is. Information submitted after the deadline will not be part of the evaluation.

C. Evaluation Criteria

For all applicants, the proposal sections will be weighted as follows:

Proposal Components	Value
FORM F: Assessment Narrative	***16%***
FORM G: Performance Measures	***26%***
FORM H: Work Plan	***30%***
APPENDIX A: Budget (All forms)	***7%***
APPENDIX B: Evidence of Readiness	***21%***

Total	**100% maximum**

D. Preference

Preference will be given to applicants with evidence of community readiness, determined by an assessment of existing assets and capacity within multiple sectors of the community (i.e., schools, healthcare facilities, etc.) For more information, see FORM F: COMMUNITY READINESS ASSESSMENT NARRATIVE GUIDELINES in this RFP.

Respondents must submit with their proposal signed letters of participation from potential or existing community partners who will collaborate with the applicant to carry out the proposed strategies. Respondents must submit a signed letter of participation from each community partner identified on FORM F: Assessment Narrative Guidelines, item #6. A template for letters of participation is provided in Appendix C.

E. Selection, Negotiation, and Award

Funding awards will be based on evaluation scores, availability of funds, area/community need or other factors, and the best interest of the State in providing services under this RFP*.*

Successful respondents are expected to achieve a score of at least **75 percent.** Proposals with a score less than indicated above may not be considered. The specific dollar amount awarded to each successful respondent will depend upon the merit and scope of the proposal and other best value considerations. Not all respondents who are deemed eligible to receive funds are assured of receiving an award.

In addition to consideration of scores and other best-value factors, funding decisions may be made to ensure:

- Representation of nutrition- and physical activity-related projects across communities, including a varied type of selected strategies,
- Geographic distribution of funded projects,
- Inclusion of communities of varying sizes, including rural, suburban, and urban communities,
- Inclusion of populations disproportionately affected by obesity and associated risk factors.

The final funding amount and the provisions of the contract will be determined at the sole discretion of DSHS staff.

Any exceptions to the requirements in the RFP sought by the respondent must be specifically detailed in writing by the respondent on Form L: Exception Form in this proposal submitted to DSHS for consideration. DSHS will accept or reject each proposed exception.

CSCU will post to the ESBD a list of respondents whose proposals are selected for **final** award **following successful** negotiations. This posting does not constitute DSHS's agreement with all the terms of any respondent's proposal and does not bind DSHS to enter into a contract with any respondent whose award is posted.

Once award decisions are recommended, DSHS staff will enter into negotiations with the recommended respondents. Respondents selected for contract negotiations will be contacted by DSHS staff to negotiate the proposed funding amounts, request revisions necessary to the budget and any other forms, to discuss financial controls, and to confirm readiness in order to obtain the needed client services within the framework of the goals of the NPAOP Program and available funds. As funds are never unlimited, it is expected that the respondent(s) selected for contract awards may be asked to revise the budgets, as well as the goals and objectives of their proposals in order to achieve the NPAOP Program goals within available funding limits. This process is commonly referred to as contract negotiation. Respondent must submit written revisions reflecting negotiated changes. Respondents will have a set amount of time in which to make revisions and return revised documents to DSHS in order to be considered for an award. Respondents failing to meet prescribed deadlines will not be awarded a contract. If negotiations and needed revisions are acceptable to DSHS, DSHS, at its sole discretion, may enter into contract(s) with respondent(s).

V. DSHS ADMINISTRATIVE INFORMATION

A. Rejection of Proposals

1. DSHS reserves the right to reject any or all proposals and is not liable for any costs incurred by the respondent in the development or submission of the proposal.

2. Any attempt by an employee, officer, or agent of the respondent to influence the outcome of DSHS' review through contact with any Commissioner or staff member of DSHS or other Texas Health and Human Services agency will result in rejection of the proposal.
3. Any material misrepresentation in a proposal submitted to DSHS will result in rejection of the proposal.
4. Form D: Administrative Information. Information supplied on this form will be used in the screening, evaluation, and/or rejection of any proposal.
5. Proposals may be rejected for failure to meet screening criteria or respondent eligibility criteria.

B. Right to Amend or Withdraw RFP

DSHS reserves the rights to alter, amend, or modify any provisions of this RFP or to withdraw this RFP at any time prior to the execution of a contract if it is in the best interest of DSHS and the State of Texas. The decision of DSHS is administratively final. Amendment or notice of withdrawal of the RFP will be posted to the ESBD.

C. Authority to Bind DSHS

For the purposes of this RFP, the Commissioner of DSHS, Assistant Commissioner, Chief Financial Officer or Chief Operating Officer, CSCU Director, or the employee designated through commissioner's directive relating to line of authority (CD-2005.02) to act in place of one of those employees is granted the signature responsibility of that employee are the only individuals who may legally commit DSHS to the expenditure of public funds under the contract. No costs chargeable to the proposed contract will be reimbursed before the contract is fully executed.

D. Financial and Administrative Requirements

General Provisions

1. All contractors under this RFP must comply with the *DSHS General Provisions* posted on the ESBD with this RFP. The General Provisions are also located at: http://www.dshs.state.tx.us/grants/gen-prov.shtm.

   Respondent is not required to return the General Provisions or DSHS Assurances and Certifications with their proposal. By signing the Form A: Face Page, respondent is agreeing to abide by the referenced General Provisions and DSHS Assurances and Certifications.

2. All contractors under this solicitation must comply with applicable cost principles, audit requirements, and administrative requirements. Form K. Financial Management and Administrative Questionnaire is required and may be discussed during contract negotiations.

Additional requirements on basic accounting and financial management systems are found in *DSHS Contractor Financial Procedures Manual.* Copies of the procedures manual are available online at http://www.dshs.state.tx.us/contracts/docs/cfpm.doc. *OMB Circulars* may be found at: http://www.whitehouse.gov/omb/circulars/.

3. All DSHS contractors are required to maintain a financial management system that will identify the receipt and expenditure of funds separately for each DSHS contract and/or program attachment and will record expenditures by the budget cost categories in the approved budget for a cost reimbursement program attachment. This requires establishing within the chart of accounts and general ledger, a separate set of accounts for each program attachment. In order to ensure the fiscal integrity of accounting records, the contractor must use an accounting system that does not permit overwrite or erasure of transactions posted to the general ledger. .

4. Electronic and Information Resources Accessibility: The respondent must represent and warrants that the technology provided to DSHS is in compliance with the State of Texas accessibility requirements for electronic and information resources as specified in 1 Texas Administrative Code Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. The respondent must provide Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate the product/service accessibility information is available from the *General Services Administration 'Buy Accessible Wizard' (BAW).* Respondents not listed with the BAW or supplying a URL to their VPAT must provide DIR a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the BAW or VPAT is located at: http://www.section508.gov.

E. Contracting with Subcontractors

The selected contractor **may** enter into contracts with subrecipient subcontractors unless restricted or otherwise prohibited in a specific Program Attachment(s). Prior to entering into an agreement equaling or exceeding $100,000, Contractor shall obtain written approval from DSHS. The contractor is responsible to DSHS for the performance of any subcontractor or sub-grantee.

If the selected respondent enters into contracts with subcontractors, the documents must be in writing and must comply with the requirements

specified in articles of the General Provisions posted on the ESBD in conjunction with this RFP.

F. Contract Award Protest Policy

Respondents who feel aggrieved in connection with a contract award based on this RFP, must submit a written protest according to Title 25, Part 1, Chap. 4, Subchapter A, §4.1 – Contract Protest which, is located at: Protest Procedures for Client Services Competitive Procurements

The protest should be mailed or faxed to:

Contract Oversight and Support Section
Attention: Protest Coordinator
MAILCODE 1326
P.O. Box 149347
Austin, TX 78714-9347
Fax: 512/458-7202

CONTENT AND PREPARATION

VI. PROPOSAL CONTENT

A. Instructions for Preparation

The proposal must be developed and submitted in accordance with the instructions outlined in this section. The proposal should meet the following stylistic requirements:

- All pages clearly and consecutively numbered;
- Original and ***5*** additional copies unbound, but secured with binder clips or rubber bands;
- Typed (computer or typewriter);
- No less than single-spaced;
- No less than12-point font on 8 1/2" x 11" paper with 1" margins***;***
- Black print on white paper;
- Blank forms provided in **SECTION VII. BLANK FORMS AND INSTRUCTIONS** must be used (electronic reproduction of the forms is acceptable; however, all forms must be identical to the original form(s) provided); do not change the font used on forms provided.
- Signed in ink by an authorized official (copies must be signed but need not bear an original signature);
- Envelope/package containing the proposal must clearly identify the respondent's legal name and mailing address as reflected on Form A: Face Page.
- Envelope/package containing the proposal must clearly identify the name and number of the RFP as reflected on the cover page of this RFP.
- An electronic disc copy must be included***.***

Specific instructions for each required section are provided. Instructions for completing forms are found on each form.

B. Confidential Information

The respondent must clearly designate any portion(s) of this proposal that contains confidential information and state the reasons the information should be designated as such. **Marking the entire proposal as confidential will be neither accepted nor honored**. If any information is marked as confidential in the proposal, DSHS will determine whether the request for exemption will be honored from disclosure under the Public Information Act, Texas Government Code, Chapter 552. If it constitutes an exception, and if a request is made by any other entity or individual for the information marked as confidential, the information will be forwarded to the Texas Attorney General along with a request for a ruling on its confidentiality. Respondents

are advised to consult with their legal counsel regarding disclosure issues and to take the appropriate precautions to safeguard trade secrets or any other confidential information. Following the award of any contract, proposals to this RFP are subject to release as public information unless any proposal or specific parts of any proposal can be shown to be exempt from disclosure under the Public Information Act, Texas Government Code, Chapter 552.

C. Table of Contents

THE PROPOSAL SHOULD INCLUDE A TABLE OF CONTENTS AND BE ORGANIZED AND ARRANGED IN THE FOLLOWING ORDER:

Form A: Face Page - Proposal for Financial Assistance

Form B: Proposal Table of Contents and Checklist

Form C: Contact Person Information

Form D: Administrative Information – attach required information

Form E: Respondent Background

Form F: Assessment Narrative

Form G: Performance Measures

Form H: Work Plan

Form I: Child Support Certification

Form J: Financial Management and Administration Questionnaire

Form K: Exceptions Form

Appendix A: Budget – Budget Section forms and instructions are posted separately on ESBD

Appendix B: Evidence of Readiness

Appendix C: Letters of Participation

VII. BLANK FORMS AND INSTRUCTIONS

Department of State Health Services

FORM A: FACE PAGE

Proposal for Financial Assistance [RFP# HPCDP/OBES-0445.1]

This form requests basic information about the respondent and project, including the signature of the authorized representative. The face page is the cover page of the proposal and must be completed in its entirety.

RESPONDENT INFORMATION

1) LEGAL BUSINESS NAME:

2) MAILING Address Information (include mailing address, street, city, county, state and zip code): **Check if address change** ☐

3) PAYEE Name and Mailing Address (if different from above): **Check if address change** ☐

4) DUNS Number (9-digit) required if receiving American Recovery and Reinvestment Act of 2009 (ARRA) funds:

5) Federal Tax ID No. (9 digit), **State of Texas Comptroller Vendor ID No.** (14 digit) or **Social Security Number** (9 digit):

The respondent acknowledges, understands and agrees that the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.

6) TYPE OF ENTITY (check all that apply):

☐ City	☐ Nonprofit Organization*	☐ Individual
☐ County	☐ For Profit Organization*	☐ Federally Qualified Health Centers
☐ Other Political Subdivision	☐ HUB Certified	☐ State Controlled Institution of Higher Learning
☐ State Agency	☐ Community-Based Organization	☐ Hospital
☐ Indian Tribe	☐ Minority Organization	☐ Private
	☐ Faith Based (Nonprofit Org)	☐ Other (specify): _____

**If incorporated, provide 10-digit charter number assigned by Secretary of State:*

7) PROPOSED BUDGET PERIOD: **Start Date:** **End Date:**

8) COUNTIES SERVED BY PROJECT:

9) AMOUNT OF FUNDING REQUESTED:

10) PROJECTED EXPENDITURES

Does respondent's projected federal expenditures exceed $500,000, or its projected state expenditures exceed $500,000, for respondent's current fiscal year (excluding amount requested in line 9 above)? **

Yes ☐ No ☐

***Projected expenditures should include anticipated expenditures under all federal grants including "pass through" federal funds from all state agencies, or all anticipated expenditures under state grants, as applicable..*

11) PROJECT CONTACT PERSON

Name:
Phone:
Fax:
Email:

12) FINANCIAL OFFICER

Name:
Phone:
Fax:
Email:

The facts affirmed by me in this proposal are truthful and I warrant the respondent is in compliance with the assurances and certifications contained in **APPENDIX A: DSHS Assurances and Certifications**. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the respondent and I (the person signing below) am authorized to represent the respondent.

13) AUTHORIZED REPRESENTATIVE **Check if change** ☐

Name:
Title:

14) SIGNATURE OF AUTHORIZED REPRESENTATIVE

15) DATE

Phone: Fax: Email:	

FORM A: FACE PAGE INSTRUCTIONS

This form provides basic information about the respondent and the proposed project with the Department of State Health Services (DSHS), including the signature of the authorized representative. It is the cover page of the proposal and is required to be completed. Signature affirms the facts contained in the respondent's response are truthful and the respondent is in compliance with the assurances and certifications contained in **APPENDIX B: DSHS Assurances and Certifications** and acknowledges that continued compliance is a condition for the award of a contract. Please follow the instructions below to complete the face page form and return with the respondent's proposal.

1) **LEGAL BUSINESS NAME** - Enter the legal name of the respondent.

2) **MAILING ADDRESS INFORMATION** - Enter the respondent's complete physical address and mailing address, city, county, state, and zip code.

3) **PAYEE NAME AND MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with respondent to receive payment for services rendered by respondent and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address if PAYEE is different from the respondent. The PAYEE is the corporation, entity or vendor who will be receiving payments.

4) **DUNS Number** – 9 digit Dun and Bradstreet Data Universal Numbering System (DUNS) number or Central Contractor Registration number plus 4 digit extended DUNS number. This number is required if receiving **ANY** American Recovery and Reinvestment Act (ARRA) funds and can be obtained at: http://fedgov.dnb.com/webform

5) **FEDERAL TAX ID/STATE OF TEXAS COMPTROLLER VENDOR ID/SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Vendor Identification Number assigned by the Texas State Comptroller (14-digit). *The respondent acknowledges, understands and agrees the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.

6) **TYPE OF ENTITY** - Check the type of entity as defined by the Secretary of State at http://www.sos.state.tx.us/corp/businessstructure.shtml or http://www.sos.state.tx.us/corp/nonprofit_org.shtml and/or the Texas State Comptroller at https://fmx.cpa.state.tx.us/fmx/pubs/tins/tinsguide/2009-04/TINS_Guide_0409.pdf and check all other boxes that describe the entity.

   Historically Underutilized Business**:** A minority or women-owned business as defined by Texas Government Code, Title 10, Subtitle D, Chapter 2161. (http://www.window.state.tx.us/procurement/prog/hub/)
   State Agency**:** an agency of the State of Texas as defined in Texas Government Code §2056.001.ii
   Institutions of higher education as defined by §61.003 of the Education Code.
   MINORITY ORGANIZATION is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.
   If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.

7) **PROPOSED BUDGET PERIOD** - Enter the budget period for this proposal. Budget period is defined in the RFP.

8) **COUNTIES SERVED BY PROJECT** - Enter the proposed counties served by the project.

9) **AMOUNT OF FUNDING REQUESTED -** Enter the amount of funding requested from DSHS for proposed project activities (not including possible renewals). This amount must match column (1) row K from the BUDGET SUMMARY used for cost reimbursement budgets.

10) **PROJECTED EXPENDITURES** - If respondent's projected federal expenditures exceed $500,000 or its projected state expenditures exceed $500,000 for respondent's current fiscal year, respondent must arrange for a financial compliance audit (Single Audit).

11) **PROJECT CONTACT PERSON** - Enter the name, phone, fax, and email address of the person responsible for the proposed project.

12) **FINANCIAL OFFICER** - Enter the name, phone, fax, and email address of the person responsible for the financial aspects of the proposed project.

13) **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and email address of the person authorized to represent the respondent. Check the "Check if change" box if the authorized representative is different from previous submission to DSHS.

14) **SIGNATURE OF AUTHORIZED REPRESENTATIVE** - The person authorized to represent the respondent must sign in this blank.

15) **DATE** - Enter the date the authorized representative signed this form.

FORM A SUPPLEMENT: TEXAS COUNTIES AND REGIONS

Legal Business Name of Respondent: _____

COUNTIES SERVED BY PROJECT - Item 7 of Form A: Face Page: Check ☑ counties to be served and include behind Form A: Face Page.

Counties	☑	R	Counties	☑	R	Counties	☑	R	Counties	☑	R	Counties	☑	R
-A-			Crosby	☐	01	Hays	☐	07	Martin	☐	09	Schleicher	☐	09
Anderson	☐	04	Culberson	☐	10	Hemphill	☐	01	Mason	☐	09	Scurry	☐	02
Andrews	☐	09	**-D-**			Henderson	☐	04	Matagorda	☐	06	Shackelford	☐	02
Angelina	☐	05	Dallam	☐	01	Hidalgo	☐	11	Maverick	☐	08	Shelby	☐	05
Aransas	☐	11	Dallas	☐	03	Hill	☐	07	McCulloch	☐	09	Sherman	☐	01
Archer	☐	02	Dawson	☐	09	Hockley	☐	01	McLennan	☐	07	Smith	☐	04
Armstrong	☐	01	Deaf Smith	☐	01	Hood	☐	03	McMullen	☐	11	Somervell	☐	03
Atascosa	☐	08	Delta	☐	04	Hopkins	☐	04	Medina	☐	08	Starr	☐	11
Austin	☐	06	Denton	☐	03	Houston	☐	05	Menard	☐	09	Stephens	☐	02
-B-			DeWitt	☐	08	Howard	☐	09	Midland	☐	09	Sterling	☐	09
Bailey	☐	01	Dickens	☐	01	Hudspeth	☐	10	Milam	☐	07	Stonewall	☐	02
Bandera	☐	08	Dimmit	☐	08	Hunt	☐	03	Mills	☐	07	Sutton	☐	09
Bastrop	☐	07	Donley	☐	01	Hutchinson	☐	01	Mitchell	☐	02	Swisher	☐	01
Baylor	☐	02	Duval	☐	11	**-I-**			Montague	☐	02	**-T-**		
Bee	☐	11	**-E-**			Irion	☐	09	Montgomery	☐	06	Tarrant	☐	03
Bell	☐	07	Eastland	☐	02	**-J-**			Moore	☐	01	Taylor	☐	02
Bexar	☐	08	Ector	☐	09	Jack	☐	02	Morris	☐	04	Terrell	☐	09
Blanco	☐	07	Edwards	☐	08	Jackson	☐	08	Motley	☐	01	Terry	☐	01
Borden	☐	09	Ellis	☐	03	Jasper	☐	05	**-N-**			Throckmorton	☐	02
Bosque	☐	07	El Paso	☐	10	Jeff Davis	☐	10	Nacogdoches	☐	05	Titus	☐	04
Bowie	☐	04	Erath	☐	03	Jefferson	☐	05	Navarro	☐	03	Tom Green	☐	09
Brazoria	☐	06	**-F-**			Jim Hogg	☐	11	Newton	☐	05	Travis	☐	07
Brazos	☐	07	Falls	☐	07	Jim Wells	☐	11	Nolan	☐	02	Trinity	☐	05
Brewster	☐	10	Fannin	☐	03	Johnson	☐	03	Nueces	☐	11	Tyler	☐	05
Briscoe	☐	01	Fayette	☐	07	Jones	☐	02	**-O-**			**-U-**		
Brooks	☐	11	Fisher	☐	02	**-K-**			Ochiltree	☐	01	Upshur	☐	04
Brown	☐	02	Floyd	☐	01	Karnes	☐	08	Oldham	☐	01	Upton	☐	09
Burleson	☐	07	Foard	☐	02	Kaufman	☐	03	Orange	☐	05	Uvalde	☐	08
Burnet	☐	07	Fort Bend	☐	06	Kendall	☐	08	**-P-**			**-V-**		
-C-			Franklin	☐	04	Kenedy	☐	11	Palo Pinto	☐	03	Val Verde	☐	08
Caldwell	☐	07	Freestone	☐	07	Kent	☐	02	Panola	☐	04	Van Zandt	☐	04
Calhoun	☐	08	Frio	☐	08	Kerr	☐	08	Parker	☐	03	Victoria	☐	08
Callahan	☐	02	**-G-**			Kimble	☐	09	Parmer	☐	01	**-W-**		
Cameron	☐	11	Gaines	☐	09	King	☐	01	Pecos	☐	09	Walker	☐	06
Camp	☐	04	Galveston	☐	06	Kinney	☐	08	Polk	☐	05	Waller	☐	06
Carson	☐	01	Garza	☐	01	Kleberg	☐	11	Potter	☐	01	Ward	☐	09
Cass	☐	04	Gillespie	☐	08	Knox	☐	02	Presidio	☐	10	Washington	☐	07
Castro	☐	01	Glasscock	☐	09	**-L-**			**-R-**			Webb	☐	11
Chambers	☐	06	Goliad	☐	08	Lamar	☐	04	Rains	☐	04	Wharton	☐	06
Cherokee	☐	04	Gonzales	☐	08	Lamb	☐	01	Randall	☐	01	Wheeler	☐	01
Childress	☐	01	Gray	☐	01	Lampasas	☐	07	Reagan	☐	09	Wichita	☐	02
Clay	☐	02	Grayson	☐	03	La Salle	☐	08	Real	☐	08	Wilbarger	☐	02
Cochran	☐	01	Gregg	☐	04	Lavaca	☐	08	Red River	☐	04	Willacy	☐	11
Coke	☐	09	Grimes	☐	07	Lee	☐	07	Reeves	☐	09	Williamson	☐	07
Coleman	☐	02	Guadalupe	☐	08	Leon	☐	07	Refugio	☐	11	Wilson	☐	08
Collin	☐	03	**-H-**			Liberty	☐	06	Roberts	☐	01	Winkler	☐	09
Collingsworth	☐	01	Hale	☐	01	Limestone	☐	07	Robertson	☐	07	Wise	☐	03
Colorado	☐	06	Hall	☐	01	Lipscomb	☐	01	Rockwall	☐	03	Wood	☐	04
Comal	☐	08	Hamilton	☐	07	Live Oak	☐	11	Runnels	☐	02	**-Y-**		
Comanche	☐	02	Hansford	☐	01	Llano	☐	07	Rusk	☐	04	Yoakum	☐	01
Concho	☐	09	Hardeman	☐	02	Loving	☐	09	**-S-**			Young	☐	02
Cooke	☐	03	Hardin	☐	05	Lubbock	☐	01	Sabine	☐	05	**-Z-**		
Coryell	☐	07	Harris	☐	06	Lynn	☐	01	San Augustine	☐	05	Zapata	☐	11
Cottle	☐	02	Harrison	☐	04	**-M-**			San Jacinto	☐	05	Zavala	☐	08
Crane	☐	09	Hartley	☐	01	Madison	☐	07	San Patricio	☐	11			

Crockett ☐ 09 Haskell ☐ 02 Marion ☐ 04 San Saba ☐ 07

Legal Business Name of Respondent: _____

This form is provided as your Table of Contents and to ensure the proposal is complete, proper signatures are included, and the required assurances, certifications, and attachments have been submitted. Be sure to indicate page number.

FORM	DESCRIPTION	Included	Page #	Not Applicable
A	Face Page - completed, and proper signatures and date included	☐		
B	Proposal Table of Contents and Checklist - completed and included	☐		
C	Contact Person Information - completed and included	☐		
D	Administrative Information - completed and included (with supplemental documentation attached if required)	☐		
E	Respondent Background - included	☐		
F	Assessment Narrative – included	☐		
G	Performance Measures - included	☐		
H	Work Plan – included	☐		
I	Child Support Form	☐		
J-1	HUB Subcontracting Plan - completed and included ***[DSHS HUB Coordinator or Designee will determine if applicable to HUB Subcontracting Requirements]***			☒
K	Financial Management and Administration Questionnaire	☐		
L	Exceptions Form - completed and included (with supplemental documentation attached if required)	☐		
APPENDIX A	Budget Summary Form and Detail Pages- down load from ESBD completed and included (with most recently approved indirect cost agreement and letters of good standing if applicable)	☐		
APPENDIX B	Evidence of Readiness- completed and included	☐		
APPENDIX C	Letters of Participation	☐		

FORM C: CONTACT PERSON INFORMATION

Legal Business Name of Respondent: _____

This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the ***Contract Management Unit.***

Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		
Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		
Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		
Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		
Contact:		**Mailing Address (incl. street, city, county, state, & zip):**
Title:		
Phone:	Ext.	
Fax:		
Email:		

FORM D: ADMINISTRATIVE INFORMATION

This form provides information regarding identification and contract history of the respondent, executive management, project management, governing board members, and/or principal officers. Respond to each request for information ***or provide the required supplemental document behind this form.*** *If responses require multiple pages, identify the supporting pages/documentation with the applicable request.*

NOTE: Administrative Information may be used in screening and/or evaluating proposals.

Legal Business Name of Respondent: _____

Identifying Information

1. The respondent must attach the following information:

If a Governmental Entity

- Names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the respondent.

If a Nonprofit or For Profit Entity

- Full names (last, first, middle), addresses, telephone numbers, titles and occupation of members of the Board of Directors or any other principal officers. Indicate the office held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).
- Full names (last, first, middle), and addresses for each partner, officer, and director as well as the full names and addresses for each person who owns five percent (5%) or more of the stock if respondent is a for-profit entity.

2. Is respondent a nonprofit organization?

☐ **YES** ☐ **NO**

If YES, respondent must include evidence of its nonprofit status with the proposal. Any one of the following is acceptable evidence. Check the appropriate box for the attached evidence.

☐ (a) A copy of a currently valid IRS exemption certificate.

☐ (b) A statement from a State taxing body, State Attorney General, or other appropriate State official certifying that the respondent organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals.

☐ (c) A copy of the organization's certificate of incorporation or similar document if it clearly establishes the nonprofit status of the organization.

☐ (d) Any of the above proof for a State or national parent organization, and a statement signed by the parent organization that the respondent organization is a local nonprofit affiliate.

FORM D: ADMINISTRATIVE INFORMATION continued

Conflict of Interest and Contract History

The respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts include an existing or potential business or personal relationship between the respondent, its principal, or any affiliate or subcontractor, with DSHS, the Health and Human Services Commission, or any other entity or person involved in any way in any project that is the subject of this RFP. Similarly, any existing or potential personal or business relationship between the respondent, the principals, or any affiliate or subcontractor, with any employee of DSHS, or the Health and Human Services Commission must be disclosed. Any such relationship that might be perceived, or represented as a conflict, must be disclosed. Failure to disclose any such relationship may be cause for contract termination or disqualification of the proposal. If, following a review of this information, it is determined by DSHS that a conflict of interest exists, the respondent may be disqualified from further consideration for the award of a contract.

Pursuant to Texas Government Code Section 2155.004, a respondent is ineligible to receive an award under this RFP if the bid includes financial participation with the respondent by a person who received compensation from DSHS to participate in preparing the specifications or the RFP on which the bid is based.

3. Does anyone in the respondent organization have an existing or potential conflict of interest relative to the performance of the requirements of this RFP?

☐ **YES** ☐ **NO**

If YES, detail any such relationship(s) that might be perceived or represented as a conflict. (Attach no more than one additional page.)

4. Will any person who received compensation from DSHS for participating in the preparation of the specifications or documentation for this RFP participate financially with respondent as a result of an award under this RFP?

☐ **YES** ☐ **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

5. Will any provision of services or other performance under any contract that may result from this RFP constitute an actual or potential conflict of interest or create the appearance of impropriety?

☐ **YES** ☐ **NO**

If YES, detail any such actual or potential conflict of interest that might be perceived or represented as a conflict. (Attach no more than one additional page.)

6. Are any current or former employees of the respondent current or former employees of the state?

☐ **YES** ☐ **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

7. Are any proposed personnel related to any current or former employees of the state?

☐ **YES** ☐ **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

8. **Has any member of respondent's executive management, project management, governing board or principal officers been employed by the State of Texas 24 months prior to the proposal due date?**

☐ **YES** ☐ **NO**

If YES, indicate his/her name, job title, agency employed by, separation date, and reason for separation.

9. **If the respondent is a private nonprofit organization, does the executive director or other staff serve as voting members on the organizations governing board?**

☐ **YES** ☐ **NO**

10. **Has respondent had a contract with DSHS within the past 24 months?**

☐ **YES** ☐ **NO**

If YES, list the DSHS contract and attachment number(s):
DSHS Contract Number(s)

***VO**, respondent must be able to demonstrate fiscal solvency*. *Submit a copy of the organization's most recently audited balance sheet, statement of income and expenses and accompanying financial footnotes. If an organization does not have audited financial statements, submit a copy of the organization's most recent IRS Form 990 and an explanation why an audited financial statement is not available. DSHS will review the documents that are submitted and may, at its sole discretion, reject the proposal on the grounds of the respondent's financial capability.*

Formatted: Bullets and Numbering

11. **Is respondent or any member of respondent's executive management, project management, board members or principal officers:**
    - Delinquent on any state, federal or other debt;
    - Affiliated with an organization which is delinquent on any state, federal or other debt; or
    - In default on an agreed repayment schedule with any funding organization?

☐ **YES** ☐ **NO**

If YES, please explain. (Attach no more than one additional page.)

12. **Has the respondent had a contract suspended or terminated prior to expiration of contract or not been renewed under an optional renewal by any local, state, or federal department or agency or non-profit entity?**

☐ **YES** ☐ **NO**

If YES, indicate the reason for such action that includes the name and contact information of the local, state, or federal department or agency, the date of the contract and a contract reference number, and provide copies of any and all decisions or orders related to the suspension, termination, or non-renewal by the contracting entity.

13. **Does this proposal include financial participation by a person or entity that has been convicted of violating federal law, or been assessed a penalty in a federal civil administrative enforcement action, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005, under Government Code §2155.006 and 2161.053?**

☐ **YES** ☐ **NO**

If YES, please explain. (Attach no more than one additional page.)

FORM E: RESPONDENT BACKGROUND

Respondent must provide a narrative description including: the legal name of the respondent; any affiliations; its overall purpose or mission statement; and a brief history of its accomplishments. Describe the organizational structure, such as board of directors, officers, advisory councils, or committees. A maximum of ***2*** additional pages may be attached if needed.

FORM F: ASSESSMENT NARRATIVE

Complete the Table under Part A and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE Guidelines for instructions on Part B) associated with the services proposed in this attachment. A maximum of **4** additional pages may be attached if needed.

Part A

Multiple data sources and assessments exist for many communities. Respondent is encouraged to utilize these resources when completing this form.

Source of Assessment Data	Date of Each Assessment Source

Part B

(See ASSESEMENT NARRATIVE GUIDELINES)

FORM F: ASSESSMENT NARRATIVE GUIDELINES

Part A

Complete table to show assessment sources and dates of assessments used.

Part B

Specifically address each of the assessment activities listed below associated with the services proposed in this attachment. The required assessment items include:

1. Provide brief synopsis of the community as a whole describing in general:
   A. Geographic boundaries (urban or rural, physical environment);
   B. General demographic data (age, gender, ethnicity, etc.) including child and adolescent data;
   C. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.); and
   D. General description of community-wide health status (e.g., key morbidity/mortality statistics related to obesity, or physical activity behaviors).
   E. General description of community-wide health environment (e.g., lack of access to safe places to be physically active, lack of policies that support physical activity, etc.)

2. Describe target population including:
   A. Geographic service area;
   B. Characteristics of target population (including demographic and socioeconomic data specific to each population, including child and adolescent data);
   C. Target population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
   D. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).

3. Describe gaps in resources and potential barriers to improving health status or health environment of the community.

4. Identify your existing or potential community partners that will be involved in this project and identify the type of participation each will have in the project. As a reminder, a signed letter of participation is required from each community partner and must be submitted with the application (See Appendix C).

FORM G: PERFORMANCE MEASURES

In the event a contract is awarded, respondent agrees that performance measures will be used to assess, in part, the respondent's effectiveness in providing the services described. Address all of the requirements (see PERFORMANCE MEASURES Guidelines) associated with the services proposed in this proposal. The proposed target levels of performance will be negotiated and agreed upon by respondent and DSHS if respondent is selected to negotiate a contract. A maximum of ***2*** additional pages may be attached if needed**.**

Part A
See PERFORMANCE MEAUSURES Guidelines

Part B
Include completed Selected CDC Community Evidence-Based Strategies for Obesity Prevention & Response Category behind performance measures.

FORM G: PERFORMANCE MEASURES GUIDELINES

Respondent must include the following performance measures in the proposal along with the proposed target levels of performance for each measure. The proposed target levels of performance and reporting frequency may be negotiated and agreed upon by respondent and DSHS if respondent is selected to negotiate a contract.

Part A

Respondents must write performance measures for its project objectives and proposed target levels of performance for each measure. The proposed measures and levels of performance will be negotiated and agreed upon by respondent and DSHS if respondent is selected to negotiate a contract.

Performance measures must be specific, measurable, time-phased, and feasible. Performance measures quantify outcomes and outputs, the number of such outputs to be performed, and the efficiency with which they will be performed. Performance measures also define the respondent's obligations in order to meet its contract requirements.

Performance measures are defined as outcome, output, efficiency, and explanatory measures. A well-written measure includes the following components: who will deliver the service(s) and their qualifications (as appropriate); a deliverable (a product or service and how much); a schedule/time frame; and a standard of performance. The following table provides a guide for developing the different types of performance measures:

Type	Measure	Example
Outcome	*measures the actual impact or public benefit of an entity's actions*	*% of clients rehabilitated* *% decline in inappropriate ER usage* *% decline in school absences*
Output or Process	*counts the goods/services provided*	*# of clients served* *# of clinic sessions*
Efficiency	*measures the cost, unit cost, or productivity associated with a given outcome or output*	*average cost per client served* *average time per visit*
Explanatory	*shows the resources used to produce services and display factors that affect entity performance*	*# of clients eligible for services* *# and type of health services presently available* *# of new partnerships developed*

Respondents must provide a minimum of five performance measures for this attachment. Please note that reviewers will use these performance measures to gain an understanding of the overall potential for success of a given applicant. Examples are provided below:

By end of Fiscal Year 20XX, Organization XYZ will have implemented a fruit and vegetable (farm) direct access program for employees.

By end of Fiscal Year 20XX, Community X will have created a comprehensive plan to increase the number walkable trails from 3 to 6 trails.

By end of Fiscal Year 20XX, 5 restaurants located in Community X will have been trained to implement Program Z to reduce portion sizes.

By end of Fiscal Year 20XX, will establish 3 school/community gardens with partner support as well as develop plans for the sustainment of the gardens.

FORM G: PERFORMANCE MEASURES GUIDELINES

Part B

SELECTED COMMUNITY STRATEGIES – Part B of Form G: Performance Measures: Respondents must select up to 2 of the following CDC Community Evidence-Based Strategies for Obesity Prevention as a focus and priority for the community.

CDC Community Evidence-Based Strategy/Strategies for Obesity Prevention	☑
STRATEGIES TO SUPPORT HEALTHY FOOD AND BEVERAGE CHOICES	
Restrict availability of less healthy foods and beverages in public service venues	☐
Institute smaller portion size options in public service venues	☐
Limit advertisements of less healthy foods and beverages	☐
Discourage consumption of sugar-sweetened beverages	☐
STRATEGY TO ENCOURAGE BREASTFEEDING	☐
Increase support for breastfeeding	☐
STRATEGIES TO ENCOURAGE PHYSICAL ACTIVITY OR LIMIT SEDENTARY ACTIVITY AMONG CHILDREN AND YOUTH	
Require physical education in schools	☐
Increase the amount of physical activity in physical education programs in schools	☐
Increase opportunities for extracurricular physical activity	☐
Reduce screen time in public service venues	☐
STRATEGIES TO CREATE SAFE COMMUNITIES THAT SUPPORT PHYSICAL ACTIVITY	
Improve access to outdoor recreational facilities	☐
Enhance infrastructure supporting bicycling	☐
Enhance infrastructure supporting walking	☐
Support locating schools within easy walking distance of residential areas	☐
Improve access to public transportation	☐
Zone for mixed-use development	☐
Enhance personal safety in areas where persons are or could be physically active	☐
Enhance traffic safety in areas where persons are or could be physically active	☐
STRATEGY TO ENCOURAGE COMMUNITIES TO ORGANIZE FOR CHANGE	
Participate in community coalitions or partnerships to address obesity	☐

FORM H: WORK PLAN

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments. Address the required elements (see WORK PLAN GUIDELINES) associated with the services proposed in this proposal.
A maximum of **7**additional pages may be attached if needed**.**

FORM H: WORK PLAN GUIDELINES

Respondent must describe its plan for service delivery to the population in the proposed service area(s) and include time lines for accomplishments. The work plan must:

1. Summarize the proposed changes in policy and/or environments by using no more than two (2) of the CDC recommended strategies, in one or two evidence-based target areas, for obesity prevention to support healthy eating, physical activity, breastfeeding, or a combination. Also, summarize population to be served, location (counties to be served), etc. Address if and how you will serve individuals from counties outside your stated service area.

