AI-30354 **7. A.**

CC REGULAR

Meeting Date: 01/10/2012

Submitted For: Judge Rudy Gonzalez **Submitted By:** Dora Gutierrez, COUNTY COURT #1

Department: COUNTY COURT #1

Information

CAPTION

County Court At Law #1:
Requesting approval to reimburse Cynthia Cavazos for the payments of court interpreter license renewal fee and fingerprinting service fee in the amounts of $210.00 and $44.20 respectively.

BACKGROUND

The reason for these payments was because the court interpreter license and fingerprinting service are required by the Texas Court Reporters Certification Board.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-412-00-025-001-0-811

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

BUDGETARY IMPACT:

Funding is available, refer to AI#30343.

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/28/2011 03:17 PM
Sylvia Solis	Sylvia Solis	12/29/2011 03:55 PM
Purchasing Department	Angela Garcia	12/29/2011 04:59 PM

Form Started By: Dora Gutierrez Started On: 12/28/2011 02:24 PM

Final Approval Date: 12/29/2011

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Cynthia M. Cavazos, do hereby state that the item(s) listed on the invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
	11/4/11	$44.20	FAST
	12/16/11	$210.00	TCRCB
TOTAL		$254.20	

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

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

SIGNATURE: Cindi Cavazos

TITLE: Court Reporter
PERSON MAKING PURCHASE

Before me MARIA A. GARCIA, a Notary Public, appeared Cindi Cavazos and on her oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. He / She further stated h___ / (s he) requested payment of the same.

(SEAL)

MARIA ANTONIA GARCIA
Notary Public, State of Texas
My Commission Expires
February 01, 2012

Maria A. Garcia
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Rudy Gonzalez DS
APPROVAL: DEPARTMENT HEAD

APPROVAL: COUNTY AUDITOR

COUNTY AUDITOR'S FORM: ARS-CA-004
REVISED: 11/23/2004

FAST
Fingerprint Applicant Services of Texas

INVOICE RECEIVED BY: [illegible] ON 12/27/11

COURT REPORTER CERTIFICATION BOARD
(For CSRs Residing in Texas)

This document is your *FAST Fingerprint Pass* for a state and national criminal history record check. Please schedule a fingerprint appointment by visiting www.L1enrollment.com or by calling 1-888-467-2080. **When scheduling an appointment you will be prompted by L-1 Enrollment Services for the following additional personal data: Date of Birth, Sex, Race, Ethnicity, Skin Tone, Height, Weight, Eye Color, Hair Color, Place of Birth and Home Address. During your Fingerprint appointment you will also be prompted for Social Security Number and Driver License Number. Requested data is required by the Texas Department of Public Safety to process your background check.** These data elements have been omitted from this document in order to better protect the security of your personal information. You may pay for *FAST* services online with a credit card or onsite with a check or money order only. Your fingerprints will be submitted to the Texas Department of Public Safety and the Federal Bureau of Investigation.

1. Logon to www.L1enrollment.com
2. Select: ***Texas***
3. Select: ***Online Scheduling***
4. Select: ***English or Espanol***
5. Enter: ***First and Last Name***
6. Select: ***All Others***
7. Select: ***Option A – Electronic Submission***
8. Select: ***Yes, I have a FAST Fingerprint Pass***
9. Enter: ***TX923553Z***
10. Follow the prompts to enter requested information.
11. Bring this completed form with you to your appointment.

Section One: Qualified Entity Information

ORI#: TX923553Z **Original TCN:** _____
(If resubmission for rejected fingerprints)

Agency/Entity/Organization Name: Court Reporter Certification Board

Section Two: Applicant Name (To be completed by applicant)

CB Number (i.e., CSR\License #) CB- 02921 (Must be 5 digits starting with zero. For example, 01234 or 00123)

Last: CAVAZOS (Please print) First: Cynthia (Please print) Middle: Monique (Please print)

Section Three: Waiver Information (To be completed and signed by applicant)

I certify that all information I provided in relation to this criminal history record check is true and accurate. I authorize the Texas Department of Public Safety (DPS) to access Texas and Federal criminal history record information that pertains to me and disseminate that information to the designated Authorized Agency or Qualified Entity with which I am or am seeking to be employed or to serve as a volunteer, through the DPS Fingerprint-based Applicant Clearinghouse of Texas and as authorized by Texas Government Code Chapter 411 and any other applicable state or federal statute or policy.
I authorize the Texas Department of Public Safety to submit my fingerprints and other application information to the FBI for the purpose of comparing the submitted information to available records in order to identify other information that may be pertinent to the application. I authorize the FBI to disclose potentially pertinent information to the DPS during the processing of this application and for as long hereafter as may be relevant to the activity for which this application is being submitted. I understand that the FBI may also retain my fingerprints and other applicant information in the FBI's permanent collection of fingerprints and related information, where all such data will be subject to comparisons against other submissions received by the FBI and to further disseminations by the FBI as may be authorized under the Federal Privacy Act (5USC 552a(b)). I understand I am entitled to obtain a copy of any criminal history record check and challenge the accuracy and completeness of the information before a final determination is made by the Qualified Entity. I also understand the Qualified Entity may deny me access to children, the elderly, or individuals with disabilities until the criminal history record check is completed.

Signature: Cindi Cavazos Date: 11/4/11 457-55-6086

Section Four: Service Center Information (To be completed by *FAST* Enrollment Officer)

Date Prints Taken 11-4-11 Amount Charged For Service: $44.20

Paid by: ☑ Check ☐ Money Order ☐ Visa ☐ MasterCard ☐ Billing Acct _____

TCN: 811463023365

☑ I HAVE COMPARED THE GOVERNMENT-ISSUED IDENTIFICATION PRESENTED BY THE APPLICANT AND ATTEST THAT TO MY BEST DETERMINATION; I HAVE FINGERPRINTED THE SAME PERSON.

E.O. Name: [illegible] (Please print) E.O. Signature: [illegible]

Revised 12/09

L-1 IDENTITY SOLUTIONS™
ENROLLMENT SERVICES DIVISION

Texas Registration

Service	Amount	Status
1) Agency fingerprinting submission	$44.20	Pay on Site
2) Total Amount for requested services	$44.20	
Pay on Site Total Amount	$44.20	

L-1 (888) 467-2080

Name: Cynthia Cavazos
Date Entered: 11/1/2011
Agency submission Amount: $44.20

ORI Number: TX923553Z
Fingerprint Reason: 89: TxGC 411.1403 Court Reporters Certification Board

Remember to bring your FAST Fingerprint Pass to your appointment

Remember to bring a valid photo id to your appointment. Valid photo id's can be found here: Click here to view Texas Acceptable Identification Documents (opens in a new window)

A photo will be taken for the state of Texas, so please dress appropriately. If you are unable to make your appointment, contact L-1 Enrollment Services at least one day before your appointment at (888) 467-2080 with your registration number to reschedule.

Please print a copy of this page for your records.

RegID

PH11006066A

Location Information

EDINBURG
TEACHERBUILDER . COM
2524 WEST FREDDY GONZALEZ DRIVE, EDINBURG TX

[Google Maps]
Get Directions

Your Appointment

November 04, 2011 at 10:30 am

INVOICE RECEIVED BY:
GOVERNMENT SERVICES RECEIVED BY:
on 12/07/11

Texas Court Reporters Certification Board
Transaction Receipt

Receipt

The State of Texas defines an "Occupational license" to mean "a license, certificate, registration, permit, or other form of authorization, including a renewal of the authorization, that a person must obtain to practice or engage in a particular business, occupation, or profession; or a facility must obtain before a particular business, occupation, or profession is practiced or engaged in within the facility". The use of the term "license" within this application is used as a blanket substitute for the terms certificate, registration, permit, or other form of authorization. Its use does modify any rights, authorities, or responsibilities as provided for under the original document type.

Paying for a license online does not constitute license renewal. The license is renewed only when you actually receive it. Licenses will be mailed within 7 business days of renewal. Selecting "Log Out" concludes the online portion of license renewal.

Trace Number:	204CR36200711
Transaction Date:	12/16/2011 15:24:01
Payment Method:	Credit Card
Name:	CAVAZOS, CYNTHIA MONIQUE
License Number:	2921
Expiration Date:	12/31/2011
Billing Name:	CAVAZOS, CYNTHIA M.
Billing Address:	P.O. BOX 531262
Billing City:	HARLINGEN
Billing State:	TX
Billing Zip Code:	78553
Total Amount Paid:	$210.00
Status:	**PAID IN FULL**

Close Window

INVOICE RECEIVED BY:
GOODS/SERVICES RECEIVED
on 12/27/11

AI-30369 **8. A.**

CC REGULAR

Meeting Date: 01/10/2012

Submitted For: Tax Office **Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval to transfer auto allowance in the amount of $750.00 from vacant slot no. 0049 to slot no. 085 and pay allowance to employee no. 128058, effective next full pay period (01/16/2012).
2. Approval of salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2- 1100-415-15-140-001-0-118

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT.

Attachments

fiscal note
REVISED SALARY SCHEDULE
Job Description
authorization form
PARS

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	12/29/2011 02:53 PM
Budget & Management	Merlen P. Munoz	12/29/2011 03:34 PM
Sylvia Solis	Sylvia Solis	12/29/2011 04:02 PM
Purchasing Department	Angela Garcia	12/29/2011 04:59 PM

Form Started By: Rosie Cantu Started On: 12/28/2011 04:57 PM

Final Approval Date: 12/29/2011

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 30369

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, January 10, 2012

Summary of request/proposal:
TAX OFFICE (1100):
Approval to transfer auto allowance in the amount of $750.00 from vacant slot no. 0049 to slot no. 085 and pay allowance to employee no. 128058, effective next full pay period (01/16/2012).

				Current			Proposed			
Fund	Position Title	Slot#	Obj	G	S	Salary/ Allowance	G	S	Salary/ Allowance	Total Requested
1100	DEPUTY CLERK I *(auto allow.)*	0049	118	5	0	750.00	5	0	0.00	(750.00)
1100	DEPUTY CLERK I *(auto allow.)*	0085	118	5	1	0.00	5	1	750.00	750.00
						750.00			750.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT)		AMOUNT
2-1100-415-15-140-001-0-	113	TAX OFF-	REG F/T EMPLOYEES	$0.00
2-1100-415-15-140-001-0-	118	TAX OFF-	AUTO ALLOWANCE	$0.00
2-1100-415-15-140-001-0-	211	TAX OFF-	HEALTH INSURANCE	$0.00
2-1100-415-15-140-001-0-	212	TAX OFF-	LIFE INSURANCE	$0.00
2-1100-415-15-140-001-0-	220	TAX OFF-	FICA	$0.00
2-1100-415-15-140-001-0-	230	TAX OFF-	RETIREMENT	$0.00
2-1100-415-15-140-001-0-	250	TAX OFF-	UNEMPLOYMENT COMP	$0.00
2-1100-415-15-140-001-0-	260	TAX OFF-	WORKER'S COMP	$0.00
			2012 BUDGETARY IMPACT:	$0.00

2013 Budgetary Impact: $0.00

Possible Funding Sources: NO BUDGETARY IMPACT

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-415-15-140-001-0

AI - 30369

TAX OFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 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 DEPUTY II	19	1	$74,182.00	$74,182.00	$74,182.00	$780.00	$0.00	$0.00	$6,940.00	$0.00	$81,902.00
0003	113	MANAGER, TAX COLLECTION SECTION	17	1	$63,599.00	$63,599.00	$63,599.00	$1,680.00	$0.00	$0.00	$2,800.00	$0.00	$68,079.00
0004	113	MANAGER, MOTOR VEHICLE LICENSE SECTION	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	1	$43,284.00	$43,284.00	$43,284.00	$0.00	$0.00	$0.00	$0.00	$500.00	$43,784.00
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
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
0028	113	DEPUTY CLERK II	7	1	$29,458.00	$29,458.00	$29,458.00	$900.00	$0.00	$0.00	$1,500.00	$0.00	$31,858.00
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	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
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

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-415-15-140-001-0

AI - 30369

TAX OFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
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	2	$28,231.00	$28,231.00	$28,231.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,231.00
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
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**	**TRANSFER OF AUTO ALLOWANCE FROM SLOT 0049 TO SLOT 085 DEPUTY CLERK I**	**5**	**0**	**$23,993.00**	**$23,993.00**	**$23,993.00**	**$0.00**	**$0.00**	**$0.00**	**~~$750.00~~ $0.00**	**$0.00**	**$23,993.00**
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	0	$23,993.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,993.00
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	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
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

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-415-15-140-001-0

AI - 30369

TAX OFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
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
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
		TRANSFER OF AUTO ALLOWANCE FROM SLOT 0049 TO SLOT 085											
0085	**113**	**DEPUTY CLERK I**	**5**	**1**	**$25,256.00**	**$25,256.00**	**$25,256.00**	**$360.00**	**$0.00**	**$0.00**	**~~$0.00~~ $750.00**	**$0.00**	**$26,366.00**
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
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

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-415-15-140-001-0

AI - 30369

TAX OFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
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	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
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
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	1	$37,109.00	$37,109.00	$37,109.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,109.00
0132	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
0133	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
0134	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
0135	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
0136	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

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-415-15-140-001-0

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TAX OFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		TOTAL			$3,967,426.00	$4,054,786.00	$4,005,802.00	$62,460.00	$0.00	$0.00	$44,515.00	$1,000.00	$4,113,777.00

Approval to transfer auto allowance in the amount of $750.00 from vacant slot no. 0049 to slot no. 085 and pay allowance to employee no. 128058, effective next full pay period (01/16/2012).

DEPUTY CLERK I

GRADE: 05

GENERAL DESCRIPTION

Performs moderately complex (journey-level) clerical work; Work involves support tasks primarily involving customer service and clerical activities which may include: processing inquiries and requests for information, entering and maintaining data, cashiering. Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs general clerical duties as required, including filing, indexing and recording, making copies, sorting stuffing and mailing documents

Enters information on office records to the computer and retrieves information to respond to inquiries

Type correspondence and other documents and materials using a typewriter and/or processing software

Assists the public in person or by telephone, convey messages, make telephone calls, faxes and distribute mail

Ability to work well with others

Regular attendance is a must

Performs related duties as required

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a standard senior high school or equivalent is generally preferred, plus one (1) year of general office experience or an equivalent combination of experience and training which provides the required knowledge, skills and abilities; Two (2) years of experience may be substituted for one (1) year of education.

Bilingual preferred (English/Spanish)

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Ability to read, interpret and accept documents such as safety rules, operating and maintenance instructions and procedures manuals.

Ability to fill out reports, answer routing correspondence and speak effectively to the public.

Ability to deal with problems involving several concrete variables in standardized situations

Ability to operate a computer, typewriter and other basic office equipment

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the county

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is 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, TEXAS
Auto Allowance Authorization Form

Department Name/Number: #140 Date: 12/27/11

Position Title: Deputy Clerk I Position Slot No. : 85

Position Status: ☐ Vacant ☒ Current

If position status is vacant go to Justification for Auto Allowance Section

Employee Name: _____ Employee Number: #128058

Employee Driver License No.: TX DL#07050479

Auto Allowance Amount Request: $750.00

Auto Allowance to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Required Additional Funds ☐ Other

VEHICLE INFORMATION

Year, Make, & Model: 2003 Honda Odyssey Van Ins. Policy Number: 44588569

VIN Registration No. : 5FNRL18903B078954 Policy Holder's Name: _____

License Plate No. : FMYD23 Ins. Coverage Date: 10/18/2011

*Vehicle Insurance Provider: State Farm Ins. Verified By: Acharma 3/12/2012

*Employee should provide copy of current vehicle liability insurance policy and driver license to their respective department and to the Safety Division.

JUSTIFICATION FOR AUTO ALLOWANCE

In the space provided below, please justify why the auto allowance is needed, in lieu of receiving the IRS current mileage reimbursement rate for In-County business use of personal vehicle.

Auto Allowance needed to travel to the Bank for change as needed.

X _____ 12/27/11

Employee Signature **Date**

By signing this Auto Allowance Authorization Form, I understand that I will not be eligible to receive mileage reimbursement for using my personal vehicle for In-County business travel. I further understand that the Auto Allowance provided to me is subject to all applicable federal and state income taxes and will be included in my bi-weekly or semi-monthly paycheck (as applicable). The Auto Allowance amount is subject to change, upon Commissioners Court approval.

_____ 12/27/11

Department Head/Elected Official Date Funding Available in Dept. Budget ☑ YES ☐ NO

DBM XXX
Revised: April 2011

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: **TAX OFFICE #140**

DATE: **DECEMBER 26, 2011**

CURRENT POSITION TITLE: **DEPUTY CLERK I**

CURRENT SLOT. #: **85**

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other **Transfer of Auto -**

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

Allowance from slot#49 to slot#85

POSITION SALARY REQUEST:

Salary Amount: $ **-0-** Current Budgeted Salary $ **750.00** Proposed Budgeted Salary $ **750.00** Net Change

Position to be funded from one of the following:

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

☑ Other **NO BUDGETARY IMPACT**

POSITION Type:

Full Time Employee Object 113 [XX] 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	[XX]	Non-Exempt	[XX]
N/A	[ ]		

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

"Needed for San Juan Sub-station for employee who will be taking over Bank Duties. Bank Duties are necessary to obtain change for the office as needed.

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

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

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

TRANSFERRING AUTO ALLOWANCE FROM SLOT # 049 TO SLOT 085, (EMPLOYEE #128058,) WHO WILL BE ASSIGNED THE DUTY OF GOING TO THE BANK.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/26/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esthela Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	01.03.12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	01/03/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-30308 **9. B.**

CC REGULAR

Meeting Date: 01/10/2012

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health Division:
Requesting authorization for Hidalgo County Health & Human Services Dept. to participate in a Provider Services Agreement with United Healthcare.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1293-345-40-340-005-0-000

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

BUDGETARY IMPACT:

There is no cost to the County. United Healthcare is part of an HMO under Medicaid. Hidalgo County needs to be enrolled with United Healtchare to be able to bill United Healtchare for healthcare services, that are billable to Medicaid, provided by our County Clinic medical staff.

Attachments

Provider Agreement

Legal Review

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/21/2011 03:29 PM
Manuel Chapa	Manuel Chapa	12/21/2011 04:04 PM
Purchasing Department	Angela Garcia	12/29/2011 04:59 PM

Form Started By: Mike Escaname Started On: 12/21/2011 03:13 PM

Final Approval Date: 12/29/2011

INTRODUCTION

Our agreement consists of this contract, the appendices, and the additional materials we reference in the attached Appendix 1.

Guiding principles

We strive to operate in accordance with the following principles:

- *We want to work together with America's best physicians to improve the health care experience of our customers.*
- *We respect and support the physician/patient relationship while adhering fairly to the contract for benefits we provide our customers.*
- *Whether a particular treatment is covered under a benefit contract should not determine if the treatment is provided. Physicians and health care professionals should provide the care they believe is necessary regardless of coverage.*
- *You should discuss treatment options with patients regardless of coverage. We encourage that communication.*
- *Physicians should describe any factors that could affect their ability to render appropriate care. Matters such as professional training, financial incentives, availability constraints, religious or philosophical beliefs, and similar matters are all things that a physician should consider discussing with a patient. We encourage these communications. We urge full disclosure.*
- *Fairness and efficiency will govern the ways in which we administer our products. We will make our determinations promptly. Our commitments to our customers will be clear. We will honor our agreements. When it comes to coverage determinations, the language of the benefit contract will take precedence.*

Next steps

Please read this agreement. If you have questions, write to or call:

UnitedHealthcare
Network Contract Support
1311 W. President George Bush Highway, Suite 100
Mail Route: TX023-1000
Richardson, TX 75080-9870
(800) 548-1078

You can visit our website at www.unitedhealthcareonline.com (UnitedHealthcare Online®) for additional details on items described in the agreement. If the agreement is acceptable to you, please sign both of the enclosed copies of the contract, and send both copies to the address above.

MEDICAL GROUP CONTRACT

UnitedHealthcare Insurance Company is entering into this agreement with you. It is doing so on behalf of itself, UnitedHealthcare of Texas, Inc., UnitedHealthcare Benefits of Texas, Inc., Evercare of Texas, L.L.C.
and its other affiliates for certain products and services we offer our customers, all of which we describe in the attached Appendix 2.

This agreement applies to you and to your professional staff (the physicians and other professionals who are your employees, or your independent contractors providing services to your patients, and who are subject to credentialing by us) and the services you provide at the locations in the attached Appendix 4. When this agreement refers to "you", it also refers to your professional staff. Your professional staff is bound to the same requirements of this agreement as you are. You represent to us that you have the authority to bind your professional staff to this agreement.

What you will do

You need to be credentialed in accordance with our Credentialing Plan, as referenced in Appendix 1, for the duration of this agreement.

You must notify us in a timely manner about certain services you provide in accordance with our Administrative Guide so that we can provide our customers with the services we have committed to provide. If you do not so notify us about these services, you will not be reimbursed for the services, and you may not charge our customer.

Within one year of the effective date of this agreement, you must conduct business with us entirely on an electronic basis to the extent that we are able to conduct business electronically (described in the Administrative Guide), including but not limited to determining whether your patient is currently a customer, verifying the customer's benefit, and submitting your claim. We will communicate enhancements in UnitedHealthcare Online® functionality as they become available and will make information available to you as to which products are supported by UnitedHealthcare Online.

You must submit your claims within 90 days of the date of service. After we receive your claim, if we request additional information in order to process your claim, you must submit this additional information within 90 days of our request. If your claim or the additional information is not submitted within these timeframes, you will not be reimbursed for the services, and you may not charge our customer.

You will submit claims only for services performed by you or your staff. Pass through billing is not payable under this agreement and may not be billed to our customer. For laboratory services, you will only be reimbursed for the services that you are certified through the Clinical Laboratory Improvement Amendments (CLIA) to perform, and you must not bill our customers for laboratory services for which you are not certified.

You will submit claims that supply all applicable information. These claims are complete claims. Further information about complete claims is provided in our Administrative Guide.

If you disagree with our payment determination on a claim, you may submit an appeal as described in our Administrative Guide.

You will not charge our customers anything for the services you provide, if those services are covered services under their benefit contract, but the applicable co-pay, coinsurance or deductible amount. If the services you provide are denied or otherwise not paid due to your failure to notify us, to file a timely claim, to submit a complete claim, to respond to our request for information, or based on our reimbursement policies and methodologies, you may not charge our customer. If the services you provide are denied for reason of not being medically necessary, you may not charge our customer unless our customer has, with knowledge of our determination of a lack of medical necessity, agreed in writing to be responsible for payment of those charges. If the services you provide are not covered under our customer's benefit contract, you may, of course, bill our customer directly. You will not require a customer to pay a "membership fee" or other fee in order to access you for covered services (except for co-payments, coinsurance and/or deductibles provided for under the customer's benefit contract) and will not discriminate against any customer based on the failure to pay such a fee.