~~2.~~1. Describe delivery systems, workforce (attach organizational chart), policies, support systems (i.e., training, research, technical assistance, information, financial and administrative systems) and other infrastructure available to achieve service delivery and policy-making activities. What resources do you have to perform the services, who will deliver services and how will they be delivered?

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~~3.~~2. Describe how progress will be monitored, evaluated (data, participation rates, numbers reached, etc.) and assessed, who will be responsible for monitoring evaluation and reporting activities, and how often monitoring and evaluation activities will occur.

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~~4.~~3. Describe coordination with the other health and human services providers in the service area(s) and delineate how duplication of services is to be avoided.

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~~5.~~4. Describe ability to provide services to culturally diverse populations (e.g., use of interpreter services, language translation, compliance with ADA requirements, location, hours of service delivery, and other means to ensure accessibility for the defined population).

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FORM I: CHILD SUPPORT CERTIFICATION (REQUIRED)

Department of State Health Services

Child Support Certification

The Texas Family Code, §231.006, places certain restrictions on child support obligors. Contracts with governmental entities or nonprofit corporations are not subject to §231.006.

The contractor identified below is not a governmental entity or a nonprofit corporation and certifies to the following:

1. The contractor is: (check one)

   ☐ An individual or sole proprietor, or

   ☐ A business entity (corporation, partnership, joint venture, limited liability company, association, etc.)

2. The contractor certifies the following is a complete list of the names and social security numbers of either (A) the individual or sole proprietor who is the contractor or (B) each partner, shareholder, or owner with an ownership interest of at least 25% of the contractor/business entity: (attach additional sheet if necessary).

   (A) Printed Name: _____
   Social Security Number: _____
   (B) Printed Name: _____
   Social Security Number: _____

3. Under the Texas Family Code, §231.006, the contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. A child support obligor who is more than 30 days delinquent in paying child support or a business entity in which the obligor (who is more than 30 days delinquent) is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive the specified grant, loan or payment. The contractor understands that it is the contractor's responsibility to verify whether a child support obligor who is more than 30 days delinquent is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

4. Printed Name of Contractor: _____
   Printed Name of Authorized Representative: _____
   Signing this Certification: _____
   Signature of Authorized Representative: _____
   Date: _____

FORM J: FINANCIAL MANAGEMENT AND ADMINISTRATION QUESTIONNAIRE

Name of Organization: _____

Introduction

By accepting an award from the Department of State Health Services (DSHS) your organization and the Board of Directors or other oversight authority accept responsibility for complying with the management and administration of programmatic, financial and reporting requirements of the award. Communication and coordination between the organization's program implementation and financial staff is essential for the success of the project being funded by the award. It is critical that staff responsible for the programmatic and accounting functions is aware of the financial and administrative requirements applicable to grants and subgrants. Key personnel within the organization should be identified and assigned responsibilities for the programmatic, financial and administrative requirements applicable to the DSHS award.

All DSHS contractors are required to have a financial management system in place that meets federal and state standards for expending and accounting for the funds received under the award. Documents and records must be maintained that identify the receipt and expenditure of funds separately for each DSHS Program Attachment. The system must be able to capture and report expenditures by the budget cost categories for each DSHS Program Attachment. This requires establishing within the chart of accounts and general ledger, a separate set of accounts for each Program Attachment. All financial reports should be prepared with information that comes directly from the organization's accounting system. There should be a reconciliation of the information that is reported to amounts recorded in the accounting system. In order to ensure the fiscal integrity of accounting records, the contractor must use an accounting system that does not permit overwrite or erasure of transactions posted to the general ledger.

Additional information on requirements pertaining to accounting and financial management systems are found in the regulations listed under "Administrative Requirements" in the table below and the DSHS Contractor's Financial Procedures Manual. Copies of the manual are available online at: http://www.dshs.state.tx.us/contracts/

Financial and Administrative Requirements

All contractors must comply with applicable cost principles, audit requirements, and administrative requirements listed below: [Note - The Federal Office of Management and Budget (OMB) is in the process of relocating Circulars to Title 2 of the Code of Federal Regulations (CFR).]

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

Internet links to laws and regulations applicable to the financial and administrative requirements of grants and sub grants are provided below.

Circulars (CFRs): http://www.whitehouse.gov/omb/grants/grants_circulars.html

Federal agency common rules: http://www.whitehouse.gov/omb/grants/chart.html

Code of Federal Regulations: http://www.access.gpo.gov/nara/cfr/cfr-table-search.html

Uniform Grant Management Standards: http://governor.state.tx.us/grants/what/

Federal Department of Health and Human Services, Grants Policy Statement: http://www.hhs.gov/grantsnet/adminis/gpd/

ACCOUNTING SYSTEM

The type of accounting system often depends on the size of the organization. Briefly describe your organization's accounting system including:

a) Is the accounting system computerized, manual or a combination of both;
b) How are different types of transactions (e.g., cash disbursements, cash receipts, revenues, journal entries) recorded and posted to the general ledger;
c) When do you close your general ledger (e.g., monthly by the 10th of the following month);
d) How are transactions organized, maintained, and summarized in financial reports. If your accounting system is computerized, indicate the name/type.

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Answer each of the following questions with either a "yes" or "no" answer by checking the respective box.

1. **Is your accounting system organized to allow an auditor to trace financial report balances through the general ledger and other summary ledgers/journals to each detail accounting transaction and supporting source documentation?**

   ☐ **YES** ☐ **NO**

2. **Does your accounting system have the capability of identifying the receipt and expenditures of program funds and program income separately for each DSHS contract/program attachment?**

   ☐ **YES** ☐ **NO**

3. **Does your accounting system provide for the recording of expenditures for each program attachment by the budget cost categories shown in the proposed budget?**

   ☐ **YES** ☐ **NO**

4. **Does your accounting system provide for the segregation of direct and indirect expenses and the allocation of indirect costs?**

   ☐ **YES** ☐ **NO**

5. **Are time records (e.g., time sheets) maintained for all employees where their actual time/effort is recorded and specifically identified to a particular cost objective?**

   ☐ **YES** ☐ **NO**

6. **Is the employees' time/effort that is recorded on the time record the source/basis of the calculation of salary/wage costs recorded in the general ledger for each cost objective?**

   ☐ **YES** ☐ **NO**

GENERAL ADMINISTRATION & INTERNAL CONTROLS

1. **Is the staff who will be responsible for the financial management of the award generally familiar with the existing regulations and guidelines containing the cost principles and financial administrative requirements applicable to state and federal contracts/grants?**

   ☐ **YES** ☐ **NO**

2. **Does your organization have written accounting policies and procedures?**

   ☐ **YES** ☐ **NO**

3. **Are generally accepted accounting principles followed for separation of duties regarding receipts and deposit of funds and payment of goods and services?**

   ☐ **YES** ☐ **NO**

4. **Are procedures in place with adequate controls to ensure that receipts and disbursements are authorized and appropriately documented?**

   ☐ **YES** ☐ **NO**

5. **Are all disbursements approved prior to payment?**

   ☐ **YES** ☐ **NO**

6. **Is there any additional review or special approval required for checks exceeding a specific dollar amount?**

   ☐ **YES** ☐ **NO**

7 **Are there written procedures and internal controls established for the procurement of goods and services?**

   ☐ **YES** ☐ **NO**

8. **Do purchase orders/requisitions require specific approvals from authorized individuals in the requesting department?**

   ☐ **YES** ☐ **NO**

9. **Are supporting documents (invoices, receipts, approvals, receiving reports, canceled checks, etc.) maintained for each disbursement and on file for easy location and retrieval?**

   ☐ **YES** ☐ **NO**

10. **Do supporting documents accompany checks for the check signer's signature?**

☐ **YES** ☐ **NO**

11. **Are supporting documents marked when paid to prevent reuse or duplication of payment?**

☐ **YES** ☐ **NO**

12. **Are invoices coded to identify allocation of payment by cost objective and sub-account?**

☐ **YES** ☐ **NO**

13. **Does your organization stay current with payments of its accounts payable, payroll taxes and other liabilities, loans, taxes, etc.?**

☐ **YES** ☐ **NO**

14. **As program income is to be used for program purposes, are there procedures and controls to ensure proper use, accountability, and allocation?**

☐ **YES** ☐ **NO**

15. **Do you have written personnel policies?**

☐ **YES** ☐ **NO**

16. **Does your policy require individual daily time and attendance records for personnel (part-time, full-time, and/or in-kind volunteers)?**

☐ **YES** ☐ **NO**

17. **Do procedures ensure that time and attendance reports can be specifically traced to costs recorded in the general ledger for each payroll period for each cost objective?**

☐ **YES** ☐ **NO**

18. **Do you have written job descriptions with set salary levels for each employee?**

☐ **YES** ☐ **NO**

19. **Do you have on file authorizations covering rates of pay, withholding and deductions for each employee?**

☐ **YES** ☐ **NO**

The Financial Management and Administration Questionnaire must be signed by an authorized person who has either completed or reviewed the form and can attest to the accuracy of the information provided.

Approved by:

Print Name: _____

Signature: _____

Title: _____

FORM K: EXCEPTIONS FORM (RFP# *HPCDP/OBES-0445.1*)

This is the approved format for the respondent to: (1) state that no exceptions are being made to the requirements, terms, conditions, or certification of the RFP or General Provisions, attachments, or addendums, or (2) list all exceptions to any requirement, term or condition, or certification of the RFP or General Provisions, attachments, or addendums in the proposal. Respondent must submit this form with their response.

Instructions:

- **If no exceptions are being made to any issue of the RFP or General Provisions, respondent must check the 'no exception' box below.**
- **If exceptions are being requested, follow the instructions below.**
- **Ensure the RFP section number and page number, or section number of General Provision or the number of the term or condition of the issue is stated.**
- **Ensure each exception is described fully or by reference to the exact location within the proposal.**
- **Ensure it is stated whether the exception is part of a proposal deliverable with a clear citation to the deliverable.**
- **Provide an explanation of why the exception is being proposed, and any alternatives being proposed to the issue in the RFP or General Provisions.**

If no exceptions are being made, check this box and leave the table below blank

FORM K: EXCEPTIONS FORM (RFP# HPCDP/OBES-0445.1)

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- **If exceptions are being requested, follow the instructions below.**
- **Ensure the RFP section number and page number, or section number of General Provision or the number of the term or condition of the issue is stated.**
- **Ensure each exception is described fully or by reference to the exact location within the proposal.**
- **Ensure it is stated whether the exception is part of a proposal deliverable with a clear citation to the deliverable.**
- **Provide an explanation of why the exception is being proposed, and any alternatives being proposed to the issue in the RFP or General Provisions.**

If no exceptions are being made, check this box and leave the table below blank

EXCEPTIONS:

For each exception requested, provide the following (attach additional pages as needed):

1. RFP Section Number and Page Number, section number of General Provisions or number of term or condition to which exception is requested.
2. Full description of exception requested or reference to exact location of full description if found elsewhere in proposal.
3. State if the exception is part of a proposal deliverable with a clear citation to the deliverable.
4. Explanation of why the exception is being proposed and any proposed alternatives to the issue

APPENDICES

APPENDIX A: BUDGET SECTION

Detailed budget category forms, general information, and instructions are located on the ESBD loaded as Package 2.

Respondent must insert budget section here.

APPENDIX B: EVIDENCE OF READINESS

Legal Business Name of Respondent:

NOTE: Address each of the relevant components as outlined in the EVIDENCE OF READINESS GUIDELINES associated with the activities proposed in this attachment. A maximum of **three (3)** additional pages may be attached if needed**.**

APPENDIX B: EVIDENCE OF READINESS GUIDELINES

NOTE: Respondents must demonstrate evidence of community readiness, determined by an assessment of existing assets and capacity for implementing the proposed activities.

When filling out this form, the respondent is encouraged to:

a) Review the bulleted list below of examples of "evidences of community capacity and readiness." This list is not all-inclusive, rather it is intended to provide examples that may or may not apply to any given respondent's proposed activities in this attachment.
b) Assess their community to determine what "evidences of community capacity and readiness" are already in place and relevant to the focus area of the proposed project. For example, if the respondent is proposing to improve geographic availability of supermarkets in underserved areas, evidence of a coordinated school health program is not relevant.
c) Provide a brief description of the "evidences of community capacity and readiness" found to be both already in place AND how they are relevant to the focus area of the project the respondent is seeking funds to support. Respondents are strongly encouraged to submit evidence that a plan for implementing the selected CDC Community Evidence-Based Strategies for Obesity Prevention has already been developed.

Examples of community "evidences of community capacity and readiness" include but are not limited to the following:

- Evidence that a plan has been developed for implementing the selected CDC Community Evidence-Based Strategy for Obesity Prevention as the focus of the attachment;
- Evidence that a dedicated staff person or dedicated duties are included in a job/position within the organization;
- Evidence of a master urban/transportation plan that includes supports for build environments;
- Evidence that a formal partnership or group (alliance, committee, council, coalition) is established around the selected CDC Community Evidence-Based Strategy for Obesity Prevention as the focus in this attachment;
- Evidence that a coordinated school health program has been adopted and implemented;
- Evidence that a school health advisory council is in place and active;
- Evidence of a WIC sponsored obesity project in a WIC clinic;
- Evidence of a promotora provider system;
- Projects demonstrating an effective, realistic plan to integrate proposed activities into the existing network of the community;
- Projects demonstrating a clear focus on sustainability beyond the cycle of this contract; or
- Projects that utilize existing community partnerships or networks to synergize community efforts.

Communities will vary as to the degree and number of existing "evidences of community capacity and readiness." Respondents may include other relevant "evidences of community capacity and readiness" in place in their respective communities not included on the above list of examples. Please note: Respondents are cautioned to only include those "evidences of community capacity and readiness" that they can clearly demonstrate as already present in their given community, AND directly related to the proposed focus area of the attachment.

APPENDIX C: TEMPLATE FOR LETTER OF PARTICIPATION

I. Identifying Information

Name of Respondent
Location

II. Collaborator Information

Name of Collaborating Entity/Community Partner
Location
Printed Name and Title of Person Signing the Verification Section
Participating Activities

III. Verification

By my signature, I am verifying that our agency/entity/corporation is participating in the collaboration activities listed above.

_____ _____

Name Date of Signature

APPENDIX C: LETTER OF PATICIPATION GUIDELINES

The purpose of this form is to provide the respondent with a means to verify collaboration with community partners. This provides a streamlined, uniform instrument that makes individual letters unnecessary.

I. Identifying Information

Name of Respondent – Enter the agency or corporate name of the Respondent.

Location – Enter the location of where the obesity prevention project will take place. The city, county, or community where the project will take place will suffice. Note: the complete street address is not necessary.

II. Collaborator Information

Name of Collaborating Entity/Community Partner – Enter the agency or corporate name of the Collaborating Entity/Community Partner. If it is an individual instead of an agency, enter the name of the individual.

Location – Enter the location from which the Community Partner operates. The city, county or community name will suffice. Note: the complete street address is not necessary.

III. Verification

The person representing the Community Partner must sign this section and enter the date of his/her signature.

APPENDIX D: DSHS ASSURANCES AND CERTIFICATIONS

Note: It is not required that the respondent return the DSHS Assurances and Certifications with the proposal. Some of these Assurances and Certifications may not be applicable to your project. If you have questions, contact the contact person named in this RFP. These assurances and certifications will remain in effect throughout the project period of this solicitation and the term of any contract between respondent and DSHS.

As the duly authorized representative of the respondent, my signature on FORM A: FACE PAGE certifies that the respondent:

1. Is a legal entity legally authorized and in good standing to do business with the State of Texas and has the legal authority to apply for state/federal assistance, and has the institutional, managerial and financial capability and systems (including funds sufficient to pay the non-state/federal share of project costs) to ensure proper planning, management and completion of the project described in this proposal; possesses legal authority to apply for funding; that a resolution, motion or similar action has been duly adopted or passed as an official act of the respondent's governing body, authorizing the filing of the proposal including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized representative of the respondent to act in connection with the proposal and to provide such additional information as may be required;

2. Under Government Code Section 2155.004, is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is incorrect. NOTE: Under Government Code Section 2155.004, a respondent is ineligible to receive an award under this RFP if the bid includes financial participation with the respondent by a person who received compensation from DSHS to participate in preparing the specification of RFP on which the bid is based;

3. Has a financial system that identifies the source and application of DSHS funds and program income in a unique set of general ledger account numbers, permits preparation of reports required by the contract, permits the tracing of funds expended and program income, allows for the comparison of actual expenditures to budgeted amounts, and maintains accounting records that are supported by verifiable source documents;

4. Will give (and any parent, affiliate, or subsidiary organization, if such a relationship exists, will give) DSHS, HHSC Office of Inspector General, the Texas State Auditor, the Comptroller General of the United States, and if appropriate, the federal government, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

5. Will not supplant funds (i.e. use funds from a contract awarded as a result of this RFP to replace or substitute existing funding from other sources that also supports the activities that are the subject of the contract), but rather will use funds from the contract to supplement any existing funds currently available for any such activities;

6. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or

personal gain;

7. Will ensure that no officer, employee, or member of the respondent's governing body or of the respondent's contractor will vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Texas Government Code Chapter 573) to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree;

8. Has not given, offered to give, nor intends to give, at any time hereafter any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, or service to any employee or official of DSHS or HHSC, in connection with this solicitation or procurement; does not have nor will it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under any awarded contract that results from this RFP;

9. Will honor for 90 days after the proposal due date the technical and business terms contained in the proposal;

10. Will initiate the work after receipt of a fully executed contract and will complete it within the contract period;

11. Will not require a client with limited English proficiency to provide or pay for the services of a translator or interpreter;

12. Will identify and document on client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services;

13. Will make every effort to avoid use of any persons under the age of 18 or any family member or friend of a client as an interpreter for essential communications with clients who have limited English proficiency. However, a family member or friend may be used as an interpreter if this is requested by the client and the use of such a person would not compromise the effectiveness of services or violates the client's confidentiality, and the client is advised that a free interpreter is available;

14. Will comply with the Uniform Grant Management Act (UGMA), Texas Government Code, Chapter 783, as amended, and the current Uniform Grant Management Standards (UGMS), issued by the Governor's Budget and Planning Office, applicable Office of Management and Budget Federal Circulars, and if applicable the Federal awarding agency Common Rule and U.S. Department of Health and Human Services Grants Policy Statements, which apply as terms and conditions of any resulting contract. A copy of the UGMS manual and federal references are available upon request;

15. Will remain current in its payment of franchise tax or is exempt from payment of franchise taxes, if applicable;

16. Will comply, if applicable, with Texas Family Code, § 231.006, regarding Child Support, and certifies that it is not ineligible to receive payment if awarded a contract, and acknowledges that any resulting contract may be terminated and payment may be withheld if this certification is inaccurate;

17. Will comply with the non-discriminatory requirements of Texas Labor Code, Chapter 21, which requires that certain employers not discriminate on the basis of race, color, disability, religion, sex, national origin, or age;

18. Will not charge a fee or profit. A profit and/or fee are considered to be an amount in excess of actual allowable costs that are incurred in conducting an assistance program;

19. Will comply with all applicable requirements of all other state/federal laws, executive orders, regulations, and policies governing this program;

20. In accordance with 2 CFR Part 376 and 180 (parts A-I), as the primary participant, and any of the primary participant's principals (collectively, participants):
    A. are not presently disqualified, debarred, suspended, proposed for debarment, declared ineligible, or excluded from covered transactions by any federal department or agency;
    B. have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a private or public (federal, state, or local) transaction or contract under a private or public transaction; violation of federal or state antitrust statutes (including those proscribing price fixing between competitors, allocation of customers between competitors and bid rigging) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the participant's present responsibility;
    C. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (B) of this certification;
    D. have not within a 3-year period preceding this proposal/proposal had one or more public transactions (federal, state, or local) terminated for cause or default; and
    E. has not (nor has its representative nor any person acting for the representative) (1) violated the antitrust laws codified by Chapter 15, Texas Business & Commercial Code , or the federal antitrust laws; or (2) directly or indirectly communicated the bid to a competitor or other person engaged in the same line of business.

    Should the respondent not be able to provide this certification (by signing the FACE PAGE Form), an explanation should be placed after this form in the proposal response;

    The respondent agrees by submitting this proposal that the respondent will include, without modification, the certifications in subparagraphs A through E of this paragraph in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions;

21. Will comply with Title 31, USC §1352, entitled "Limitation on use of appropriated funds to influence certain federal contracting and financial transactions," which generally prohibits recipients of federal grants and cooperative agreements from using federal (appropriated) funds for lobbying the executive or legislative branches of the federal government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a federal grant or cooperative agreement must disclose lobbying undertaken with non-federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING $100,000 in total costs (45 CFR Part 93):
    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 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;

B. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agent, 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 respondent must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," (SF-LLL) in accordance with its instructions. SF-LLL and continuation sheet are available upon request from the Department of State Health Services; and

C. The language of this certification must be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients must 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 31 USC §1352. Any person who fails to file the required certification must be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure;

22. Is in good standing with the Internal Revenue Service on any debt owed;

23. Affirms that no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication or been convicted of a criminal offense related to any financial matter, federal or state program or felony sex crime;

24. Is in good standing with all state and/or federal departments or agencies that have a contracting relationship with the respondent;

25. Will comply with all statutes and standards of general applicability. It is Respondent's responsibility to review and comply with all applicable statutes, rules, regulations, executive orders and policies. Respondent will carry out the terms of this Contract in a manner that is in compliance with the provisions set forth below. To the extent such provisions are applicable to respondent, respondent will comply with the following:

a) The following statutes, rules, regulations and DSHS policies, and any of their subsequent amendments that collectively prohibit discrimination on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief, or religion: 1) Title VI of the Civil Rights Act of 1964, 42 U.S.C.A. §§ 2000d et seq.; 2) Title IX of the Education Amendments of 1972, 20 U.S.C.A. §§ 1681-1683, and 1685-1686; 3) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 794(a); 4) the Americans with Disabilities Act of 1990, 42 U.S.C.A. §§ 12101 et seq.; 5) Age Discrimination Act of 1975, 42 U.S.C.A. §§ 6101-6107: 6) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C.A. § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91 or CFR Part 15; 8) Tex. Lab. Code, ch. 21; 9) Food Stamp Act of 1977 (7 USC §200 et seq); 10) US Department of Labor, Equal Opportunity E.O. 11246, as amended and supplemented; 11) Executive Order 13279 and 45 CFR Part 87 or 7 CFR Part 16 (regarding equal

treatment and opportunity for religious organizations; 12) DSHS Policy AA-5018, Non-discrimination Policies and Procedures for DSHS Programs; and13) any other nondiscrimination provision in specific statutes under which application for federal or state assistance is being made, which prohibits exclusion from or limitation of participation in programs, benefits, or activities, or denial of any aid, care, service or other benefit;

b) Drug Abuse Office and Treatment Act of 1972, 21 U.S.C.A. §§ 1101 et seq., relating to drug abuse;
c) Public Health Service Act of 1912, §§ 523 and 527, 42 U.S.C.A. § 290dd-2, and 42 C.F.R. pt. 2, relating to confidentiality of alcohol and drug abuse patient records;
d) Title VIII of the Civil Rights Act of 1968, 42 U.S.C.A. §§ 3601 et seq., relating to nondiscrimination in housing;
e) Immigration Reform and Control Act of 1986, 8 U.S.C.A. § 1324a, regarding employment verification;
f) Pro-Children Act of 1994, 20 U.S.C.A. §§ 6081-6084, regarding the non-use of all tobacco products;
g) National Research Service Award Act of 1971, 42 U.S.C.A. §§ 289a-1 et seq., and 6601 (P.L. 93-348 and P.L. 103-43), as amended, regarding human subjects involved in research;
h) Hatch Political Activity Act, 5 U.S.C.A. §§ 7321-26, which limits the political activity of employees whose employment is funded with federal funds;
i) Fair Labor Standards Act, 29 U.S.C.A. §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 U.S.C.A. §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
J) Tex. Gov't Code ch. 469 (Supp. 2004), pertaining to eliminating architectural barriers for persons with disabilities;
k) Texas Workers' Compensation Act, Tex. Labor Code, chs. 401-406 28 Tex. Admin. Code pt. 2, regarding compensation for employees' injuries;
l) The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
m) The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin Code ch. 96 regarding safety standards for handling blood borne pathogens;
n) Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
o) Environmental standards pursuant to the following: 1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;" 2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;" 3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961; 4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234); 5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq; 6) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, as amended, 42 USC §§ 7401 et seq.; 7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j; 8) Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.; 9) Federal Water Pollution Control Act, 33 USC §1251 et seq.; 10) Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting certain rivers

system; and 11) Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) prohibiting the use of lead-based paint in residential construction or rehabilitation;
p) Intergovernmental Personnel Act of 1970 (42 USC §§4278-4763 regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration (5 C.F.R. Part 900, Subpart F);
q) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
r) Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction sub-agreements;
s) Assist DSHS in complying the National Historic Preservation Act of 1966, §106 (16 U.S.C. § 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.) regarding historic property;
t) Financial and compliance audits in accordance with Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations; "and
u) requirements of any other applicable state and federal statutes, executive orders, regulations, rules, and policies.

If this contract is funded by a grant, additional state or federal requirements found in the Notice of Grant Award may be imposed on respondent;

26. Under §§2155.006 and 2261.053, Government Code, is not ineligible to receive a contract under this RFP and acknowledges that any contract may be terminated and payment withheld if this certification is inaccurate. Sections 2155.006 and 2261.053 relate to violations of federal law in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or certain other disasters;

27. Affirms that the statements in these assurances and certifications are true, accurate, and complete (to the best of respondent's and its authorized representative's knowledge and belief), and agrees to comply with the DSHS terms and conditions if an award is issued as a result of this proposal. Willful provision of false information is a criminal offense. Any person making any false, fictitious, or fraudulent statement may, in addition to other remedies available, be subject to civil penalties.

APPENDIX E: VENDOR IDENTIFICATION

VENDOR INFORMATION NEW ____ or Update Information ____

1a. Legal name **of Other Party (OP)** as it appears on documentation from IRS, Comptroller, or Secretary of State. This is the name that will appear on the contract document either as "Contractor" or by name. If using an assumed name, please attach documentation from Office of the Secretary of State or County Attorney.

1b**. OP Address** (Include Street and Mailing Addresses, City, County, State and Zip Code):

1c. **PAYEE Name and Mailing Address** (as it should appear on financial instruments and remittances):

1d. Federal Employer Identification No. [FEIN] (9 digit), name and Social Security Number (SSN), if individual, or State of Texas Comptroller Vendor Identification No. (14 digit).
NOTE: Use of SSN may result in it becoming part of documents that are subject to the Public Information Act. DSHS will not redact SSN when releasing information to the public.

1e**. Mail code**, if known (3 digits):

2. TYPE OF ENTITY (enter appropriate letter in box): ☐ Is your entity certified as a HUB? ☐ Yes ☐ No

A. City or County (Governmental Entity)	E. Texas Non-profit Corporation *	I. Sole Proprietor	M. Out-of-State Corp
B. State Agency	F. Texas For Profit Corporation*	J. Individual	N. Other ***
C. State Institution of Higher Learning	G. Professional Association*	K. Partnership**	
D. Other Political Subdivision	H. Regular Association	L. Limited Partnership**	

*Please provide 10-digit charter or file number assigned by the Secretary of State: _____

** Please provide the name and SSN or FEIN of each partner._____ _____

***If "Other", specify. _____

3a. Legal name of person or entity authorized to contract with Department of State Health Services.

3b. Typed **Name & Title of Person** *Authorized to Sign Contracts*:	3b. Telephone
3c. Typed **Name & Title** of Contact Person (Contract Documents and Correspondence)	3c. Telephone
3d. Contact Person's E-mail Address	
4a. Signature of person *Authorized to Sign Contracts* :	4b. Date

CSCU # EF29-12391 – Revised 10/14/2008

AI-25172 **13.A.**

Proclamation for Groundhog Job Shadow Day

CC REGULAR

Date:	02/08/2011
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	Precinct #1

Information

CAPTION

Consideration and Adoption of a Proclamation for Groundhog Job Shadow Day in Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Proclamation will be brought to commissioner's court as per County Judge's office.

Attachments

Link: porclamation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/03/2011 02:45 PM	APRV
2	Roland Garcia	Rolando Garcia	02/03/2011 03:41 PM	APRV
3	Auditor's Office		02/04/2011 05:09 PM	NEW

Form Started By: Erika Reyna — Started On: 02/03/2011 09:49 AM

Final Approval Date: 02/04/2011

The State of Texas
County of Hidalgo

PROCLAMATION

Whereas, Hidalgo County will observe the beginning of regional job shadow days initiatives on Groundhog Job Shadow Day – February 2, 2011 – in recognition and celebration of the importance of having students experience the workplace firsthand through mentoring and job shadowing; and

Whereas, Groundhog Job Shadow Day signifies the beginning of job shadow days that will be held throughout the spring; and participating employers will include judges, firefighters, engineers, health care professionals, doctors, mechanics, architects, teachers, government employees, and others; and

Whereas, The Goal of the job shadow days is to introduce young people to the world of work; the Job Shadow Day initiative is sponsored at the national level by America's Promise, The United States Department of Education, The Society for Human Resource Management, AT&T, and other partners; and the Job Shadow Day initiative is sponsored at the local level by Tech Prep of the Rio Grande Valley, The Rio Grande Valley Partnership , and numerous school districts and employers; and

Whereas, Job shadow day experiences help to ensure Hidalgo County's economic prosperity and the ability of our students to participate in the global workplaces of tomorrow; and

Whereas, It is particularly fitting for Hidalgo County to participate in and support job shadow day initiatives and encourage the continuing partnership of business and education in achieving their goals; and it is fitting that parents, educators, businesses, and other members of the local community join in local celebration in an effort to guarantee each student lifelong learning experiences.

NOW THEREFORE; be it resolved, that the Hidalgo County Commissioner's Court does hereby proclaim February 2, 2011 as "GROUNDHOG JOB SHADOW DAY" In Hidalgo County, Texas.

ADOPTED THE ___ DAY OF FEBRUARY 2011.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT.

_____

RAMON GARCIA
County Judge

JOEL QUINTANILLA PALACIOS County Commissioner, Pct. 1	HECTOR “TITO” County Commissioner, Pct. 2
JOE M. FLORES County Commissioner, Pct.3	JOSEPH PALACIOS County Commissioner, Pct. 4

Attested to:

ARTURO GUAJARDO, JR.
County Clerk

AI-25159 **14.A.**

Resolution - Unfunded Mandates

CC REGULAR

Date:	02/08/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Comm. Joseph Palacios (Bert)
Department:	EXECUTIVE OFFICE
Agenda Category:	Precinct #4

Information

CAPTION

Approval of Resolution in Support of HJR 56 In the 82nd Texas State Legislature

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact. Resolution in support of HJR 56

Attachments

Link: draft resolution

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/02/2011 04:33 PM	APRV
2	Manuel Chapa	Manuel Chapa	02/03/2011 10:00 AM	APRV
3	Auditor's Office		02/04/2011 05:09 PM	NEW

Form Started By: Monica Badillo — Started On: 02/02/2011 04:04 PM

Final Approval Date: 02/04/2011

RESOLUTION

A Resolution In Support of HJR 56 In the 82nd Texas State Legislature.

WHEREAS, Hidalgo County is responsible for the operation and management of many and various governmental programs as required or authorized by state law; and

WHEREAS, many state officials appropriately oppose unfunded mandates sent down to states from the federal government; and

WHEREAS, the state of Texas, acting through the Texas Legislature or through a state agency or executive order, enacts laws or promulgates rules that have the effect of imposing mandatory financial obligations upon Texas counties in the same manner that federal mandates obligate the state; and

WHEREAS, such unfunded or underfunded mandates disproportionately burden local property taxpayers with paying for state programs, resulting in local tax increases and/or cutbacks in local programs; and

WHEREAS, Rep. Burt Solomons has filed HJR 56 in the 82nd Legislature, a constitutional amendment that would "restrict the power of the Legislature to mandate requirements upon certain local governments," including counties, cities, hospital districts, community college districts, and special districts created by those entities; and

WHEREAS, HJR 56 states that "no bill enacted by the Legislature on or after Jan. 1, 2012 requiring a local government to establish, expand or modify a duty or activity that requires the expenditure of revenue by the local government shall be effective until and unless the Legislature appropriates or otherwise provides for the payment or reimbursement, from a source other than the revenue of the local government, of the costs incurred for the biennium by the local government in complying with the requirement;"

NOW, THEREFORE, the County of Hidalgo does hereby resolve that it is in the best interests of Texas counties and their taxpayers to support and favor the passage of HJR 56, as well as encouraging all members of the Texas House of Representatives to co-sponsor HJR 56.

ADOPTED THE _____ DAY OF FEBRUARY _____ 2011.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE COMMISSIONERS COURT:

_____
RAMON GARCIA
County Judge

_____	_____
JOEL QUINTANILLA	**HECTOR "TITO" PALACIOS**
County Commissioner, Pct. 1	County Commissioner, Pct. 2
_____	_____
JOE M. FLORES	**JOSEPH PALACIOS**
County Commissioner, Pct. 3	County Commissioner, Pct. 4

Attest:

_____
ARTURO GUAJARDO, JR.
County Clerk

STATE MANDATES: UNFUNDED AND UNDER-FUNDED

[PREPARED FOR COUNTY OFFICIALS BY THE TEXAS ASSOCIATION OF COUNTIES]

Introduction

There are many state-to-county mandates. Some are unfunded while others may be partially or even fully subsidized. The character of mandates may depend upon a number of factors such as the state appropriations process for a given biennium. Some mandates have been "on the books" prior to the adoption of the Texas Constitution of 1876 and are among the core responsibilities of county government, such as the duty of a county to provide a safe and suitable jail, a law dating back to the year 1846.

The dynamics of state-to-county mandates are often complex and varied. There may be off-setting factors that affect their nature such as criminal justice grants designed to promote a new program, the funds for which have, over time, been redirected or even depleted.

A substantial part of the mandate protection to be derived from an amendment to the Texas constitution is prospective—to deal with future legislation in a manner that will not materially disrupt county operations and adversely affect its important bond ratings.

Finally, it is not the intent of counties to contend that every statutory duty be funded by the State of Texas. This is an effort to identify some of the more apparent county mandates and to comment on their financial impact. It is offered as a beginning point to foster a better understanding among public servants and persons interested in the subject.

Indigent Defense Costs

The following is an example of an "under-funded" state-to-county mandate sometimes referred to as "The Fair Defense Act" that became law by acts of the 77th Legislature, effective January 1, 2002.

Vernon's Ann. C.C. P. Art. 1.051 (a) through (k) provides for entitlement to counsel by an indigent defendant in an adversarial judicial proceeding (includes misdemeanor offenses where confinement can be taken into account as part of the punishment) together with mandatory time periods for judicial appointments; an enumeration of actions including appellate and post

conviction proceedings; establishment of minimum periods for counsel preparation; and procedures for waiver, withdrawal and reappointment.

Comprehensive Procedures: Vernon's Ann. C.C.P. Art. 26. 04 sets forth the obligations to establish, publish and disseminate county wide procedures for appointing counsel together with mandated specifications for the process.

County Public Defender Program: Vernon's Ann. C.C.P. Art 26.044 enumerates the requisites for county public defender programs and systems including the establishment of maximum caseload maintenance and eligibility requirements for attorneys.

Juveniles: Vernon's Ann. Family Code Section 51.101 Appointment of counsel for juveniles.

Task Force & State Assistance: V.T.C.A. Government Code Section Chapter 71.058 Texas Judicial Council, Subchapter D. Task Force on Indigent Defense establishes the Fair Defense Account (appropriations for implementing the Task Force).