You will cooperate with our reasonable requests to provide information that we need. We may need this information to perform our obligations under this agreement, under our programs and agreements with our customers, or as required by regulatory or accreditation agencies.

You will refer customers only to other network physicians and providers, except as permitted under our customer's benefit contract, or as otherwise authorized by us or the participating entity.

What we will do

We or the other applicable participating entity will promptly adjudicate and pay your complete claim for services covered by our customer's benefit contract. If you submit claims that are not complete,

- You may be asked for additional information so that your claim may be adjudicated; or
- Your claim may be denied and you will be notified of the denial and the reason for it; or
- We may in our discretion attempt to complete the claim and have it paid by us or the other applicable participating entity based on the information that you gave in addition to the information we have.

If governing law requires us to pay interest or another penalty for a failure to pay your complete claim for covered services within a certain time frame, we will follow those requirements. The interest or other penalty required by law will be the only additional obligation for not satisfying in a timely manner a payment obligation to you. In addition, if we completed a claim of yours that was not complete, there shall be no interest or other late payment obligation to you even if we subsequently adjust the payment amount based on additional information that you provide.

The applicable participating entity will reimburse you for the services you deliver that our customer's benefit contract covers. The amount you receive will be based on the lesser of your billed charges or our fee schedule, which is described at Appendix 1 and is subject to the reimbursement (coding) policies and methodologies of us and the participating entities. Our reimbursement policies and methodologies are updated periodically and will be made available to you online or upon request. To request a copy of our reimbursement policies and methodologies, write to UnitedHealthcare, Network Contract Support, 1311 W. President George Bush Highway, Suite 100, Mail Route: TX023-1000, Richardson, TX 75080-9870. Your reimbursement is also subject to our rules concerning retroactive eligibility, subrogation and coordination of benefits (as described in the Administrative Guide). We recognize CPT reporting guidelines as developed by the American Medical Association, as well as ICD diagnostic codes and hospital-based revenue codes. Following these guidelines does not imply a right to reimbursement for all services as coded or reported.

Ordinarily, fee amounts listed in the Payment Appendix(ices) are based upon primary fee sources. We reserve the right to use gap-fill fee sources where primary fee sources are not available.

We routinely update our fee schedule in response to additions, deletions and changes to CPT codes by the American Medical Association, price changes for immunizations and injectable medications, and in response to similar changes (additions and revisions) to other service coding and reporting conventions that are widely used in the health care industry, such as those maintained by the Centers for Medicare and Medicaid Services (for example HCPCS, etc.). Ordinarily, our fee schedule is updated using similar methodologies for similar services. We will not generally attempt to communicate routine maintenance of this nature and will generally implement updates within 90 days from the date of publication.

We will give you 90 days written or electronic notice of non-routine fee schedule changes which will substantially alter the overall methodology or reimbursement level of the fee schedule. In the event such changes will reduce your overall reimbursement under this Agreement, you may terminate this Agreement by giving 60 days written notice to us, provided that the notice is given by you within 30 days after the notice of the fee schedule change.

If either of us believes that a claim has not been paid correctly, either of us may seek correction of the payment within a 12-month period following the date the claim was paid, except that overpayments as a result of abusive or fraudulent billing practices may be pursued by us beyond the 12-month time frame mentioned above. In the event of an overpayment, we will correct these errors by adjusting future claim payment and/or by billing you for the amount of the overpayment.

Your professional staff and Practice Locations

You represent to us that all of the members of your professional staff, as of the date you executed this agreement, are listed in Appendix 3. All of the members of your professional staff will participate in our network through this agreement, except in cases in which one of your professional staff is not accepted for participation or is removed from participation under our credentialing program, or removed from participation by us immediately due to that professional being sanctioned by any governmental agency or authority (including Medicare or Medicaid), or having lost a license to provide all or some of the professional services under this agreement, or no longer having hospital admitting privileges in any participating hospital. Your professional staff will cooperate with our credentialing program.

If a new professional joins your professional staff, you will give us 60 days notice and provide the information included in Appendix 3. You will assure that the new professional will promptly submit a credentialing application to us (unless the new professional is already credentialed with us) and cooperate with our credentialing program.

You will assure that a member of your professional staff who has not been approved or is not in good standing under our credentialing program will not provide covered services to our customers. In the event that professional does provide covered services, you will not bill us, our customer, or anyone acting on our customer's behalf for the service, and you will assure that the professional also does not bill for the service.

If a professional leaves your professional staff, you will notify us within ten business days after you become aware that the professional will leave. The notice will include the date that the professional will depart from your professional staff. If you know the future contact information for the professional and whether the professional will continue to practice after leaving your professional staff, you will make

reasonable commercial efforts to include that information in the notice and will provide that information to us if we request it.

This agreement applies to your practice locations identified in Appendix 4. If you begin providing services at other locations (either by opening such locations yourself, or by acquiring, merging or coming under common ownership and control with an existing provider of services that was not already under contract with us or one of our affiliates to participate in a network of health care providers), those additional locations will become subject to this agreement 30 days after we receive notice from you.

If you acquire or are acquired by, merged with, or otherwise become affiliated with another provider of health care services that is already under contract with us or one of our affiliates to participate in a network of health care providers, this agreement and the other agreement will each remain in effect and will continue to apply as they did prior to the acquisition, merger or affiliation, unless otherwise agreed to in writing by all parties to those agreements.

If you decide to transfer some or all of your assets to another entity, and the result of the transfer would be that all or some of the services subject to this agreement would be rendered by the other entity rather than by you, you must first request that we approve an assignment of this agreement as it relates to those services and the other entity must agree to assume this agreement.

How long our agreement lasts; how it gets amended; and how it can end

Assuming you are credentialed by us, and we execute this agreement, you will receive a copy from us with the effective date noted below the signature block. It continues until one of us terminates it.

We can amend this agreement or any of the appendices on 90 days written or electronic notice by sending you a copy of the amendment. Your signature is not required to make the amendment effective. However, if you do not wish to continue your participation with our network as changed by an amendment that is not required by law or regulation but that includes a material adverse change to this agreement, then you may terminate this agreement on 60 days written notice to us so long as you send this termination notice within 30 days of your receipt of the amendment.

In addition, this agreement has an initial term of three years, and it will automatically renew after the initial term, for renewal terms of one year each. Either you or we can terminate this agreement, effective at the end of the initial term or effective at the end of any renewal term, by providing at least 90 days prior written notice. Either you or we can terminate this agreement at any time if the other party has materially breached this agreement, by providing 60 days written notice, except that if the breach is cured before our agreement ends, the agreement will continue.

Either of us can immediately terminate this agreement if the other becomes insolvent or has bankruptcy proceedings initiated.

Finally, we can immediately terminate this agreement if any governmental agency or authority (including Medicare or Medicaid) sanctions you.

We both agree that termination notices under this agreement must be sent by certified mail, return receipt requested, to UnitedHealthcare, Network Contract Support, 1311 W. President George Bush Highway, Suite 100, Mail Route: TX023-1000, Richardson, TX 75080-9870, or to the post office address you provided us. We both will treat termination notices as “received” on the third business day after they are sent.

About data and confidentiality

We agree that your medical records do not belong to us. You agree the information contained in the claims you submit is ours. We both will protect the confidentiality of our customers' information in accordance with applicable state and federal laws, rules, and regulations.

We are both prohibited from disclosing to third parties any fee schedule or rate information. There are three exceptions:

- You can disclose to our customer information relating to our payment methodology for a service the customer is considering (e.g., global fee, fee for service), but not specific rates (unless for purposes of benefit administration).

- We and the participating entities may use this information to administer our customers' benefit contracts and to pay your claims. We also may permit access to information by auditors and other consultants who need the information to perform their duties, subject to a confidentiality agreement.

- We both may produce this information in response to a court order, subpoena or regulatory requirement to do so, provided that we use reasonable efforts to seek to maintain confidential treatment for the information, or to a third party for an appropriate business purpose, provided that the disclosure is pursuant to a confidentiality agreement and the recipient of the disclosure is not a competitor of either of us.

What if we do not agree

We will resolve all disputes between us by following the dispute procedures set out in our Administrative Guide. If either of us wishes to pursue the dispute beyond those procedures, they will submit the dispute to binding arbitration in accordance with the Commercial Dispute Procedures of the American Arbitration Association (see http://www.adr.org) within one year.

We both expressly intend that any dispute between us be resolved on an individual basis so that no other dispute with any third party(ies) may be consolidated or joined with our dispute. We both agree that any arbitration ruling by an arbitrator allowing class action arbitration or requiring consolidated arbitration involving any third party(ies) would be contrary to our intent and would require immediate judicial review of such ruling. The arbitrator will not vary the terms of this agreement and will be bound by governing law. We both acknowledge that this agreement involves interstate commerce, and is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. The arbitrator will not have the authority to award punitive or exemplary damages against either of us, except in connection with a statutory claim that explicitly provides for such relief. Arbitration will be conducted in Webb County, TX.

If a court allows any litigation of a dispute to go forward, we both waive rights to a trial by jury with respect to that litigation, and the judge will be the finder of fact. Any provision of this agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions of this agreement or the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. This section of the agreement shall survive and govern any termination of this agreement.

What is our relationship to one another

You are an independent contractor. This means we do not have an employer-employee, principal-agent, partnership, joint venture, or similar arrangement. It also means that you make independent health care treatment decisions. We do not. We do not reserve any right to control those treatment decisions. It further means that each of us is responsible for the costs, damages, claims, and liabilities that result from our own acts.

You will look to the applicable participating entity for reimbursement for the products and services under our agreement. This means that we are not financially responsible for claims payment for groups that are self-funded or that are not affiliated with us.

We may assign this agreement to any entity that is an affiliate of UnitedHealthcare Insurance Company at the time of the assignment.

This is it

This contract, the appendices and the items referenced in the attached Appendix 1, constitute our entire understanding. It replaces any other agreements or understandings with regard to the same subject matter - - oral or written - - that you have with us or any of our affiliates.

Federal law and the applicable law of the jurisdiction where you provide health care services govern our agreement. Such laws and the rules and regulations promulgated under them, when they are applicable, control and supersede our agreement. The Regulatory Appendix referenced in Appendix 1, and any attachment to it, is expressly incorporated to govern our agreement and is binding on both of us. In the event of any inconsistent or contrary language between the Regulatory Appendix (when it applies) and any other part of our agreement, including but not limited to appendices, amendments and exhibits, the Regulatory Appendix will control.

Conclusion

If you agree with these terms, please execute both copies of the agreement below and return them to us. With your signature, you confirm you understand the contract, including the dispute resolution procedures described in the section of this agreement entitled "What if we do not agree", the appendices and the items referenced in the attached Appendix 1.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

AGREED BY:

Medical Group :HIDALGO CTY HEALTH & HUMAN SVCS DEPT	Address to be used for giving notice under the agreement:
DBA (if applicable):	Street: 1304 S 25TH AVE
Signature:	City: EDINBURG
Print Name: **Ramon Garcia**	State: TX
Title: **Hidalgo County Judge**	Zip Code: 78539-7205
Date:	TIN: 746000717
E-Mail: **ramon.garcia@co.hidalgo.tx.us**	NPI: **1932146636**

UnitedHealthcare Insurance Company, on behalf of itself, UnitedHealthcare of Texas, Inc., UnitedHealthcare Benefits of Texas, Inc., Evercare of Texas, L.L.C.
and its other affiliates, as signed by its authorized representative:

Signature
Print Name:
Date:
For office use only: 726548
Month, day and year in which agreement is first effective:

Appendix 1

We include as part of our agreement the following additional materials that bind you and us:

Appendix 2	Definitions, Products and Services **This appendix sets forth definitions for our "customer" and "participating entities" as well as lists the type of benefit contracts offered to our customers.**
Payment Appendix(ices)	Fee Information Documents Include: **Fee Specifications Document, Fee Schedule Sample, and Additional Information About Your Fee Schedule. Further information about the fee schedule (such as additional fee samples) can be requested by writing to UnitedHealthcare,** Network Contract Support, 1311 W. President George Bush Highway, Suite 100, Mail Route: TX023-1000, Richardson, TX 75080-9870 **or through our website at www.unitedhealthcareonline.com.**
Appendix 3	**This document provides information about the members of your professional staff.**
Appendix 4	**This document provides information about your practice locations.**
State Regulatory Requirements Appendix	**In some instances, states add requirements to our agreement that are set forth in this appendix.**
Medicare Regulatory Requirements Appendix	**(This appendix applies only if you are in our Medicare network)** **Your participation in our network for customers with Medicare benefit contracts is subject to additional Medicare requirements set forth in this appendix**
Medicaid and/or CHIP Regulatory Requirements Appendix(ices)	**(The Medicaid and/or CHIP appendix(ices) apply only if you are in our Medicaid or CHIP network)** **Your participation in our network for customers with Medicaid or CHIP benefit contracts is subject to additional Medicaid or CHIP requirements set forth in the Medicaid and/or CHIP appendix(ices).**
Administrative Guide	**We have enclosed a copy of our Administrative Guide. This guide governs the mechanics of our relationship. Our Administrative Guide may be viewed by going to www.unitedhealthcareonline.com. We may make changes to the Guide upon 30 days' electronic or written notice to you.** **For services rendered to customers enrolled in certain benefit contracts that may be included under this agreement, you will be subject to additional requirements described in or made available to you through one or more additional provider manuals ("Additional Manuals"). When this agreement refers to protocols or reimbursement policies, it is also referring to the Additional Manuals. The Additional Manuals will be made available to you on a designated website or upon request. In the event of any conflict**

	between the agreement or the "UnitedHealthcare Physician, Health Care Professional, Facility and Ancillary Provider Administrative Guide" or other UnitedHealthcare protocols and reimbursement policies, and any Additional Manual, in connection with any matter pertaining to customers enrolled in the benefit contracts to which the Additional Manual applies, that Additional Manual will govern, unless statutes and regulations dictate otherwise. We may make changes to the protocols and reimbursement policies subject to this Appendix in accordance with the provisions of the agreement relating to protocols and reimbursement policy changes. **The benefit contracts, names of the Additional Manuals, and name of the website to view and download the manuals, when applicable, are set forth in the table below. We will notify you of any changes in the location of the Additional Manuals. You may request a copy of the Additional Manual.**

Type of Benefit Contract	Description of Applicable Manual	Website
Benefit contracts issued or administered by a subsidiary of either PacifiCare Health Plan Administrators, Inc. or PacifiCare Health Systems, LLC ("PacifiCare Customers")	PacifiCare Provider Policy and Procedure Manual	www.uhcwest.com
STAR+PLUS Medicaid Benefit Contracts	STAR+PLUS Manual	www.evercarehealthplans.com
STAR Medicaid Benefit Contracts	UnitedHealthcare-Texas STAR Manual	www.unitedhealthcare-texas.com
CHIP Benefit Contracts	UnitedHealthcare-Texas Physician and Healthcare Professional Provider and Administrative Manual	www.unitedhealthcare-texas.com
Credentialing Plan	**To review our credentialing plan, visit www.UnitedHealthcareOnline.com. This plan requires your professional staff to be covered by malpractice insurance in amounts with carriers and on terms and conditions that are customary for professionals like them in your community. To request access to, or a copy of, our credentialing plan, write to UnitedHealthcare,** Network Contract Support, 1311 W. President George Bush Highway, Suite 100, Mail Route: TX023-1000, Richardson, TX 75080-98**70**.	

Appendix 2
Definitions, Products and Services

1. Customer. Individuals who are enrolled in benefit contracts insured or administered by us or any participating entity are included in our use of the phrase "customer" in this agreement.

2. Participating entities. The following entities have access to our agreement:

- UnitedHealthcare Insurance Company and its affiliates;

- Groups receiving administrative services from UnitedHealthcare Insurance Company or its affiliates or that have arranged for network access through an entity that has contracted with UnitedHealthcare Insurance Company or one of its affiliates.

3. Products and services.

a. We may include you in networks where your patients are enrolled in benefit contracts of the types generally described in each line item below, unless otherwise specified in section 3b of this Appendix 2:

- Benefit contracts where individuals are offered a network of participating physicians and other health care professionals and must select a primary care physician, who in some cases must approve any care provided by other health care providers. An option for this benefit contract allows individuals to receive health services from non-participating physicians.

- Benefit contracts where individuals are offered a network of participating physicians and other health care providers but are not required to select a primary care physician. An option for this benefit contract allows individuals to receive health services from non-participating physicians.

- Benefit contracts where individuals are not offered a network of participating physicians and other health care providers.

- Medicare Advantage Benefit Contracts.

- STAR+PLUS Medicaid Benefit Contracts.

- STAR Medicaid Benefit Contracts.

- Texas CHIP Benefit Contracts.

b. Notwithstanding the above section 3a, this agreement does not apply to the following line items:

- Workers' compensation benefit contracts.

- Texas Other Governmental Benefit Contracts.

- Medicare Advantage Private Fee-For-Service benefit contracts and Medicare Advantage Medical Savings Account benefit contracts.

- Any of the following benefit contracts of states other than Texas: Medicaid, CHIP or Other Governmental Benefit Contracts.

- Benefit contracts for Medicare Select.

- Capitation Arrangements for Medicare Advantage Benefit Contracts.

- Capitation Arrangements other than for Medicare Advantage Benefit Contracts.

This agreement does not supersede any existing agreements between the parties or their affiliates with regard to benefit contracts other than those described in section 3a of this appendix, or prevent the parties or their affiliates from entering into such agreements in the future.

4. Definitions:

Note: Certain benefit contracts defined below are defined with reference to specific identifiers on the customer identification card. Those benefit contracts may adopt a different identification card identifier in the future, and this appendix will continue to apply to those benefit contracts; if that happens, we will provide you with information regarding the new customer identification cards.

MEDICARE:

A. Medicare Advantage Benefit Contracts means benefit contracts sponsored, issued or administered by a Medicare Advantage organization as part of the Medicare Advantage program or as part of the Medicare Advantage program together with the Prescription Drug program under Title XVIII, Part C and Part D, respectively of the Social Security Act (as that program name may change from time to time).

MEDICAID AND OTHER STATE PROGRAMS:

B. Medicaid Benefit Contracts means benefit contracts that offer coverage to beneficiaries of a program authorized by Title XIX of the federal Social Security Act, and jointly financed by the federal state governments and administered by the state.

C. Other Governmental Benefit Contracts are benefit contracts that are funded wholly or substantially by a state or district government or a subdivision of a state (such as a city or county), but excluding benefit contracts for (1) employees of a state government or a subdivision of a state and their dependents; and (2) students at a public university, college or school. However, Medicaid and CHIP Benefit Contracts are not "Other Governmental Benefit Contracts."

D. STAR Medicaid Benefit Contracts means Texas Medicaid Benefit Contracts issued or administered by United through its business unit AmeriChoice, as indicated by a reference to UnitedHealthcare –Texas STAR on the face of the valid identification card of any Customer eligible and enrolled in such a benefit contract.

E. STAR+PLUS Medicaid Benefit Contracts means Texas Medicaid Benefit Contracts issued or administered by United through its business unit Evercare, as indicated by a reference to "Evercare STAR+PLUS" on the face of the valid identification card of any Customer eligible for and enrolled in such benefit contract.

F. Children's Health Insurance Program ('CHIP') Benefit Contracts are benefit contracts under the program authorized by Title XXI of the federal Social Security Act that are jointly financed by the federal and state governments and administered by the state.

Payment Appendix Type	Fee Information ID	Specialty/Mid-Level Designation (If applicable)
All Payer	**REGN 72008/ REGN 72009**	
Options PPO	**REGN 72014/ REGN 72015**	
Medicare Advantage	**HOU 7571/ HOU 7572**	
Medicaid and CHIP	**As described in Payment Appendix**	**MDs AND DOs**
All Payer	**REGN 73274/ REGN 73275**	**NON-PROFESSIONALS AND DEFAULT**
Options PPO	**REGN 72004/ REGN 72005**	**NON-PROFESSIONALS AND DEFAULT**

Payment Appendix - Texas State Children's Health Insurance Program ("CHIP")

This appendix applies to covered services rendered by you to customers covered under the following type(s) of benefit contracts as described in Appendix 2:

- CHIP Benefit Contracts

Contract rates are 100 % of the Medicaid fee schedule as published by Texas Medicaid & Healthcare Partnership (TMHP) as designated by Texas Health and Human Service Commission (collectively, the "Medicaid Agency"), except as may otherwise be described in this appendix. The Medicaid Agency is the "primary fee source" for contract rates.

In the event that a fee is not sourced by the Medicaid Agency, the contract rates are 35 % of eligible charges. Eligible charges are billed charges for covered services. In the event that an applicable state or federal program is available to provide items or payment for covered services that would otherwise be payable under this appendix, the applicable program will apply and not this appendix. (For example, the Vaccines for Children's program will provide vaccines and no amount will be payable under this appendix for such vaccines.)

We routinely update this fee schedule in response to additions, deletions, and changes to CPT codes by the American Medical Association, and to HCPCS codes by CMS and in response to similar changes (additions and revisions) to other service coding and reporting conventions that are widely used in the health care industry. Ordinarily, this fee schedule is updated using the percentage set forth above along with the then-current value of the published code. We will implement such changes on a quarterly basis.

We also routinely update this fee schedule in response to published fee source changes. These contract rate changes will be effective on the effective date as published by the primary fee source; however, claims already processed prior to the change being implemented by us will not be reprocessed unless otherwise required by law. We will generally implement the fee schedule changes in its systems within 90 days after final publication by the primary fee source. We will not generally attempt to communicate the routine maintenance described above.

Unless specifically indicated otherwise, amounts listed in this fee schedule represent global fees and may be subject to reductions based on appropriate modifiers (for example, professional and technical modifiers). Any co-payment, deductible or coinsurance that the customer is responsible to pay under the customer's benefit contract will be subtracted from the listed amount in determining the amount to be paid by us or a participating entity. The actual payment amount is also subject to matters described in the agreement, such as the reimbursement policies. Please remember that this information is subject to the confidentiality provisions of the agreement.

Payment Appendix – Texas Medicaid

This appendix applies to covered services rendered by you to customers covered under the following type(s) of benefit contracts as described in Appendix 2:

- STAR Medicaid Benefit Contracts.

- STAR+PLUS Medicaid Benefit Contracts.

Contract rates are 100 % of the Medicaid fee schedule as published by Texas Medicaid & Healthcare Partnership (TMHP) as designated by Texas Health and Human Service Commission (collectively, the "Medicaid Agency"), except as may otherwise be described in this appendix. The Medicaid Agency is the "primary fee source" for contract rates.