The state began issuing grants to counties in August 2002 to assist with implementing the Act. For state fiscal year 02 (Oct. 1, 2001-Sept. 30, 2002), counties received $7,079,677.00 in formula (non-competitive) grants from the state. However, total county expenditures reported during FY02 were $113,960,219.10, so the state's financial contribution covered about 6% of what counties spent to implement the Act during that fiscal year.

For state fiscal year 03 (Oct. 1, 2002-Sept. 30, 2003), counties were eligible to receive state funding in two categories: formula grants and discretionary (competitive) grants.

The amount of formula grants issued to counties during FY03 was $10,410,103.00. The amount for discretionary grants was $1,383,403 (These grants were issued on a competitive basis and required counties to forward proposals to the Task Force on Indigent Defense for consideration. Counties have used discretionary grant funds to fund public defender programs and other programs related to implementing the Act).

The total amount of state funding received in FY03 was $11,793,506. However, total county expenditures reported during FY03 were

$129,602,731.70, so the State's financial contribution covered about 9% of what counties spent to implement the Act.

For FY04, the state issued $9.6 million in formula grants and $1.1 million in discretionary grants ($10.7 million total). The state's financial contribution for FY04 will be able to be determined in late 2004 after the county expenditure totals for FY04 are reported (reports are due in November).

Since the Act became effective, the state has contributed $18,873,183 ($29,573,183 if FY04 grants are included) and counties have reported expenditures of $243,562,950.80 (through FY03).

This represents roughly an 8% contribution from the state (12% if FY04 grants are included) and a 92% contribution from counties (88% if you include FY04 state grants).

Based on FY 02 and FY 03 reporting, counties have expended the majority of costs to cover attorney's fees (about $90 million in FY02 and about $104 million during FY03).

Juvenile Probation Personnel

Vernon's Ann. Human Resources Code, Chapter 152 requires the commissioners court to pay the salaries of the juvenile probation personnel and other expenses certified as necessary by the juvenile board chairman from the general funds of the county.

The Indigent Health Care and Treatment Act

V.T.C.A. Health and Safety Code, Chapter 61, enacted in 1985, establishes the duty of a county, as the payor of last resort, to provide health care for indigent residents of the county under prescribed circumstances—if there is no hospital district or public hospital or other available source that serves in the area where the indigent resides.

The Act sets the limit of financial responsibility of a county at 8% of the county's general tax levy, including sales tax revenue. Once this annual financial threshold is reached, state assistance [reimbursement of 90% of eligible expenditures] is available depending upon the amount appropriated by the state and the availability of other authorized state managed revenue, if any. State reimbursement is not guaranteed and funding is subject to the appropriations

process, a venue where counties can, and sometimes do, become subordinated to a myriad of other considerations and interests.

Counties are not liable for indigent health care above the 8% amount—the public hospitals and hospital districts must continue to provide treatment however. The Act has been an unfunded mandate since its inception in 1985.

A county's financial participation beyond the 8% amount is not required. However, if counties do go over the 8% and seek reimbursement from the state for expenses incurred above that, they still lose 10% since the state reimburses for 90%, depending on state appropriations. Therefore, the state may not view indigent health care above the 8% threshold as an under-funded mandate, but in trying to protect county hospital emergency rooms from higher costs, it becomes one from the county perspective.

Prisoner & Inmate Mental Health Care

State Appropriations Act—Counties are mandated to provide both physical and mental health care services to indigent prisoners in their custody and control. State reductions in mental health care services may cause an increase in expenses for mental health care of persons incarcerated in county, particularly in providing psychotropic medications to treat illnesses such as schizophrenia, major depression, or bipolar disorder.

With reduced services due to state budget cuts, oftentimes, an adult or juvenile cannot tap into needed mental health services unless they enter the criminal justice system, or qualify for the jail diversion program. Under Appropriations Rider 55, Health and Human Services Commission, a study was ordered to determine the feasibility of closing or consolidating state MHMR facilities, state hospitals and state schools. Subject to the effect of the new jail diversion programs, closing these facilities may result in an undetermined increase in populations in county hospitals and jails.

Government Re-organization

HB 2292 from the 78th Legislature in 2003 is a massive reorganization law for all the state's health and human services agencies. Parts already have been implemented, and others are in the process of discussion and/or implementation. Currently, at least 45 counties have passed resolutions, requesting the state to reconsider one part of the reorganization. That part is

closing 217 of its 381 local Department of Human Services (DHS) offices and having clients or potential clients use call centers and the Internet.

Counties fear that closing local offices will impact them financially, due to increased costs to their indigent health care programs. Counties also fear that eligibility changes and reduction of Medicaid and CHIP funding could leave local entities to make up the difference in much more expensive ways such as emergency treatment.

Because it is too early to analyze the specific effects of HB 2292 – since its implementation is not final – it is classified as a potential unfunded or under-funded mandate that needs more study in the future.

Parole and Mandatory Supervision Violators

Persons (former inmates or "releasees") who are detained in a county facility pursuant to a warrant issued on an alleged violation of an administrative condition of release—V.T.C.A., Government Code, Section 508.282 (Blue Warrants) requires disposition of the administrative charges against the inmate or releasee before the 41st day after the date on which one or several conditions apply [see 508.282 (A) & (B)].

This section of the Government Code imposes an unfunded mandate on counties because the state requires the (former state inmate) releasee be detained for up to forty days without compensation to the county. Even though the law requires the state to take action before the 41st day, administrative inaction beyond that period plainly adds to the financial impact of housing inmates pending a disposition of the blue warrant.

Note--although section 508 (d) implies that a sheriff may release an inmate, it requires a ten day advance notice to the department (Texas Department of Criminal Justice). It would be inappropriate as a matter of public policy and legally insufficient for the Sheriff to discharge these situated releasees.

Inmate Transfers from Jails

V.T.C.A., Government Code, Section 499.121(c) provides the state has a duty to accept inmates in a state correctional facility not later than the 45th day after the date on which all processing required for the transfer has been completed. This statutory requirement is an unfunded mandate because it does not provide for compensation to counties for prisoner care during the 45 day period.

Jail Standards

County jails must comply with the regulations promulgated by the Texas Commission on Jail Standards. V.T.C.A., Government Code, Chapter 511. The requirements of providing safe and suitable jails, V.T.C.A. Local Government Code, Section 351.001, are administered and managed by the Commission, and to the extent that counties are required to comply with its rules that involve expenditures, the Commission regulations constitute unfunded mandates.

Prisoner Expenses

Vernon's Ann. C.C.P. Art. 104.002 provides the following, in part: "(a) Except as otherwise provided by this article, a county is liable for all expenses incurred in the safekeeping of prisoners confined in the county jail or kept under guard by the county." The exceptions pertain to inter-county transfers and subrogation rights to recover medical costs provided by a county or a hospital district.

Reimbursement of Witnesses

State Appropriations Act—The 78th Legislature cut by half the $1.2 million in annual appropriations to reimburse travel expenses for witnesses in criminal trials. The upshot in FY 2004 is that the state ran out of witness reimbursement money three months early. The Comptroller's office notified local officials by letter in the spring that this year's funds were about gone.

Witness reimbursement, with the approximately $600,000 appropriated for FY 2005, is supposed to start up again in September, when the state's new fiscal year begins. More than likely, those funds will be depleted very quickly, since the state will have a number of this year's bills to pay then that cannot be paid now.

Visiting Judges

The 78th Legislature cut funding for visiting judges in the state's nine judicial districts by about 65 percent, leaving roughly $6.8 million for the biennium, or $3.4 million a year. That $3.4 million a year compares to fiscal 2003 when the state spent $11.1 million and 2002 when the state spent $10.7 million on visiting judges.

Judges and court administrators expressed concern about the budget cuts in the March/April 2004 issue of *County* magazine. [See Page 36, "Lights Out at the Courthouse?"]

The Office of Court Administration (OCA) said it cautioned regional and local officials about the reduction in visiting judge funds when the fiscal year began last September. The OCA has not yet gathered statewide figures on the impact but said the number of visiting judge assignments has dropped this year, probably due to the warnings about less money being available. In terms of what the cuts have meant to caseloads, the OCA says it is too soon to know the impact.

Elections

According to numerous statutes in the Election Code, the burden of elections falls onto counties as mandated by the state. Yet counties do not receive funding from the state to conduct them. In Election Code, Sec. 1.014, it states that each county shall pay the expenses incurred to conduct an election. Special elections cannot be predicted as they are subject to the call of the governor or other entities, and therefore, adequate funds to cover potential special elections may not be included in a county's fiscal year budget.

State Reporting Requirements

Despite relatively recent efforts to relieve the burden of reporting to the state on the scope of county activities, a range of reporting requirements from the state constitute an under-funded mandate placed on counties and other local governments. (These efforts include a review and inventory of county and other local government reporting requirements with recommendations to streamline and reduce these reporting requirements--see Rider 9 in the General Appropriations Act, 77th Legislature and HB 2869, 77th Legislature).

In a May 2003 report, the state Department of Information Resources identified 292 reports required of local governments by 27 state agencies. Efforts to streamline and reduce reporting requirements are to be applauded but many of the mandates included here in this list nonetheless include often extensive reporting components. Although some of these required reports include within their statues the authority to recover administrative costs, many others include no such provisions.

Neither is it certain that the allowances made for recovering administrative costs are adequate to cover the reporting costs. In the absence of specific authority or adequate provision for the recovery of reporting required by the state, counties must expend their own resources, whether these resources are additional county staff or staff time, technology and other demands on county resources.

On Site Sewage Facilities

Health and Safety Code Sec. 366.005 requires that electric utilities compile a weekly list of new electric service connections and forward to the county judge or designees. The judge or designee must then forward this list to each authorized agent with jurisdiction over addresses on this list. The authorized agent uses this list to ensure that those with recent electrical service have met OSSF installation and inspection requirements. The judge or designees must also forward this list to each appraisal district and each emergency services district in the county. No provisions exist for recouping these administrative costs.

Economically Distressed Areas Program

Health and Safety Code Sec. 366.035--In order for a county to qualify for Water Development Board Grants through the Economically Distressed Areas program, a county must receive and maintain the status of an authorized agent. Administrative, inspection and other costs of running an OSSF program may be recouped through fees, but the costs of starting the program must be born by the county.

Health and Safety Code Sec.366.036 The commissioners court must prepare and maintain a map of the county that lies outside municipalities, showing where what types of OSSF may be located. There is no direct reimbursement for this cost. Although a county is not required to participate in the program, the state has qualified eligibility for the benefits in such a fashion that the governing body of a county would, in most instances, be remiss in the performance of its duties if it ignored the under-funded "opportunity" to participate.

Platting

Local Government Code Sec.232.0025--Although a county may charge a fee to cover the costs of reviewing a plat application, mandated deadlines (1999)

added for approving the plat can require additional county staff. This is a partially funded mandate---review costs may be recouped through the fee but there are no provisions providing for the increased costs that may result (dependent on size and rate of growth of a county) from 60-day deadlines to take action on a plat application.

Local Government Code Sec. 242.0015--Counties and cities are required to reach agreements regarding the review and approval or disapproval of plat applications in the extra-territorial jurisdiction. If an agreement cannot be reached, arbitration is mandated, with the costs of the arbitration borne equally, regardless of the reasons for failing to reach an agreement--an unfunded mandate.

FEDERAL—CONGRESS-TO-COUNTY MANDATES

The federal government, acting through Executive Orders, Federal Agencies or the United States Congress, also imposes under-funded mandates on counties (and States).

Help America Vote Act [HAVA]

United States Code, HR 3295, a federal law enacted Oct. 2002 and HB 1549 acts of the 78th Legislature, June 2004: HAVA is a federal statute that imposes under-funded mandates on county government and other governmental entities. While some funding was appropriated by Congress for the states, the resulting amount is inadequate to cover all costs. Both the federal and state legislation requires that a direct recording electronic (DRE) voting system be available at each polling place by Jan. 2006 to allow people with physical disabilities to cast a vote as anyone else, privately and independently. House Bill 1549 specifies that this mandate should be in place not later than January 1, 2006.

The purchase of DREs will be reimbursed at around $3000 each, which is the approximate cost of the unit itself. Items and administrative actions that will not likely be reimbursed that relate to the purchase of DREs include: set up costs, training, software, election judge's unit, back up DRE's in case of emergency, additional battery packs, public education, maintenance, printing of brochures and instruction sheets, *annual* software license and maintenance and optional extended warranties.

Air Quality Standards

Federal air quality standards (Clean Air Act) are a federal mandate, administered by the state through the state implementation plan. Grant programs administered by the state (Health and Safety Code Ch. 386) partially reimburse the cost of meeting air quality requirements, making it a partially funded mandate.

Water Quality Standards

Federal storm-water requirements under the Clean Water Act are administered by TCEQ. Abiding by the standards set forth under the Texas Pollution Discharge Elimination System program constitute an unfunded mandate for those counties that fall under the program's definitions. Any permissive authority related to environmental compliance and assumed by a county should not be considered a mandate. Violation of state environmental standards by a county should not be considered an unfunded mandate.

FINANCIAL IMPACT ON COUNTIES—SPECIFIC INSTANCES:
[Factual examples of how mandates have affected county operations]

Reimbursement of Witness Travel Expenses

McLennan County: The high-profile trial of former Baylor basketball player Carlton Dotson, accused of murdering his former teammate Patrick Dennehy, is expected to involve witnesses from several states, along with several expert witnesses. "If the state says they don't have any money, what do you do?" questioned McLennan County Judge Jim Lewis in the *Waco Tribune Herald*. "Who do we sue to get the state to pay? They are mandating some of these programs, and they mandate us to do it, then they say we don't have the money…What they are doing is dumping it all on us." Added District Attorney John Segrest: "The state writes the criminal laws. If the state wants us to prosecute and if they want juries to have good evidence to consider, then it's the state's responsibility to see that our witnesses are available and reimbursed for their expenses."

Bexar County: At least a dozen trials could be delayed until the new fiscal year begins. Normally, Bexar receives about $60,000 in as reimbursement for what is spent on witness travel, but local officials have already been told that pending bills of about $35,000 will not be paid this fiscal year, according to the *San Antonio Express-News*. District Attorney Susan Reed told the newspaper she will turn to emergency funds and seek continuances after putting together a list of

cases that could be affected. "We'll just have to wait and see how bad they're cutting us off at the knees," she said.

Visiting Judges

Randall County had to make up for some of the lost money by budgeting from their local funds for visiting judges. The county budgeted $100,000 to pay for visiting judges. County Judge Ernie Houdashell noted, "We traded paved roads for visiting district judges."

Harrison County: 71st District Judge Bonnie Leggat in Harrison County – the only district judge in the county – requested a visiting judge to handle a capital murder trial for six weeks but was only able to get one for three weeks due to the state budget cuts. She could not turn to her neighboring counties for relief because the district judges there were in the same boat. Nor could the Harrison County Commissioners Court do what Potter County did; due to the doubling of indigent defense costs under SB 7, the county could not budget money for the unanticipated state cuts to the visiting judge program.

Collin County: During the 1990s, Collin County's growth exceeded the number of district courts available. County Judge Ron Harris said the visiting judge program was essential because use of visiting judges kept the courts flowing while at the same time slowed the need for new district courts, for which the county must pay salaries and space.

Indigent Defense

Midland County reported spending $857,234 last year but received only $52,326 from the state – meaning a cost of more than $800,000 to local taxpayers, according to the *Midland Reporter-Telegram*.

Potter County spends $1.5 million for court-appointed attorney fees, according to the *Amarillo Globe-News*.

Lamar County's $23,000 state grant for indigent defense covers only about 10 percent of its bills for the program, says the *Paris News*.

Taylor County's indigent defense bills topped $720,000 in FY 2003, with the state only paying $62,181 of that cost, according to the *Abilene Reporter-News*.

Indigent Health Care:

With the high number of uninsured Texans, the demands continue to grow.

El Paso County's run Thomason Hospital saw a $20 million increase in charity care from fiscal 2001 through 2002.

Tarrant County's John Petersmith Hospital has experienced a 52 percent jump in charity care and uncollected bills, to $294 million, according to the hospital's financial officer speaking to the *Fort Worth Star-Telegram*.

Fannin County's Judge J. Derrell Hall reports that his county spends $750,000 a year on both indigent health care and indigent defense.
Note: TAC earnestly encourages readers and interested parties to comment on this list of mandates. To make comments, suggestions, corrections and other remarks you may email them if that is convenient. Email to staff members at TAC is as follows: Examples: to Elna Christopher: Elnac@county.org or Carey Boethel: Careyb@county.org

Other methods of commenting are equally encouraged. Should you prefer, you may contact any staff member of the Legislative Department via telephone at the following numbers: 1-800-456-5974 or 512-478-8753.

Letters may be addressed as follows: Texas Association of Counties, Post Office Box 2131, Attention: Mandate Comments, Austin, Texas 78768.

The Texas Association of Counties appreciates your continuing interest in helping make Texas county government the best in the nation. Thank you.

AI-25189 **15.A.1.**

Tax Office - Auto allowance for slot no. 0028 in the amount of $1,500.00 not to exceed 12/31/2011

CC REGULAR

Date:	02/08/2011
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

Information

CAPTION

Tax Office (1100):
a. Approval of auto allowance in the amount of $1,500.00 for slot no. 0028, and pay allowance to employee no. 176362, to expire 12/31/2011.
b. Approval of interdepartmental transfer.
c. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-XX-1XX-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 02/04/2011.

Attachments

Link: interdept transfer
Link: PARs
Link: Job Description
Link: Fiscal Note
Link: Revised salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	02/04/2011 02:41 PM	APRV
1	Sylvia Solis	Sylvia Solis	02/04/2011 02:41 PM	APRV
2	Budget & Management	Erika Zamora	02/04/2011 02:42 PM	APRV
2	Budget & Management	Erika Zamora	02/04/2011 02:42 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/04/2011 03:52 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/04/2011 03:52 PM	APRV

4	Auditor's Office	02/04/2011 05:09 PM	NEW
4	Auditor's Office	02/04/2011 05:09 PM	NEW

Form Started By: Sylvia Solis Started On: 02/04/2011 10:51 AM

Final Approval Date: 02/04/2011

DATE: February 4, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Tax Office

ACCOUNT NUMBER: 1-1100-415-XX-1XX-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
1-1100-415-00-115-002-0- 899	CO WIDE ADM -	CONTINGENCY	(1,589.63)
TO			
1-1100-415-15-140-001-0- 118	TAX OFFICE -	AUTO ALLOWANCE	1,350.00
1-1100-415-15-140-001-0- 220	TAX OFFICE -	FICA	103.28
1-1100-415-15-140-001-0- 230	TAX OFFICE -	RETIREMENT	129.60
1-1100-415-15-140-001-0- 250	TAX OFFICE -	UNEMPLOYMENT COMP	6.75
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund auto allowance and related fringe benefit expenditures for one (1) Deputy Clerk II, slot no. 028 employee no. 176362.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: TAX OFFICE (140-001) DATE: 2/4/11

CURRENT POSITION TITLE: DEPUTY CLERK II CURRENT SLOT. #: 0028

REQUESTED POSITION TITLE: DEPUTY CLERK II

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other ADD AUTO ALLOWANCE

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 1,500.00 (Proposed Budgeted Salary) $ 1,500.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other CO. WIDE ADM. - CONTINGENCY

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

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

County vehicle previously used by Alamo Sub-Station to go to the Bank for change, etc., burned on January 23rd, 2011 and was declared a total loss. We do not have funds in our budget to replace it. Auto allowance needed for supervisor to use personal vehicle to make the trips to the bank.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 2/4/11	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 02/04/2011	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

DEPUTY CLERK II

GRADE: 03

GENERAL DESCRIPTION

Performs moderately complex (journey-level) appellate work; Work involves maintaining records and filing, tracking, and managing cases filed in an appellate court; May train others; Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Receives, files, and processes cases on appeal from lower courts and original proceedings

Sends court notices to appropriate parties

Certifies records for use in other courts

Maintains files

Examines cases to ensure that documents are in order and requests additional records as appropriate

Issues orders handed down by the court

Assists in answering telephone inquires, correspondence, and requests for documents

Assists in maintaining dockets or calendar systems for tracking and managing cases

Assists in processing appeals

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) year of experience in clerical work. Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of legal terms and concepts and of court statutes and policies

Skill in the operation of office equipment

Ability to maintain files and records, to communicate effectively, and to train others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, February 08, 2011 **Agenda Item:** 25189

Summary of request/proposal:
Tax Office (1100):
Approval of auto allowance in the amount of $1,500.00 for slot no. 0028, and pay allowance to employee no. 176362, not to exceed 12/31/2011.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	DEPUTY CLERK II *(AUTO ALLOWANCE)*	0028	118	0.00	1,500.00	1,500.00
				0.00	1,500.00	1,500.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
1-1100-415-15-140-001-0- 118	TAX OFFICE -	AUTO ALLOWANCE	$1,350.00
1-1100-415-15-140-001-0- 211	TAX OFFICE -	HEALTH INSURANCE	$0.00
1-1100-415-15-140-001-0- 212	TAX OFFICE -	LIFE INSURANCE	$0.00
1-1100-415-15-140-001-0- 220	TAX OFFICE -	FICA	$103.28
1-1100-415-15-140-001-0- 230	TAX OFFICE -	RETIREMENT	$129.60
1-1100-415-15-140-001-0- 250	TAX OFFICE -	UNEMPLOYMENT COMP	$6.75
1-1100-415-15-140-001-0- 260	TAX OFFICE -	WORKER'S COMP	$0.00
		2011 Budgetary Impact	$1,589.63

2012 Budgetary Impact: $1,766.25

Possible Funding Sources: **Co. Wide Administration**

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-415-15-140-001-0

AI - 25189

TAX OFFICE

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	TAX ASSESSOR/COLLECTOR				$87,360.00	$87,360.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$95,360.00
0002	113	CHIEF OF OPER				$68,512.00	$68,512.00	$780.00	$0.00	$0.00	$6,940.00	$0.00	$76,232.00
0003	113	TAX COLL MGR				$62,889.00	$62,889.00	$1,680.00	$0.00	$0.00	$2,800.00	$0.00	$67,369.00
0004	113	MANAGER, MOTOR VEHICLE LICENSE SECTI	15	3	$58,342.00	$58,342.00	$58,348.00	$540.00	$0.00	$0.00	$5,625.00	$0.00	$64,513.00
0005	113	CHIEF FRAUD INVESTIGATOR	14	2	$52,254.00	$52,254.00	$52,624.00	$660.00	$0.00	$0.00	$0.00	$500.00	$53,784.00
0006	113	MANAGER, TAX ASSESSING SECTION	15	1	$54,526.00	$54,526.00	$54,526.00	$2,100.00	$0.00	$0.00	$0.00	$0.00	$56,626.00
0007	113	ACCOUNTS REPORT SPECIALIST	14	2	$52,254.00	$52,254.00	$52,766.00	$660.00	$0.00	$0.00	$1,500.00	$0.00	$54,926.00
0008	113	ACCOUNTANT IV	14	1	$50,487.00	$50,487.00	$50,516.00	$1,200.00	$0.00	$0.00	$1,500.00	$0.00	$53,216.00
0009	113	COMPUTER SYSTEM ADMINISTATOR	12	4	$47,829.00	$47,829.00	$47,829.00	$660.00	$0.00	$0.00	$1,500.00	$0.00	$49,989.00
0010	113	FRAUD INVESTIGATOR	12	3	$46,314.00	$46,314.00	$46,314.00	$300.00	$0.00	$0.00	$0.00	$500.00	$47,114.00
0011	113	EXECUTIVE ASSISTANT II	13	2	$48,383.00	$48,383.00	$48,922.00	$1,560.00	$0.00	$0.00	$0.00	$0.00	$50,482.00
0012	113	ACCOUNTANT III	12	3	$46,314.00	$46,314.00	$46,314.00	$600.00	$0.00	$0.00	$0.00	$0.00	$46,914.00
0013	113	ACCOUNTANT III	12	3	$46,314.00	$46,314.00	$46,314.00	$0.00	$0.00	$0.00	$0.00	$0.00	$46,314.00
0014	113	ACCOUNTANT III	12	1	$43,284.00	$43,284.00	$43,284.00	$780.00	$0.00	$0.00	$0.00	$0.00	$44,064.00
0015	113	ACCOUNTANT III	12	3	$46,314.00	$46,314.00	$46,314.00	$960.00	$0.00	$0.00	$1,500.00	$0.00	$48,774.00
0017	113	DEPUTY CLERK II	7	10	$38,737.00	$38,737.00	$39,196.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,196.00
0018	113	DEPUTY CLERK III	9	5	$39,172.00	$39,172.00	$39,172.00	$1,800.00	$0.00	$0.00	$1,500.00	$0.00	$42,472.00
0019	113	DEPUTY CLERK III	9	5	$39,172.00	$39,172.00	$39,172.00	$1,860.00	$0.00	$0.00	$1,500.00	$0.00	$42,532.00
0020	113	DEPUTY CLERK III	9	5	$39,172.00	$39,172.00	$39,172.00	$780.00	$0.00	$0.00	$1,500.00	$0.00	$41,452.00
0021	113	DEPUTY CLERK III	9	5	$39,172.00	$39,172.00	$39,172.00	$1,320.00	$0.00	$0.00	$900.00	$0.00	$41,392.00
0022	113	DEPUTY CLERK II	7	6	$34,613.00	$34,613.00	$34,971.00	$480.00	$0.00	$0.00	$1,500.00	$0.00	$36,951.00
0023	113	DEPUTY CLERK II	7	6	$34,613.00	$34,613.00	$34,971.00	$660.00	$0.00	$0.00	$750.00	$0.00	$36,381.00
0024	113	DEPUTY CLERK II	7	6	$34,613.00	$34,613.00	$34,971.00	$420.00	$0.00	$0.00	$0.00	$0.00	$35,391.00
0025	113	BOOKKEEPER II	8	2	$32,929.00	$32,929.00	$32,929.00	$600.00	$0.00	$0.00	$0.00	$0.00	$33,529.00
0026	113	DEPUTY CLERK II	7	7	$35,644.00	$35,644.00	$36,063.00	$780.00	$0.00	$0.00	$0.00	$0.00	$36,843.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-415-15-140-001-0

AI - 25189

TAX OFFICE

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0027	113	TITLE EXAMINER II	8	3	$34,043.00	$34,043.00	$34,043.00	$660.00	$0.00	$0.00	$0.00	$0.00	$34,703.00
									ADD AUTO ALLOWANCE:		$1,500.00		
0028	**113**	**DEPUTY CLERK II**	**7**	**7**	**$35,644.00**	**$35,644.00**	**$35,644.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$35,644.00**
0029	113	BOOKKEEPER II	8	2	$32,929.00	$32,929.00	$33,249.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$34,269.00
0030	113	DEPUTY CLERK II	7	5	$33,582.00	$33,582.00	$33,582.00	$1,380.00	$0.00	$0.00	$750.00	$0.00	$35,712.00
0031	113	DEPUTY CLERK II	7	5	$33,582.00	$33,582.00	$33,582.00	$1,140.00	$0.00	$0.00	$750.00	$0.00	$35,472.00
0032	113	DEPUTY CLERK II	7	5	$33,582.00	$33,582.00	$33,582.00	$1,860.00	$0.00	$0.00	$750.00	$0.00	$36,192.00
0033	113	BOOKKEEPER II	8	3	$34,043.00	$34,043.00	$34,160.00	$600.00	$0.00	$0.00	$0.00	$0.00	$34,760.00
0034	113	DEPUTY CLERK II	7	6	$34,613.00	$34,613.00	$34,613.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$36,413.00
0035	113	DEPUTY CLERK II	7	6	$34,613.00	$34,613.00	$34,613.00	$1,740.00	$0.00	$0.00	$0.00	$0.00	$36,353.00
0036	113	DEPUTY CLERK II	7	2	$30,489.00	$30,489.00	$30,865.00	$420.00	$0.00	$0.00	$0.00	$0.00	$31,285.00
0037	113	TITLE EXAMINER I	6	4	$30,141.00	$30,141.00	$30,588.00	$540.00	$0.00	$0.00	$0.00	$0.00	$31,128.00
0038	113	BOOKKEEPER I	6	4	$30,141.00	$30,141.00	$30,141.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$31,281.00
0039	113	BOOKKEEPER I	6	5	$31,096.00	$31,096.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0040	113	TECHNICIAN II	6	4	$30,141.00	$30,141.00	$30,141.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,141.00
0041	113	ADMINISTRATIVE ASSISTANT III	8	2	$32,929.00	$32,929.00	$32,929.00	$660.00	$0.00	$0.00	$0.00	$0.00	$33,589.00
0042	113	DEPUTY CLERK II	7	1	$29,458.00	$29,458.00	$29,598.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$30,738.00
0043	113	BOOKKEEPER I	6	3	$29,186.00	$29,186.00	$29,186.00	$420.00	$0.00	$0.00	$0.00	$0.00	$29,606.00
0044	113	DEPUTY CLERK I	5	5	$28,792.00	$28,792.00	$28,959.00	$540.00	$0.00	$0.00	$0.00	$0.00	$29,499.00
0045	113	DEPUTY CLERK I	5	5	$28,792.00	$28,792.00	$28,864.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$30,184.00
0046	113	DEPUTY CLERK I	5	4	$27,908.00	$27,908.00	$28,214.00	$720.00	$0.00	$0.00	$0.00	$0.00	$28,934.00
0047	113	DEPUTY CLERK I	5	4	$27,908.00	$27,908.00	$27,908.00	$540.00	$0.00	$0.00	$0.00	$0.00	$28,448.00
0048	113	DEPUTY CLERK I	5	4	$27,908.00	$27,908.00	$27,908.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$29,048.00
0049	113	DEPUTY CLERK I	5	3	$27,024.00	$27,024.00	$27,245.00	$900.00	$0.00	$0.00	$750.00	$0.00	$28,895.00

HIDALGO COUNTY
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TAX OFFICE

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0050	113	DEPUTY CLERK I	5	3	$27,024.00	$27,024.00	$27,245.00	$420.00	$0.00	$0.00	$0.00	$0.00	$27,665.00
0051	113	BOOKKEEPER I	6	2	$28,231.00	$28,231.00	$28,231.00	$480.00	$0.00	$0.00	$0.00	$0.00	$28,711.00
0052	113	DEPUTY CLERK I	5	3	$27,024.00	$27,024.00	$27,024.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,024.00
0053	113	DEPUTY CLERK II	7	3	$31,520.00	$31,520.00	$31,520.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$32,720.00
0054	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,554.00	$540.00	$0.00	$0.00	$0.00	$0.00	$27,094.00
0055	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,470.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,470.00
0056	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,428.00	$900.00	$0.00	$0.00	$0.00	$0.00	$27,328.00
0057	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,420.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$27,440.00
0058	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,140.00	$540.00	$0.00	$0.00	$0.00	$0.00	$26,680.00
0059	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,140.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,620.00
0060	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,625.00	$720.00	$0.00	$0.00	$0.00	$0.00	$26,345.00
0061	113	DEPUTY CLERK I	5	0	$23,993.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,993.00
0062	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,625.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,625.00
0063	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,625.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$26,645.00
0064	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,625.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,625.00
0065	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,625.00	$900.00	$0.00	$0.00	$0.00	$0.00	$26,525.00
0066	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,625.00	$660.00	$0.00	$0.00	$0.00	$0.00	$26,285.00
0067	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,553.00	$600.00	$0.00	$0.00	$0.00	$0.00	$26,153.00
0068	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,553.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,853.00
0069	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0070	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,375.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$26,575.00
0071	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,319.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,319.00
0072	113	INVENTORY SPECIALIST I	4	3	$25,021.00	$25,021.00	$25,236.00	$0.00	$0.00	$0.00	$2,250.00	$0.00	$27,486.00
0073	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,616.00
0074	113	DEPUTY CLERK I	5	3	$27,024.00	$27,024.00	$27,024.00	$300.00	$0.00	$0.00	$0.00	$0.00	$27,324.00

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TAX OFFICE

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0075	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,556.00
0076	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$420.00	$0.00	$0.00	$0.00	$0.00	$25,676.00
0077	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,556.00
0078	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0079	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$540.00	$0.00	$0.00	$0.00	$0.00	$25,796.00
0080	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$480.00	$0.00	$0.00	$0.00	$0.00	$25,736.00
0081	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0082	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0083	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,616.00
0084	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,556.00
0085	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,616.00
0086	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$26,396.00
0087	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0088	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0089	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$720.00	$0.00	$0.00	$0.00	$0.00	$25,976.00
0090	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$840.00	$0.00	$0.00	$0.00	$0.00	$26,096.00
0091	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0092	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0093	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0094	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$540.00	$0.00	$0.00	$0.00	$0.00	$25,796.00
0095	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$420.00	$0.00	$0.00	$0.00	$0.00	$25,676.00
0096	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,556.00
0098	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0099	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0100	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$540.00	$0.00	$0.00	$0.00	$0.00	$25,796.00

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TAX OFFICE

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0102	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,556.00
0103	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$720.00	$0.00	$0.00	$0.00	$0.00	$25,976.00
0104	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0105	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0106	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0107	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0108	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,616.00
0109	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,556.00
0110	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,556.00
0111	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,616.00
0112	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,556.00
0113	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0114	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0115	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0116	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0117	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0118	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0119	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0120	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0121	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0122	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0123	113	ADMINISTRATIVE ASSISTANT III	8	2	$32,929.00	$32,929.00	$32,929.00	$420.00	$0.00	$0.00	$1,500.00	$0.00	$34,849.00
0124	113	DEPUTY CLERK II	7	3	$31,520.00	$31,520.00	$31,520.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,520.00
0125	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,140.00	$660.00	$0.00	$0.00	$0.00	$0.00	$26,800.00
0126	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,140.00	$360.00	$0.00	$0.00	$0.00	$0.00	$26,500.00

HIDALGO COUNTY
COMMISSIONER COURT
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TAX OFFICE

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0127	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,140.00	$900.00	$0.00	$0.00	$0.00	$0.00	$27,040.00
0128	113	ADMINISTRATIVE ASSISTANT III	8	1	$31,815.00	$31,815.00	$32,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$32,300.00
0129	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0130	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0131	113	ACCOUNTANT II	10	0	$35,254.00	$35,254.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0132	113	DEPUTY CLERK I	5	0	$23,993.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,993.00
0133	113	DEPUTY CLERK I	5	0	$23,993.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,993.00
					$3,606,366.00	$3,825,127.00	$3,804,227.00	$64,140.00	$0.00	$0.00	$45,265.00	$26,189.00	$3,913,132.00

Approval of auto allowance in the amount of $1,500.00 for slot no. 0028, and pay allowance to employee no. 176362, not to exceed 12/31/2011.

AI-25144 **15.A.2.**

WIC - Creation of one (1) full-time LVN I, grade 9 and one (1) part-time Custodian I position, grade 1

CC REGULAR

Date:	02/08/2011
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Norma Longoria
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

Information

CAPTION

W.I.C. Adm. (1292):
a. Approval to create the following positions:

Slot No.	Employment Status	Position Title	Grade & Step	Grade & Step Salary
0237	Full-time	Licensed Vocational Nurse I	9, 1	$34,360.00
0238	Part-time	Custodian I	1, 1	$18,564.00

b. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1292-441-00-350-001-1-XXX

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

BUDGETARY IMPACT:

Available funds pending rollover of grant funds. Appropriation to be submitted at a later date.

Attachments

Link: pars
Link: job descriptions
Link: Fiscal Note
Link: Revised salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	02/03/2011 03:49 PM	APRV
2	Budget & Management	Erika Zamora	02/03/2011 04:32 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/04/2011 02:26 PM	APRV

4	Auditor's Office	02/04/2011 05:09 PM	NEW
Form Started By: Sylvia Solis		Started On: 02/02/2011 02:19 PM	
Final Approval Date: 02/04/2011			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: WIC DEPARTMENT/ 350
1-1292-441-00-350-001-1

DATE: 01-4-2011

CURRENT POSITION TITLE:

CURRENT SLOT. #: 001-237

REQUESTED POSITION TITLE: LVN I
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 34,360.00 (Proposed Budgeted Salary) $ 34,360.00 (Net Change)
(Grade 9-Step 1) (Grade 9-Step 1)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ✓ | Part Time Employee Object 114 ☐ | _____

Full Time Temporary Object 121 ☐ | Part Time Temporary Object 122 ☐ | $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Need LVN for WIC certifications in Starr County.