In the event that a fee is not sourced by the Medicaid Agency, the contract rates are 35 % of eligible charges. Eligible charges are billed charges for covered services. In the event that an applicable state or federal program is available to provide items or payment for covered services that would otherwise be payable under this appendix, the applicable program will apply and not this appendix. (For example, the Vaccines for Children's program will provide vaccines and no amount will be payable under this appendix for such vaccines.)

We routinely update this fee schedule in response to additions, deletions, and changes to CPT codes by the American Medical Association, and to HCPCS codes by CMS and in response to similar changes (additions and revisions) to other service coding and reporting conventions that are widely used in the health care industry. Ordinarily, this fee schedule is updated using the percentage set forth above along with the then-current value of the published code. We will implement such changes on a quarterly basis.

We also routinely update this fee schedule in response to published fee source changes. These contract rate changes will be effective on the effective date as published by the primary fee source; however, claims already processed prior to the change being implemented by us will not be reprocessed unless otherwise required by law. We will generally implement the fee schedule changes in its systems within 90 days after final publication by the primary fee source.

We will not generally attempt to communicate the routine maintenance described above.

Unless specifically indicated otherwise, amounts listed in this fee schedule represent global fees and may be subject to reductions based on appropriate modifiers (for example, professional and technical modifiers). Any co-payment, deductible or coinsurance that the customer is responsible to pay under the customer's benefit contract will be subtracted from the listed amount in determining the amount to be paid by us or a participating entity. The actual payment amount is also subject to matters described in the agreement, such as the reimbursement policies. Please remember that this information is subject to the confidentiality provisions of the agreement.

Payment Appendix - All Payer for Physicians

All Payer Fee Information Document for Physicians: REGN 72008/ REGN 72009

Unless another Payment Appendix to this agreement applies specifically to a particular benefit contract as it covers a particular customer, the provisions of this Payment Appendix apply to covered services rendered by you to customers covered by benefit contracts sponsored, issued or administered by all participating entities.

Payment Appendix - All Payer for Non-Physician Professionals

All Payer Fee Information Document for Non-Physician Professionals: REGN 73274/ REGN 73275

Unless another Payment Appendix to this agreement applies specifically to a particular benefit contract as it covers a particular customer, the provisions of this Payment Appendix apply to covered services rendered by you to customers covered by benefit contracts sponsored, issued or administered by all participating entities.

Payment Appendix – Options PPO for Physicians

Options PPO Fee Information Document for Physicians: REGN 72014/ REGN 72015

The provisions of this Payment Appendix apply to covered services rendered by you to customers covered by benefit contracts marketed under the name “Options PPO." This Payment Appendix does not apply to covered services rendered by you to customers covered by benefit contracts sponsored, issued or administered by a subsidiary of either PacifiCare Health Plan Administrators, Inc. or PacifiCare Health Systems, LLC.

Payment Appendix – Options PPO for Non-Physician Professionals

Options PPO Fee Information Document for Non-Physician Professionals: REGN 72004/ REGN 72005

The provisions of this Payment Appendix apply to covered services rendered by you to customers covered by benefit contracts marketed under the name “Options PPO." This Payment Appendix does not apply to covered services rendered by you to customers covered by benefit contracts sponsored, issued or administered by a subsidiary of either PacifiCare Health Plan Administrators, Inc. or PacifiCare Health Systems, LLC.

Payment Appendix - Medicare Advantage for Non-Physician Professionals

Medicare Advantage Fee Information Document for Non-Physician Professionals: HOU 5587/HOU 5588

The provisions of this Payment Appendix apply to services rendered by you to customers covered by Medicare Advantage Benefit Contracts, as described in this agreement.

Payment Appendix - Medicare Advantage for Physicians

Medicare Advantage Fee Information Document for Physicians: HOU 7571/HOU 7572

The provisions of this Payment Appendix apply to services rendered by you to customers covered by Medicare Advantage Benefit Contracts, as described in this agreement.

Appendix 3
Your Professional Roster

NOTE: Please attach additional copies of this page if you need to list additional professionals.

Name of Provider Representative Professional(s) (First Name, MI, Last Name)	Degree (MD, DO, NP, PA, other etc.)	Male or Female (M/F)	Provider Specialty(ies) 1) Primary 2) Secondary	State License #	Medicaid ID #	UPINNPI #	Foreign Language(s) Spoken	Admitting Hospital(s)
Ivan G Melendez	**MD**	**M**	1) 2) Family Practice	**TX**		**1568447233**	**Spanish**	1) MRMC 2) DHR
Leticia Escobedo	**WHCNP RNC**	**F**	1) 2) WHCNP	T X		**1629292966**	**Spanish**	1) None 2)
Shelia Pruitt-Orr	**WHCNP ANPRNC**	**F**	1) ANP 2) WHCNP	T X		**1386974426**	**Spanish**	1) None 2)
			1) 2)					1) 2)
			1) 2)					1) 2)
			1) 2)					1) 2)
			1) 2)					1) 2)
			1) 2)					1) 2)

Appendix 4
Your Practice Locations

Medical Group attests that this Appendix identifies all services and locations covered under this agreement.

BILLING ADDRESS

Practice Name HIDALGO CTY HEALTH & HUMAN SVCS DEPT
Street Address 1304 S 25TH AVE
City EDINBURG State TX Zip 78539-7205
Tax ID Number (TIN) 746000717
National Provider ID

PRACTICE LOCATIONS (complete one for each service location)		
Clinic Name	**Clinic Name**	**Clinic Name**
Street Address	**Street Address**	**Street Address**
City	**City**	**City**
State and Zip Code	**State and Zip Code**	**State and Zip Code**
Phone Number	**Phone Number**	**Phone Number**
TIN (*If different from above*)	**TIN (*If different from above*)**	**TIN (*If different from above*)**
National Provider ID (NPI)	**National Provider ID (NPI)**	**National Provider ID (NPI)**

PRACTICE LOCATIONS (complete one for each service location)		
Clinic Name	**Clinic Name**	**Clinic Name**
Street Address	**Street Address**	**Street Address**
City	**City**	**City**
State and Zip Code	**State and Zip Code**	**State and Zip Code**
Phone Number	**Phone Number**	**Phone Number**
TIN (*If different from above*)	**TIN (*If different from above*)**	**TIN (*If different from above*)**
National Provider ID (NPI)	**National Provider ID (NPI)**	**National Provider ID (NPI)**

Mike Escaname

From: Josephine L. Ramirez [josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Wednesday, December 21, 2011 10:16 AM
To: 'Mike Escaname'
Cc: eddie.olivarez@hchd.org
Subject: RE: Request for Review - HCHHS & United HealthCare Provider Services Agreement

Mike,

I have reviewed and approved as to the form of the agreement.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

Rated by Super Lawyers

****
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
****

From: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Wednesday, December 21, 2011 9:44 AM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: eddie.olivarez@hchd.org
Subject: Request for Review - HCHHS & United HealthCare Provider Services Agreement

Good morning Josephine,

Attached, please find a Provider Service Agreement that we will be presenting to Commissioner's Court on Tuesday**, January 3, 2012**.

I am forwarding it to you for review and approval as the Auditor's Office is requesting legal documents be reviewed.

There is no cost to the County as United Healthcare is part of an HMO under Medicaid and we have to be enrolled with them to be able to bill United Healthcare for the health services provided by our County Clinics and that are billable to Medicaid.

We'd appreciate if you can review and provide an "approval" if you conclude the document is in order.

Let Mr. Olivarez or me know if you have any questions.

Have a great and safe holiday!

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St
Edinburg, TX
956-383-6221

AI-30307 **9. C.**

CC REGULAR

Meeting Date: 01/10/2012

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting authorization to apply for the Strategic Champions Project grant offered by the Altarum Institute. The purpose of this grant is to decrease health disparities in heart diseases among minority and underserved populations.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-441-00-340-003-0-113

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

BUDGETARY IMPACT:

The grant award will be up to $100,000.00 and requires a match (cash or in-kind) of 10%. Hidalgo County Health & Human Services Dept. intends to use Health Dept. staff to contribute work time to the project; thus, converting the time spent by staff into cash match.

Attachments

RFP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/21/2011 03:11 PM
Manuel Chapa	Manuel Chapa	12/21/2011 03:48 PM
Purchasing Department	Angela Garcia	12/29/2011 04:59 PM

Form Started By: Mike Escaname Started On: 12/21/2011 02:56 PM

Final Approval Date: 12/29/2011

CHW
COMMUNITY HEALTH WORKER
HEALTH DISPARITIES INITIATIVE

Request for Proposals: Strategic Champions Project

The National Heart, Lung, and Blood Institute's Community Health Worker Health Disparities Initiative

Altarum Institute
1200 18th Street, NW, Suite 700
Washington, DC 20036

Issue Date: November 28, 2011

ALTARUM INSTITUTE
SYSTEMS RESEARCH FOR BETTER HEALTH

Request for Proposal (RFP): Strategic Champions Project of the NHLBI Community Health Worker Health Disparities Initiative

Letter of Intent (suggested, but not required): Letters of intent are due to CHW.Champions@altarum.org by 5:00 p.m. Eastern Standard Time, Friday, December 16, 2011.

Due Date/Submittal: Proposals are due by 5:00 p.m. Eastern Standard Time, January 13, 2012 and must be submitted by email to CHW.Champions@altarum.org. Proposals may not be faxed. *Any proposals received after the stated time and date will not be considered.*

Questions: Questions about this RFP are due Friday, December 9, 2011 and should be directed to CHW.Champions@altarum.org. Responses to questions will be provided by Thursday, December 15, 2011.

Contract Type: Firm-fixed price. Payment schedule will be based on submission of quarterly reports.

Anticipated Date of Award: April 1, 2012

Number and Size of Awards: Altarum Institute anticipates funding up to eight Strategic Champion projects (subcontract projects) up to $100,000 for a period of 16 months. The amount of funding will depend on a project's level of engagement; therefore, Altarum Institute reserves the right to negotiate budgets with respective applicants based on availability of funds and strength and quality of the proposal.

Period of Performance: April 1, 2012 – July 31, 2013

This RFP in no way obligates Altarum Institute to award any subcontract projects, nor does it commit Altarum Institute to pay any costs incurred in the preparation and submission of a proposal. Altarum Institute reserves the right to hold discussions or negotiations with one, several, or all applicants, and to accept or reject any proposal based on its evaluation of which applicants provide the best overall value to the program.

I. Purpose of the RFP

The ultimate goal of the Community Health Worker Health Disparities Initiative led by the National Heart, Lung, and Blood Institute (NHLBI) is to decrease health disparities in heart diseases among minority and underserved populations.

The purpose of this RFP is to fund Strategic Champions who will play a leadership role in the initiative by developing, implementing, and assessing one of the following activities:

1. Train Community Health Workers (CHW) and build their capacity to utilize NHLBI curricula and address heart health through partnership building and innovative delivery strategies.
2. Expand and enhance the implementation of successful CHW heart health programs to broaden the use of NHLBI training, curricula, and materials in the community through partnership building and innovative strategies.

Applicants are encouraged to think creatively about their intended audience (e.g., male, family, rural), methods (e.g., social media, mobile technology, training and delivery models), and partnerships (e.g., community colleges, private organizations) and to implement their activities in various settings (e.g., clinics, community based organizations, places of worship).