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

See attached

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

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

GRADE 9 STEP 0 $32,642.00

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	01-4-2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	02/03/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: WIC Department 350 1-1292-441-00-350-001-1 **DATE:** 01/27/11

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 001-238

REQUESTED POSITION TITLE: ~~part-time~~ custodian I ~~proposed slot # 238~~
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ (Grade 1 - Step 1) 18,564.00 ~~9,282.00~~ (Proposed Budgeted Salary) $ (Grade 1 - Step 1) 18,564.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Health Department moved out from old Pharr clinic located 1903 N. Fir and now they only have a cleaning person half day. The needs of the clinic require cleaning all day. This position will part-time and in combination with the other person that cleans will take care of clinic's needs.

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

see job description attached

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

Grade 1 Step 0 part-time **$8,818.00**

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Norma L Longoria DEPARTMENT HEAD	01/27/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	02/03/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

LICENSED VOCATIONAL NURSE I

GRADE: 09

GENERAL DESCRIPTION

This position performs entry-level vocational nursing work. Work involves providing for the care, treatment, and general welfare of patients; Works under close supervision, with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Administers medication orally, rectally, internally, or by injection

Monitors patients' weight, diet, feeding problems, and vital signs

Collects specimens for laboratory examination

Counsels patients with specific health goals

Conducts appropriate screening tests

Applies principles and practices to assess, prevent, and control disease

Maintains records pertaining to medication, deaths, illnesses, and the transfer of patients

Makes rounds or home visits

Assists medical staff in examining patients

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One to two (1-2) years of experience in nursing work; Graduation from a standard senior high school or equivalent or from an approved vocational or practical nursing education program is generally preferred. Two (2) years of experience may be substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of nursing procedures and techniques

Ability to provide patient medical care and to prepare and maintain records

Registration, Certification, or Licensure

Must be licensed as a Licensed Vocational Nurse by the State of Texas or in a party state that recognizes reciprocity through the Nurse Licensure Compact

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

CUSTODIAN I

GRADE: 01

GENERAL DESCRIPTION

Performs entry-level custodial work; Work involves cleaning and caring for state buildings and premises, and maintaining custodial equipment; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs custodial functions such as sweeping, mopping, dusting, spray waxing, and floor stripping

Performs rest room maintenance, replenishing supplies and applying cleaning chemicals as appropriate

Performs carpet maintenance

Cleans office furniture, walls, windows, and floors; and empties trash

May inspect buildings for cleanliness and report needed repairs as appropriate

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in custodial work; Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of cleaning techniques and procedures

Skill in the use of custodial materials and chemicals; and in the operation of custodial equipment

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to

walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, February 08, 2011 **Agenda Item:** 25144

Summary of request/proposal:
W.I.C. Dept. (1292):
1. Approval to create one (1) full-time Licensed Vocational Nurse I position, slot no. 0237, grade 09 - step 01.
2. Approval to create one (1) part-time Custodian I position, slot no. 0237, grade 01 - step 01.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1292	Licensed Vocational Nurse I	0237	113	0.00	34,360.00 *GRADE 9, STEP 1*	34,360.00
1292	Custodian I	0238	114	0.00	18,564.00 *GRADE 1, STEP 1*	18,564.00
				0.00	52,924.00	52,924.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1292-441-00-350-001-1-	113	WIC -	REG F/T EMPLOYEES	$30,924.00
1-1292-441-00-350-001-1-	114	WIC -	REG P/T EMPLOYEES	$16,707.60
1-1292-441-00-350-001-1-	211	WIC -	HEALTH INSURANCE	$6,480.00
1-1292-441-00-350-001-1-	212	WIC -	LIFE INSURANCE	$48.60
1-1292-441-00-350-001-1-	220	WIC -	FICA	$3,643.82
1-1292-441-00-350-001-1-	230	WIC -	RETIREMENT	$4,572.63
1-1292-441-00-350-001-1-	250	WIC -	UNEMPLOYMENT COMP	$238.16
1-1292-441-00-350-001-1-	260	WIC -	WORKER'S COMP	$0.00
			2011 Budgetary Impact	$62,614.81

2012 Budgetary Impact: $69,572.01

Possible Funding Sources: WITHIN FUND 1292, APPROPRIATION PENDING GRANT FUNDS ROLLOVER *(TO BE SUBMITTED AT A LATER DATE)*

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1292-441-00-350-001-1

AI - 25144

WIC ADM

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	WIC DIRECTOR				$98,280.00	$98,280.00	$1,920.00	$0.00	$0.00	$0.00	$0.00	$100,200.00
0002	113	AREA COORDINATOR III	18	1	$68,687.00	$68,687.00	$69,669.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$70,809.00
0003	113	AREA COORDINATOR II	16	3	$63,010.00	$63,010.00	$63,656.00	$960.00	$0.00	$0.00	$0.00	$0.00	$64,616.00
0005	113	EXECUTIVE ASSISTANT II	13	1	$46,747.00	$46,747.00	$46,747.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$48,007.00
0006	113	NUTRITIONIST III	15	3	$58,342.00	$58,342.00	$58,388.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$59,768.00
0008	113	REGISTERED DIETICIAN II	14	1	$50,487.00	$50,487.00	$50,783.00	$720.00	$0.00	$0.00	$0.00	$0.00	$51,503.00
0010	113	NUTRITIONIST I	11	2	$41,481.00	$41,481.00	$41,895.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,895.00
0011	113	NUTRITIONIST II	13	1	$46,747.00	$46,747.00	$46,747.00	$0.00	$0.00	$0.00	$0.00	$0.00	$46,747.00
0012	113	ACCOUNTANT IV	14	4	$55,788.00	$55,788.00	$55,788.00	$1,920.00	$0.00	$0.00	$0.00	$0.00	$57,708.00
0013	113	REGISTERED DIETICIAN I	12	4	$47,829.00	$47,829.00	$48,434.00	$0.00	$0.00	$0.00	$0.00	$0.00	$48,434.00
0014	113	NUTRITIONIST I	11	6	$47,093.00	$47,093.00	$47,093.00	$600.00	$0.00	$0.00	$0.00	$0.00	$47,693.00
0015	113	REGISTERED DIETICIAN I	12	0	$41,120.00	$41,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0017	113	LICENSED VOCATIONAL NURSE II	11	4	$44,287.00	$44,287.00	$44,664.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$45,804.00
0018	113	NUTRITIONIST I	11	4	$44,287.00	$44,287.00	$44,664.00	$480.00	$0.00	$0.00	$0.00	$0.00	$45,144.00
0019	113	NUTRITIONIST I	11	4	$44,287.00	$44,287.00	$44,664.00	$600.00	$0.00	$0.00	$0.00	$0.00	$45,264.00
0020	113	NUTRITIONIST I	11	4	$44,287.00	$44,287.00	$44,664.00	$420.00	$0.00	$0.00	$0.00	$0.00	$45,084.00
0021	113	NUTRITIONIST I	11	4	$44,287.00	$44,287.00	$44,664.00	$480.00	$0.00	$0.00	$0.00	$0.00	$45,144.00
0022	113	LICENSED VOCATIONAL NURSE II	11	4	$44,287.00	$44,287.00	$44,287.00	$900.00	$0.00	$0.00	$0.00	$0.00	$45,187.00
0023	113	CLINIC MANAGER	12	2	$44,799.00	$44,799.00	$44,799.00	$480.00	$0.00	$0.00	$0.00	$0.00	$45,279.00
0024	113	CLINIC MANAGER	12	2	$44,799.00	$44,799.00	$44,799.00	$780.00	$0.00	$0.00	$0.00	$0.00	$45,579.00
0025	113	CLINIC MANAGER	12	1	$43,284.00	$43,284.00	$43,489.00	$780.00	$0.00	$0.00	$0.00	$0.00	$44,269.00
0026	113	NUTRITIONIST I	11	3	$42,884.00	$42,884.00	$42,884.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,884.00
0027	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$42,884.00	$840.00	$0.00	$0.00	$0.00	$0.00	$43,724.00
0028	113	CLINIC MANAGER	12	1	$43,284.00	$43,284.00	$43,284.00	$480.00	$0.00	$0.00	$0.00	$0.00	$43,764.00
0029	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$42,884.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,884.00
0030	113	NUTRITIONIST I	11	3	$42,884.00	$42,884.00	$42,884.00	$300.00	$0.00	$0.00	$0.00	$0.00	$43,184.00
0031	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$42,884.00	$840.00	$0.00	$0.00	$0.00	$0.00	$43,724.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1292-441-00-350-001-1

AI - 25144

WIC ADM

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0032	113	NUTRITIONIST I	11	3	$42,884.00	$42,884.00	$42,884.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,884.00
0033	113	CLINIC MANAGER	12	1	$43,284.00	$43,284.00	$43,284.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,284.00
0034	113	CLINIC MANAGER	12	1	$43,284.00	$43,284.00	$43,284.00	$540.00	$0.00	$0.00	$0.00	$0.00	$43,824.00
0035	113	NUTRITIONIST I	11	3	$42,884.00	$42,884.00	$42,884.00	$300.00	$0.00	$0.00	$0.00	$0.00	$43,184.00
0036	113	LICENSED VOCATIONAL NURSE II	11	2	$41,481.00	$41,481.00	$41,844.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$42,864.00
0037	113	LICENSED VOCATIONAL NURSE II	11	2	$41,481.00	$41,481.00	$41,844.00	$660.00	$0.00	$0.00	$0.00	$0.00	$42,504.00
0039	113	LICENSED VOCATIONAL NURSE II	11	2	$41,481.00	$41,481.00	$41,725.00	$960.00	$0.00	$0.00	$0.00	$0.00	$42,685.00
0040	113	LICENSED VOCATIONAL NURSE II	11	2	$41,481.00	$41,481.00	$41,725.00	$720.00	$0.00	$0.00	$0.00	$0.00	$42,445.00
0041	113	LICENSED VOCATIONAL NURSE II	11	2	$41,481.00	$41,481.00	$41,725.00	$540.00	$0.00	$0.00	$0.00	$0.00	$42,265.00
0042	113	VENDOR LIASON	12	1	$43,284.00	$43,284.00	$43,284.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$44,364.00
0044	113	LICENSED VOCATIONAL NURSE II	11	1	$40,078.00	$40,078.00	$40,078.00	$300.00	$0.00	$0.00	$0.00	$0.00	$40,378.00
0045	113	WIC CRTFCTN SPECIALIST III	9	4	$37,969.00	$37,969.00	$38,540.00	$1,920.00	$0.00	$0.00	$0.00	$0.00	$40,460.00
0047	113	LICENSED VOCATIONAL NURSE II	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0048	113	WIC CRTFCTN SPECIALIST III	9	3	$36,766.00	$36,766.00	$37,140.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$38,220.00
0049	113	WIC CRTFCTN SPECIALIST III	9	3	$36,766.00	$36,766.00	$37,140.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$38,400.00
0050	113	WIC CRTFCTN SPECIALIST III	9	3	$36,766.00	$36,766.00	$37,140.00	$1,980.00	$0.00	$0.00	$0.00	$0.00	$39,120.00
0051	113	WIC CERTIFICATION SPECIALIST I	5	4	$27,908.00	$27,908.00	$27,908.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,908.00
0053	113	LICENSED VOCATIONAL NURSE II	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0054	113	LICENSED VOCATIONAL NURSE II	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0055	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0057	113	CLERK V	9	1	$34,360.00	$34,360.00	$34,360.00	$1,860.00	$0.00	$0.00	$0.00	$0.00	$36,220.00
0058	113	CLERK V	9	1	$34,360.00	$34,360.00	$34,360.00	$1,980.00	$0.00	$0.00	$0.00	$0.00	$36,340.00
0059	113	CLERK V	9	2	$35,563.00	$35,563.00	$35,650.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$36,670.00
0060	113	CLERK IV	7	4	$32,551.00	$32,552.00	$32,624.00	$1,680.00	$0.00	$0.00	$0.00	$0.00	$34,304.00
0061	113	CLERK III	5	4	$27,908.00	$27,908.00	$28,079.00	$960.00	$0.00	$0.00	$0.00	$0.00	$29,039.00
0062	113	CLERK IV	7	3	$31,520.00	$31,520.00	$31,980.00	$1,680.00	$0.00	$0.00	$0.00	$0.00	$33,660.00
0063	113	CLERK IV	7	3	$31,520.00	$31,520.00	$31,921.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$33,301.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1292-441-00-350-001-1

AI - 25144

WIC ADM

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0064	113	CLERK IV	7	3	$31,520.00	$31,520.00	$31,849.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$33,169.00
0065	113	CLINIC AIDE III	5	8	$31,444.00	$31,444.00	$31,596.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$32,736.00
0066	113	CLERK IV	7	1	$29,458.00	$29,458.00	$29,888.00	$720.00	$0.00	$0.00	$0.00	$0.00	$30,608.00
0067	113	WIC CRTFCTN SPECIALIST II	7	3	$31,520.00	$31,520.00	$31,520.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$32,600.00
0068	113	WIC CRTFCTN SPECIALIST II	7	2	$30,489.00	$30,489.00	$30,633.00	$840.00	$0.00	$0.00	$0.00	$0.00	$31,473.00
0069	113	CLERK III	5	3	$27,024.00	$27,024.00	$27,024.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,024.00
0070	113	CLERK IV	7	2	$30,489.00	$30,489.00	$30,489.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$31,809.00
0071	113	WIC CERTIFICATION SPECIALIST I	5	6	$29,676.00	$29,676.00	$29,951.00	$720.00	$0.00	$0.00	$0.00	$0.00	$30,671.00
0072	113	ADMINISTRATIVE ASSISTANT II	6	6	$32,051.00	$32,051.00	$32,051.00	$960.00	$0.00	$0.00	$0.00	$0.00	$33,011.00
0073	113	WIC CERTIFICATION SPECIALIST I	5	6	$29,676.00	$29,676.00	$29,789.00	$780.00	$0.00	$0.00	$0.00	$0.00	$30,569.00
0074	113	WIC CERTIFICATION SPECIALIST I	5	6	$29,676.00	$29,676.00	$29,789.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$30,869.00
0075	113	CLERK IV	7	1	$29,458.00	$29,458.00	$29,458.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$30,598.00
0076	113	CLERK IV	7	1	$29,458.00	$29,458.00	$29,458.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$30,718.00
0077	113	CLERK IV	7	1	$29,458.00	$29,458.00	$29,458.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$30,718.00
0078	113	CLERK IV	7	1	$29,458.00	$29,458.00	$29,458.00	$480.00	$0.00	$0.00	$0.00	$0.00	$29,938.00
0079	113	WIC CERTIFICATION SPECIALIST I	5	5	$28,792.00	$28,792.00	$28,792.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$29,812.00
0080	113	WIC CERTIFICATION SPECIALIST I	5	3	$27,024.00	$27,024.00	$27,024.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,024.00
0081	113	CLERK III	5	4	$27,908.00	$27,908.00	$28,194.00	$780.00	$0.00	$0.00	$0.00	$0.00	$28,974.00
0082	113	CLINIC AIDE III	5	4	$27,908.00	$27,908.00	$28,022.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$29,042.00
0083	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,256.00	$660.00	$0.00	$0.00	$0.00	$0.00	$25,916.00
0084	113	WIC CERTIFICATION SPECIALIST I	5	5	$28,792.00	$28,792.00	$28,831.00	$660.00	$0.00	$0.00	$0.00	$0.00	$29,491.00
0085	113	CLERK III	5	3	$27,024.00	$27,024.00	$27,090.00	$840.00	$0.00	$0.00	$0.00	$0.00	$27,930.00
0086	113	MAINTENANCE III	5	4	$27,908.00	$27,908.00	$28,000.00	$540.00	$0.00	$0.00	$0.00	$0.00	$28,540.00
0087	113	CLINIC AIDE III	5	3	$27,024.00	$27,024.00	$27,024.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$28,044.00
0088	113	CLINIC AIDE III	5	3	$27,024.00	$27,024.00	$27,024.00	$960.00	$0.00	$0.00	$0.00	$0.00	$27,984.00
0089	113	WIC CERTIFICATION SPECIALIST I	5	3	$27,024.00	$27,024.00	$27,024.00	$720.00	$0.00	$0.00	$0.00	$0.00	$27,744.00
0090	113	CLERK III	5	3	$27,024.00	$27,024.00	$27,024.00	$480.00	$0.00	$0.00	$0.00	$0.00	$27,504.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0091	113	CLERK I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0092	113	CLERK III	5	2	$26,140.00	$26,140.00	$26,140.00	$780.00	$0.00	$0.00	$0.00	$0.00	$26,920.00
0094	113	COURIER	2	11	$27,069.00	$27,069.00	$27,069.00	$420.00	$0.00	$0.00	$0.00	$0.00	$27,489.00
0095	113	CLINIC AIDE III	5	1	$25,256.00	$25,256.00	$25,465.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,465.00
0096	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,256.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$26,396.00
0097	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0098	113	CLINIC AIDE II	3	5	$24,685.00	$24,685.00	$24,685.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,685.00
0099	113	CLINIC AIDE II	3	5	$24,685.00	$24,685.00	$24,685.00	$840.00	$0.00	$0.00	$0.00	$0.00	$25,525.00
0100	113	CLERK II	3	5	$24,685.00	$24,685.00	$24,685.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,685.00
0101	113	CLINIC AIDE II	3	5	$24,685.00	$24,685.00	$24,685.00	$840.00	$0.00	$0.00	$0.00	$0.00	$25,525.00
0102	113	CLERK II	3	4	$23,927.00	$23,927.00	$24,103.00	$540.00	$0.00	$0.00	$0.00	$0.00	$24,643.00
0103	113	CLERK II	3	4	$23,927.00	$23,927.00	$23,974.00	$840.00	$0.00	$0.00	$0.00	$0.00	$24,814.00
0104	113	CLERK II	3	4	$23,927.00	$23,927.00	$23,927.00	$540.00	$0.00	$0.00	$0.00	$0.00	$24,467.00
0105	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0106	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$480.00	$0.00	$0.00	$0.00	$0.00	$23,649.00
0107	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$24,189.00
0108	113	CLERK I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0109	113	CLINIC AIDE I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0110	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$480.00	$0.00	$0.00	$0.00	$0.00	$23,649.00
0111	113	CLERK I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0112	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0113	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,709.00
0114	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
0115	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
0116	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$780.00	$0.00	$0.00	$0.00	$0.00	$23,949.00
0117	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$420.00	$0.00	$0.00	$0.00	$0.00	$23,589.00
0118	113	CLINIC AIDE II	3	3	$23,169.00	$23,169.00	$23,169.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,709.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0119	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0120	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0121	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0122	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$480.00	$0.00	$0.00	$0.00	$0.00	$23,649.00
0123	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,709.00
0124	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,709.00
0125	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$840.00	$0.00	$0.00	$0.00	$0.00	$24,009.00
0126	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$480.00	$0.00	$0.00	$0.00	$0.00	$23,649.00
0127	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$24,189.00
0128	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,169.00
0129	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$600.00	$0.00	$0.00	$0.00	$0.00	$23,769.00
0130	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,169.00
0131	113	CLERK I	1	4	$20,514.00	$20,514.00	$20,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,640.00
0132	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$420.00	$0.00	$0.00	$0.00	$0.00	$23,589.00
0133	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
0134	113	CUSTODIAN II	3	3	$23,169.00	$23,169.00	$23,169.00	$960.00	$0.00	$0.00	$0.00	$0.00	$24,129.00
0135	113	CUSTODIAN II	3	3	$23,169.00	$23,169.00	$23,169.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,709.00
0136	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$480.00	$0.00	$0.00	$0.00	$0.00	$23,649.00
0137	113	CLINIC AIDE I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
0138	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$480.00	$0.00	$0.00	$0.00	$0.00	$23,649.00
0139	113	CLERK I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0140	113	CLERK II	3	2	$22,411.00	$22,411.00	$22,411.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,771.00
0141	113	CUSTODIAN II	3	2	$22,411.00	$22,411.00	$22,411.00	$840.00	$0.00	$0.00	$0.00	$0.00	$23,251.00
0142	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0143	113	CLERK II	3	2	$22,411.00	$22,411.00	$22,411.00	$420.00	$0.00	$0.00	$0.00	$0.00	$22,831.00
0144	113	CLERK II	3	2	$22,411.00	$22,411.00	$22,411.00	$420.00	$0.00	$0.00	$0.00	$0.00	$22,831.00
0145	113	CLERK II	3	2	$22,411.00	$22,411.00	$22,411.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,411.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0146	113	CLERK II	3	2	$22,411.00	$22,411.00	$22,411.00	$420.00	$0.00	$0.00	$0.00	$0.00	$22,831.00
0147	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
0148	113	CLINIC AIDE II	3	2	$22,411.00	$22,411.00	$22,411.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,411.00
0149	113	CUSTODIAN II	3	2	$22,411.00	$22,411.00	$22,411.00	$720.00	$0.00	$0.00	$0.00	$0.00	$23,131.00
0150	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
0151	113	CLERK I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0152	113	CLERK II	3	2	$22,411.00	$22,411.00	$22,411.00	$300.00	$0.00	$0.00	$0.00	$0.00	$22,711.00
0153	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0154	113	CLERK II	3	2	$22,411.00	$22,411.00	$22,411.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,771.00
0155	113	CLERK II	3	2	$22,411.00	$22,411.00	$22,411.00	$300.00	$0.00	$0.00	$0.00	$0.00	$22,711.00
0156	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
0157	113	CLINIC AIDE II	3	2	$22,411.00	$22,411.00	$22,411.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,771.00
0158	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0159	113	CLERK II	3	2	$22,411.00	$22,411.00	$22,411.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,771.00
0160	113	CLINIC AIDE II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0161	113	CLINIC AIDE I	1	5	$21,164.00	$21,164.00	$21,296.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,296.00
0162	113	CLINIC AIDE I	1	5	$21,164.00	$21,164.00	$21,296.00	$300.00	$0.00	$0.00	$0.00	$0.00	$21,596.00
0163	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0164	113	CLERK I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0165	113	CLINIC AIDE II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0166	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$300.00	$0.00	$0.00	$0.00	$0.00	$21,953.00
0167	113	CLERK I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0168	113	CLINIC AIDE I	1	5	$21,164.00	$21,164.00	$21,296.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,296.00
0169	113	CLINIC AIDE I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0170	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0171	113	CLINIC AIDE I	1	5	$21,164.00	$21,164.00	$21,296.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,296.00
0172	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$300.00	$0.00	$0.00	$0.00	$0.00	$21,953.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0173	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0174	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0175	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
0176	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
0177	113	CLERK I	1	4	$20,514.00	$20,514.00	$20,763.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,763.00
0178	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0179	113	CLINIC AIDE I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0180	113	CLERK I	1	4	$20,514.00	$20,514.00	$20,763.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,763.00
0181	113	CLINIC AIDE I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0182	113	CLINIC AIDE I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0183	114	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,169.00
0185	114	CUSTODIAN I	1	8	$23,114.00	$23,114.00	$23,114.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,114.00
0186	114	CUSTODIAN I	1	8	$23,114.00	$23,114.00	$23,114.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,114.00
0187	114	CUSTODIAN I	1	0	$17,636.00	$8,818.00	$8,818.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8,818.00
0188	114	CUSTODIAN I	1	8	$23,114.00	$23,114.00	$23,114.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,114.00
0190	114	CUSTODIAN I	1	8	$23,114.00	$23,114.00	$23,114.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,114.00
0191	114	CUSTODIAN I	1	8	$23,114.00	$23,114.00	$23,114.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,114.00
0192	114	CUSTODIAN I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0193	114	CUSTODIAN I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0194	114	CUSTODIAN I	1	7	$22,464.00	$22,464.00	$22,464.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,464.00
0195	114	CUSTODIAN I	1	7	$22,464.00	$22,464.00	$22,464.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,464.00
0196	114	CUSTODIAN I	1	4	$20,514.00	$20,514.00	$20,514.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,514.00
0197	114	CUSTODIAN I	1	4	$20,514.00	$20,514.00	$20,514.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,514.00
0198	113	NUTRITIONIST I	11	3	$42,884.00	$42,884.00	$42,884.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,884.00
0199	113	NUTRITIONIST I	11	3	$42,884.00	$42,884.00	$42,884.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,884.00
0200	113	AREA COORDINATOR I	14	4	$55,788.00	$55,788.00	$55,788.00	$0.00	$0.00	$0.00	$0.00	$0.00	$55,788.00
0201	113	LICENSED VOCATIONAL NURSE II	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1292-441-00-350-001-1

AI - 25144

WIC ADM

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0202	113	LICENSED VOCATIONAL NURSE II	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0203	113	CLERK I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0204	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0205	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0206	113	CLERK I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0207	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0208	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
0209	113	CLINIC AIDE I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0210	113	CLINIC AIDE I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0211	113	CUSTODIAN I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0212	113	REGISTERED DIETICIAN I	12	3	$46,314.00	$46,314.00	$46,314.00	$0.00	$0.00	$0.00	$0.00	$0.00	$46,314.00
0213	113	CLERK I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0214	113	CLERK I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0215	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0216	113	NUTRITIONIST	11	3	$42,884.00	$42,884.00	$42,315.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,315.00
0218	113	NUTRITIONIST I	11	0	$38,074.00	$38,074.00	$38,074.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,074.00
0219	113	COORDINATOR IV	15	1	$54,526.00	$54,526.00	$54,600.00	$420.00	$0.00	$0.00	$0.00	$0.00	$55,020.00
0221	113	NUTRITIONIST I	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0222	113	CUSTODIAN II	3	4	$23,927.00	$23,927.00	$23,927.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,927.00
0223	113	CLINIC AIDE I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0224	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0225	113	REGISTERED DIETICIAN I	12	2	$44,799.00	$44,799.00	$44,799.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,799.00
0226	113	REGISTERED DIETICIAN I	12	2	$44,799.00	$44,799.00	$44,799.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,799.00
0227	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
0228	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0230	113	MOBILE CLINIC COORDINATOR	6	2	$28,231.00	$28,231.00	$28,465.00	$480.00	$0.00	$0.00	$0.00	$0.00	$28,945.00
0231	113	ADMINISTRATIVE ASSISTANT III	8	3	$34,043.00	$34,043.00	$34,043.00	$420.00	$0.00	$0.00	$0.00	$0.00	$34,463.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1292-441-00-350-001-1

AI - 25144

WIC ADM

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0233	113	REGISTERED DIETICIAN I	12	2	$44,799.00	$44,799.00	$44,799.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,799.00
0234	113	CUSTODIAN II	3	4	$23,927.00	$23,927.00	$23,927.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,927.00
0235	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
0236	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
		CREATE:											
0237	**113**	**LICENSED VOCATIONAL NURSE I**	**9**	**1**	**$34,360.00**	**$34,360.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0238	**114**	**CUSTODIAN I**	**1**	**1**	**$18,564.00**	**$18,564.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
					$6,332,041.00	$6,421,504.00	$6,341,345.00	$88,800.00	$0.00	$0.00	$0.00	$0.00	$6,430,145.00

1. Approval to create one (1) full-time Licensed Vocational Nurse I position, slot no. 0237, grade 09 - step 01.

2. Approval to create one (1) part-time Custodian I position, slot no. 0238, grade 01 - step 01.

Personnel actions pending CC approval.

AI-25195 **15.A.3.**

Hidalgo County Constable Precincts Grade & Step Pay Plan- Personnel Actions

CC REGULAR

Date:	02/08/2011
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Raul Silguero
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

Information

CAPTION

Constables Grade & Step Pay Plan (1100):
a. Approval to regrade the following Chief Deputy Constables as per the Revised Constables Grade & Step Pay Plan, effective next full pay period (02/14/11):

			Current		Proposed	
Pct	Slot No.	Employee No.	Grade	Step	Grade	Step
1	0002	077003	Chief Deputy Constable	3	Chief Deputy Constable I	2
2	0002	074721	Chief Deputy Constable	2	Chief Deputy Constable I	1
3	0002	075124	Chief Deputy Constable	1	Chief Deputy Constable II	1
4	0002	141275	Chief Deputy Constable	1	Chief Deputy Constable II	1
5	0002	078387	Chief Deputy Constable	2	Chief Deputy Constable I	1

b. Approval to promote/appoint the following Deputy Constables to the Sergeant grade as per the Revised Constables Grade & Step Pay Plan, effective next full pay period (02/14/11):

			Current		Proposed	
Pct	Slot No.	Employee No.	Grade	Step	Grade	Step
3	0006	001031	Deputy Constable	1	Sergeant	1
3	0007	184624	Deputy Constable	-	Sergeant	1

c. Approval of interdepartmental transfers.
d. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available as of 02/04/2011.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	02/04/2011 04:44 PM	APRV
2	Budget & Management	Erika Zamora	02/04/2011 04:47 PM	APRV
3	Sylvia Solis	Sylvia Solis	02/04/2011 05:05 PM	APRV
4	Auditor's Office		02/04/2011 05:09 PM	NEW

Form Started By: Rosie Cantu — Started On: 02/04/2011 03:52 PM

Final Approval Date: 02/04/2011

AI-25096 **16.A.4.**

Requesting approval to declare as surplus for Auction Scheduled 2-26-11.
CC REGULAR

Date:	02/08/2011
Submitted By:	Lisa Vela, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Requesting approval to declare as surplus numerous items and vehicles (County-owned and/or Seized) for the purpose of disposition through auction as set forth through Texas Local Government Code 26.152.(a)(1) and as further detailed on the Exhibit attached hereto.

BACKGROUND

Auction will take place on Saturday 2-26-2011 at Abrego's Trucking Service.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

Expenses that are County's responsibility include: advertising costs (paid by County) and fee for auctioneer deducted from gross sales.
$50,000.00 available funds as of 02-03-11 in req# 650320 for advertising costs.

Attachments

Link: Auction List

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2011 01:23 PM	APRV
2	Budget & Management	Erika Zamora	02/03/2011 02:22 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/03/2011 03:59 PM	APRV
4	Auditor's Office		02/04/2011 05:09 PM	NEW

Form Started By: Lisa Vela — Started On: 01/31/2011 10:35 AM

Final Approval Date: 02/04/2011

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
AGENDA AUCTION LIST
FOR FEBRUARY 26, 2011

Asset No	Asset Description
127	Sm Table
451	Gateway 2000 Tower
827	Table
1570	Desk
1621	Chair - Stackable
3396	Office Chair
10325	Office Chair
10513	Office Chair
11160	Sofa - (3 Cushion)
11454	Fingerprint Comparison Machine
11486	Credenza - Shelf
11601	File Cabinet
11772	Table - Folding
15212	Wait Chair
15687	Office Chair
16985	IBM Typewriter 5441
17231	Office Chair
17393	Wait Chair
18429	File Cabinet
20013	Office Chair
20447	Shelf - Book
20480	Telecorder 13" TV
20521	File Cabinet
20713	Desk Metal
21274	Office Chair
21411	1989-John Deere 2755
21835	File Cabinet
21926	File Cabinet
23070	Wait Chair
23079	Wait Chair
23235	Sharp calculator
23932	Polariod Land Camera
23955	Magnovox VHS VR9035A101
24375	Office Chair
24529	Stand - Printer (Beige)
24529	Printer stand
24530	Stand - Printer (Beige)

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
AGENDA AUCTION LIST
FOR FEBRUARY 26, 2011

Asset No	Asset Description
24531	Printer stand
24535	Shelf
24772	Desk Return only
24818	Thompson VHS VR334
25079	Office Chair
25168	Desk - Marvel Gray
25314	Table
25319	Ofiice Chair
25330	Desk
25429	Desk
25625	Detecto Scale
25850	Desk
25923	Office Chair
26051	Okidata GE5253A
26052	Okidata GE5253A
26098	Table - Folding
26263	Desk - Metal
26348	Motorola Radio P1225
26696	Desk
26885	Desk - Sec
26949	Chair W/arm rest
27054	Office Chair
27097	Vermeer Brush Chipper
27338	Office Chair
27339	Office Chair
27397	Office Chair
27430	Freezer - Servolift (Stainless Steel)
27592	Office Chair
27848	Computer - Clone Tower
27849	File Cabinet
27896	Computer - Clone Tower
27938	Computer - Dell Optiplex Tower
27941	File Cabinet
27975	Office Chair
28051	File Cabinet
28144	Office Chair
28148	Office Chair

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
AGENDA AUCTION LIST
FOR FEBRUARY 26, 2011

Asset No	Asset Description
28197	Desk - Long
28267	Printer-HP laserjet
28302	Office Chair
28303	Office Chair
28575	Phone - AT&T MLS
28579	Phone - AT&T MLS
28685	Desk
28715	File Cabinet
28725	File Cabinet
28747	Desk metal
28835	Desk metal
29118	Okidata Micoline 320
29134	Office Chair
29136	Office Chair
29144	Office Chair
29747	Cooler - Water
29832	Desk
30178	Server
30251	Desk
30577	Desk metal
31430	Cooler - True
31489	Cooler - True
31611	Cooler - True
31655	File Cabinet
32214	Desk
32320	Desk
32719	Office Chair
32779	playtable
32792	1994 Chevy Blazer
32874	Desk
33156	Paint Sprayer - Titan 440HP
33729	Sofa - Wooden
33750	1999 30 YD Container
33751	30 YD Container
33769	Sterilizer - Pelton & Crane
34075	Desk
34081	Desk - Metal

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
AGENDA AUCTION LIST
FOR FEBRUARY 26, 2011

Asset No	Asset Description
34134	Server Dell
34160	Office Chair
34492	Desk w/return
35577	Printer HP
36306	Time Stamper Lathem
36307	Time Stamper Lathem
36328	Computer - Dell Optiplex GN
36377	Lincoln Elect. Ac/dc Welder
36378	1999 Chevy crew cab
36493	Time Clock Lathem
36517	Computer - Clone 52X Max
36553	2001 Ford Crown Victoria
36556	2000 Ford Crown Victoria
36557	2001 Ford Crown Victoria
36559	2001 Ford Crown Victoria
36580	Motorola X9000 radio
36582	Motorola X9000 radio
36676	Police Radio console
37856	Printer HP 1200 Series
37928	Tower Dell
38220	Motorola X9000 radio
38331	Pressure Washer - Craftsman
38546	Printer HP laserjet
39532	1 Red Tuff Grande Chair
39651	Seats 2 Tuff Grande Chair
39751	Epson DFX 5000
39754	Epson DFX 5000
39758	Printer HP laserjet
39763	Lexmark Printer
39870	Casio Elec/Cash Reg.
40080	Hoover Vacuum
40134	Brother Facismile 4100
40395	HP Laserjetr 4100N
40405	HP Laserjet 4100N
40408	HP Laserjet 4100N
40419	HP Laserjet 4600N
40558	Truck transfer tank/w pump

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
AGENDA AUCTION LIST
FOR FEBRUARY 26, 2011

Asset No	Asset Description
40716	Dental Chair
40719	Dental X-Ray Processor Gendex GXP
41734	Norstar phone system
42030	HP Printer
42080	Okidata Mircoline 320 Turbo
42081	Okidata Microline 320 Turbo
42224	ECHO Weedeater
42637	Intel Tower P4
43043	Dell Tower
44319	Printer HP 4250
44530	Acer Tower
44555	ACER TOWER
44753	Blue Air Compressor
47972	AGCO Allis Tractor 4650
48945	Acer Tower
49122	HP Laserjet Printer
50837	2000 Ford Crown Victoria
51282	Sharp 52" TV
90354	File Cabinet
90355	File Cabinet
03-21518	Jensen Aaplifier
04-08178	Shears
04-10648	2 1/2 Ton Floor Jack
04-11666	Grey VCR
04-11841	Bolt Cutters
04-13273	Skil Drill
04-29468	Nintendo 64 sys w/Game
06-06927	Skil Saw
06-07504	Pioneer Car Stereo
06-28701	Electronic Picture Frame
06-34803	Toshiba TV
06-42829	Red Bolt Cutters
07-11917	Soleusair Heater
07-11917	Orange Blower
07-22578	Grn & Beige Circular Saw
08-00602	Yellow Bag w/Tools
08-05264	Roadmaster Bike

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
AGENDA AUCTION LIST
FOR FEBRUARY 26, 2011

Asset No	Asset Description
09-09735	Oritron DVD Player
09-22068	Rechargeable Spolight
09-31814	Purple/grey Bike
09-35124	Grn Husky Ladder
09-40678	E-TON 4-Wheeler
09-40678	Dayton Vaccum Cleaner
09-40678	Stand up jack
09-40678	Schwinn girls bike
09-40678	Sony Compact CD Player
09-40678	Green blower
09-40678	Blk & Decker Electric Jump set
09-40678	Paslode Impulse Nailgun
09-40678	Grn Sand Blasting Helmet
09-40678	Duralast Floor Jack
09-40678	Featherlite Weedeater
09-40678	Sony Cassette Stere0
09-40678	Water Pump
09-40950	Yellow Protech Bench Saw
09-40950	Grey 6" RYOBI Bench Grinder
09-40950	Blue Goodwrench Air Compressor
09-40950	Honda Lawnmower
09-40950	Craftman Mower
09-40950	Briggs/stration Portable gen
09-40950	Craftman mower
09-40950	Briggs/stration Portable gen
09-40950	Jumper Cables
09-40950	Grn Weedeater Brand blower
09-40950	ECHO Leaf Blower
09-40950	RYOBI Electric Drill
09-40950	Blk & Decker Cordless Drill
09-40950	Grey Makita Sander
09-40950	Blk Skil Saw
09-40950	Craftman Circular Saw
09-40950	Red Homelite Chainsaw
09-40950	Red Homelite Chainsaw
09-40950	Remington Chain Saw
09-40950	Remington Chain Saw

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
AGENDA AUCTION LIST
FOR FEBRUARY 26, 2011

Asset No	Asset Description
09-40950	Remington Chain Saw
09-40950	RYOBI Weedeater
09-40950	Grn Weedeater
09-40950	Craftman Weedeater
09-40950	ECHO Weedeater
09-40950	ECHO Weedeater
09-40950	Red Portable Air Tank
09-40950	Sears Air Compressor
09-40950	Ladder
09-40950	Craftman Chain saw w/case
09-45760	Sony Playstation System
09-46078	Lawnmower
09-48875	Troy Bilt Weedeater
10-03884	Spiderman Bike
10-05374	RYOBI-Weedeater
10-10025	XBOX 360/Sony PSP
10-10025	Polaroid Flat Screen 13"
10-10025	Polaroid Flat Screen 19"
10-10817	Dell Laptop
10-10817	LG 42" TV
10-10817	APPLE Computer
10-10817	Playstation II System
10-12588	Red Portable air tank
10-12588	Kenwood Lamp
10-12588	Phillips DVD Player
10-12588	PS2 Game System
10-12588	Brn box w/costume Jewelry
10-12588	PS2 Game System
10-12588	Phillips CD Player
10-12588	Lake Wood Fan
10-12588	Campbell air Compressor
10-12588	50" LG Flat Screen TV
10-12588	50" LG Flat Screen TV
10-12588	Dish Reciever
10-12588	DVD Player Jensen
10-12588	Sony DVD Player
10-12588	Power Bass

HIDALGO COUNTY, TEXAS
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Asset No	Asset Description
10-12588	HP Printer
10-12588	Music Stand
10-12588	Pool Stick
10-12588	Brother Printer
10-12588	Zenith VHS/DVD Player
10-12588	Sun Beam Heater
10-12588	Canon Printer
10-12588	RCA Theater Reciever
10-12588	Sony Playstation System
10-12588	Sony Cam Recorder
10-12588	RYOBI Weedeater
10-12588	ECHO Weedeater
10-12588	JVC Stereo
10-12588	RCA Converter Box
10-12588	PS2 Game system
10-12588	PS2 Game System
10-12588	GPX DVD
10-12588	Phillips DVD Player
10-12588	Sony PSP
10-12588	Emerson 19"
10-12588	Snake Boots
10-12588	V-Tech Game Console
10-12588	GPX Surround Sound
10-12588	Brn Chest w/DVD Movies
10-12588	Portable DVD Player
10-12588	5-Video Game Guitars
10-12588	Patton Racing fan
10-12588	Black CD Case w/CD'S
10-12588	Nintendo WII Game System
10-12588	Magnovox DVD Player
10-12588	Magnavox DVD Player
10-12588	Grey Holmes Heater
10-12588	Black CD Case w/CD'S
10-14727	Welding Tanks
10-19103	Monogoose Bike
10-19103	Skil Circulas Saw
10-19103	Phillips DVD Player

HIDALGO COUNTY, TEXAS
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Asset No	Asset Description
10-19103	Norcent DVD Player
10-19103	GPX DVD Player
10-19103	9-XBOX Games
10-19103	5-Speakers
10-19103	Disney 13" TV
10-19103	JVC Speaker
10-19103	Kisker 10" Speaker
10-19103	JVC Speakers
10-22586	Tail Gate
10-22586	Car grill
10-24987	Grn Electric Lawnmower
10-27414	Horse Ssddle
10-27450	Grey Monogoose Bike
10-30072	GT Bump Yellow Bike
10-32814	Computer Monitor
10-34612	Mongoose Bike
11-0005	Copy Machine - Sharp
11-0022	Office Chair
11-0023	Office Chair
11-0024	Office Chair
11-0035	Server
11-0036	Server
11-0037	Books (Law Library)
11-0038	Office Chair
11-0039	Direct TV
11-0043	HP Computer Monitor P1282A
11-0044	HP Computer Monitor D5258A
11-0045	HP Computer Monitor D5258A
11-0046	Compaq Computer Monitor PE1155
11-0047	Compaq Computer Monitor PE1155
11-0048	Compaq Computer Monitor PE1155
11-0049	HP 7500
11-0050	HP Computer Monitor D5258A
11-0051	HP Computer Monitor D5258A
11-0052	Futura Monitor L3032LD
11-0053	Compaq Computer Monitor PE1155
11-0054	Optiquest Q71

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Asset No	Asset Description
11-0055	HP 7500 Computer Monitor
11-0056	Signature 2000 13" TV
11-0057	HP L1908W Computer Monitor
11-0058	HP L1908W Computer Monitor
11-0059	HP L1908W Computer Monitor
11-0060	HP L1908W Computer Monitor
11-0091	Toshiba Sat/Laptop
11-0092	Toshiba Sat/Laptop
11-0093	Toshiba Sat/Laptop
11-0094	Toshiba Sat/Laptop
11-0095	Toshiba Sat/Laptop
11-0096	Toshiba Sat/Laptop
11-0097	Toshiba Sat/Laptop
11-0098	Toshiba Sat/Laptop
11-0099	Toshiba Sat/Laptop
11-0100	Toshiba Sat/Laptop
11-0101	MPC Netframe 3610 Comp/Tower
11-0102	Okidata Microline 320 Turbo
11-0103	Tripp-Lite UPS Battery Backup
11-0105	MPC Computer Monitor
11-0106	Compaq Computer Monitor PE1155
11-0107	Brother EM-530 Typewriter
11-0108	Okidata Microline 320 Turbo
11-0109	Compaq Computer Monitor PE1155
11-0110	Emerson Microwave MT3092
11-0111	Polaroid ID-4 System 110
11-0112	Okidata Microline 320 Turbo
11-0113	Epson Printer P340A
11-0114	HP Deskjet 842C
11-0115	Epson C80 Printer
11-0116	HP Printer C6411B
11-0117	HP Deskjet 310
11-0118	Epson P340A
11-0119	Brother ML100 Typewriter
11-0120	Lakewood Box Fan
11-0121	40 Gal. Steam Kettle
11-0122	40 Gal. Steam Kettle

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Asset No	Asset Description
11-0123	Office Chair
11-0123	Grande Tuff Office Chair
11-0123	5 Gal Yellow Mop Buckets
11-0123	Office Chair
11-0124	RCA VHS VR632HF
11-0125	HP Printer
11-0126	Dynex 13" Flat Screen
11-0127	Blk & Decker 12V Drill
11-0128	Blk & Decker 18V Drill
11-0129	NAT'L Electronic
11-0130	Busch Empty Tool Box
11-0131	Craftman Socket Tool Box
11-0132	Lift Master Motor
11-0133	Lift Master Motor
11-0134	HP Laserjet
11-0135	HP Laserjet
11-0136	HP Deskjet 842C
11-0136	HP 7750
11-0137	Monitor Compaq 5500
11-0138	Compaq Monitor.5500
11-0139	Monitor HP Pavilion
11-0140	HP Computer Monitor S7500
11-0141	Dell Computer Monitor
11-0142	CPU Compaq
11-0143	CPU Compaq
11-0144	UPS Beklin
11-0145	UPS Beklin
11-0146	Compaq Keyboards
11-0147	Epson C88 Printer
11-0148	Acroprint ETC
11-0149	Compaq Keyboards
11-0150	Compaq Pro UPS 500
11-0151	Compaq Pro UPS 500
11-0152	NEC Phone
11-0153	Acer Computer Monitor V193W
11-0154	Acer Computer Monitor V193W
11-0155	HP Mouses

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Asset No	Asset Description
11-0156	Computer Mouses
11-0157	Blk Soap Dispenser GOJO
11-0158	Blk Soap Dispenser GOJO
11-0159	Epson C88 Printer
11-0160	Acer Computer Monitor V193W
11-0161	Compaq Monitor 5500
11-0162	HP Monitor HP7650
11-0163	Hp Deskjet Printer
11-0164	Honeywell Monitor HMC21
11-0165	Compaq Monitor 5500
11-0166	Compaq Monitor 5500
11-0167	Compaq Monitor 5500
11-0168	Brother 4100 Intellifax
11-0169	Compaq Monitor 5500
11-0170	Motorola Radio P1225
11-0171	ABS So Cool Refrigerator
11-0172	Server Just Shell Only
11-0173	Server Just Shell Only
11-0174	Server Just Shell Only
11-0175	Server Just Shell Only
11-0176	Server Just Shell Only
11-0177	Server Just Shell Only
11-0178	Server Just Shell Only
11-0179	Server Just Shell Only
11-0180	Server Just Shell Only
11-0181	Server Just Shell Only
11-0182	Server Just Shell Only
11-0183	Server Just Shell Only
11-0184	Server Just Shell Only
11-0185	Server Just Shell Only
11-0186	Server Just Shell Only
11-0187	Server Just Shell Only
11-0188	Server Just Shell Only
11-0189	Katatel Server Shell
11-0190	Triplex Server Shell
11-0191	Emerson TV CR202EM9
11-0192	Panasonic TV CT20G7DF

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Asset No	Asset Description
11-0193	TV T19060GY
11-0194	Katatel Server Shell
11-0195	Katatel Server Shell
11-0196	Katatel Server Shell
11-0197	Katatel Server Shell
11-0198	Katatel Server Shell
11-0199	Monitor Honeywell
11-0200	Monitor Honeywell
11-0201	Emerson TV CR202EM9
11-0202	Chalk Board
11-0203	Emerson TV CR202EM9
11-0204	Emerson TV CR202EM9
11-0205	Emerson TV CR202EM9
11-0206	Emerson TV CR202EM9
11-0207	Emerson TV CR202EM9
11-0208	Emerson TV CR202EM9
11-0209	Epson Photoscan 1670
11-0210	Canon Pixma P6210D Printer
11-0211	HP Computer Tower
11-0212	Brother Laser Fax 4750E
11-0213	Epson P340A
11-0214	Panasonic Facsimile KXFP105
11-0215	Brother Facsimile 1270E
11-0216	Epson C80 Printer
11-0217	Espon C80 Stylus Printer
11-0218	Brother Facsimile 1920CN
11-0219	Epson C80 Printer
11-0220	Epson Photo R320 Printer
11-0221	APC Converter 1250
11-0222	Robotics Fax Modem 14400
11-0223	Elec. Calculator TI-5130
11-0224	Toshiba Teera PA1268U
11-0225	UPS Back-up C6220
11-0226	Brothers ML100 Typewriter
11-0227	Vivitar AF-255DB 35MM Camera
11-0227	Sony Digital Mavica Camera
11-0227	Polaroid Mini Portrait Camera

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Asset No	Asset Description
11-0227	Sony Digital Mavica Camera
11-0227	Canon Sureshot 35MM Camera
11-0227	Canon Sureshot 35MM Camera
11-0227	Canon Sureshot 35MM Camera
11-0227	Sony Cybershot DSC -P9
11-0227	Sony Cybershot Digital Camera
11-0227	Canon Sureshot 35MM Camera
11-0227	Canon Sureshot 35MM Camera
11-0227	Canon Sureshot Owl 35MM Camera
11-0227	Canon Sureshot Owl 35MM Camera
11-0227	Canon Sureshot Owl 35MM Camera
11-0227	Canon Sureshot 35MM Camera
11-0227	Canon Sureshot 35MM Camera
11-0227	Canon Sureshot 35MM Camera
11-0227	Canon Sureshot Owl 35MM Camera
11-0227	Canon Sureshot 35MM Camera
11-0227	Canon Sureshot 35MM Camera
11-0227	Canon Sureshot 35MM Camera
11-0227	Canon Sureshot 35MM Camera
11-0227	Canon Sureshot 35MM Camera
11-0227	Canon Sureshot 35MM Camera
11-0227	Fujifilm Auto 35MM Camera
11-0227	Canon Sureshot 35MM Camera
11-0227	Canon Sureshot Owl 35MM Camera
11-0227	Sony Cybershot DSC-W55
11-0227	Sony Cybershot Digital Camera
11-0227	Canon Sureshot 35MM Camera
11-0227	Canon Sureshot 35MM Camera
11-0227	Canon Sureshot Owl 35MM Camera
11-0227	Olympus D-460 Camera
11-0227	Polaroid Spectra Ins/Camera
11-0227	Polaroid Spectra Ins/Camera
11-0227	Panasonic PV-L5010 Camcorder
11-0227	Panasonic PV-501-D Camcorder
11-0227	HP Photosmart R707 Camera
11-0227	HP Photosmart R707 Camera
11-0227	HP Photosmart M22 Camera

HIDALGO COUNTY, TEXAS
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Asset No	Asset Description
11-0227	HP Photosmart M22 Camera
11-0227	Polaroid Spectra AF Ins/Camera
11-0227	Polaroid Spectra Ins/Camera
11-0227	Polaroid Spectra Ins/Camera
11-0227	Polaroid Spectra 2 Ins/Camera
11-0227	Polaroid Spectra Ins/Camera
11-0227	Kodak Easyshare C763
11-0227	Polaroid Spectra 2 Ins/Camera
11-0227	Tanita 1479 Mini Digital Scale
11-0227	Polaroid Close-Up Stand 2 7500
11-0228	Mitsumi Computer Keyboard
11-0228	Compaq Computer Keyboard
11-0228	Compaq Computer Keyboard
11-0228	Compaq Computer Keyboard
11-0228	HP Computer Keyboard 5302
11-0228	HP Keyboard KB-V316
11-0228	HP Keyboard
11-0228	HP Computer Keyboard 5302
11-0228	MPC Computer Keyboard SK1688
11-0228	MPC Computer Keyboard SK1688
11-0228	HP Computer Mouse
11-0229	Epson Perfection 1670 Scanner
11-0230	Time Clock Lathem
11-0231	Time Clock Lathem
11-0232	Canon Bubble Jet Printer BJC85
11-0241	Various keyboards (12)
11-0244	Police Radio console
11-0246	Vars Phone In bx
11-0246	Norstar phone system
11-0247	Viewsonic Monitor
11-0251	Fax machine Pamsonic
11-0252	Brother Transciever
11-0254	Scanner HP
11-0255	Brother Intell fax
11-0256	Compaq Printer
11-0257	Typewrtiter Brothers
11-0258	HP Printer deskjet

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Asset No	Asset Description
11-0259	Canon copy machine
11-0263	Swinter Elec.typewrtier
11-0264	Sm index cabinet
11-0265	Vars Radios
11-0266	Overhead plastic covers
11-0267	Gals Street Trunder
11-0268	Motorola Radio P1225
11-0271	Sharp calculator
11-0273	Radio sys 9000
11-0277	Motorola X9000 radio
11-0278	Police Radio console
11-0279	Police Radio console
11-0280	Misc Radios grn basket
11-0281	Motorola synter
11-0282	Motorola Radio P1225
110-48	Table - Play (Wood)
110-74	Cabinet -letter
110-91	Wait Chair
119-32	Office Chair
119-33	Desk
119-34	Desk w/return
119-34	Desk
119-35	Return for Desk
119-36	Credenza top only
119-53	Credenza Shelf
119-79	Cabinet - Hon legal 4 drawer
123-006	Sink - Stainless Steel w/Fixture
123-012	Printer - HP OfficeJet Pro L7680
124-01	Hydraulic Jack
124-02	Mechanic Stool
124-03	Lub Tank
124-04	Air Hose Unit
124-05	Motorgrader Air Conditioner Unit
124-06	Mechanic Crawler
124-07	Hose Adapters 2x4
124-08	Transfer Unit Hose w/meter
124-09	Water Tank Set 500 gallons

HIDALGO COUNTY, TEXAS
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Asset No	Asset Description
124-10	Trailer Frame
124-11	Ttuck tool Bxs
124-12	Truck tool bx plastic
124-13	Fuel Transfer Tanks
124-14	Truck bed for F150
124-15	Bob tail Truck bed
124-16	Onan Generator
124-17	Stihl Weedeater
124-18	Pruner PPT260
124-19	Pruner PPT230
124-20	Pruner PPT230
124-21	Pruner Pole w/chainsaw only
124-22	Echo chainsaw CS520
124-23	Echo chainsaw CS440
124-24	Echo chainsaw CS520
124-25	Oil Caddy Cart
124-26	Duralast Mechanic Creeper
124-27	Federated Auto mech. Creeper
124-28	Advance tool design sit down creeper
124-29	Columbain vice grip 5 1/2
124-30	White tool box Rioki C63
124-31	Truck diesel transfer tank w/pump
124-32	White Truck tool bx Riki C63
124-33	Mechanic stepper w/wheels
124-34	Stihl Weedeater
124-35	ECHO Weedeater
124-36	ECHO Weedeater 22L
124-37	ECHO Weedeater
124-38	ECHO Weedeater SRM265
124-39	Water Pump Pacer Pump 3"
124-40	Water Pump Pacer Pump 3"
124-41	Bush Hog Shredder
124-42	Hydroli tank w/elect. Pump
124-43	Hydroli tank w/elect. Pump
124-44	Gas pump diesel tank
124-45	Reel craft air hose reel
129-02	Office Chair

HIDALGO COUNTY, TEXAS
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Asset No	Asset Description
129-13	Office Chair
1601-0005	Shelve - Book
1601-10006	Tools - Misc (Sweetlix)
1601-10007	Tools - Misc (Plastic Box)
1601-10008	Tools - Milwaukee Cut off Mach
1601-10017	Chair - Waiting
1601-10018	Scale - Health-O-Meter
1601-10027	Chair - Stackable
1601-10028	Chair-Waiting
1601-10029	Chair-Waiting
1601-10032	Divider - Room
1601-10033	Table - Play
310-007	Cabinet - Wood
310-112	Office Chair
310-113	Office Chair
310-118	Office Chair
310-119	Office Chair
310-120	Office Chair
310-150	Office Chair
310-031	Table - Architect
40716A	Lamp Model No. 152-001
40716B	Lamp - Magnifier
50-128	Card Dispenser
60-225	Scale - SECA
60-227	Stand - Book
60-232	Trash Can
60-234	Cabinet - Hon 4 drawer letter
60-278	Box - FP Records
60-632	Desk
70-116	Glass Qty 4
70-119	Sofa - Wooden
70-135	Monitor - Dell
70-137	Monitor - Dell
70-151	Calculator - Canon MP310
70-152	Calculator - Sharp EL2630 GII
70-153	Calculator - Ibico 1230
70-155	Chair - Waiting

HIDALGO COUNTY, TEXAS
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Asset No	Asset Description
70-157	Chair - Waiting
70-161	Cooler - Water
70-170	Coffee Maker - Mr. Coffee
70-171	Coffee Maker - No coffee pot
81-0117	Fax printer HP
90-2001	Desk - Metal
90-233	Cabinet - 4 drawer letter
90-235	Cabinet - 4 drawer letter
90-236	Cabinet - Hon 4 drawer letter
90-237	Cabinet - Hon 4 drawer letter
90-238	Cabinet - 4 drawer letter
90-239	Cabinet - Hon 4 drawer letter
90-240	Cabinet - Hon 4 drawer letter
90-241	Cabinet - Hon 2 Drawer
90-242	Cabinet - Hon 2 Door
90-353	File Cabinet
90-354	File Cabinet
90-355	File Cabinet
90-356	File Cabinet
90-357	File Cabinet
90-358	File Cabinet
90-359	File Cabinet
90-360	File Cabinet
90-361	File Cabinet
90-362	File Cabinet
90-363	File Cabinet
90-364	File Cabinet
90-365	File Cabinet
90-366	3 Shredders
90-367	Small Fan
90-368	Toastmaster
90-369	3 Shredders
90-370	2 Floor mats
90-371	Scale
90-372	Broken white Fan
90-373	1 Wooden Stool
90-374	TV stand

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Asset No	Asset Description
90-375	Fax Printer Brothers
90-376	Credenza top only
90-377	Office Chair
96-01	Office Chair
96-02	Office Chair
96-03	Office Chair
96-04	Office Chair
96-09	Tower Dell
97-02	Tower Dell
97-13	Wait Chair
98-11	Office Chair
98-34	Office Chair
98-39	Natural Heritage Map
99-100	Office Chair
99-102	Office Chair
99-94	Wait Chair
99-97	Office Chair
99-99	Office Chair
AA000181	File Cabinet
AA001072	Office Chair
AA001078	Office Chair
AA001095	Office Chair
BC01	Sofa - Green/Beige
BC02	Sofa - Green/Beige
BC03	Table - Long
Da110-119	Box of CD DRIVES
H1001	Cash box
H1002	Nortel phone system
H1003	File Cabinet
H1016	Black High Back Chair
H1274	Cabinet - Hon 4 drawer letter
H1402	Office Chair
H1405	Shelf
H1418	Cabinet - Hon 4 drawer letter
H1448	Shelf - Book
H1541	Table - Small
H1553	Shelf - Book

HIDALGO COUNTY, TEXAS
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Asset No	Asset Description
H1613	Chair - Waiting w/arm rest
H1621	Table - Small
H1633	Cabinet - Hon 4 drawer letter
H1822	Shelf - Book
H2122	Microscope - in wooden box
H2129	Cabinet - Hon 4 drawer letter
H2146	Cabinet - Hon 4 drawer letter
H2296	Black Shredder
H2327	Cart - TV
H2491	Yellow Book Shelf
H2492	Shelf
H2498	Table - w/ shelves
H2502	Chair - Waiting w/arm rest
M#17-2RG	Avanti Refrigerator
ME000068	Computer - Dell Model DHM
ME000181	File Cabinet
ME001007	Office Chair
ME001072	Office Chair
ME001133	Desk Metal
ME001140	Office Chair
ME001144	File Cabinet
ME001211	File Cabinet
CO01	Time Clock Lathem
CO02	Compaq Presairo 5000
SH01	Phone DTP-8D-1 BLK
SH02	JVC TK-6720U Camera
SH03	Camera W732C704WC
SH04	Camera W732C704WC
SH05	Camera W732C704WC
SH06	Camera W732C704WC
SH07	Camera W732C704WC
SH08	Camera W732C704WC
SH09	Phone DTP-8D-1 BLK
SH10	Belkin F6H500-SER (UPS)
SH11	Belkin F6H500-SER (UPS)
SH12	1998 Chevy Lumina White
SH13	Comp Pro UP5-500

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Asset No	Asset Description
SH14	Recessed Lights 4-Lamps (qty29)
SH15	APC-350-BE-350U
SH16	APC-350-BE-350U
SH17	APC-350-BK-500
SH18	Euro Clean Wet Vac.
SH19	Sarar FF7 Camera & Case
SH20	Sarar FF7 Flash
SH21	5 Bogen
SH22	Centrifugal Fan
SH23	Sanitaire Fan
SH24	Video Camera
SH25	Panasonic 1 Remote
SH26	Toshiba Laptop
SH27	Craftman Lawnmower
SH28	Murray Lawnmower
SH29	Eager-1 Lawnmower
SH30	Chorme Huffy Bike
SH31	Chorme Huffy Bike
SH32	Olympus Camera
SH33	CD Case w/CD'S
SH34	Craftman Case
SH35	Dewalt Compressor
SH36	Rrmington Pole Saw
SH37	Featherlite Weedeater
SH38	Husky Jump-Start System
SH39	Craftman 17" Cut Weedeater
SH40	Propane Tank
SH41	Blue Point Sander
SH42	Freezer
SH43	Audiovox Portable VHS Player
SH44	NEXT Bike
SH45	Grey Tool box w/tools
SH46	Milwaukee Sawzall w/case
SH47	Grey Pro-lift Floor Jack
SH48	Craftman Blower
SH49	Empty Poulan Chainsaw Box
SH50	Patton Heater

HIDALGO COUNTY, TEXAS
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Asset No	Asset Description
SH51	Duo-Fast Nail Gun
SH52	Wheel Barrel
SH53	Silver Canyon Magna Bike
SH54	Black Hercules Bike
SH55	Brown Bike
SH56	Schumacher Battery Charger
SH57	ES Elite Bike
SH58	Green Huffy Bike
SH59	Magna
SH60	Sanyo TV
SH61	RCA TV
SH62	IBM Typewriter 5441
SH63	Norstar phone
SH64	Compaq Keyboard
SH65	Radio Shack phone
SH66	Accura 2400 Hayes
SH67	Compaq Keyboard
SH68	Norstar Phone
SH69	Printer HP Deskjet
UC133/28977	Chair
UC137/28981	Chair
UC16	chair maroon
UC2129	Copy Machine - Minolta CSPRo
UC2331	chair maroon
UC2930	chair gray
UC2933	chair maroon
UC3246	Copy Machine - Savin 2055DP
UC706/28992	chair maroon
W00129	Desk - w/Table
WIC01	12 Vars Phone
WIC03	Vars Phone
WISD53540	Monitor - Dell

AI-25157 **16.A.5.**

HCSO-Award of Bid/Contract-Repairs,Installation & Removal of Radios,Computers & Other Emergency Misc. Equipment

CC REGULAR

Date:	02/08/2011
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department Sub-category: Sheriff's Office

Information

CAPTION

Recommending award of bid and approval of contract documents to lowest bidder meeting all specifications and/or requirements as attached hereto for: Hidalgo County Sheriff's Office for the puposes of: "Repairs, Installation & Removal of Radios, Computers and Other Emergency Miscellaneous Equipment" (on an as needed basis)- RFB No. 2010-272-12-29-SMA.

BACKGROUND

Bid Tabulation
Contract Doument #C-10-272-02-08-South Texas Communications, Inc.

Fiscal Impact

FISCAL YEAR: 2011	ACCT. #: 1-1100-423-21-280-002-0-432
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 2-4-11 $27,734.32
On an "as needed basis"

Attachments

Link: Contract Document C-10-272-02-08-South Texas Comm Inc-HCSO

Link: Memo Recommendation-HCSO/Bid Tabulation

Link: Email approval of Legal Counsel-Contract Document

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/04/2011 02:45 PM	APRV
1	Purchasing Department	Marty Salazar	02/04/2011 02:45 PM	APRV
2	Budget & Management	Erika Zamora	02/04/2011 02:49 PM	APRV
2	Budget & Management	Erika Zamora	02/04/2011 02:49 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/04/2011 03:39 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/04/2011 03:39 PM	APRV
4	Auditor's Office		02/04/2011 05:09 PM	NEW

4	Auditor's Office	02/04/2011 05:09 PM	NEW
Form Started By: Letty Saenz		Started On: 02/02/2011 04:02 PM	
Final Approval Date: 02/04/2011			

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-272-02-08

THIS CONTRACT is made and entered into this **8th** day of **February, 2011** by and between the **County of Hidalgo, Texas** ("County"), and **South Texas Communications, Inc.** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Repairs, Installation & Removal of Radios, Computers and Other Emergency Miscellaneous Equipment" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to the **Hidalgo County Sheriff's Office**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff's Office** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on **March 1, 2011** and expiring on **February 29, 2012** and may be extended at the sole discretion of the County for an **additional three (3) one (1) year terms** under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses,

qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has

no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
Attention: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company: South Texas Communications, Inc
Attention: James L. Ewing, Vice President
709 East Pecan Street
McAllen, Texas 78501

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 2011.

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

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:
South Texas Communications, Inc.

By:_____

Printed Name: James L. Ewing

Title: Vice President

EXHIBIT "A"

REQUEST FOR BIDS (RFB)PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

DECEMBER 13, 2010

(Company's Name, Address, City & State)

_____

_____

_____

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids -**"Hidalgo County Sheriff's Office - Repair, Removal and Installation of Emergency Equipment, Radios, Computers and Other Misc. Emergency Equipment"**
Bid No: 2010-272-12-29-SMA

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

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

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 SHERIFF'S OFFICE

"Hidalgo County Sheriff's Office - Repair, Removal and Installation Of Emergency Equipment, Radios, Computers and Other Misc. Emergency Equipment

Bid No: 2010-272-12-29-SMA

1. **Request for Bid Letter, consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications, consisting of __7__ pages.**
4. **Exhibit "B" Bid Page, consisting of__3__ pages.**
5. **Exhibit "C" Insurance Requirements, consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consists of __1__page.**
7. **Vendor/Bidder Application and W-9 form, consisting of__6__ pages.**
8. **Certification Regarding Debarment consists of __1__ page.**
9. **Draft Service Contract, consisting of __10__ 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, U.S. Mail or e-mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB
Purchasing Agent

December 13, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

LEGAL NOTICE

REQUEST FOR BID

"HIDALGO COUNTY SHERIFF'S OFFICE

"Hidalgo County Sheriff's Office - Repair, Removal and Installation Of Emergency Equipment, Radios, Computers and Other Misc. Emergency Equipment

Bid No: 2010-272-12-29-SMA

Bid No: 2010-272-12-29-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 ext, 4865

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE

"REPAIR, REMOVAL AND INSTALLATION OF EMERGENCY EQUIPMENT, RADIOS, COMPUTERS AND OTHER MISC. EMERGENCY EQUIPMENT"

BID OPENING DATE
December 29, 2010 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956- 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY SHERIFF'S OFFICE - REPAIR, REMOVAL AND INSTALLATION OF EMERGENCY EQUIPMENT, RADIOS, COMPUTERS AND OTHER MISC. EMERGENCY EQUIPMENT"** 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-2010-272-12-29-SMA HIDALGO COUNTY SHERIFF'S OFFICE - REPAIR, REMOVAL AND INSTALLATION OF EMERGENCY EQUIPMENT, RADIOS, COMPUTERS AND OTHER MISC. EMERGENCY EQUIPMENT"** and in 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, DECEMBER 29, 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-2010-272-12-29-SMA-"HIDALGO COUNTY SHERIFF'S OFFICE - REPAIR, REMOVAL AND INSTALLATION OF EMERGENCY EQUIPMENT, RADIOS, COMPUTERS AND OTHER MISC. EMERGENCY EQUIPMENT"**

   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 to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**
    - No deliveries accepted after 3:00 P.M., Monday-Friday.
    - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
    - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**
    - Invoices must include:
      a) Name and address of successful bidder
      b) Name and address of receiving department or official
      c) Purchase Order Number (if any)
      d) Notation - **" HIDALGO COUNTY SHERIFF'S OFFICE - REPAIR, REMOVAL AND INSTALLATION OF EMERGENCY EQUIPMENT, RADIOS, COMPUTERS AND OTHER MISC. EMERGENCY EQUIPMENT"** 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:

Attn: Anecleto "Sonny" Martinez
HIDALGO COUNTY SHERIFF'S OFFICE
711 El Cibolo
Edinburg, Texas 78539
(956)383-8114

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**December 29, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- 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.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for

HIDALGO COUNTY SHERIFF'S OFFICE
"HIDALGO COUNTY SHERIFF'S OFFICE - REPAIR, REMOVAL AND INSTALLATION OF EMERGENCY EQUIPMENT, RADIOS, COMPUTERS AND OTHER MISC. EMERGENCY EQUIPMENT"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

Hidalgo County Sheriff's Office

"Repair, Removal and Installation of Emergency Equipment, Radios, Computers and Other Misc. Emergency Equipment"

Bid No: 2010-272-12-29- SMA

PROJECT OVERVIEW:

Hidalgo County Sheriff's Office is seeking to contract with a qualified vendor to conduct all " REPAIRS, REMOVAL, INSTALLATION OF EMERGENCY EQUIPMENT, RADIOS, COMPUTER & OTHER MISCELLANEOUS EMERGENCY EQUIPMENT on an as needed basis including, but not limited to the following:

SPECIFICATIONS/REQUIREMENTS, TERMS & CONDITIONS

1) All costs and expenses associated with the preparation and submission of (bids proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

2) This bid will be for emergency equipment, radios & miscellaneous equipment that is currently installed in or will be installed in emergency vehicles only. This bid contract will not include repairs to base radio consoles, tower site repeaters or equipment, portable radios, or specialty surveillance equipment.

3) Awarded vendor(s) will maintain all insurance certificates and its limits throughout the contract term (refer to **EXHIBIT C** for limits).

4) Awarded vendor shall have been in business (in this field) for a minimum of three (3) years.

5) A list of a minimum of five (5) current references/contracts for any state, local political subdivision, private sector or any other law enforcement agency must be submitted with your bid. Information should include, but not limited to the following:

   A). Company
   B). Contact Person
   C). Phone Number
   D). Work Preformed
   F). Contract Term (If Applicable)

6) Vendors submitting bid will use only experience service technicians in performing all repairs installations and removals with at least three (3) years experience.

7) If the distance from site A., (Sheriff's Office or other), and site B, (vendors location), is more than twenty (20) miles one way, the Sheriff's Office will request assistance from the vendor in the transportation of unit(s) at no additional charge to Hidalgo County.

8) Vendors submitting bid shall have a covered working area to protect vehicles and equipment against inclement weather while conducting installations or removals.

9) Vendor(s) submitting bid must be able to schedule and complete a vehicle installation in two (2) working days and a removal in one (1) working day.

10) Vendor(s) submitting bid will be able to service a fleet size of over three- hundred (300) units or more.

11) Vendor(s) submitting bid will be able to work on multiple (example: three (3) or more) vehicles at one given time.

12) Vendor(s) submitting bid will be able to refurbish and/or repair any and all non-working overhead lightbars, radios, sirens and miscellaneous equipment unless equipment is beyond repair.

13) Hidalgo County may utilize state contracts if it is in the county's best interest to do so.

14) Vendor(s) submitting bid will have ample space to store property being removed and/or installed and the ability to track and document the storage of property.

15) Vendor(s) submitting bid will have the proposed facility insured for damages, losses resulting in theft, fire, employee negligence or hazardous weather conditions. (Garage Keepers Insurance)

16) Awarded vendor(s) will be responsible for vehicles and/or equipment that are damaged or vandalized while in their control.

17) Vendor(s) must have an area to keep vehicles secured for overnight and weekends.

18) Vendors submitting bid must have a service facility to be able to complete work specified located in Hidalgo County.

19) Vendors submitting bid must guarantee work performed on vehicles shall be for a period of at least ninety (90) days on vehicle.

20) Vendors submitting bid must be able to conduct installations or removals at the Sheriff's Office on an emergency basis. If the vendor will charge for a service call for this request, the vendor must include the cost of that service call.

21) Interested vendor(s) are welcome to make arrangements with the purchasing department to examine fleet vehicles prior to bid opening date.

22) Bid price for repairs, installations and removals shall include consideration for time and labor.

23) The term of the contract will be for one (1) year with the county's option to extend for three (3) additional one (1) year terms under the same rates, terms and conditions.

24) 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.

PART I – REPAIRS

Equipment used can change on a day-to-day basis depending on new product lines available. The list below is to let you identify what type of equipment you may be repairing and not limited to the scope of repairs to these items. The repairs will be for everything installed or assigned specifically to police units, marked units and unmarked units that is considered emergency equipment. Miscellaneous equipment includes flashlight chargers, additional power sources, shotgun racks and vehicle floor mounting brackets. Any and all new equipment acquired by the Sheriff's Office will be honored.

Hidalgo County Sheriff's Office has the following equipment installed in the vehicles:

a) ***RADIOS:***

- Police Radio- Truck/rear mount to include speaker & mic
- Police Radio dash mount to include speaker & mic
- Police Radio concealed mount to include speaker & mic
- Radio Frequency Program
- MOTOROLA APX-7500
- MOTOROLA CDM-1550 LS Plus
- MOTOROLA CDM-1250
- MOTOROLA PM 1500
- MACOM 7100 SERIES

b) ***SIRENS:***

- 12 Volt Sirens
- Siren Speakers Push Bar Mounted
- Siren Speakers Concealed Mounted
- Multi Function Siren Box
- Undercover siren with position switch

c) **ANTENNAS:** any and all new antennas acquired by the Sheriff's Office will be honored.