II. Project Background

Racial and ethnic disparities exist in nearly all aspects of health and health care and can be decreased by a health care workforce that reflects patient diversity and provides culturally competent care.[i,ii,iii] The determinants of these disparities are multifaceted and complex. Many are associated with socioeconomic and sociocultural issues, including poverty, unemployment, language barriers, and low literacy skills. CHWs[1] play a unique role as cultural brokers in communities that often experience the greatest disparities in health outcomes and access to care.

Research continues to show the value of CHWs in conducting outreach and educational activities. Involving CHWs in these activities has demonstrated success in improving and promoting health and reducing adverse health outcomes in underserved communities,[iv] notably for conditions such as hypertension[v,vi] and diabetes.[vii,viii]

[1] A CHW program can mean different things to different organizations. For the purposes of this initiative, a CHW program serves as a vital link between communities and the health organizations that serve them. A CHW program can provide: culturally responsive outreach, facilitating access to needed services; promotion and prevention through educational and screening efforts; intervention and treatment through counseling and doula services; and recovery or reclaiming services through peer support, home visits, and case management services. Additionally, CHW programs provide cultural navigation for service providers and health navigation to community members. They also support community empowerment through leadership and advocacy efforts.

The National Heart, Lung, and Blood Institute has developed a comprehensive series of culturally appropriate, CHW-driven health education curricula that are based on NHLBI's science-based clinical practice guidelines for preventing and managing risk factors for heart disease. Tailored to specific racial and ethnic populations, the curricula provide strategies for making heart healthy decisions and for promoting healthy lifestyle behaviors. To date, the following curricula have been developed (more information in Appendix A):

- *With Every Heartbeat Is Life: A Community Health Worker's Manual for African Americans*
- *Your Heart, Your Life: A Community Health Educator's Manual for the Hispanic Community*
- *Honoring the Gift of Heart Health: A Heart Health Educator's Manual for American Indians and Alaska Natives*
- *Healthy Heart, Healthy Family: A Community Health Worker's Manual for the Filipino Community*

These curricula are only valuable if they reach stakeholders who can maximize their use. Making this connection requires establishing strong strategic partnerships with community-based organizations, national organizations, nonprofit organizations, coalitions, and professional associations. Through such connections, it is hoped that organizations will take action to enhance their understanding of the importance of CHWs; promote their role in addressing heart health; equip CHWs with information, skills, and support; and implement the curricula in communities across the nation.

Pilot programs using the NHLBI CHW-driven curricula have been conducted among the four racial-ethnic populations within a broad sector of underserved communities across the United States and in four low-resource Latin American countries. The programs have been well-received and shown to be effective in increasing awareness of heart health risk factors and healthy behaviors and in helping patients with certain chronic conditions keep their clinical measures under control.

After several years in the field, NHLBI is poised to extend its efforts. NHLBI has developed goals to help share the value of the work and contributions of CHWs, to build new opportunities and partnerships to enhance the work of CHWs, and to promote further implementation, evaluation, and sustainability of the work of CHWs in the future. This enhanced strategic direction, launched as the *CHW Health Disparities Initiative*, has the following four goals:

Goal 1: Showcase the role that CHWs can have to promote heart health and asthma control to health care administrators, health professionals, public health officials, researchers, and CHW trainers and educators.

Goal 2: Develop new partnerships and networks and expand existing ones to implement, evaluate, and sustain NHLBI's CHW programs.

Goal 3: Implement, evaluate, and sustain effective NHLBI CHW programs.

Goal 4: Build the capacity of CHWs to implement NHLBI CHW programs.

NHLBI has implemented a multipronged approach to develop and strengthen partnerships in order to implement CHW training and community education and outreach. This approach is supported by a comprehensive communication strategy, trainings, communities of practice, and webinar series.

III. Strategic Champion Categories and Strategies

This RFP represents one of the key elements of the NHLBI's CHW Health Disparities Initiative to develop and enhance partnerships. The **Strategic Champions** will work in partnership with Altarum Institute and NHLBI to embrace the four goals of the CHW initiative. Important to these categories is the assurance that CHWs are trained in the NHLBI curricula and have the fundamental skills to utilize the curricula in the community. Applicants are encouraged to think creatively about their intended audience (e.g., male, family, rural), methods (e.g., social media, mobile technology, training and delivery models), and partnerships (e.g., community colleges, private organizations) and to implement their activities in various settings (e.g., clinics, community based organizations, places of worship). It is expected that funding will be awarded for each Strategic Champion category. Funding levels will be commensurate with proposed strategies and activities. Figure 1 below outlines the two categories of Strategic Champions and the corresponding strategies.

Figure 1. Strategic Champion Categories and Strategies

Strategic Champion Category	Strategies
Category 1 Train CHWs and build their capacity to utilize NHLBI curricula and address heart health through partnership building and innovative delivery strategies.	▪ Train CHWs on NHLBI's curricula, and ensure CHWs have the fundamental skills to utilize the curricula in the community ▪ Develop, implement, and sustain strategies for post-training monitoring and mentoring of trained CHWs ▪ Assess effectiveness of strategies in identifying, recruiting, retaining, and training CHWs ▪ Identify and recommend adaptations to training strategies and methods to deliver NHLBI curricula ▪ Increase access to and utilization of NHLBI health education materials and online resources ▪ Share lessons learned about the role CHWs can play in promoting heart health
Category 2 Expand and enhance the implementation of successful CHW heart health programs to broaden the use of NHLBI training, curricula, and materials in the community through	▪ Establish partnerships to expand or create community education and outreach programs engaging CHWs trained on NHLBI curricula, and build strategies to sustain these programs ▪ Train CHWs on NHLBI's curricula, and ensure CHWs have the fundamental skills to implement the curricula in the community ▪ Increase access to and utilization of NHLBI health education materials and online resources ▪ Improve outreach to connect to a larger audience of underserved and minority populations

partnership building and innovative strategies.	▪ Provide peer-to-peer mentorship, sharing, and problem-solving opportunities for trained CHWs ▪ Assess the effectiveness of strategies in implementing CHW programs in the community ▪ Identify and recommend adaptations in implementing CHW programs in the community ▪ Share lessons learned about the role CHWs can play in promoting heart health

IV. Eligibility and Award Information

The funding opportunity is open to established public, nonprofit, and private organizations in the U.S. states and territories that can achieve the initiative's goals through an established state, regional, or national network. Both prior NHLBI partners as well as organizations that have not previously partnered with NHLBI are eligible. Networks, consortiums, and collaborative organizations working in underserved communities or with such communities are encouraged to apply. Eligible organizations can include but are not limited to the following:

- Area health education centers
- CHW and promotores networks
- National associations (e.g., regional or local affiliates, national minority associations or councils, health and medical professional societies and associations)
- National nonprofits providing training or technical assistance to CHW programs
- Hospitals, federally qualified health centers, community health centers, clinics, networks of clinics, or associations overseeing a network of clinics
- Public housing authorities
- State CHW training or credentialing programs
- State cooperative extension services
- State housing councils
- Tribal health organizations, Indian health boards, and intertribal councils

V. Key Dates

- RFP Release Date: November 28, 2011
- Questions Due Date: December 9, 2011
- Responses to Questions: December 15, 2011
- Letter of Intent Due Date (not required): December 16, 2011
- Application Deadline: January 13, 2012
- Anticipated Notification Date: March 1, 2012
- Anticipated Award Date: April 1, 2012

VI. Required Activities and Deliverables

Altarum Institute will provide technical assistance to awardees to help with implementation through conference calls, webinars, and arranging training(s) on the NHLBI curricula and other resources. Organizations funded under this announcement will be required to undertake the following activities and provide the following deliverables:

A. Attend the 1.5 day required program kick-off meeting to be held in Washington, DC, within 1 month of award. This kick-off meeting also includes a 2-day optional training on the NHLBI curricula for sites that need it.
B. During the first 2 months, develop an approved final workplan.
C. Develop and implement an appropriate evaluation plan with measures and data collection strategies in collaboration with Altarum Institute.
D. Participate in activities to promote information sharing via a listserv with Altarum and other Strategic Champion projects.
E. Participate in monthly conference calls, periodic webinars, trainings, and site visit(s) if deemed necessary.
F. Collaborate with Altarum Institute to provide descriptions of progress or case studies detailing work accomplished, for purposes of sharing with others and with visitors to the NHLBI CHW Health Disparities Initiative website.
G. Provide quarterly project reports that include a summary of accomplishments to data in narrative form as well as any preliminary evaluation results based on a report template provided by Altarum Institute.
H. Submit a final report, including any final adaptations, models, and strategies developed under the RFP.
I. Attend a stakeholder symposium, tentatively scheduled for July 2013, to provide preliminary results of project findings.

NHLBI reserves the right to publish findings from the program activities. Awardees should communicate with Altarum and NHLBI prior to presenting or publishing program findings at any meeting or conference. All materials and resources developed for the project become the property of NHLBI, but groups may continue to use them after the performance period ends.

VII. Proposal Submission Instructions

Proposals must be limited to **no more than 15 pages** (not including the cover page, table of contents, required documentation, and staff resumes), single-spaced, using Arial 12-point font and 1-inch margins.

Proposals will include the following sections and are described in more detail below:

A. Cover page (not part of page limit)
B. Table of contents (not part of page limit)
C. Main section of the proposal (not to exceed 15 pages)
   1. Technical approach
   2. Leadership and organizational capability
   3. Staff capacity
   4. Evaluation
D. Required documentation (not part of page limit)
E. Staff resumes (not part of page limit)

A. Cover Page

The cover page of the proposal must include the title of the RFP, organization name, address, and tax identification or federal identification number, and the name, telephone, fax, number, email, and address of the primary contact person. Please use the format provided in Appendix B**.** The cover page will not be counted toward the page limit.

B. Table of Contents

The table of contents should indicate the sections of the proposal and the corresponding page numbers. The table of contents will not be counted toward the page limit.

C. Main Section of Proposal

The following elements 1–4 must be included and make up the main section of the proposal.

1. Technical Approach

The technical approach should describe the following:

a) An overview of your proposed project and a description of how the proposal meets the requirements of the RFP
b) The category of Strategic Champion for which you are applying
c) The strategies within the category you will implement
d) The specific approach and activities your organization will undertake to implement the described set of strategies as dictated by the category you have chosen
e) The specific populations you plan to target as well as the specific NHLBI curricula you plan to implement or disseminate

f) How your proposed project will reach underserved and minority populations
g) If you intend to utilize a new or unique approach, your rationale for why you think it may be effective
h) If appropriate, how you plan on recruiting and retaining CHWs
i) How the project will form strategic partnerships with other organizations to enhance successful implementation and to increase sustainability
j) Potential barriers or challenges you anticipate facing in implementing your proposal and how you will address those barriers or challenges
k) Your sustainability approach and ability to continue project activities once funding ends

2. Leadership and Organizational Capability

The organizational capability section should describe your organization's ability to do the following:

a) Be a thought leader on how to maximize the role of CHWs in public health prevention
b) Engage leaders at multiple levels and facilitate their becoming champions of the CHW initiative
c) Reach the proposed intended audiences—include a description and examples of your organization's membership; communication mechanisms; technical capabilities to implement, evaluate, and sustain programs; and capacity to reach broad and hard-to-reach audiences
d) Collaborate with other leaders and organizations, including regional or national groups, CHW organizations, the NHLBI, or other partners; include letters of commitment from proposed partners; describe partners' capacity to fulfill those roles
e) Manage subcontract funds and systems in place to track expenditures
f) Use past or current experience in addressing heart health or implementing CHW programs

3. Staff Capacity

The staff capacity section should describe the following:

a) The project manager's availability, commitment, and capability to plan, implement, and evaluate the proposed project
b) How the project manager will oversee the project activities, including ensuring that tasks are accomplished as planned
c) Key staff members proposed on the project, including their key roles and technical expertise in heart health, experience working as a CHW, with CHWs or CHW networks, and other relevant experience

The project manager, whether a current staff member or someone to be hired (must include letter of commitment), is essential to the work outlined in your proposal; no substitution shall be made by the awardee without the written consent of Altarum Institute.