- Antenna roof mount
- Antenna window mount
- Antenna concealed mount
- Antenna tuning

d) ***LIGHTS & LIGHTBARS:*** any and all new light bars acquired by the Sheriff's office will be honored.

- Roof mount Light bar to include controller
- Directional light bar roof mount to include controller
- Directional light bar interior mount to include controller
- Whelen-light bar

e) ***OTHER:*** any and all new equipment acquired by the Sheriff's office will be honored.

- In car Video Camera System to include power supply
- Radars with Antennas
- Mobile Data Computers & power supply
- Computer mount/docking station
- Grille Lights (Halogen, LED or Strobe) push bar mount
- Grille Lights (Halogen, LED or Strobe) concealed mount
- Rear Deck Lights (strobe, LED or halogen) interior/exterior
- Dash Lights (strobe, led or Halogen) interior/exterior
- Prisoner Cages- front/rear
- Window Barriers
- Shotgun/Rifle Rack (all mounts & types)
- Shop Brackets for specialty designed light mounting
- Modem/GPS
- Fire extinguisher to include brackets
- Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)
- Strobe/LED power supplies
- Fuse panel
- Switch Panel
- K-9 Hotdog System
- K-9 Door Popper
- Wig-Wag Flasher
- Flash Light Charger

- Push Bumpers
- Center Console
- Vehicle Graphics
- Cut Off Stop Lights
- Cut Off Stop & backup lights
- Kill Switch
- Extra Outlets (cig. Lighter type)
- Switch Panel
- Charge Guard(to include relay)
- Shut down timer

PART II - REMOVAL DESCRIPTION

Below is the list of equipment (radios, antennas, sirens, light bars & other misc. equipment)to be removed but not limited to these items. The interested vendor must give the price per radio. All equipment removed must include power cables and interfaces. Any and all new equipment acquired by the Sheriff's Office will be honored.

a) ***RADIOS:***

- Police Radio- Track/rear mount to include speaker & mic
- Police Radio dash mount to include speaker & mic
- Police Radio concealed mount to include speaker & mic
- Radio Frequency Program
- MOTOROLA APX-7500
- MOTOROLA CDM-1550 LS Plus
- MOTOROLA CDM-1250
- MOTOROLA PM 1500
- MACOM 7100 SERIES

b) ***ANTENNAS:*** (to include disguise antennas)

- Antenna roof mount
- Antenna window mount
- Antenna concealed mount
- Antenna tuning

c) ***SIRENS:*** Any and all new sirens acquired by the Sheriff's Office will be honored

- 12 Volt Sirens
- Siren Speakers Push Bar Mounted
- Siren Speakers Concealed Mounted
- Multi Function Siren Box
- Undercover siren with position switch

d) ***LIGHTS & LIGHTBARS:*** (to include power cable and control panels)

- Roof mount Light bar to include controller
- Directional light bar roof mount to include controller
- Directional light bar interior mount to include controller
- Whelen-light bar

e) **OTHER:**

- In car Video Camera System to include power supply
- Radars with Antennas
- Mobile Data Computers & power supply
- Computer mount/docking station
- Grille Lights (Halogen, LED or Strobe) push bar mount
- Grille Lights (Halogen, LED or Strobe) concealed mount
- Rear Deck Lights (strobe, LED or halogen) interior/exterior
- Dash Lights (strobe, led or Halogen) interior/exterior
- Prisoner Cages- front/rear
- Window Barriers
- Shotgun/Rifle Rack (all mounts & types)
- Shop Brackets for specialty designed light mounting
- Modem/GPS

- Fire extinguisher to include brackets
- Light Inserts by Pairs. Front or Back (Halogen, LED or Strobe)
- Strobe/LED power supplies
- Fuse panel
- Switch Panel
- K-9 Hotdog System
- K-9 Door Popper
- Wig-Wag Flasher
- Flash Light Charger
- Push Bumpers
- Center Console
- Vehicle Graphics
- Cut Off Stop Lights
- Cut Off Stop & backup lights
- Kill Switch
- Extra Outlets (cig. Lighter type)
- Switch Panel
- Charge Guard(to include relay)
- Shut down timer

PART III - INSTALLATION DESCRIPTION

Below is the list of equipment (radios, antennas, sirens, light bars & other misc. equipment) to be installed but not limited to. All installation for the equipment (radios, antennas, sirens, light bars & other misc. equipment) must include power cables and interfaces if needed. . Any and all new equipment (radios, antennas, sirens, light bars & other misc. equipment) acquired by the Sheriff's Office will be honored.

a) ***RADIO:***

- Police Radio- Truck/rear mount to include speaker & mic
- Police Radio dash mount to include speaker & mic
- Police Radio concealed mount to include speaker & mic
- Radio Frequency Program
- MOTOROLA APX-7500
- MOTOROLA CDM-1550 LS Plus
- MOTOROLA CDM-1250
- MOTOROLA PM 1500
- MACOM 7100 SERIES

b) ***ANTENNAS:*** (including disguise antennas) to include interface to the radios.

- Antenna roof mount
- Antenna window mount
- Antenna concealed mount
- Antenna tuning

c) ***SIRENS:***

- 12 Volt Sirens
- Siren Speakers Push Bar Mounted
- Siren Speakers Concealed Mounted
- Multi Function Siren Box
- Undercover siren with position switch

d) ***LIGHTS & LIGHT BAR:*** To include interface cables to console and include the installation and interface with switch panels.

- Roof mount Light bar to include controller
- Directional light bar roof mount to include controller
- Directional light bar interior mount to include controller
- Whelen-light bar

e) ***OTHER:***

- In car Video Camera System to include power supply
- Radars with Antennas
- Mobile Data Computers & power supply
- Computer mount/docking station
- Grille Lights (Halogen, LED or Strobe) push bar mount
- Grille Lights (Halogen, LED or Strobe) concealed mount

- Rear Deck Lights (strobe, LED or halogen) interior/exterior
- Dash Lights (strobe, led or Halogen) interior/exterior
- Prisoner Cages- front/rear
- Window Barriers
- Shotgun/Rifle Rack (all mounts & types)
- Shop Brackets for specialty designed light mounting
- Modem/GPS
- Fire extinguisher to include brackets
- Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)
- Strobe/LED power supplies
- Fuse panel
- Switch Panel
- K-9 Hotdog System
- K-9 Door Popper
- Wig-Wag Flasher
- Flash Light Charger
- Push Bumpers
- Center Console
- Vehicle Graphics
- Cut Off Stop Lights
- Cut Off Stop & backup lights
- Kill Switch
- Extra Outlets (cig. Lighter type)
- Switch Panel
- Charge Guard(to include relay)
- Shut down timer

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **PRICE REDUCTION:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **TIME FRAME FOR ADJUSTED PRICE INCREASES:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **ALLOWABLE REVIEW PERIODS:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **DOLLAR LIMIT TO PRICE CHANGES:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

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, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN MONDAY, DECEMBER 20, 2010 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no **later than Wednesday, DECEMBER 22 , 2010 BY 5:00 P.M.**

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office

"Repair, Removal and Installation of Emergency Equipment, Radios, Computers and other Misc. Emergency Equipment"

Bid No: 2010-272-12-29- SMA

DESCRIPTION OF ITEMS	REMOVAL PRICE	INSTALLATION PRICE	REPAIR PRICE (per hour)
RADIOS:			
Police Radio trunk/rear mount to include speaker & mic	$	$	$
Police Radio dash mount to include speaker & mic	$	$	$
Police Radio concealed mount to include speaker & mic	$	$	$
Radio Frequency Program	$	$	$
SIREN:			
12 Volt Sirens	$	$	$
Siren Speakers Push Bar Mounted	$	$	$
Siren Speakers Concealed Mounted	$	$	$
Multi Function Siren Box	$	$	$
Undercover siren with position switch	$	$	$
ANTENNAS:			
Antenna roof mount	$	$	$
Antenna window mount	$	$	$
Antenna concealed mount	$	$	$
Antenna tuning	$	$	$
LIGHT & LIGHTBARS			
Roof mount Light bar to include controller	$	$	$
Directional Light bar roof mount to include controller	$	$	$
Directional Light bar interior mount to include controller	$	$	$
OTHER:			
In car Video Camera System to include power supply	$	$	$
Radars with Antennas	$	$	$
Mobile Data Computers & power supply	$	$	$
Computer mount/docking station	$	$	$
Grille Lights (Halogen, LED or Strobe) push bar mount	$	$	$
Grille Lights (Halogen, LED or Strobe) push bar concealed mount	$	$	$
Rear Deck Lights (strobe, led or halogen) interior/exterior	$	$	$
Dash Lights (strobe, led or Halogen) interior/exterior	$	$	$
Prisoner Cages front/rear	$	$	$
Window Barriers	$	$	$
Shotgun/Rifle Rack (all mounts & types)	$	$	$
Shop Brackets for specialty designed light mounting	$	$	$
Modem/GPS	$	$	$
Fire extinguisher to include brackets	$	$	$
Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)	$	$	$
Strobe/LED power supplies	$	$	$
Fuse panel	$	$	$
Switch Panel	$	$	$
K-9 Hotdog System	$	$	$
K-9 Door Popper	$	$	$
Wig-Wag Flasher	$	$	$

DESCRIPTION OF ITEMS	REMOVAL PRICE	INSTALLATION PRICE	REPAIR PRICE (per hour)
Flash Light Charger	$	$	$
Push Bumpers	$	$	$
Center Console	$	$	$
Vehicle Graphics	$	$	$
Cut Off Stop Lights	$	$	$
Cut Off Stop & Backup Lights	$	$	$
Kill Switch	$	$	$
Extra Outlets (cig. Lighter type)	$	$	$
Switch Panel	$	$	$
Charge Guard (to include relay)	$	$	$
Shut down timer	$	$	$

List all Warranties:_____

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE No: _____ FAX No: _____

E-MAIL ADDRES _____

CELLULAR No.: _____

PRINTED NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____ DATE: _____

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD — **CERTIFICATE OF INSURANCE** — DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
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 (Any one person)	$
					PERS & 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				EACH OCCURENCE	$
					AGGREGATE	$
	☐ DEDUCTIBLE					$
	RETENTION $					$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of 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.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

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) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address: **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** Less than 125,000 annual gross receipt — Black American — Native American; Less than 250,000 annual gross receipt — Hispanic American — Women; Less than 499,000 annual gross receipt — Asian Pacific American — Other; More than 500,000 annual gross receipt
Have you been certified as a HUB or an MBE/WBE source?: Yes No
Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** Yes No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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 [3]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently 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.

PURCHASING DEPARTMENT
County Of Hidalgo

December 16, 2010

RE: ADDENDUM NO.1
FOR RFB No: 2010-272-12-29-SMA "Hidalgo County Sheriff's Office-Repair, Removal And Installation of Emergency Equipment, Radios, Computers & Other Misc. Emergency Equipment"

Dear Bidder(s):

Attached you will find **ADDENDUM NO. 1**, in connection with **"Hidalgo County Sheriff's Office"** Request for Sealed Bids for the **"Repair, Removal and Installation of Emergency Equipment, Radios, Computers & Other Misc. Emergency Equipment"**

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original procurement packet *LEGAL NOTICE page 3 paragraph 9.*

ACKNOWLEDGE RECEIPT of ADDENDUM NO. 1 by signing and returning this notice to by no later than December 20, 2010 at 5:00 p.m. via e-mail to sandra.montalvo@co.hidalgo.tx.us.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your procurement packet for **"Hidalgo County Sheriff's Office-Repair, Removal and Installation of Emergency Equipment, Radios, Computers & Other Misc. Emergency Equipment"**

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's Name

MLS/sma
Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1
December 16, 2010

HIDALGO COUNTY SHERIFF'S OFFICE
"Repair, Removal and Installation of Emergency Equipment, Radios, Computers & Other Misc. Emergency Equipment"

RFB NO. 2010-272-12-29-SMA

PLEASE NOTE THE FOLLOWING *CHANGES:*

1. REPLACE EXHIBIT "B"-Bid Page with *REVISED* EXHIBIT "B"-Bid Page, consisting of 3 pages.

I, _____, acknowledge receipt of ADDENDUM No.1 dated, December 16, 2010 for RFB NO.: 2010-272-12-29-SMA-**"HIDALGO COUNTY SHERIFF'S OFFICE-Repair, Removal and Installation of Emergency Equipment, Radios, Computers & Other Misc. Emergency Equipment"**

_____ _____
Print VENDOR's Name Date

EXHIBIT "B"-(revised)

Bid Page

Hidalgo County Sheriff's Office

"Repair, Removal and Installation of Emergency Equipment, Radios, Computers and other Misc. Emergency Equipment"

Bid No: 2010-272-12-29- SMA

Description Of Items	Removal Price	Installation Price	Repair Price (per hour)	Mark up rate with parts
RADIOS:				
Police Radio trunk/rear mount to include speaker & mic	$	$	$	
Police Radio dash mount to include speaker & mic	$	$	$	
Police Radio concealed mount to include speaker & mic	$	$	$	
Radio Frequency Program	$	$	$	
SIREN:				
12 Volt Sirens	$	$	$	
Siren Speakers Push Bar Mounted	$	$	$	
Siren Speakers Concealed Mounted	$	$	$	
Multi Function Siren Box	$	$	$	
Undercover siren with position switch	$	$	$	
ANTENNAS:				
Antenna roof mount	$	$	$	
Antenna window mount	$	$	$	
Antenna concealed mount	$	$	$	
Antenna tuning	$	$	$	
LIGHT & LIGHTBARS				
Roof mount Light bar to include controller	$	$	$	
Directional Light bar roof mount to include controller	$	$	$	
Directional Light bar interior mount to include controller	$	$	$	
OTHER:				
In car Video Camera System to include power supply	$	$	$	
Radars with Antennas	$	$	$	
Mobile Data Computers & power supply	$	$	$	
Computer mount/docking station	$	$	$	
Grille Lights (Halogen, LED or Strobe) push bar mount	$	$	$	
Grille Lights (Halogen, LED or Strobe) push bar concealed mount	$	$	$	
Rear Deck Lights (strobe, led or halogen) interior/exterior	$	$	$	
Dash Lights (strobe, led or Halogen) interior/exterior	$	$	$	
Prisoner Cages front/rear	$	$	$	
Window Barriers	$	$	$	
Shotgun/Rifle Rack (all mounts & types)	$	$	$	
Shop Brackets for specialty designed light mounting	$	$	$	
Modem/GPS	$	$	$	
Fire extinguisher to include brackets	$	$	$	
Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)	$	$	$	
Strobe/LED power supplies	$	$	$	
Fuse panel	$	$	$	
Switch Panel	$	$	$	
K-9 Hotdog System	$	$	$	
K-9 Door Popper	$	$	$	
Wig-Wag Flasher	$	$	$	
Flash Light Charger	$	$	$	
Push Bumpers	$	$	$	
Center Console	$	$	$	

Description Of Items	Removal Price	Installation Price	Repair Price (per hour)	Mark up rate with parts
Vehicle Graphics	$	$	$	
Cut Off Stop Lights	$	$	$	
Cut Off Stop & Backup Lights	$	$	$	
Kill Switch	$	$	$	
Extra Outlets (cig. Lighter type)	$	$	$	
Switch Panel	$	$	$	
Charge Guard (to include relay)	$	$	$	
Shut down timer	$	$	$	

List all Warranties:_____

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE No: _____ FAX No: _____

E-MAIL ADDRES_____

CELLULAR No.:_____

PRINTED NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____ DATE: _____

EXHIBIT "B"

VENDOR'S BID with BID TABULATION SHEET

EXHIBIT "B"-(revised)

Bid Page

Hidalgo County Sheriff's Office

"Repair, Removal and Installation of Emergency Equipment, Radios, Computers and other Misc. Emergency Equipment"

Bid No: 2010-272-12-29- SMA

Description Of Items	Removal Price	Installation Price	Repair Price (per hour)	Mark up rate with parts
RADIOS:				
Police Radio trunk/rear mount to include speaker & mic	$ 21.50	$ 40.00	$ 29.90	12.75%
Police Radio dash mount to include speaker & mic	$ 10.50	$ 25.00	$ 29.90	12.75%
Police Radio concealed mount to include speaker & mic	$ 21.50	$ 40.00	$ 29.90	12.75%
Radio Frequency Program	$ [illegible]	$ [illegible]	$ 29.90	12.75%
SIREN:				
12 Volt Sirens	$ 13.50	$ 25.00	$ 29.90	12.75%
Siren Speakers Push Bar Mounted	$ 12.50	$ 18.00	$ 29.90	12.75%
Siren Speakers Concealed Mounted	$ 12.50	$ 20.00	$ 29.90	12.75%
Multi Function Siren Box	$ 15.50	$ 25.00	$ 29.90	12.75%
Undercover siren with position switch	$ 15.50	$ 30.00	$ 29.90	12.75%
ANTENNAS:				
Antenna roof mount	$ 7.00	$ 10.00	$ 29.90	12.75%
Antenna window mount	$ 7.00	$ 10.00	$ 29.90	12.75%
Antenna concealed mount	$ 10.00	$ 20.00	$ 29.90	12.75%
Antenna tuning	$ —	$ —	$ 29.90	12.75%
LIGHT & LIGHTBARS				
Roof mount Light bar to include controller	$ 19.50	$ 50.00	$ 29.90	12.75%
Directional Light bar roof mount to include controller	$ 15.50	$ 50.00	$ 29.90	12.75%
Directional Light bar interior mount to include controller	$ 15.50	$ 50.00	$ 29.90	12.75%
OTHER:				
In car Video Camera System to include power supply	$ 15.00	$ 90.00	$ 29.90	12.75%
Radars with Antennas	$ 15.00	$ 60.00	$ 29.90	12.75%
Mobile Data Computers & power supply	$ 15.00	$ 40.00	$ 29.90	12.75%
Computer mount/docking station	$ 15.00	$ 40.00	$ 29.90	12.75%
Grille Lights (Halogen, LED or Strobe) push bar mount	$ 10.00	$ 25.00	$ 29.90	12.75%
Grille Lights (Halogen, LED or Strobe) push bar concealed mount	$ 10.00	$ 25.00	$ 29.90	12.75%
Rear Deck Lights (strobe, led or halogen) interior/exterior	$ 10.00	$ 25.00	$ 29.90	12.75%
Dash Lights (strobe, led or Halogen) interior/exterior	$ 10.00	$ 15.00	$ 29.90	12.75%
Prisoner Cages front/rear	$ 15.00	$ 30.00	$ 29.90	12.75%
Window Barriers	$ 10.00	$ 15.00	$ 29.90	12.75%
Shotgun/Rifle Rack (all mounts & types)	$ 10.00	$ 18.00	$ 29.90	12.75%
Shop Brackets for specialty designed light mounting	$ 10.00	$ 10.00	$ 29.90	12.75%
Modem/GPS	$ 10.00	$ 25.00	$ 29.90	12.75%
Fire extinguisher to include brackets	$ 5.00	$ 5.00	$ 29.90	12.75%
Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)	$ 10.00	$ 20.00	$ 29.90	12.75%
Strobe/LED power supplies	$ 10.00	$ 15.00	$ 29.90	12.75%
Fuse panel	$ 10.00	$ 18.00	$ 29.90	12.75%
Switch Panel	$ 10.00	$ 20.00	$ 29.90	12.75%
K-9 Hotdog System	$ 10.00	$ 30.00	$ 29.90	12.75%
K-9 Door Popper	$ 10.00	$ 10.00	$ 29.90	12.75%
Wig-Wag Flasher	$ 10.00	$ 15.00	$ 29.90	12.75%
Flash Light Charger	$ 5.00	$ 10.00	$ 29.90	12.75%
Push Bumpers	$ 15.00	$ 25.00	$ 29.90	12.75%
Center Console	$ 15.00	$ 25.00	$ 29.90	12.75%

Description Of Items	Removal Price	Installation Price	Repair Price (per hour)	Mark up rate with parts
Vehicle Graphics	$ 100.00	$ 100.00	$ 29.90	12.75%
Cut Off Stop Lights	$ 10.00	$ 20.00	$ 29.90	12.75%
Cut Off Stop & Backup Lights	$ 15.00	$ 50.00	$ 29.90	12.75%
Kill Switch	$ 10.00	$ 10.00	$ 29.90	12.75%
Extra Outlets (cig. Lighter type)	$ 10.00	$ 10.00	$ 29.90	12.75%
Switch Panel	$ 10.00	$ 20.00	$ 29.90	12.75%
Charge Guard (to include relay)	$ 10.00	$ 20.00	$ 29.90	12.75%
Shut down timer	$ 10.00	$ 10.00	$ 29.90	12.75%

List all Warranties: One year.

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME South Texas Communications, INC

ADDRESS: 709 E. Pecan

CITY/STATE/ZIP CODE: McAllen, TX 78501

PHONE No: 956-687-8591 FAX No: 956-687-1235

E-MAIL ADDRES JLEWING1@STCRADIOS.COM

CELLULAR No.: 956-458-9895

PRINTED NAME: James L. Ewing

AUTHORIZED SIGNATURE: James L Ewing

TITLE: Vice President DATE: 12/16/2010

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: South Texas Communications, INC.

ADDRESS: 709 E. Pecan

CITY/STATE/ZIP CODE: McAllen Texas 78501

PHONE No: 956-687-8591 FAX No: 956-687-1735

E-MAIL ADDRES JLEWING@STCRADIOS.COM

CELLULAR No.: 956-457-9895

PRINTED NAME: James L. Ewing

AUTHORIZED SIGNATURE: James L Ewing

TITLE: Vice President DATE: 12/29/2010

JLE

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME/ DESCRIPTION OF BID: Hidalgo County Sheriff's Office - Repair, Removal and Installation of Emergency Equipment, Radios, Computers and Other Misc. Emergency Equipment

[redacted]	**BID OPENING TIME: 9:30 A.M.**
BID NO: 2010-272-12-29-SMA	**BUYER: SANDRA MONTALVO**

	PARTICIPATING VENDORS					
	[redacted]	[redacted]	**SOUTH TEXAS COMMUNICATION McAllen, Tx**			
Description of Items	[redacted]	[redacted]	**REMOVAL PRICE**	**INSTALLATION PRICE**	**REPAIR PRICE (PER HOUR)**	**MARK UP RATE WITH PARTS**
RADIOS:						
Police Radio trunk/rear mount to include speaker & mic			$21.50	$40.00	$29.90	12.75%
Police Radio dash mount to include speaker & mic			$10.50	$25.00	$29.90	12.75%
Police Radio concealed mount to include speaker & mic			$21.50	$40.00	$29.90	12.75%
Radio Frequency Program			-------	-------	$29.90	12.75%
SIREN:						
12 Volt Sirens			$13.00	$25.00	$29.90	12.75%
Siren Speakers Push Bar Mounted			$12.00	$18.00	$29.90	12.75%
Siren Speakers Concealed Mounted			$12.00	$20.00	$29.90	12.75%
Multi Function Siren Box			$15.00	$25.00	$29.90	12.75%
Undercover siren with position switch			$15.00	$30.00	$29.90	12.75%
ANTENNAS:						
Antenna roof mount			$7.00	$10.00	$29.90	12.75%
Antenna window mount			$7.00	$10.00	$29.90	12.75%
Antenna concealed mount			$10.00	$20.00	$29.90	12.75%
Antenna tuning			------	------	$29.90	12.75%
LIGHT & LIGHTBARS						
Roof mount Light bar to include controller			$19.50	$50.00	$29.90	12.75%
Directional Light bar roof mount to include controller			$15.00	$50.00	$29.90	12.75%
Directional Light bar interior mount to include controller			$15.00	$50.00	$29.90	12.75%
OTHER:						
In car Video Camera System to include power supply			$18.00	$90.00	$29.90	12.75%
Radars with Antennas			$15.00	$60.00	$29.90	12.75%
Mobile Data Computers & power supply			$15.00	$40.00	$29.90	12.75%
Computer mount/docking station			$15.00	$40.00	$29.90	12.75%

Description of Items	REMOVAL PRICE	INSTALLATION PRICE	REPAIR PRICE (PER HOUR)	MARK UP RATE WITH PARTS
Grille Lights (Halogen, LED or Strobe) push bar mount	$10.00	$25.00	$29.90	12.75%
Grille Lights (Halogen, LED or Strobe) push bar concealed mount	$10.00	$25.00	$29.90	12.75%
Rear Deck Lights (strobe, led or halogen) interior/exterior	$10.00	$25.00	$29.90	12.75%
Dash Lights (strobe, led or Halogen) interior/exterior	$10.00	$15.00	$29.90	12.75%
Prisoner Cages front/rear	$15.00	$30.00	$29.90	12.75%
Window Barriers	$10.00	$15.00	$29.90	12.75%
Shotgun/Rifle Rack (all mounts & types)	$10.00	$18.00	$29.90	12.75%
Shop Brackets for specialty designed light mounting	$10.00	$10.00	$29.90	12.75%
Modem/GPS	$10.00	$25.00	$29.90	12.75%
Fire extinguisher to include brackets	$5.00	$5.00	$29.90	12.75%
Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)	$10.00	$20.00	$29.90	12.75%
Strobe/LED power supplies	$10.00	$15.00	$29.90	12.75%
Fuse panel	$10.00	$18.00	$29.90	12.75%
Switch Panel	$10.00	$20.00	$29.90	12.75%
K-9 Hotdog System	$10.00	$30.00	$29.90	12.75%
K-9 Door Popper	$10.00	$10.00	$29.90	12.75%
Wig-Wag Flasher	$10.00	$15.00	$29.90	12.75%
Flash Light Charger	$5.00	$10.00	$29.90	12.75%
Push Bumpers	$15.00	$25.00	$29.90	12.75%
Center Console	$15.00	$25.00	$29.90	12.75%
Vehicle Graphics	$100.00	$100.00	$29.90	12.75%
Cut Off Stop Lights	$10.00	$30.00	$29.90	12.75%
Cut Off Stop & Backup Lights	$15.00	$50.00	$29.90	12.75%
Kill Switch	$10.00	$10.00	$29.90	12.75%
Extra Outlets (cig. Lighter type)	$10.00	$10.00	$29.90	12.75%
Switch Panel	$10.00	$20.00	$29.90	12.75%
Charge Guard (to include relay)	$10.00	$20.00	$29.90	12.75%
Shut down timer	$10.00	$10.00	$29.90	12.75%
LIST WARRANTIES:	ONE (1) YEAR WARRANTIES			

EXHIBIT "C"

INSURANCE REQUIREMENTS

EXHIBIT "C"

INSURANCE REQUIREMENTS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/28/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

CONTACT NAME: Yolanda Alonso
PHONE (A/C, No, Ext): 956.686.3888 FAX (A/C, No): 956.682.5650
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED
South Texas Communications, Inc.
P.O. Box 3712
McAllen, TX 78502

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: Scottsdale Insurance Company 41297
INSURER B: American Hallmark Ins Co of TX
INSURER C: Texas Mutual Insurance Company 0060
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: 11/12 All LOB REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC			CPS1329483	01/01/2011	01/01/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			44-CL-431726-05	04/01/2010	04/01/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			TSF-0001197624-2010	02/01/2011	02/01/2012	X WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER
FAX: 318.2629

Hidalgo County Purchasing Dept.
Attn: Elena
100 E. Cano Street
Edinburg, TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Kent Shepard/CL03

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Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: Guadalupe "Lupe" Trevino, Sheriff
Hidalgo County Sheriff's Office

ATTN: **Lt. Richard Ozuna**
Juan Tapia, Procurement Specialist

FROM: Sandra Montalvo, Buyer

DATE: December 30, 2010

RE: **BID AWARD RECOMMENDATION REQUEST**
Hidalgo County Sheriff's Office - Repair, Removal and Installation of Emergency Equipment, Radios, Computers and Other Misc. Emergency Equipment -BID NO: 2010-272-12-29-SMA

We have received three (3) responses to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than MONDAY, JANUANRY 10, 2011 **@ 10:00 a.m.** to be able to present to Commissioner's Court **on January 19 ,2011.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department. **via fax to (956)-318-2629 or via email to: sandra.montalvo@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626-ext. 4865. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (why)
1. South Texas Communications	Meets all Spec's / Lowest Bidder
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct(s).: 1-1100-421-00-280-001-0

AUTHORIZED SIGNATURE — PRINTED NAME: A. Martinez — DEPARTMENT: HCSO — DATE: 1-6-2011

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME/ DESCRIPTION OF BID_: Hidalgo County Sheriff's Office - Repair, Removal and Installation of Emergency Equipment, Radios, Computers and Other Misc. Emergency Equipment

BID OPENING DATE: DECEMBER 29, 2010 | **BID OPENING TIME: 9:30 A.M.**

BID NO: 2010-272-12-29-SMA | **BUYER: SANDRA MONTALVO**

	PARTICIPATING VENDORS											
	SOUTH TEXAS LIGHTS Edinburg, Tx				TRI-COUNTY COMMUNICATION Weslaco, Tx				SOUTH TEXAS COMMUNICATION McAllen, Tx			
Description of Items	REMOVAL PRICE	INSTALLATION PRICE	REPAIR PRICE (PER HOUR)	MARK UP RATE WITH PARTS	REMOVAL PRICE	INSTALLATION PRICE	REPAIR PRICE (PER HOUR)	MARK UP RATE WITH PARTS	REMOVAL PRICE	INSTALLATION PRICE	REPAIR PRICE (PER HOUR)	MARK UP RATE WITH PARTS
RADIOS:												
Police Radio trunk/rear mount to include speaker & mic	$55.00	$80.00	$35.00	20%	$38.50	$115.50	$77.00	22%	$21.50	$40.00	$29.90	12.75%
Police Radio dash mount to include speaker & mic	$55.00	$80.00	$35.00	20%	$38.50	$94.50	$77.00	22%	$10.50	$25.00	$29.90	12.75%
Police Radio concealed mount to include speaker & mic	$50.00	$80.00	$35.00	20%	$77.00	$192.50	$77.00	22%	$21.50	$40.00	$29.90	12.75%
Radio Frequency Program	$25.00	$40.00	$35.00	20%	N/A	$38.50	$77.00	22%	-------	-------	$29.90	12.75%
SIREN:												
12 Volt Sirens	$35.00	$55.00	$35.00	20%	$38.50	$94.50	$77.00	22%	$13.00	$25.00	$29.90	12.75%
Siren Speakers Push Bar Mounted	$35.00	$45.00	$35.00	20%	$19.25	$38.50	$77.00	22%	$12.00	$18.00	$29.90	12.75%
Siren Speakers Concealed Mounted	$35.00	$45.00	$35.00	20%	$38.50	$57.75	$77.00	22%	$12.00	$20.00	$29.90	12.75%
Multi Function Siren Box	$35.00	$55.00	$35.00	20%	$38.50	$94.50	$77.00	22%	$15.00	$25.00	$29.90	12.75%
Undercover siren with position switch	$35.00	$55.00	$35.00	20%	$38.50	$115.50	$77.00	22%	$15.00	$30.00	$29.90	12.75%
ANTENNAS:												
Antenna roof mount	$35.00	$45.00	$35.00	20%	$19.25	$38.50	$77.00	22%	$7.00	$10.00	$29.90	12.75%
Antenna window mount	$35.00	$45.00	$35.00	20%	$19.25	$38.50	$77.00	22%	$7.00	$10.00	$29.90	12.75%
Antenna concealed mount	$35.00	$50.00	$35.00	20%	$38.50	$77.00	$77.00	22%	$10.00	$20.00	$29.90	12.75%
Antenna tuning	$35.00	$50.00	$35.00	20%	N/A	$38.50	$77.00	22%	------	------	$29.90	12.75%
LIGHT & LIGHTBARS												
Roof mount Light bar to include controller	$95.00	$130.00	$35.00	20%	$38.50	$94.50	$77.00	22%	$19.50	$50.00	$29.90	12.75%
Directional Light bar roof mount to include controller	$50.00	$105.00	$35.00	20%	$38.50	$94.50	$77.00	22%	$15.00	$50.00	$29.90	12.75%
Directional Light bar interior mount to include controller	$50.00	$95.00	$35.00	20%	$38.50	$115.50	$77.00	22%	$15.00	$50.00	$29.90	12.75%
OTHER:												
In car Video Camera System to include power supply	$40.00	$70.00	$35.00	20%	$38.50	$115.50	$77.00	22%	$18.00	$90.00	$29.90	12.75%
Radars with Antennas	$40.00	$60.00	$35.00	20%	$38.50	$115.50	$77.00	22%	$15.00	$60.00	$29.90	12.75%
Mobile Data Computers & power supply	$40.00	$75.00	$35.00	20%	$38.50	$77.00	$77.00	22%	$15.00	$40.00	$29.90	12.75%
Computer mount/docking station	$40.00	$50.00	$35.00	20%	$38.50	$57.75	$77.00	22%	$15.00	$40.00	$29.90	12.75%

Description of Items	REMOVAL PRICE	INSTALLATION PRICE	REPAIR PRICE (PER HOUR)	MARK UP RATE WITH PARTS	REMOVAL PRICE	INSTALLATION PRICE	REPAIR PRICE (PER HOUR)	MARK UP RATE WITH PARTS	REMOVAL PRICE	INSTALLATION PRICE	REPAIR PRICE (PER HOUR)	MARK UP RATE WITH PARTS
Grille Lights (Halogen, LED or Strobe) push bar mount	$40.00	$60.00	$35.00	20%	$38.50	$57.75	$77.00	22%	$10.00	$25.00	$29.90	12.75%
Grille Lights (Halogen, LED or Strobe) push bar concealed mount	$40.00	$60.00	$35.00	20%	$38.50	$77.00	$77.00	22%	$10.00	$25.00	$29.90	12.75%
Rear Deck Lights (strobe, led or halogen) interior/exterior	$40.00	$70.00	$35.00	20%	$38.50	$57.75	$77.00	22%	$10.00	$25.00	$29.90	12.75%
Dash Lights (strobe, led or Halogen) interior/exterior	$40.00	$70.00	$35.00	20%	$38.50	$77.00	$77.00	22%	$10.00	$15.00	$29.90	12.75%
Prisoner Cages front/rear	$135.00	$180.00	$35.00	20%	$38.50	$77.00	$77.00	22%	$15.00	$30.00	$29.90	12.75%
Window Barriers	$50.00	$80.00	$35.00	20%	$19.25	$38.50	$77.00	22%	$10.00	$15.00	$29.90	12.75%
Shotgun/Rifle Rack (all mounts & types)	$30.00	$40.00	$35.00	20%	$19.25	$38.50	$77.00	22%	$10.00	$18.00	$29.90	12.75%
Shop Brackets for specialty designed light mounting	$30.00	$60.00	$35.00	20%	$19.25	$38.50	$77.00	22%	$10.00	$10.00	$29.90	12.75%
Modem/GPS	$35.00	$70.00	$35.00	20%	$19.25	$38.50	$77.00	22%	$10.00	$25.00	$29.90	12.75%
Fire extinguisher to include brackets	$20.00	$20.00	$35.00	20%	$19.25	$19.25	$77.00	22%	$5.00	$5.00	$29.90	12.75%
Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)	$35.00	$70.00	$35.00	20%	$19.25	$38.50	$77.00	22%	$10.00	$20.00	$29.90	12.75%
Strobe/LED power supplies	$65.00	$80.00	$35.00	20%	$19.25	$38.50	$77.00	22%	$10.00	$15.00	$29.90	12.75%
Fuse panel	$20.00	$25.00	$35.00	20%	$19.25	$77.00	$77.00	22%	$10.00	$18.00	$29.90	12.75%
Switch Panel	$40.00	$60.00	$35.00	20%	$19.25	$38.50	$77.00	22%	$10.00	$20.00	$29.90	12.75%
K-9 Hotdog System	$45.00	$70.00	$35.00	20%	$38.50	$154.00	$77.00	22%	$10.00	$30.00	$29.90	12.75%
K-9 Door Popper	$45.00	$75.00	$35.00	20%	$57.75	$154.00	$77.00	22%	$10.00	$10.00	$29.90	12.75%
Wig-Wag Flasher	$35.00	$65.00	$35.00	20%	$19.25	$38.50	$77.00	22%	$10.00	$15.00	$29.90	12.75%
Flash Light Charger	$30.00	$30.00	$35.00	20%	$19.25	$38.50	$77.00	22%	$5.00	$10.00	$29.90	12.75%
Push Bumpers	$80.00	$145.00	$35.00	20%	$38.50	$77.00	$77.00	22%	$15.00	$25.00	$29.90	12.75%
Center Console	$35.00	$90.00	$35.00	20%	$38.50	$57.75	$77.00	22%	$15.00	$25.00	$29.90	12.75%
Vehicle Graphics	$229.00	$200.00	$35.00	20%	$231.00	$154.00	$77.00	22%	$100.00	$100.00	$29.90	12.75%
Cut Off Stop Lights	$45.00	$65.00	$35.00	20%	$38.50	$77.00	$77.00	22%	$10.00	$30.00	$29.90	12.75%
Cut Off Stop & Backup Lights	$45.00	$65.00	$35.00	20%	$38.50	$77.00	$77.00	22%	$15.00	$50.00	$29.90	12.75%
Kill Switch	$45.00	$60.00	$35.00	20%	$38.50	$77.00	$77.00	22%	$10.00	$10.00	$29.90	12.75%
Extra Outlets (cig. Lighter type)	$30.00	$35.00	$35.00	20%	$19.25	$38.50	$77.00	22%	$10.00	$10.00	$29.90	12.75%
Switch Panel	$30.00	$60.00	$35.00	20%	$19.25	$77.00	$77.00	22%	$10.00	$20.00	$29.90	12.75%
Charge Guard (to include relay)	$35.00	$60.00	$35.00	20%	$19.25	$38.50	$77.00	22%	$10.00	$20.00	$29.90	12.75%
Shut down timer	$35.00	$65.00	$35.00	20%	$19.25	$38.50	$77.00	22%	$10.00	$10.00	$29.90	12.75%
LIST WARRANTIES:	All wire used by South Texas Lights has a 6 month warranty, to be free from effects & meets S.A.E Specification S1128 other wire not supplied by South Texas Lights will have a 90 day warranty				All Parts & Service are warranted for 90 days				ONE (1) YEAR WARRANTIES			

Leticia Saenz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, February 04, 2011 8:31 AM
To: leticia.saenz@co.hidalgo.tx.us
Subject: FW: Review & Approval of Contract #C-10-272-02-08-South Texas Comm Inc-HCSO

Good Job on first attempt!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, February 04, 2011 8:22 AM
To: 'Martha Salazar'
Subject: RE: Review & Approval of Contract #C-10-272-02-08-South Texas Comm Inc-HCSO

The contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, February 03, 2011 5:05 PM
To: 'Stephen L. Crain'
Cc: leticia.saenz@co.hidalgo.tx.us
Subject: FW: Review & Approval of Contract #C-10-272-02-08-South Texas Comm Inc-HCSO
Importance: High

Mr. Crain:

Please review and comment as to form.

Thanks,

Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, February 03, 2011 4:48 PM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'; 'Sandra Montalvo'
Subject: Review & Approval of Contract #C-10-272-02-08-South Texas Comm Inc-HCSO

Ms. Marty-

Please forward the attached draft contract #C-10-272-02-08 – South Texas Communications Inc to legal counsel for his review and approval as to form.

I will be placing an item on the next CC agenda for approval for award.

Thank you.

Leticia H. Saenz, CPPB/Contracts Manager

Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

AI-25121 **16.A.6.**

Arbitrage Calculation Services

CC REGULAR

Date:	02/08/2011
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Requesting authority to advertise a Request For Qualifications and approval of Specifications/Requirements (RFQ Packet) For: Provision of Arbitrage Calculation Services" for Hidalgo County including Hidalgo County Drainage District #1 (if approved by DD#1-BOD) and in accordance with current inter-local agreement attached hereto.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1100-415-19-115-020-0-339

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

BUDGETARY IMPACT:

Attachments

Link: RFQ PACKET

Link: Interlocal Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2011 09:30 AM	APRV
2	Budget & Management	Erika Zamora	02/03/2011 10:56 AM	APRV
3	Rosalinda Cantu	Angela Garcia	02/03/2011 02:11 PM	APRV
4	Purchasing Department	Marty Salazar	02/04/2011 01:44 PM	APRV
5	Auditor's Office		02/04/2011 05:09 PM	NEW

Form Started By: Vangie Garcia Started On: 02/01/2011 03:29 PM

Final Approval Date: 02/04/2011

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

_____, 2010

Re: **HIDALGO COUNTY**
Request For Qualifications - **"Arbitrage Calculation Services-Hidalgo County"**
RFQ No: _____

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/vyg

Enclosures

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY
"ARBITRAGE CALCULATION SERVICES"
RFQ No: _____

1. **Request For Qualifications Letter.**

2. **Request for Qualifications, Legal Notice, consisting of ___ pages.**

3. **Requirements, Exhibit A, consisting of ___ pages.**

4. **Evaluation Criteria, Exhibit B, consisting of ___ pages.**

5. **Insurance Requirements, Exhibit C, consisting of ___ pages.**

6. **Conflict of Interest Questionnaire (CIQ), Exhibit D, consisting of ___ page.**

7. **Participant's Affidavit, Exhibit E, consisting of ___ page.**

8. **Vendor Application and Request for Taxpayers Identifications Number (W-9) form, consisting of ____ pages.**

9. **Certification Regarding Debarment, consisting of __ page.**

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

_____ _____
Martha L. Salazar, CPPB, Purchasing Agent **Date**

RFQ No: _____	NAME:_____	Tel. No: (956) 318-2626

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

ARBITRAGE CALCULATION SERVICES
DATE:_____

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy. Business 281 - Administration Building
Edinburg, Texas 78539

(956) 318-2626

LEGAL NOTICE **RFQ NO: _____**

1. **Sealed Statements of Qualifications** will be received for **"ARBITRAGE CALCULATION SERVICES-HIDALGO COUNTY",** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Submitters may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and seven (7) copies of all RFQs are required, with the submitters 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, **"REQUEST FOR QUALIFICATIONS NO: _____-ARBITRAGE CALCULATION SERVICES-HIDALGO COUNTY"** and in County's Purchasing Department, 2802 S. Hwy. Business 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, _____. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFQ: _____-ARBITRAGE CALCULATIONSERVICES-HIDALGO COUNTY.**

   Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County.

   WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Wednesday, _____ ***at 5:00 p.m.*** Responses will be sent to all applicants via facsimile by Friday, _____ **at 5:00 p.m.** . **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. 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 submitter, or to reject all RFQs and re-advertise.

4. For work to be performed at a County-owned or operated location, each submitter shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Submitter should take field dimensions and note all circumstances which affect the RFQ.

5. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

6. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda

will be mailed to all who are known to have received a copy of the Request for Qualifications. Submitters shall acknowledge receipt of all addenda as a part of their RFQ.

7. County reserves the right to accept or reject any or all RFQs.

8. Costs are to be net F.O.B. destination, County Prepaid.

9. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

10. 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 an RFQ 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.

11. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

12. DELIVERY INSTRUCTIONS: (IF APPLICABLE)

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

13. BILLING AND PAYMENT INSTRUCTIONS:

- 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 - **"ARBITRAGE CALCULATION SERVICES-HIDALGO COUNTY"**

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2808 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

14. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**_____, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

15. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

• ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

. ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

. ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

. ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

16. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

17. Disclosure of Conflict of Interest:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person

becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE Proposer.**

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for QUALIFICATIONS shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

26. 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.

27. 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.

28. 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.

29. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Qualifications
for
"ARBITRAGE CALCULATION SERVICES"

DATE:_____

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy. Business 281 - Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned 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.

Submitter acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Submitter understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

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 RFQs, as contained in the Requirements.

Respectfully submitted,

Submitter:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"ARBITRAGE CALCULATION SERVICES"
RFQ NO: _____

Hidalgo County is inviting statements of qualifications from qualified arbitrage firms to provide arbitrage calculation services. The County of Hidalgo is seeking to enter into an arbitrage calculation services contract(s) with a qualified state-(Texas) arbitrage consulting firm(s). The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"HIDALGO COUNTY-ARBITRAGE CALCULATION SERVICES REQUEST FOR QUALIFICATIONS"** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M.,_____. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the **"ARBITRAGE CALCULATION SERVICES"** selected by Hidalgo County For Hidalgo County Drainage District No. 1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the Provider shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offers Hidalgo County.

Deliver Submittal to:

RFQ NO:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 So. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, with a **Physical location of**: 2802 So. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** Hidalgo County New Administration Building, Edinburg, Texas, 78539. at 2802 So. Business Hwy 281, Edinburg, Texas 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, _____, *at 5:00 P.M.* at (956) 318-2629. Responses will be sent to all applicants via facsimile by **Friday,_____, at 5:00 P.M**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective February 17, 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. 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 RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-COLLUSION:

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County requires submitters, when hand delivering qualifications, to make sure that is it stamped with date and time by the County Purchasing Department staff.

SIGNING OF QUALIFICATIONS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the term of the contract will be for an initial period of one (1) year with the County's option to renew for three (3)-one (1) year terms, under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the agreement terms for unforeseen delay in award of the new request for qualifications.

All costs and expenses associated with the preparation and submission for (bids, proposal and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DAVIS BACON ACT: (IF APPLICABLE)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II RFQ REQUIREMENTS

Request For Qualifications and Proposal:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

Contents:
The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

Understanding of the Project:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

Firm(s) Qualifications:
The County of Hidalgo is seeking to contract with a competent firm(s), registered and licensed to practice in the State of Texas, that has/have had experience in, but not limited to, the following areas:

- Qualified firm must have a minimum of (5) years experience with arbitrage rebate compliance services;
- Qualified firm must have an office located in Texas;
- A description of the firm's personnel and their most recent similar projects.
- A minimum of at least five (5) such projects with federal, state or local governments in the past three (3) years.
- A minimum of three (3) client references for whom the same type work was performed (list must include name, address, telephone number, date and project description) should be included for reference purposes.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

Personnel and Staffing:
The participant should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

Required Certifications and Submittal:
This section will contain any licenses and certifications as required by Hidalgo County, the State of Texas, etc. The firm(s) should add copies of their Professional Liability Insurance. Hidalgo County requires limits as described and detailed in Exhibit "C"-Insurance Requirements contained herein

SCOPE OF SERVICES:
The firm selected will be required to perform all services, duties customarily and usually performed with respect to the type of work listed above for services the County of Hidalgo. **(Please refer to Additional Specifications and Requirements)**.

PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE AT THIS TIME WITH THIS SUBMITTAL:
The fee will be negotiated based on the scope of work and services.

PART III-SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION SYSTEM:
The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

A. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by (Commissioner's Court) will review, score and evaluate the written Statements of Qualifications (SOQ's) received in response to this Hidalgo County request for qualifications.

B. After the SOQ's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

Categories are further detailed in the Selection Criteria (Exhibit B) section of the RFQ.

NEGOTIATION PROCESS: The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiations. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFQ's.

TERMINATION OF SERVICES: Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with thirty (30) day's written notice prior to cancellation.

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

ARBITRAGE CALCULATION SERVICES

RFQ No. _____

EVALUATION CRITERIA

HIDALGO COUNTY
"ARBITRAGE CALCULATION SERVICES"
RFQ NO: _____

RFQ Evaluation Criteria

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Firm's Qualification/Experience of Firm (0-40)

The firm's should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. The provider shall designate experienced legal staff to completely and efficiently perform the work.

2. Firm's Understanding Project and Approach to Scope of Service (0-35)

The firm shall designate availability of specialized legal expertise related to arbitrage calculation services to or within the firm in order to completely and efficiently perform the arbitrage services. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. Firm's References and Similar Engagements (0-25)

The firm should provide as much background information as to it's experience in providing similar services to City, County or any other governmental agencies. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

SOQ EVALUATION FORM
"ARBITRAGE CALCULATION SERVICES-HIDALGO COUNTY"
RFQ NO:_____

SOQ- EVALUATION FORM **Point Range** **Score**

1. Firm's Qualifications/Experience of Firm **0-40** _____

The firm should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform he contract. The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. The provider shall designate experienced legal staff to completely and efficiently perform the work.

Comments/Rationale for Points:_____

_____

2. Firm's Understanding of Project and Approach to Scope of Service **0-35** _____

The firm shall designate availability of specialized legal expertise related to arbitrage calculation services to or within the firm in order to completely and efficiently perform the arbitrage services. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

Comments/Rationale for Points:_____

_____

3. Firm's References and Similar Engagements **0-25** _____

The firm should provide as much background information as to it's experience in providing similar services to County, City or any other governmental agencies. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

Comments/Rationale for Points:_____

_____

TOTAL SCORE: _____

FIRM: _____

Name of Evaluator: _____ Date: _____

Hidalgo County-Arbitrage Calculation Services
RFQ NO: _____

Additional Specifications and Requirements

SCOPE OF SERVICES:
The firm selected will be required to perform arbitrage calculations for Hidalgo County's current certificates of obligation issues and any new issues that may be added during the term of the contract.

Hidalgo County's outstanding issues currently include:

1. Certificates of Obligation, Series _____ $_____
2. Certificates of Obligation, Series_____ $_____
3. Certificates of Obligation, Series_____ $_____
4. Certificates of Obligation, Series _____ $_____
5. Certificates of Obligation, Series _____ $_____
6. Certificates of Obligation, Series _____ $_____

1. Arbitrage Compliance Program
Firm will establish a program to ensure Hidalgo County is in compliance with all arbitrage rebate requirements contained in Section 148 of the Internal Revenue Code of 1986 (as revised) and related Treasury Regulations. As part of this compliance program the Firm will serve as a resource to all parties involved, explaining the requirements of the Code and Regulations and providing practical solutions to problems as they occur. The Firm will provide constant interaction with the County and provide the following additional services:

- Assist the County in understanding the computational and reporting requirements of the Code and Regulations as they currently exist and facilitate their understanding of changes as they occur.

- Be knowledgeable of the rules regarding expiration of temporary periods and be prepared to assist County in monitoring yield-restricted funds, which may be invested.

- Assist the County, on a rebate installment date, in evaluating whether a full or partial payment of the rebate liability should be paid.

2. Computational Requirements
Firm will compute the arbitrage rebate that is most advantageous to Hidalgo County using computational methods that comply with arbitrage regulations.

- Review all applicable bond documents including tax or arbitrage certificate, official statement and other related documents.

- Compute the arbitrage yield on the bonds in accordance with the regulations and revise such computations in the event that events occur subsequent to delivery of the bonds, which would require recomputation.

- Identify, and separately account for, all "Gross Proceeds" (as last term is defined in the Treasury Regulations) of the bond issue, including those requiring allocation analyses due to "transferred proceeds" and/or "commingled funds" circumstances.

- Obtain the necessary information related to investments, including expenditure detail; or investment detail; and/or interest earnings.

- Compute the yield on the earnings of the gross proceeds of the issue.

- Firm must be familiar with all of the various regulations to determine which regulations to apply in order to compute the lowest lawful arbitrage liability amount.

- Perform computations of rebatable arbitrage at least once every five years and as of the date all bonds of the issue are retired.

- Provide an executive summary and opinion identifying the methodology employed, major assumptions, conclusions, and any recommendations for changes in record keeping and investment policy. The opinion provided must state that all work performed is consistent with Federal Tax Law and other applicable law.

3. Internal Revenue Service Reporting Requirements

Firm will serve as the interface between the County and the Internal Revenue Service. Firm must be knowledgeable of the reporting and documentation requirements associated with compliance of the arbitrage rules and perform the following duties:

- Complete Internal Revenue Service Form 8038-T and any other necessary reports so that only a signature is required prior to filing on either an installment computation date or final installment date.

- Provide a written report supporting the computations to the County.

- Determine the correction amount and the penalties associated with any installment failure as required.

- Assist in applying for permitted refunds for certain overpayments in the event the County overpays the amount of rebatable arbitrage for an issue.

- Maintain complete records supporting the computations of rebatable arbitrage for a period of not less than six years after the final maturity of all bonds of an issue.

- Assist the County, as necessary, in responding to any inquiries or audits by the Internal Revenue Service related to the computations performed by the rebate calculation agent.

- Maintain a tickler system, which monitors critical deadlines, calculation due dates, rebate exception dates, and expiration of temporary periods.

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> 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 (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – 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 OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 2011.

_____

Notary Public

My commission expires:_____, 20____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Business Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** _____
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ **Date:**_____ **Other**: _____

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify** _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt
Less than 250,000 annual gross receipt
Less than 499,000 annual gross receipt
More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

Black American
Hispanic American
Asian Pacific American
Native American
Women
Other

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: ____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

ORIGINAL

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

THIS AGREEMENT is made on this the _11th.___ day of March 2008 by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO 1,** hereinafter referred to as "Drainage District", and **HIDALGO COUNTY,TEXAS,** hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, Hidalgo County and Drainage District each have the resources to provide equipment and manpower for certain projects, however both parties agree that instances exist in which one party would be better able to provide manpower and equipment ("Services") in a more efficient and economic manner on behalf of the other party;

WHEREAS, both parties desire to make Services available to the other on an as-needed basis in which the presenting party will reimburse the receiving party for all actual costs incurred for the Services;

WHEREAS, the parties hereto have determined it is beneficial to both parties to enter into this Agreement;

WHEREAS, the Drainage District and the County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 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, the Drainage District and the County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Upon request, the Drainage District and County agree to provide Services at actual cost to the other party if such Services are available. Such provision of Services shall be on an as-needed basis only.

2. Prior to providing any Services, the presenting party shall prepare and present a draft purchase order to the receiving party estimating the man hours and equipment desired from the receiving party and the receiving party shall state the actual costs which would be incurred for a project detailing the hourly rates for the manpower requested and the actual hourly cost of the equipment requested for the project and shall return the draft purchase order specifying such man hour rates and equipment

rates to the presenting party. If the presenting party is in agreement with the draft purchase order completed by the receiving party, the presenting party shall prepare a purchase order reflecting the actual costs shown by the receiving party and present an executed purchase order to the receiving party.

3. The presenting party shall make payment to the receiving party within thirty (30) days upon receipt of an invoice from the receiving party.

4. Actual costs shall be determined solely by the receiving party providing the Services.

5. This Agreement shall be ongoing unless terminated by either party with thirty (30) days written notice to the other party.

6. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to any Services providing under this Agreement.

7. **Conflict of Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of 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 later 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 Drainage District and County, and not otherwise.

10. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL 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 Drainage District No. 1	Drainage District No. 1 Attention: Godfrey Garza, Jr. 902 N. Doolittle Road Edinburg, Texas 78539
If to Hidalgo County:	Hidalgo County, Texas Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539

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

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

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

18. **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.

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 sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____
Godfrey Garza, Manager

HIDALGO COUNTY

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

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 3/18/08

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

AI-25113 **16.B.1.**

Approval of an AIA B101-2007 / AIA 201-2007 with Alcocer-Garcia Associates, Inc.

CC REGULAR

Date:	02/08/2011
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

Approval of final negotiated AIA B101-2007 (Standard Form of Agreement between Owner & Architect) and AIA 201-2007 (General Conditions of the Contract for Construction) between Hidalgo County and Alcocer-Garcia Associates, Inc. in connection with the "Design and Construction of A New Constable Building" (ranked, selected and approved by CC on 08/24/10) to house the Constable with site/location of structure on land available at the current Precinct No. 1 Complex.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-421-00-220-042-0-720

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

BUDGETARY IMPACT:

Available balance as of 2-3-11 $504,172.77, pending year end carryovers. Estimated construction cost is $371,500.00 plus 7.25% Architect Fee ($26,933.75)

Architect fee was revised from 7.5% to 7.25%. Please refer to attachments.

Attachments

Link: AIA Document A201-2007

Link: Additional AIA Documents

Link: Legal's Approval of AIA

Link: Revised Fee/Schedule

Link: AIA Document B101-2007

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2011 01:12 PM	APRV
2	Budget & Management	Erika Zamora	02/03/2011 02:23 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/03/2011 03:52 PM	APRV
4	Auditor's Office		02/04/2011 05:09 PM	NEW

Form Started By: Vangie Garcia

Started On: 02/01/2011 11:28 AM

Final Approval Date: 02/04/2011

HIDALGO COUNTY
ADDITIONAL SUPPLEMENTAL CONDITIONS TO THE
AIA DOCUMENT B 101 – 2007

Standard Form of Agreement between Owner and Architect

ARTICLE 14

14.1 Requests for Payment. On of before noon of the first Monday of each month during the performance of the services, Architect shall submit to Owner for its approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each Request for Payment shall set forth the amount due for Services rendered, a detailed breakdown of the amount and the sum of all prior payments. Owner shall review each such Request for Payment and may make such exceptions as Owner reasonably deems necessary or appropriate under the circumstances then existing. About five (5) working days after the Owner's governing body meets approving such payment, the Owner shall make payment to Architect in the amount approved as aforesaid subject to Section 3.3, below.

14.2 Final Payment. After final completion of the work and acceptance thereof by Owner, Architect shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to Architect and upon approval thereof by Owner, Owner shall pay to Architect the amount due ("Final Payment") under such Final Request in accordance with the provisions of 3.1.

The Final Request for Payment shall not be made until Architect delivers to Owner an affidavit that so far as Architect has knowledge or information all materials and services over which Architect has control have been paid.

14.3 Qualifications on Obligations to Pay. Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a payment under Article 14 hereof or Final Payment) to Architect hereunder if any one or more of the following conditions precedent exist:

(1) Architect is in default of any of its obligations hereunder or otherwise is in default under this Agreement or any of the Contract documents;

(2) Any part of such payment is attributable to Services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Services which were performed in accordance with this Agreement;

(3) Architect has failed to make payments promptly to consultants or other third parties used in connection with the Services for which Owner has made payment to Architect;

(4) If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services in accordance with this Agreement, no additional payments will be due Architect hereunder unless and until Architect, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by Owner to be sufficient to so complete the Services.

14.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Services to which such partial payment relates or relieves Architect of any of its obligations hereunder with respect thereto.

14.5 Architect shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Services.

14.6 Waiver. The making of the Final Payment shall constitute a waiver of all claims by the Owner except those arising from (1) faulty or defective Services appearing after completion of the Work, (2) failure of the Services to comply with the requirements of this Agreement or the Contract documents or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims by the Architect except those previously made in writing and identified by the Architect as unsettled at the time of the Final Request for Payment.

14.7 In the event of a conflict between the provisions of this Article 14, and other provisions in the AIA B 101 -2007 as modified, the provisions of Article 14 shall control.

ARTICLE 15 – OTHER CONDITIONS OR SERVICES

15.1 Notwithstanding anything to the contrary contained in this Agreement, Owner and Architect agree and acknowledge that Owner is entering into this Agreement in reliance on Architect's experience and abilities with respect to performing the Services. The Architect accepts the relationship of trust and confidence established between it and the Owner by this Agreement. Architect covenants with Owner to use its **best** efforts, skill, judgment and abilities to design the Project and to further the interests of Owner in accordance with the Owner's requirements and procedures, in accordance with the American Institute of Architects' professional standards, and in compliance with all applicable national, federal, state and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Prior to the commencement of construction, Architect shall certify in writing to Owner that the Drawings and Specifications and all drawings and the improvements when built in accordance therewith conform to all applicable governmental regulations, statutes and ordinances then in effect. Architect represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Services.

15.2 The Architect represents, covenants and agrees that all of the Services to be

furnished by the Architect under or pursuant to this Agreement, from the inception of the Agreement until the Project has been fully completed, shall be of the standard and quality which prevail among architects of similar experience, knowledge, skill and ability engaged in architectural practice throughout Texas under the same or similar circumstances involving the design and construction of a project such as the Project with all the amenities as set forth in the Drawings and Specifications.

15.3 The Architect represents, covenants and agrees that its special talent, training and experience cause it to be the prime professional on the Project and that because of such talent and training, Architect envisions the construction of the Project in its entirety and possesses the special skills which enable it to recognize dangerous conditions that a reasonable, prudent Architect having such special skills could anticipate may arise from the proper use of the Project after accepted by the Owner; as the design professional, it has knowledge which will enable it to recognize specific dangers that may arise from the proper use of the Project after accepted by the Owner; and, it recognizes that any management, employees, and agents of the Owner, plus guests and visitors are within a class of foreseeable persons who will be relying on the Project being designed in a professional and safe manner.

15.4 Architect represents, covenants and agrees that its Project Drawings and Specifications will be accurate and free from any material errors and the shop drawings that it must approve will be accurate and free from any material errors relating to design intent. Architect additionally represents, covenants and agrees to the following: the design of the Project will conform to its foreseeable use as a project with all the amenities as set forth in the Drawings and Specifications; the result of the Drawings and Specifications, if built in accordance therewith, will be suitable for purposes for which the Project is designed; the result of Architect's inspection of the Project will be suitable for purposes for which the Project is designed; and, the Project will be designed and the construction will be inspected in a workmanlike, professional manner and will be suitable for human occupancy and use. The Architect's responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Drawings and Specifications nor shall the Architect be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Architect's skill and knowledge in preparing the Drawings and Specifications. Notwithstanding the immediately preceding sentence, Architect may rely on any documents or information forwarded by Owner pursuant to Article 2 hereof.

15.5 The Architect represents, covenants and agrees that the person directly in charge of the professional architectural work is duly registered under Tex. Rev. Civ. Stat. Ann., art. 249(a), as amended.

15.6 Indemnification. To the fullest extent permitted by applicable law, the Architect and its agents, partners, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend and hold harmless the Owner, Owner's respective Commissioners Court, elected officials, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and

expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the performance of the Services or any part thereof provided that any such Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom, and (2) are caused in whole or in part by any negligent act or omission of the Architect, anyone directly or indirectly employed by it or anyone for whose acts it may be legally liable. In this connection, it is agreed and understood that Architect shall not be responsible for any portion of the liability proximately caused by Owner's negligence.

15.7 Joint and Several Liability. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by the indemnification in Article 4.6 hereof, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which Owner or any of the Indemnitees has by law.

15.8 Notwithstanding any provisions herein to the contrary, it is agreed that if the Architect's final written estimate of construction cost is less than the low bona fide bid for construction and such low bid is not accepted by the Owner, the Architect, at his expense, will make all necessary revisions to the plans and specifications to lower the construction to an amount acceptable to Owner.

15.9 The Owner agrees to give the Architect the latitude to make the required changes to plans and specifications to achieve the required reduction in construction cost; however, the Architect shall consult with the Owner on all necessary changes.

15.10 Architect covenants with Owner to obtain separate bids and/or contracts for the following phases of the construction of the Project:

.1 General Construction;
.2
.3
.4

15.11 The final written estimate of construction cost will be reviewed and approved by the governing body of Owner prior to authorizing the Architect to issue plans and specifications for bidding.

15.12 Architect agrees to maintain a General and Professional Liability Insurance Policy to cover the liability of Architect connected with the performance of the services or any service covered by this Agreement in an amount equal to or exceeding the value of the Project, unless specifically agreed to by the Owner in a separate written agreement. Any

such policy must either be for any occurrence as a result of that performance or, if limited to claims made, include at least a five (5) year extended reporting period. Architect agrees to furnish Owner Certificates of Insurance showing the said Policy to be fully paid, in full force and effect, and not subject to modification or change for the period specified in this Agreement.

15.13 In the event of a conflict between the provisions of this Article 15, and other provisions in the AIA B 101 -2007 as modified, the provisions of Article 15 shall control.

Evangelina Garcia

From: Debra L. Goetz [dgr@atlashall.com]
Sent: Wednesday, January 26, 2011 11:14 AM
To: 'Evangelina Garcia'
Subject: RE: AIA-Construction-Constable Building-Pct. 1

Yes. Our comments were addressed.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, January 26, 2011 11:13 AM
To: 'Debra L. Goetz'
Subject: RE: AIA-Construction-Constable Building-Pct. 1

Ms. Goetz,
Are we good to go with the AIA, so that we can move forward. Appreciate your help. Thank you.

From: Debra L. Goetz [mailto:dgr@atlashall.com]
Sent: Wednesday, January 26, 2011 8:54 AM
To: 'Evangelina Garcia'
Cc: 'Martha Salazar'
Subject: RE: AIA-Construction-Constable Building-Pct. 1

Thank you. That was the last of our comments.

Debra L. Goetz
Atlas & Hall, L.L.P.
P.O. Box 3725
McAllen, Texas 78502-3725
www.atlashall.com

Telephone: 956-632-8242
Facsimile: 956-686-6109
E-mail: dgr@atlashall.com

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From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, January 26, 2011 8:17 AM
To: 'Debra L. Goetz'
Cc: 'Martha Salazar'
Subject: RE: AIA-Construction-Constable Building-Pct. 1

Good Morning,
On Article 12, it views and reads correctly when printed out.

Thank you

Proposed New Precinct 1, Constable's Office
WESLACO, TEXAS
Approximate Square Feet: 3,000 GSF
STATEMENT OF PROBABLE CONSTRUCTION COSTS
DATE: December 10, 2010

SCHEDULE OF VALUES	$/S.F.		BLDG SF	SYS.$
GENERAL CONDITIONS	$6.85		3,000	20,550.00
SITE WORK-BY OTHERS	$0.00		3,000	0.00
FOUNDATION	$8.25		3,000	24,750.00
REINFORCING STEEL	$1.25		3,000	3,750.00
MASONRY	$7.35		3,000	22,050.00
STRUCTURAL STEEL	$8.25		3,000	24,750.00
ROOFING	$7.25		3000	21,750.00
CARPENTRY	$1.85		3,000	5,550.00
STUCCO	$4.85		3000	14,550.00
MILLWORK/WOOD DOORS	$4.55		3,000	13,650.00
FINISH HARDWARE	$2.35		3,000	7,050.00
GLASS & GLAZING	$1.85		3,000	5,550.00
INTERIOR PARTITIONS	$6.00		3,000	18,000.00
ACOUSTICAL CEILING	$1.55		3,000	4,650.00
VCT/BASE	$1.55		3,000	4,650.00
PAINTING	$4.85		3,000	14,550.00
CERAMIC TILE	$4.50		3,000	13,500.00
CHALKBOARD&TACKBD.	$1.65		3,000	4,950.00
SPECIALTIES	$1.45		3,000	4,350.00
LANDSCAPING	$3.33		3,000	10,000.00
PLUMBING	$10.55		3,000	31,650.00
HVA/C	$16.25		3,000	48,750.00
ELECTRICAL	$17.50		3,000	52,500.00
F.F.&E. (BY OWNER)	$0.00		3,000	0.00
TOTAL	**$102.40**		3,000	**$371,500.00**
BASIC A/E FEE (7.5%)				$27,862.50

Basic fee was revised to 7.25% of final construction cost.

Evangelina Garcia

From: Edo [edo@agadc.com]
Sent: Wednesday, February 02, 2011 11:19 AM
To: 'Evangelina Garcia'
Subject: RE: Pct 1 Constable Office Building

Estimated fee based on 7.25% of the estimated construction cost of $371,500.00 is $26,933.75.
Estimated fee may change. up or down. depending on the final construction cost.

AGA
Alcócer Garcia Associates, inc.
Eduardo Alcocer
956.607.6671

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, February 02, 2011 9:58 AM
To: 'Edo'
Subject: RE: Pct 1 Constable Office Building

Mr. Alcocer, please give me the fee amount, just want to be sure I have the right amount in the AIA. I get $26,933.25 based on the estimated cost of $371,500.00 that you had sent.

Thank you

From: Edo [mailto:edo@agadc.com]
Sent: Wednesday, February 02, 2011 8:58 AM
To: 'Evangelina Garcia'
Subject: RE: Pct 1 Constable Office Building

Ms. Garcia;
Pursuant to our conversation regarding the Constable Office building for Pct 1, AGA, inc, is in agreement to restructure our A/E design fee. Based on the need to meet the projects budget needs, our design fee for basic services is 7.25% of final construction cost.

AGA
Alcócer Garcia Associates, inc.
Eduardo Alcocer
956.607.6671

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, February 02, 2011 8:37 AM
To: 'Edo'
Cc: 'Martha Salazar'
Subject: FW: Pct 1 Constable Office Building

Good Morning Mr. Alcocer,
Pursuant to the following and my conversation with you yesterday, please forward immediately the revised best and final offer on fee rate based on the 7.25% of final construction cost. This is all that I need in order to input on the AIA and attach to the agenda item for Tuesday's Commissioners Court date of February 8, 2011.

Thank you

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, December 10, 2010 3:53 PM
To: dgr@atlashall.com; avilacele@yahoo.com; 'Evangelina Garcia'; 'Leticia Saenz'; 'rey salazar'; 'Sergio Cruz'
Subject: FW: Pct 1 Constable Office Building

Ms. Goetz:
Confirmation on best and final offer on fee rate from architect firm.
Thanks
Marty S.

From: Edo [mailto:edo@agadc.com]
Sent: Friday, December 10, 2010 2:55 PM
To: martha.salazar@co.hidalgo.tx.us
Subject: Pct 1 Constable Office Building

December 10, 2010

Ms. Martha Salazar
Purchasing Agent
Hidalgo County Purchasing Agent
Edinburg, Texas

Re: A/E Design Fee adjustment

Dear Ms. Salazar:

Pursuant to our conversation regarding the Constable Office building for Pct 1, AGA, inc, is in agreement to restructure our A/E design fee. Based on the need to meet the projects budget needs, our design fee for basic services is 7.25% of final construction cost.

Sincerely,

AGA
Alcócer Garcia Associates, inc.
Eduardo Alcocer
956.607.6671

September 2, 2010

Ms. Martha Salazar
Purchasing Agent
Hidalgo County Purchasing Department
Edinburg, Texas 78501

Re: Scope of Services; Constable Precinct No. 1 Building

Dear Ms. Salazar:

We hereby present our firm's proposal for Architectural/Engineering Services for the above reference project.

AGA, inc's Basic Services include

1. Architectural Design and Construction Administration Services
   a. Schematic Design Phase
   b. Design Development Phase
   c. Construction Document Phase
2. Structural Engineering Design and Construction Administration Services
3. Mechanical/Electrical Engineering Design and Construction Administration Services
4. Prepare Bidding Forms and Documents
5. Assist Owner in Receipt of Competitive Bids
6. Evaluate Bids Received
7. Issue Notice of Award and Notice to Proceed to successful Bidder
8. Review project Shop Drawings and Submittals
9. Review General Contractor's Application for Payments
10. Prepare Field Reports and Progress Reports
11. Prepare Project Punch List and Project Close Out Documents
12. Present Project Owner's Manual
13. Five (5) sets of Final Plans and Specifications for Owner's use.
14. Copy of Professional Liability Insurance

Exclusions:

A. Geo-Technical Soils Engineering
B. Civil Engineering Services
C. Topographic and Property Survey
D. Accessibility Registration Fee, Plan Review Fee, and Post Construction Inspection Fee. The Architect will notify Texas Department of Licensing and Regulations

(TDLR). Hidalgo County will be responsible for obtaining other services required from TDLR or Registered Accessibility Specialist

E. Material Testing and Report(s)
F. Engineering Services related to electrical easement(s)
G. Reproduction of thirty five (35) sets of plans and specifications

Compensation:
Compensation for Basic Services to be on 7.5% percent of final construction cost. Additional Services to be invoiced at cost to Architect plus 1.1 times.

Schedule of Payments:

Schematic Design Phase	10% of A/E Fee
Design Development Phase	10% of A/E Fee
Construction Document Phase	50% of A/E Fee
Bidding and Negotiation Phase	5% of A/E Fee
Construction Administration Phase	25% of A/E Fee
Total	100%

We look forward to your favorable response to our proposal and look forward to continuing our working relationship with the County of Hidalgo.