4. Evaluation

The evaluation section should include the following:

a) Your project's logic model that includes specific activities, outputs, and outcomes, and how they relate to the initiative's strategies and overall goals (logic model template in Appendix C)

b) Your evaluation plan and process for implementing evaluation activities, including what methods will be used to collect and analyze data, and how this information will be used to enhance implementation and sustainability.

NHLBI has developed data collection tools and they can be found, along with guidance about evaluation, in Session 12 of the curricula. The Outcome Evaluation Form in Session 12 of the Curricula summarizes the measures included in these tools.

You may collect data from as many individuals as you wish if you are using NHLBI's data collection tools that are found in the CHW curricula. Slight modifications to these forms (e.g., timing of data collection, using a subset of questions) can be made with the approval of Altarum and NHLBI. However, data collection from 10 or more individuals for any purposes using **non-NHLBI** data collection tools cannot be funded with these awards. Such activities under this funding mechanism would require the review and approval of the Office of Management and Budget as specified in the Paperwork Reduction Act.

Altarum has developed a set of implementation questions (below) to guide development of the evaluation plan and final report.

Implementation Questions to Guide Evaluation Plan and Final Report

Overall Implementation Questions for the Strategic Champions Project (all applications must address these).

1) What ***innovative strategies*** have promise in (a) reaching CHWs, (b) building their capacity, and (c) helping CHWs use NHLBI materials in the community?
2) How will the partners continue to champion the CHW initiative after program funding ends? What are some of the factors that support or impede ***sustainability***?
3) What are the most effective ways to promote the CHW initiative and disseminate NHLBI health education materials?

Implementation Questions for Category 1

1) In what ways have CHWs and their networks increased their knowledge, awareness, commitment, and ability to address heart health in underserved and minority populations?
2) What factors support or impede increased capacity of CHWs (e.g., systems, infrastructure, training, ongoing mentoring, self-efficacy)?

Implementation Questions for Category 2

1) How is the curricula used in communities (e.g., frequency, dose)? How is it adapted, if at all, to meet perceived community needs?
2) In what ways have CHWs and their supporting networks extended their reach to address heart health in underserved and minority populations?
3) What factors support or impede reach (e.g., systems, infrastructure, training, ongoing mentoring, self-efficacy)?
4) In what ways can sustainability of projects be enhanced after funding ends.

As part of your progress reports you will be expected to include process level measures. Examples of measures include the number of CHWs reached, number of CHWs with increased knowledge, number of CHWs implementing curricula in the community, and the supports/barriers to implementation.

The evaluation plan submitted as part of this proposal will be considered a draft. A final evaluation plan, developed in partnership with Altarum and other partners, will ensure consistent data are collected across all funded strategic champion projects**.** In addition, Altarum will conduct semi-structured interviews with Project Managers and other appropriate staff to gather information on the implementation questions above.

D. Required Documentation

Awardees will be required to submit a cover page, workplan, and budget in an appendix.

1. Workplan

Please include a workplan that outlines how the project will be implemented over the funded 16-month period. This should include your champion type, implementation activities, intended audience, responsible staff members, and key partners. Use the detailed workplan template provided in Appendix D.

2. Budget template

Please provide a detailed budget using the template provided in Appendix E with a written narrative containing a detailed explanation of each cost element proposed. The budget should demonstrate appropriate and reasonable costs for project expenses. The budget narrative should clearly illustrate how the proposed expenses align with the strategies and activities proposed for the budget period. The total amount requested, including any indirect costs, should not exceed $100,000.

Altarum Institute reserves the right to fund projects based on availability of funds and strength and quality of applications.

Indirect costs may only be included in project budgets for organizations with a current negotiated indirect cost rate agreement (NICRA), including supporting documentation. All other organizations must include direct costs for all costs.

Awardees may not use contract funds to collect data from the public unless the data are collected using the tools deemed appropriate in the evaluation section above. Other data collection activities under this funding mechanism would require the review and approval of the Office of Management and Budget as specified in the Paperwork Reduction Act.

The awarded funds may not be used for the following:

- Meals (e.g., boxed lunches, formal luncheons, dinners, galas)

- Office equipment (e.g., furniture, computers)
- Day-to-day operations of an organization
- Registration and travel costs for professional development meetings or courses not related to the Strategic Champions project
- Health care subsidies for individuals
- Construction or renovation of facilities
- Pharmaceutical products, drugs, or alcohol
- Lobbying
- Indirect costs, unless the organization has an approved U.S. Government NICRA
- Collecting data from 10 or more individuals for **any** purposes using **non-NHLBI** data collection tools

Each organization must provide all required financial and contractual documentation as determined by Altarum at the time of award. These include U.S. Government Form W-9, Business Certification, and a copy of an official NICRA letter (if applicable).

3. In-Kind Contribution

In-kind contributions should be at least 10% of the requested budget. In-kind resources may include, but not be limited to, financial and human resources. If the awardee would like to conduct evaluation activities beyond the scope of what is included in the evaluation section above, you must use your resources.

E. Staff Resumes

Applicants must provide resumes of key project staff members in an appendix, and they may provide resumes for other staff members as well. Resumes will not be counted toward the page limit.

VIII. Proposal Review Process

A panel will be convened to review all proposals and make funding decisions. The panel may include governmental and nongovernmental members. Successful proposals will do the following:

- Propose an approach that can effectively expand the reach of NHLBI's CHW Health Disparities Initiative among one or more of its intended audiences
- Present a unique or innovative approach consistent with proposal categories and strategies that is responsive to the initiative's strategic goals (innovative is defined as creating or developing a new and promising approach)
- Provide evidence of a successful track record of conducting similar types of activities
- Have the staff capacity necessary to implement the proposed project within 16 months
- Present strong sustainability measures and a sound evaluation approach

- Present a budget narrative that shows clearly how the project funds will support the goals of the proposed project

The evaluation criteria by sections of the proposal are:

- Technical approach (25 points)
- Leadership and organizational capability (20 points)
- Staff capacity (20 points)
- Evaluation (15 points)
- Detailed workplan (10 points)
- Detailed activity budget (10 points)

Appendices

Appendix A: NHLBI Health Education Curricula for CHWs

Appendix B: Cover Page

Appendix C: Logic Model Template

Appendix D: Workplan Template

Appendix E: Detailed Budget Template

Appendix A: NHLBI Health Education Curricula for CHWs

With Every Heartbeat Is Life: A Community Health Worker's Manual for African Americans
This 12-lesson training and education course on heart health education, specifically created for the African American community, comes complete with activities, group idea starters, and reproducible handouts.

Your Heart, Your Life: A Lay Health Educator's Manual for the Hispanic Community
Designed to train promotores and to help them teach the 12-lesson course on heart health education specifically created for the Latino community, these lessons provide information for understanding, skill building, self-assessment, and goal-setting for healthy lifestyle changes. The curriculum includes culturally appropriate teaching scripts, learning activities, and reproducible handouts. Interactive activities use telenovelas, photonovelas, role play, problem solving, and discussion. Latino role models and family contexts appear throughout. It is available in Spanish and English.

Honoring the Gift of Heart Health: Heart Health Educator's Manuals for American Indians and Alaska Natives
This comprehensive, culturally appropriate, user-friendly 12 lesson course on heart health education for the American Indian or Alaska Native community is filled with skill-building activities, reproducible handouts, and idea starters. The appendices cover (1) activities for training heart health educators to implement the program and (2) an American Indian or Alaska Native family's journey to heart health, told with heart healthy recipes for each family member's favorite foods.

Healthy Heart, Healthy Family: A Community Health Worker's Manual for the Filipino Community
This 12-session program helps families in the Filipino community acquire life skills that foster heart health. The manual includes scripts and training tips to guide community health workers. Each session is filled with issue-oriented interactive learning activities.

Appendix B: Cover Page

The National Heart, Lung, and Blood Institute's
Community Health Worker Health Disparities Initiative

Strategic Champions Project

Date Submitted: _____

Name of Applicant Organization: _____

Agency Federal Employer Identification Number (FEIN#): _____

Person to be contacted on matters involving the proposal:

Name _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Email: _____ Fax: _____

Title of Strategic Champions Project:

Brief Description of Proposed Project:

Location of Project:

Champion Category: (Choose one)

__Category 1

__Category 2

Total Funding Requested: _____

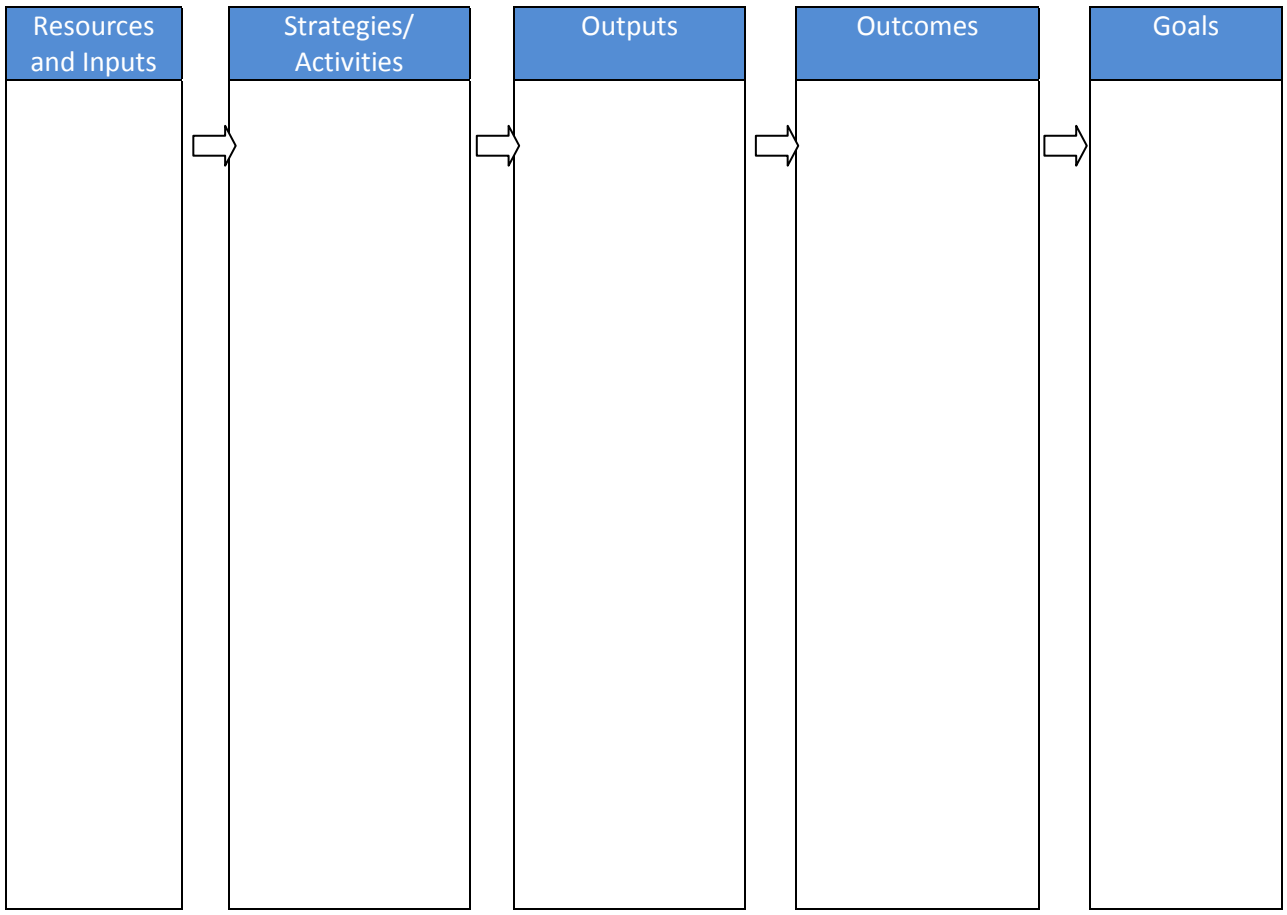
To the best of my knowledge and belief, all data in the proposal are true and correct and have been duly authorized by the governing board of the applicant and the applicant will comply with certifications and assurances required of organizations submitting a proposal if a subcontract is awarded.