Sincerely,
Alcócer Garcia Associates, inc

President

AGA, inc 1333 E Jasmine, McAllen, TX 78501 • Office:956.618.2007 Fax:956.618.2008

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/2/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Quirk & Company P.O. Box 792030 San Antonio, TX 78279 www.quirkco.com	CONTACT NAME: PHONE (A/C, No, Ext): 210.342.9421 FAX (A/C, No): 210.340.4075 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
INSURED: Alcocer Garcia Associates 10125 N. 10th Street, Suite A McAllen TX 78504	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Landmark American Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 8191253 REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE $
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) $
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
							GENERAL AGGREGATE $
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG $
	☐ POLICY ☐ PRO-JECT ☐ LOC						$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $
	☐ ANY AUTO						BODILY INJURY (Per person) $
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) $
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) $
	☐ HIRED AUTOS						$
	☐ NON-OWNED AUTOS						$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE $
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE $
	☐ DEDUCTIBLE						$
	☐ RETENTION $						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT $
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE $
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT $
A	Professional Liability			LHR723985	11/10/2009	11/10/2010	Per Claim Limit: $1,000,000 Agg. Limit: $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

"Constable Precinct No. 1 Building"

CERTIFICATE HOLDER

Hidalgo County
Purchasing Dept.
2812 S. Business Hwy. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Quirk

ACORD 25 (2009/09)

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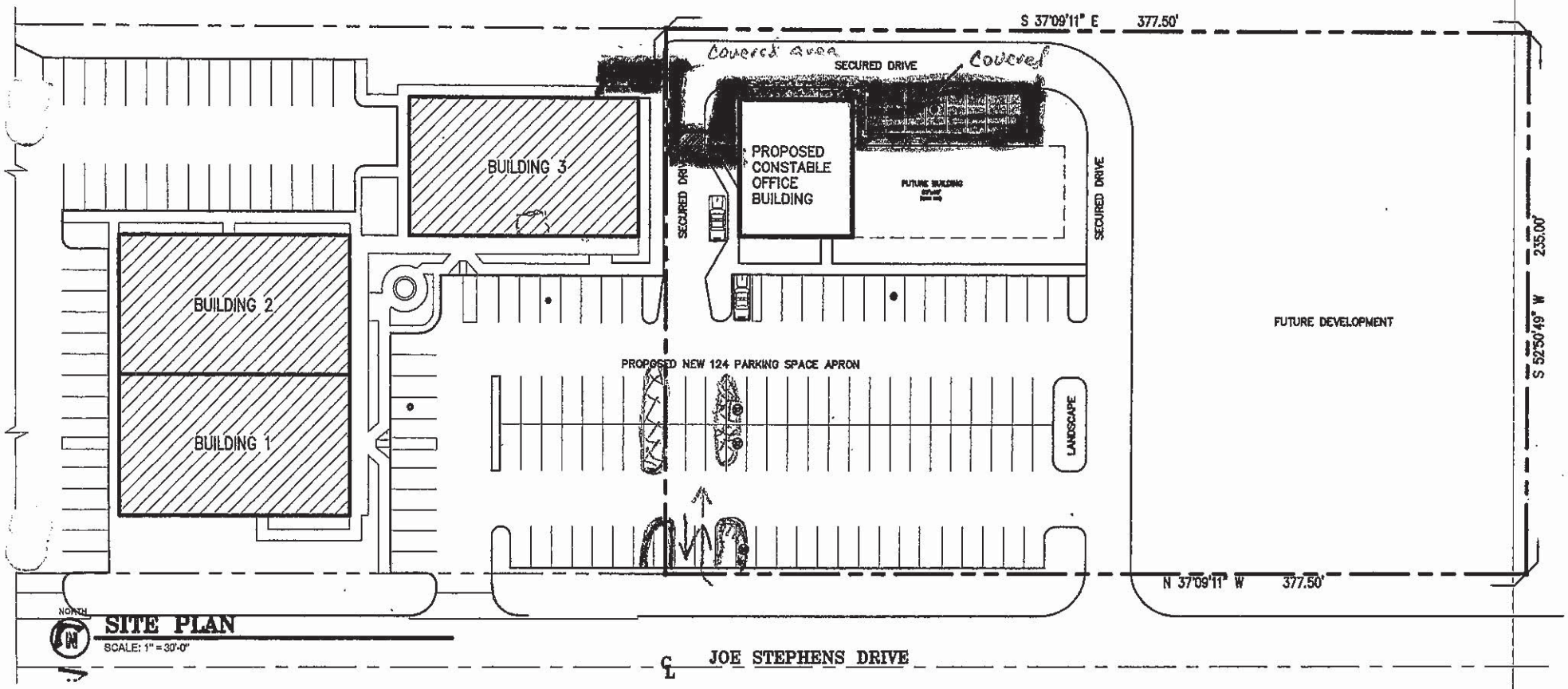
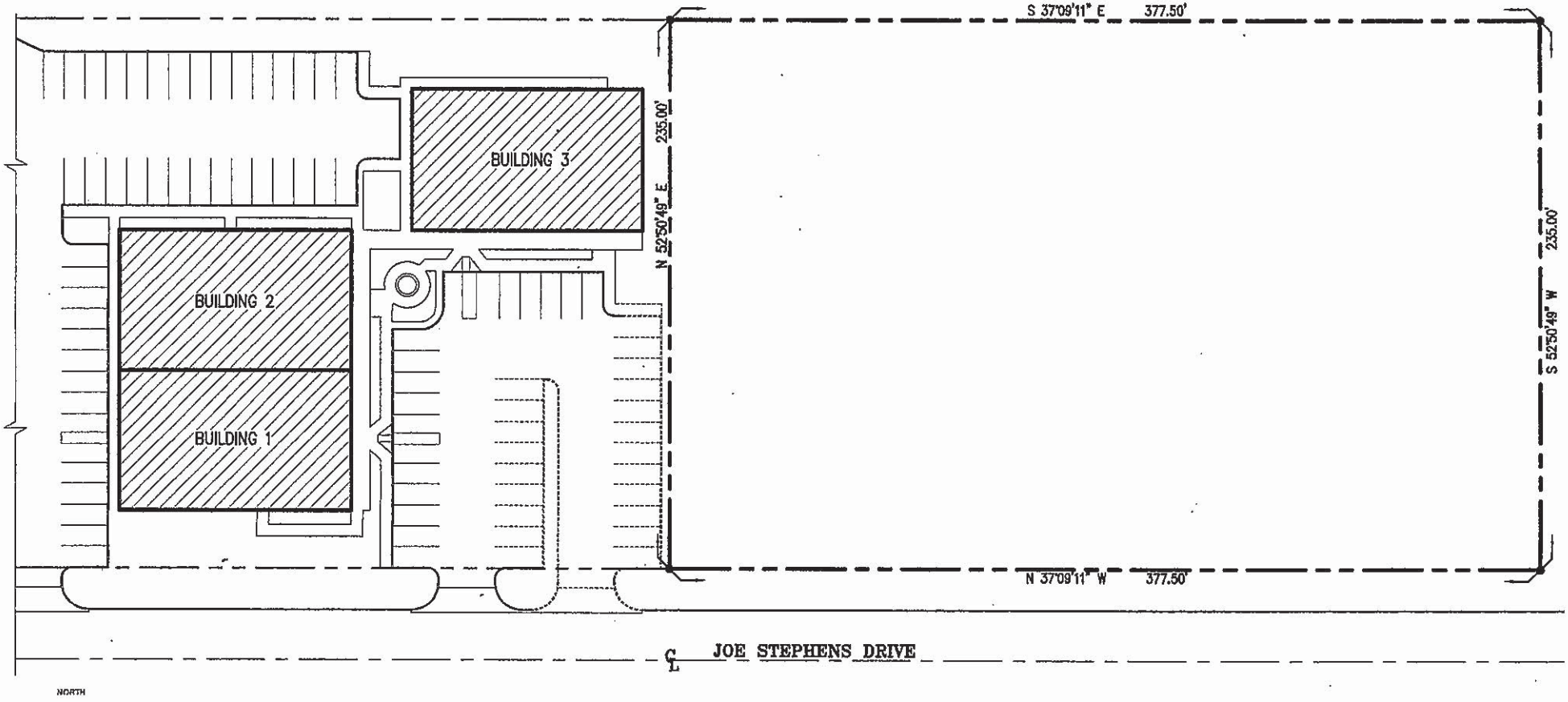
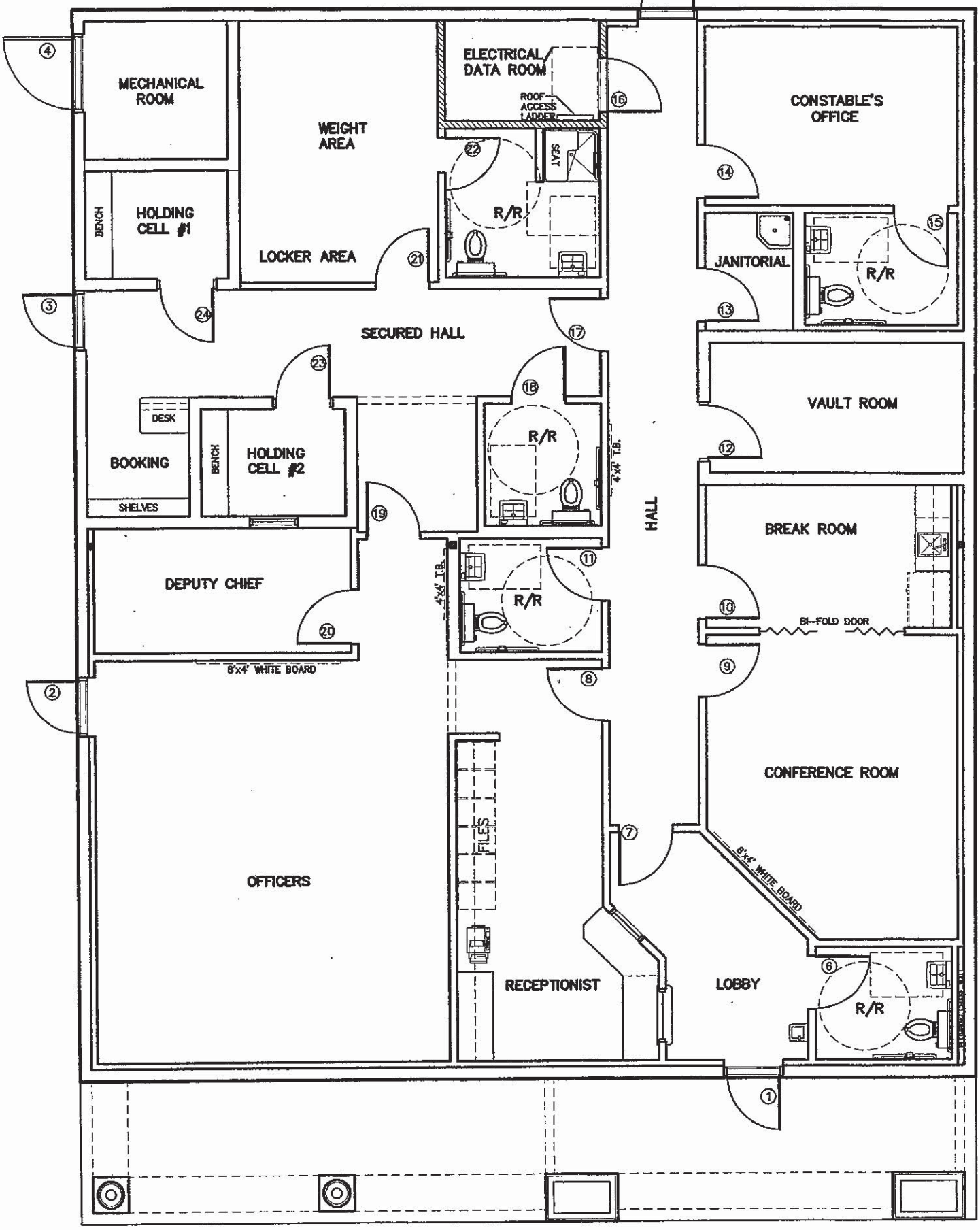

S 37°09'11" E 377.50'
Covered area
SECURED DRIVE
Covered
PROPOSED CONSTABLE OFFICE BUILDING
FUTURE BUILDING
BUILDING 3
BUILDING 2
BUILDING 1
SECURED DRIVE
SECURED DRIVE
PROPOSED NEW 124 PARKING SPACE APRON
LANDSCAPE
FUTURE DEVELOPMENT
S 52°50'49" W 235.00'
N 37°09'11" W 377.50'
NORTH
SITE PLAN
SCALE: 1" = 30'-0"
℄ JOE STEPHENS DRIVE


S 37°09'11" E 377.50'
BUILDING 3
BUILDING 2
BUILDING 1
N 52°50'49" E 235.00'
S 52°50'49" W 235.00'
N 37°09'11" W 377.50'
℄ JOE STEPHENS DRIVE
NORTH

April 2016

ORIGINAL



AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 8th day of February in the year 2011
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

County Of Hidalgo
1615 South Closner, Suite J
Edinburg, Texas 78539

and the Architect:
(Name, legal status, address and other information)

Alcocer-Garcia Associates, Inc.
1333 E. Jasmine Avenue
McAllen, Texas 78501
Phone Number: (956) 618-2007
Fax Number: (956) 618-2008

for the following Project:
(Name, location and detailed description)

Hidalgo County Constable Precinct No. 1
1602 Joe Stevens Blvd.
Weslaco, Texas 78596
Architectural & Engineering Services For the Design and Construction of A New Constable Building. Building to be a 3000 sq. ft., one (1) story steel frame & masonry structure.

The Owner and Architect agree as follows.
A new one-story building approximately 3000 sq. ft in size to be constructed at 1902 Joe Stevens Blvd., Weslaco, Texas. Building is to have concrete foundation, steel structure, masonry walls, built-up roofing, interior finishes, air-conditioning, electrical and plumbing installations.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
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TABLE OF ARTICLES

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Architect acknowledges and agrees to "fast track" the Project, and to cooperate with Owner so that the Project can be completed as quickly as possible.

.2 Substantial Completion date:
To be determined at a later date by mutual agreement.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall negotiate adjustments in schedule, compensation and Changes is Work in accordance with Section 3.6.5 and 4 .

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§ 1.4 This is a non-exclusive Contract. Owner is not precluded from retaining the service of other architects for projects within Precinct No.1. The purpose of the Architect's services shall include, but not be limited to, projects involving remodeling, alterations and repairs.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

(Paragraph deleted)

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project, "The Architect's Designated Representative is: "Eduardo Alcocer, Project Manager"

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.4.1 The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluation of the Work.

§ 2.4.2 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

$500,000 Comprehensive General Liability (See attached Insurance Certificate)

.2 Automobile Liability

$300,000 Per Person and $500,000 Per Occurrence (See attached Insurance Certificate)

.3 Workers' Compensation

Workers compensation insurance in amounts established by Texas law (See attached Insurance Certificate)

.4 Professional Liability

$1,000,000 Per Occurrence (See attached Insurance Certificate)

§ 2.6 ADDITIONAL BASIC SERVICES PROVIDED BY ARCHITECT

§ 2.6.1 To the extent any existing facilities are present at the location of the Project, the Architect shall provide a review of such existing facilities, and shall make recommendations to Owner regarding the modification of such facilities which are necessary to complete the Project and to bring the existing facilities into compliance with applicable laws, codes, regulations and ordinances.

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§ 2.6.2 The Architect shall be responsible for coordination and review of all Owner supplied data, and the dissemination of such data to Owner's and Architect's consultants and to any contractors, subcontractors and other parties as may need such data to perform their duties or responsibilities with respect to the Project.

§ 2.6.3 The Architect shall assist the Owner in preparing any Project schedules or timelines and in monitoring the progress of Owner, Architect, and any consultants, contractors, subcontractors or other parties which may be responsible for completing the tasks designated in such schedules or timelines. Architect shall make recommendations to Owner regarding changes and updates in schedules or timelines, as well as any action required by Owner as result of any failure or any person to comply with schedules or timelines.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluations of the Work."

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 In addition to the responsibilities and basic services indentified in Articles 2 and 3 respectively, the following services shall be the responsibility of the Architect without additional compensation:

§ 3.1.7.1	Schedule Development and Monitoring;
§ 3.1.7.2	Programming (in coordination with Owner);
§ 3.1.7.3	**intentionally deleted**
§ 3.1.7.4	**intentionally deleted**
§ 3.1.7.5	On-Site Project Representation; As per 4.3.3
§ 3.1.7.6	Record Drawings (in coordination with Contractor)'
§ 3.1.7.7	Structural Designs;
§ 3.1.7.8	MEP Designs;

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§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, and comply with codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner approved by the Owner in writing regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in detail their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare

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Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project and shall assist the Owner with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work indicated by changes in requirements or general market conditions.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 At the award of construction contract, the Architect shall incorporate all addenda, bid clarifications, changes accepted, alternatives and open alternatives into a "For Construction" set of drawings at the Owner's request.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner, if requested in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- **.1** procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- **.2** distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- **.3** organizing and conducting a pre-bid conference for prospective bidders;
- **.4** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- **.5** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders upon Owner's written approval thereof.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

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.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors; and

.3 If requested by the Owner participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction as modified by Owner and current as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 3.6.1.2 The Architect shall be a representative of and shall advise the Owner during the construction until final payment to the contractor is paid, and at the Owner's direction, during the period of correction of the Work described in the Contract for Construction. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the expiration of the period of correction for the Work as described in the Contract for Construction.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect as representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. However, the Architect shall not have control over or charge of the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of acts or omissions of the Contractor, Subcontractor, or their agents or employees, or of any other person or entities performing portions of the Work.

§ 3.6.2.1.1 The Architect will attend, as the Owner's representative, all concrete pours that are contributory to the structural integrity of the building (including all concrete footings, grading beams, floor slabs, and concrete superstructure components if applicable) and to take all reasonable care to determine general conformance with the Contract Documents and to notify both the Owner and contractor of any observed deficiencies. Furthermore, job site meetings shall be held weekly or at the Owner's discretion. Attendees will include the Owner, the General Contractor's Project Manager, the General Contractor's Project Superintendent and the Architect. Said meetings will begin at the time of Construction commencement and shall cease after substantial completion of the Work

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing

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of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall be required to promptly notify the Owner of any nonconforming Work and shall reject such nonconforming work unless the Owner objects to the rejection in writing within 24 hours of such notification. Performance of any additional inspection or testing which would result in additional costs to the Owner shall require advance notice to and the written approval of the Owner. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Construction Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.4.1 The Architect shall be responsible for providing services, at no additional cost to the Owner, which are made necessary by major defects or deficiencies in the contractor's work which the Architect should have discovered through reasonable care.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007 as modified by Owner and attached hereto as Exhibit "C ", the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.6 The Architect shall be responsible for providing services, at no additional cost to the Owner, which are made necessary by major defects or deficiencies in the contractor's work which the Architect should have discovered through reasonable care.

§ 3.6.2.7 The Architect and the Owner and the Owner shall at all times have access to the Work whenever it is in preparation or progress.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate of Payment shall not be a representation that the Architect has ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum, as defined in Section 9.1 of the AIA A201-2007 attached hereto as Exhibit "C " and incorporated herein for all purposes.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

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§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified in accordance with Article 4. Preparation of Change Orders which do not substantially affect the Project shall be included in the compensation computed in Article 11 and at no additional cost to the Owner.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the Requested change be denied.

§ 3.6.5.4 If the Architect determines that implementation of the requested changes would result in a material change to the contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

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§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance and to make appropriate recommendations to the Owner.

§ 3.6.6.6 The Architect shall be responsible for a complete reevaluation of the Project during the eleventh (11^{th}) month after Substantial Completion. Such services shall be furnished without additional charge except for travel and subsistence costs. Furthermore, the Architect shall report all deficiencies uncovered during said evaluation and shall be responsible for monitoring the correction of said deficiencies.

§ 3.6.6.7 Warranty Phase- The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year from the date of Substantial Completion. Additionally, the Architect shall monitor the progress of the reported corrections and furnish the Owner with written notification of complete corrections. The one-year period shall be extended for portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. The obligation under this paragraph 3.6.6.7 shall survive the acceptance of the Work under the Construction Contract.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1	Programming	Architect's Basic Services	Owner's Offices
§ 4.1.2	Multiple preliminary designs	Not Provided	
§ 4.1.3	Measured drawings	Not Provided	
§ 4.1.4	Existing facilities surveys	Not Provided	
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 4.1.6	Building information modeling	Not Provided	
§ 4.1.7	Civil engineering	Owner	

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§ 4.1.8	Landscape design	Owner	
§ 4.1.9	Architectural Interior Design (B252™–2007)	Owner	
§ 4.1.10	Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Not Provided	
§ 4.1.12	On-site project representation	Architect	As per 4.3.3
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Architect's Basic Services	
§ 4.1.16	Post occupancy evaluation	Architect's Basic Services	
§ 4.1.17	Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 4.1.22	Commissioning (B211™–2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™–2007)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.6 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

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7 Preparation for, and attendance t a public hearing, a dispute resolution proceeding or a legal proceeding, except: (1) where the Architect is party thereto and (2) or special meetings of the Commissioners Court in which the subject Project is a topic or discussion.

.8 Consultation concerning replacement of Work resulting from fire or other cause during construction;

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish **surveys** to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of **geotechnical engineers**, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such

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services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service provided however, that failure of the Owner to provide such notice shall in no way affect the Architect's obligations hereunder, nor shall such failure relieve the Architect from any liability for failure to discover and correct any such fault, defect, error, omission or inconsistency.

§ 5.10 Except as otherwise provided in this Agreement, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

(Paragraph deleted)

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly or at Owner's election, the Architect shall assist Owner at no expense to Owner, in revising the Project to meet Owner's budget requirements.

(Paragraph deleted)

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall at no additional fee to Owner make appropriate recommendations to the Owner to adjust the

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Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect of this Project. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Original drawings and specifications are the property of the Architect; however, the Project is the property of the Owner, and the Architect may not use the drawings and specifications therefore for any purpose not related to the Project without Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the Work or any earlier termination of this Agreement, Architect will revise drawings to reflect changes made during construction and he will promptly furnish the Owner with one complete set of reproducible record prints. All such reproductions shall be property of the Owner who may use them without Architect's permission for any proper purpose related to the Project, including, but not limited to additions to or completion of the Project. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service for purposes of completing, using and maintaining the Project.

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

(Paragraph deleted)

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 9.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may, if agreed to by all parties after the claim or dispute has arisen, be submitted to mediation prior to the institution of legal or equitable proceedings by either party.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by medication.. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. However, nothing in this Agreement shall be construed as requiring mandatory medication of claims, disputes or other matters in questions between the parties.

§ 8.2.3 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(Paragraphs deleted)

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than ninety (90) consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

(Paragraph deleted)

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, .

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction as modified by Owner.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written

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consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

(Paragraphs deleted)

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows: **An amount equal to 7.25% of the final cost of construction of the building, which is estimated to be** (Insert amount of, or basis for, compensation.) **Twenty-Six thousand-nine hundred thirty-three and seventy-five cents – ($26,933.75).**

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)
To be determined at a later date and identified in each respective fully executed Work Authorization incorporated herein.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)
To be determined at a later date and identified in each respective fully executed Work Authorization incorporated herein.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus one point zero five percent (1.05%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten	percent (	10	%)
Design Development Phase	Ten	percent (	10	%)
Construction Documents Phase	Fifty	percent (	50	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase/Contract Admin.	Twenty Five	percent (	25	%)

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User Notes:
(1902397295)

		percent (		%)
(Row deleted)				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category **Rate**

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for the Architect's Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets with prior written approval from Owner;

.3 Fees paid for securing approval of authorities having jurisdiction over the Project excluding five (5) copies of all Instruments of Service to be furnished to Owner;

.4 Printing, reproductions, plots, standard form documents;

.5 Postage, handling and delivery of Instruments of Service;

.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;

.9 All taxes levied on professional services and on reimbursable expenses;

.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Five Percent (5%) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice to the Commissioners' Court of the Owner. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

Init.
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User Notes:

(1902397295)

(Insert rate of monthly or annual interest agreed upon.)

(Paragraph deleted)

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Owner to provide and pay for:

1. Civil Engineering Designs for parking lot(s) and sewer/water extensions to building
2. Building materials testing services
3. State of Texas Accessibility Plan Review
4. State of Texas Accessibility Post-Construction Inspection

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

1. Exhibit 'A' Article 14 and 15
2. Exhibit 'B' Certificate of Insurance

This Agreement entered into as of the day and year first written above.

OWNER	ARCHITECT
(Signature)	*(Signature)*
Ramon Garcia, County Judge	George A. Garcia, Architect/Vice President Alcocer Garcia Associates, Inc.
(Printed name and title)	*(Printed name and title)*

Init.
/

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User Notes:

(1902397295)

APPROVED AS TO FORM:

Atlas & Hall, LLP

(Row deleted)

(Signature)
Stephen L. Crain
(Printed name and title)

ATTEST:

(Signature)
Arturo Guajardo Jr., County Clerk
(Printed name and title)

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. Texas Board of Architectural Examiners address: P.O. Box 12337, Austin, TX 78711-2337, Tel.: 512-305-9000.

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User Notes:
(1902397295)

AI-25125 **16.B.2.**

Appraisal Services "On an as Needed Basis"

CC REGULAR

Date:	02/08/2011
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of in connection with professional _____ required for Projects (On an as needed basis) for Precinct No. 1 Projects.

Evaluator	Leonel Garza	Professional Appraisal Services	HLH Appraisal Services
Evaluator #1	97	95	89
Evaluator #2	94	89	90
Average	95.5	92	89.5
Ranking			

c. Authority for the Purchasing Department to negotiate a professional service contract with No. 1 ranked firm of _____for the provision of Appraisal Services for Precinct No. 1 Projects

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** To be determined

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

BUDGETARY IMPACT:

Funding to be determined once project(s) are identifed by Pct. 1 and contract negotiations are completed by Purchasing Dept.

Funding is to be identified once WA's are issued out by vendor.

Attachments

Link: Memo

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	02/03/2011 01:05 PM	APRV
2	Budget & Management	Erika Zamora	02/03/2011 02:24 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/03/2011 03:02 PM	APRV
4	Auditor's Office		02/04/2011 05:09 PM	NEW

Form Started By: Nielda Cavazos

Started On: 02/02/2011 08:51 AM

Final Approval Date: 02/04/2011

MEMORANDUM
(THOROUGH REVIEW RECOMMENDED/REQUIRED)

TO: Mr. Joel Quintanilla, Commissioner
Hidalgo County Commissioners Precinct No. 1

ATTN: Eduardo Gonzalez, Executive Assistant of Community Inter Governmental Relations

FROM: Martha L. Salazar, CCPB-Hidalgo County Purchasing Agent
Nielda Cavazos, Hidalgo County Purchasing Department, Administrative Assistant

DATE: January 24, 2011

SUBJECT: SOQ –Selection of Appraisers Services

Attached you will find Statements of Qualifications as per your request for grading, scoring and evaluating Statements of Qualifications from Hidalgo County's approved "Pool" of Construction Material Testing Services.

Enclosed for your grading, scoring and evaluation task are the following firms as per your request dated January 24, 2011. We ask that the firms you have nominated provide the type of appraisal services you require for the project. The "Pool" list specifically identifies the area of appraiser's services as identified in the submitted Statements of Qualifications.

1) A complete Statements of Qualifications packet for Appraisers Services for
a) Professional Appraisal Services
b) HLH Appraisal Services
c) Leonel Garza Jr., & Associates, L.L.C.

All approved through Hidalgo County's Pool of Professional Engineering. **We recommend that a close review of the SOQ Packet be made so as to completely familiarize yourselves with the firms qualifications contained in the SOQ's. Scoring Sheets for each SOQ are provided. Please make any notations necessary to document your scores**

2) Upon scoring the engineering firms, please submit your scoring sheets to the Purchasing Department along with **All Statements of Qualifications Packets must be returned to the Purchasing Department after completing the evaluations**. The information contained in the Statements of Qualifications is confidential and may not be reproduced or provided to any other third parties. Thereafter, the Purchasing Department will proceed to place on Commissioners' Court agenda for action.

Thank you for your cooperation in this important matter. If you have any questions or require additional information, contact Martha L. Salazar or Nielda Cavazos at (956) 292-7000, ext 4853 respectively.

Enclosures

ACKNOWLEDGEMENT OF RECIEPT OF MEMO AND SOQ PACKET
Remit to: Martha L. Salazar or Nielda Cavazos- Hidalgo County Purchasing Department

Received by _____ Print Name/Title _____ Date _____

HIDALGO COUNTY PRECINCT NO 1
FOR
Appraisal Services
"On an as Needed Basis"
Scoring & Evaluation
GRID

Engineering Services

Total Scores	Professional Appraisal Services	Leonel Garza Jr., & Association	HLH Appraisal
Evaluator 1	95	97	89
Evaluator 2	89	94	90
Average	92	95.5	89.5
RANKING			

*Scoring & Evaluation was completed by Pct No 1 and Purchasing *

AI-25135 **16.C.2.**

Acceptance of SOQs- "Pool"-Real Estate Appraisers
CC REGULAR

Date:	02/08/2011
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Co. Wide

Information

CAPTION

Acceptance and approval of the Statements of Qualifications received (attached herein) in response to Hidalgo County's Request for Qualifications for establishment of a pre-qualified "POOL" of Professional Appraisers for engagement through the establishment statutory and local protocol (i.e.-nomination by user dept., ranking by cc, negotiation of an agreement, etc.) on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services set forth in the RFQ packet for: "Real Estate Appraisers Services". (RFQ No.: 2011-003-02-02-SMA with term of this pool: February 9, 2011 thru February 8, 2012.

BACKGROUND

This is a Countywide project and funding would need to be available and budgeted by user department. Pool of Professional Real Estate Appraisers Services will include all funding sources (ie. R&B, CIP, CAP General Fund, all grants, etc.) from all County Departments, programs and entities.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Each engagement would need to be funded through the requesting user.
No funds required at this time.

Attachments

Link: Participation Log

Link: Acceptance Sheet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2011 01:08 PM	APRV
2	Budget & Management	Erika Zamora	02/03/2011 02:25 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/04/2011 10:33 AM	APRV
4	Auditor's Office		02/04/2011 05:09 PM	NEW

Form Started By: Gricelda Villarreal

Started On: 02/02/2011 01:06 PM

Final Approval Date: 02/04/2011

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUEST FOR QUALIFICATION PACKETS

RFQ ACCEPTANCE DATE: February 02, 2011 | **RFQ ACCEPTANCE TIME:** 9:30 A.M.

DEPARTMENT/RFQ DESCRIPTION: "REAL ESTATE APPRAISERS POOL-HIDALGO COUNTY"

RFQ NO: 2011-003-02-02-SMA (RE-ADVERTISED) | **BUYER:** Sandra Montalvo

	NAME OF BIDDER: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS, PHONE, FAX No.'s & EMAIL ADDRESS
1.	TEDSI INFRASTRUCTURE GROUP Attn: Maria Lugo	EMR	Sandra Montalvo	01/18/11	1201 E. Expressway 83 Mission, Texas 78572 Ph. (956) 424-7898 Fax (956) 424-7022 MLugo@tedsi.com
2.	HLH APPRAISAL SERVICES Attn: Havey L. Heersse	BLM/ EM	Sandra Montalvo	01/18/11	6107 Aberton Forest Drive Houston, Tx 281-855-7763 Office 281-799-5652 Cell heerssen@sbcglobal.net
3.	**LEONEL GARZA, JR. & ASSC. LLC.** Attn: Leonel Garza Jr.	BLM/ EM	Sandra Montalvo	01/18/11	1419 Dove, Ste 1 McAllen, TX 78504 TEL: 956-687-7295 FAX: 956-687-9236 Leonel3@aol.com leonel3@garza-associates.com almao@garza-associates.com
4.	**PROFESSIONAL APPRAISAL SERVICES INC.** Attn: John H. Malcom Jr.	BLM/ EM	Sandra Montalvo	01/18/11	P.O. BOX 3722 1105 Tamarack Ave. McAllen, Tx 78501 956-687-9535 office 956-687-9539 fax jmalcom@proappraisal.com
5.	**A. PALACIOS MANAGEMENT CONSULTANTS** Attn: Arturo Palacios	EMR	Sandra Montalvo	01/18/11	P.O. BOX 3613 McAllen, Tx 78502 956-664-0073 arturopalacios@sbcglobal.net
6.	**George Jaime Salazar II D/B/A REAL ESTATE APPRAISALS** Attn: Jaime Salazar	EMR	Sandra Montalvo	01/18/11	502 W. Kuhn Street Edinburg, TX 78541 956-386-1500 office 956-867-6398 cell jaimesalazar2@aol.com
7.	**VICTORY APPRAISAL SERVICES** Attn: Edgar A. Herrera	EMR	Sandra Montalvo	01/19/11	P.O. Box 1722 Edinburg, Texas 78540 (956) 802-5508 victoryapp.services@victoryappraisalservices.biz
8.	**PRIME VENDOR INC** **Attn:** Carysa Morse	EMR	Sandra Montalvo	01/19/11	4622 Cedar Avenue, Suite 123 Wilmington, NC 28403-4429 Phone: 800 746-9554 Fax: 800 746-8307 work17@prime-vendor.com
9.	**THE AGUILAR GROUP, INC.** Attn: Roberto J. Aguilar	EMR	Sandra Montalvo	01/20/11	8178 GSRI Avenue Baton Rouge, La 70820 225.769.6885 fax 225.769.2332 www.aguilargroup.com
10.	**THE REAL ESTATE CENTER** Attn: Rene De La Cruz	IP	RENE DE LA CRUZ	01/20/11	P.O. BOX 810 MISSION, TX 78573-0810 OFFICE- 956-227-0928 FAX- 956-580-9655 renedelacruz@sbcglobal.net

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUEST FOR QUALIFICATION PACKETS

RFQ ACCEPTANCE DATE: February 02, 2011 | **RFQ ACCEPTANCE TIME:** 9:30 A.M.

DEPARTMENT/RFQ DESCRIPTION: "REAL ESTATE APPRAISERS POOL-HIDALGO COUNTY"

RFQ NO: 2011-003-02-02-SMA **(RE-ADVERTISED)** | **BUYER:** Sandra Montalvo

	NAME OF BIDDER: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS, PHONE, FAX No.'s & EMAIL ADDRESS
11.	**REAL ESTATE APPRAISAL SERVICES** **Attn: Richard D. Garza**	IP	Richard C. Garza	01/24/11	1210 E. Esperanza Ave. McAllen, Tx 78504 956-330-2488 reasmcallen@aol.com
12.	**INTEGRA REALTY RESOURCES - HOUSTON** Attn: Craig Young	EMR	Sandra Montalvo	01/25/11	5718 Westheimer, Suite 1100 Houston, Texas 77057 Direct: (713) 243-3379 Mobile: (281) 414-7429 Fax: (713) 827-8552 Email: cyoung@irr.com Website: www.irr.com
13.	**INDEPENDENT APPRAISAL SERVICES** Attn James G Miller	EMR	Sandra Montalvo	01/7/11	2917 Scenic Way McAllen, TX 78503 Office: 956-631-0754 Fax: 956-631-3495 Cell: 956-279-7201 E-Mail: jamesmiller421@gmail.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
EMAIL REQUEST (EMR)

revised
2/2/2011 1:43 PM

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ: HIDALGO COUNTY REAL ESTATE APPRAISERS POOL	RFQ NO: 2011-003-01-05-SMA
RFQ ACCEPTANCE DATE: JANUARY 05, 2011	RFQ ACCEPTANCE TIME: 9:30 A.M.

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 9, 2010 through February 9, 2011

	NAME OF COMPANY	SECTION TO BE COMPLETED BY BUYER						
		Exhibit C Ins.	Exhibit D CIQ	Exhibit E	W-9 Form	Debarment Form	Good Standing	Licenses Cert. date
#01	Professional Appraisals	Y	Y	Y	Y	Y		12/31/11 12/21/09
#02	HLH Appraisal Services	Y	Y	Y	Y	Y		10/31/12 08/20/10
#03	The Real Estate Center , Inc.	?	Y	Y	Y	Y		07/31/12 5/25/10
#04	Leonel Garza, Jr & Assc.	Y	Y	Y	Y	Y		12/31/12 12/13/10
#05								
#06								
#07								
#08								
#09								
#10								
#11								
#12								
#13								

AI-25117 **17.D.**

EEOC #31C-2010-01032: Hilda Caceres v. Hidalgo County, TX; Hilda Caceres v. Hidalgo County, Cause #CL-11-0286-A

CC REGULAR

Date: 02/08/2011
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Closed Session

Information

CAPTION

EEOC #31C-2010-01032: Hilda Caceres v. Hidalgo County, TX; Hilda Caceres v. Hidalgo County, Cause #CL-11-0286-A

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/01/2011 04:14 PM	APRV
2	Auditor's Office		02/04/2011 05:09 PM	NEW

Form Started By: Angela Garcia Started On: 02/01/2011 01:44 PM

Final Approval Date: 02/04/2011

AI-25118 **18.D.**

EEOC #31C-2010-01032: Hilda Caceres v. Hidalgo County, TX; Hilda Caceres v. Hidalgo County, Cause #CL-11-0286-A

CC REGULAR

Date: 02/08/2011
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Open Session

Information

CAPTION

EEOC #31C-2010-01032: Hilda Caceres v. Hidalgo County, TX; Hilda Caceres v. Hidalgo County, Cause #CL-11-0286-A

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/01/2011 04:14 PM	APRV
2	Auditor's Office		02/04/2011 05:09 PM	NEW

Form Started By: Angela Garcia Started On: 02/01/2011 01:45 PM

Final Approval Date: 02/04/2011