Person Authorized to Sign This Proposal:

Printed Name:_____ Title: _____

Signature: _____ Date Signed: _____

Appendix C: Logic Model Template



For more information on developing a logic model, refer to the Kellogg Foundation's Logic Model Development Guide, found at http://www.wkkf.org/knowledge-center/resources/2006/02/WK-Kellogg-Foundation-Logic-Model-Development-Guide.aspx.

Appendix D: Workplan Template

Instructions

- Indicate which **Strategic Champion category** you intend to implement.
- Indicate your intended population.

Use the template below for each of your strategies and associated activities. Please edit the number of strategies and activities as appropriate for your proposal.

- **Strategies** are the efforts that will be undertaken within your Strategic Champion category.
- **Activities** are what need to be done **to implement** each strategy.
- **Resources needed** are the people, organizations, and potential funding sources that will support the implementation of your strategies and activities.
- **Key staff members** indicate who is responsible for leading the activity and moving it toward success.
- **Key partners** indicate the other organizations that will help with this activity.
- The **timeline** should indicate when you expect to have specific activities completed.
- Activity outcome/output measures are designed to show progress on activities. They may include information such as the development of tools and materials, number of training sessions held, number of NHLBI materials distributed, and number of community members who have participated in the NHLBI heart health training. These measures are intended to show that an activity was carried out in a manner that is likely to result in success for the overall strategy. They should tie to your evaluation plan. Outcome measures such as changes in knowledge, skills, and behaviors as well as clinical measures should be included in your logic model and evaluation plan.

Organization Name:

Strategic Champion Category (choose one category)		Communities Served		Intended Audience (if applicable)
☐	☐			
Category 1 Train Community Health Workers and build their capacity to utilize NHLBI curricula and address heart health through partnership building and innovative strategies	**Category 2** Expand and enhance successful Community Health Worker or heart health programs to broaden the use of NHLBI training, curricula, and materials in the community through partnership building and innovative strategies	Hispanic/Latino(a)	☐	
		African American	☐	
		Native American/American Indian	☐	
		Alaska Native	☐	
		Filipino	☐	

Strategy 1:					
Activities	**Resources Needed** *What kind of funding, facilities, and expertise is needed to carry out the activity?*	**Key Staff** *Who will take the lead or provide key support?*	**Key Partners** *What other organizations will help with this activity?*	**Timeline** *By when should the activity be completed?*	**Activity Outcome/ Output Measures** *How will you know the activity succeeded or is complete?*
1.1					
1.2					
1.3 ADD ROWS AS NEEDED					
Strategy 2:					
Activities	**Resources Needed** *What kind of funding, facilities, and expertise is needed to carry out the activity?*	**Key Staff** *Who will take the lead or provide key support?*	**Key Partners** *What other organizations will help with this activity?*	**Timeline** *By when should the activity be completed?*	**Activity Outcome/ Output Measures** *How will you know the activity succeeded or is complete?*
2.1					
2.2					
2.3 ADD ROWS AS NEEDED					

Appendix E: Detailed Budget Template

The template in word form is included here for information purposes only. When completing your budget, please use the 2 excel files included with this announcement, which include built-in formulas and are required for your proposal submission.

Activity Budget Instructions

Fill in the gray shaded boxes.

Section A: Salaries

- Fill in the names and titles of the persons whose salaries will be paid by the subcontract.
- List the activities by number for each staff member.
- Insert the unloaded hourly labor rate and total hours for each proposed staff member.

Section B: Fringe Benefits on Salaries

- Indicate your organization's fringe rate as approved in your NICRA. The template will generate the total fringe on total unloaded labor (salary).

Sections C-E: Project-Related Supplies, Stipends, Educational Materials, Other Direct Project Expenses

- List the proposed items and indicate the cost per unit and total number of units.
- Indicate with which activities (by number) the proposed costs are associated.

Section F: Indirect Cost Rates

- Indicate your indirect rate as approved in your NICRA.
- Note that no indirect costs are allowed without a NICRA to support the rate reported in the budget.
- Please adjust the formulas to apply the indirect cost rate as approved by your NICRA (refer to Base of Application).

In-Kind Contribution Budget Instructions

Please fill out the worksheet entitled, “In-Kind Budget Summary” in accordance with the instructions set forth above to reflect your organization’s in-kind contribution. In-kind contributions should equate to at least 10% of the requested budget and may include financial and human resources.

Please provide a budget narrative to justify all proposed costs as well as the assumptions used to estimate such costs in both the Activity and In-kind budgets.

[enter organization name]

Strategic Champions Project of the NHLBI Community Health Worker Health Disparities Initiative

Period of Performance:
March April, 2012 –
July 31, 2013

A. UNLOADED LABOR List staff name/titles of all positions involved in project implementation	***Activities*** List the activities by number for each staff	***Unloaded Hourly Rate***	***Unit*** Hours	***Total Costs***
A. staff name, title	i.e. 1, 2, 3, 4-6, 10 etc.			
B.				
C.				
D.				
E.				
F.				
G.				
H.				
I.				
J.				
K.				
L.				
M.				
N.				
O.				
P.				
Subtotal				$

B. Fringe Benefits		Rate		
		0.00%		$0

C. PROJECT-RELATED SUPPLIES

List items below and explain in a separate budget narrative.		Cost per unit	Amount	
A.		**$0.00**	0	$0
B.		**$0.00**	0	$0
C.		**$0.00**	0	$0
D.		**$0.00**	0	$0
E.		**$0.00**	0	$0
F.		**$0.00**	0	$0
G.		**$0.00**	0	$0
H.		**$0.00**	0	$0
I.		**$0.00**	0	$0
J.		**$0.00**	0	$0
K.		**$0.00**	0	$0
L.		**$0.00**	0	$0
M.		**$0.00**	0	$0
N.		**$0.00**	0	$0
O.		**$0.00**	0	$0
Subtotal				$0

D. EDUCATION MATERIALS

List items below and explain in a separate budget narrative.		Cost per unit	Amount	
A.		**$0.00**	0	$0
B.		**$0.00**	0	$0
C.		**$0.00**	0	$0
D.		**$0.00**	0	$0
E.		**$0.00**	0	$0
F.		**$0.00**	0	$0
G.		**$0.00**	0	$0
H.		**$0.00**	0	$0
I.		**$0.00**	0	$0
J.		**$0.00**	0	$0
K.		**$0.00**	0	$0
L.		**$0.00**	0	$0
M.		**$0.00**	0	$0
N.		**$0.00**	0	$0

O.		**$0.00**	0	$0
Subtotal				$0

E. OTHER DIRECT PROJECT COSTS

List items below and explain in a separate budget narrative.		Cost per unit	Amount	
A.		**$0.00**	0	$0
B.		**$0.00**	0	$0
C.		**$0.00**	0	$0
D.		**$0.00**	0	$0
E.		**$0.00**	0	$0
F.		**$0.00**	0	$0
G.		**$0.00**	0	$0
H.		**$0.00**	0	$0
I.		**$0.00**	0	$0
J.		**$0.00**	0	$0
K.		**$0.00**	0	$0
L.		**$0.00**	0	$0
M.		**$0.00**	0	$0
N.		**$0.00**	0	$0
O.		**$0.00**	0	$0
Subtotal				$0

F. INDIRECT COSTS

		Rate		
		0.00%		$0

	TOTAL AMOUNT	$0,000

[i] Agency for Healthcare Research and Quality. (2006). *2006 National Healthcare Disparities Report*. Rockville, MD: U.S. Department of Health and Human Services.

[ii] Smedley, B., Smith, A., & Nelson, A. (Eds.). (2003). *Unequal Treatment: Confronting Racial and Ethnic Disparities in Healthcare*. Washington, DC: National Academies Press.

[iii] Bell, J., et al. (2002, November). *Reducing health disparities through a focus on communities: A PolicyLink report*. Oakland, CA: PolicyLink.

[iv] Cherrington, A., Ayala, G. X., Elder, J. P., Arredondo, E. M., Fouad, M., & Scarinci, I. (2010). Recognizing the diverse roles of community health worker in the elimination of health disparities: From paid staff to volunteers. *Ethnicity & Disease, 20,* 189–194.

[v] Balcázar, H. G., de Heer, H., Rosenthal, L., Aguirre, M., Flores, L., Puentes, F. A,. et al. (2010). A promotores de salud intervention to reduce cardiovascular disease risk in a high-risk Hispanic border population. *Preventing Chronic Disease, 7*(2), 1–10. Retrieved from http://www.cissues/2010/mar/09_0106.htm

[vi] Brownstein, J. N., Chowdhury, F. M., Norris, S. L., Horsley, T., Jack, L., Zhang, X., & Satterfield, D. (2007). Effectiveness of community health workers in the care of people with hypertension. *American Journal of Preventative Medicine, 2*(5), 435–447.

[vii] Cherrington, A., Ayala, G. X., Amick, Scarinci, I., Allison, K., & Corbie-Smith, G. (2008). Applying the community health worker model to diabetes management: Using mixed methods to assess implementation and effectiveness. *Journal of Health Care for the Poor and Underserved, 18,* 1044–1059.

[viii] Goodwin, K., & Tobler, L. (2008). *Community health workers: Expanding the scope of the health care delivery system.* Retrieved from www.ncsl.org/print/health/chwbrief.pdf

AI-30319 **10. A.**

CC REGULAR

Meeting Date: 01/10/2012

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Requesting approval of the following claim/invoice with authority for the County Treasurer to issue payment/check after review, audit, and processing procedures are completed by the County Auditor.

Invoice Date/Invoice #	Vendor	Amount
05/09/11 / 829322069	AT & T Internet Services	$2,600.00
06/09/11 / 829322069	AT & T Internet Services	$2,600.00
07/09/11 / 829322069	AT & T Internet Services	$2,600.00
08/09/11 / 829322069	AT & T Internet Services	$2,600.00
09/09/11 / 829322069	AT & T Internet Services	$2,600.00
10/09/11 / 829322069	AT & T Internet Services	$2,600.00
11/09/11 / 829322069	AT & T Internet Services	$2,600.00
12/09/11 / 829322069	AT & T Internet Services	$2,600.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-00-200-002-0-534

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

BUDGETARY IMPACT:

Funds available as of 12/22/11.

Attachments

Invoices

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/22/2011 10:00 AM
Erika Zamora	Erika Zamora	12/22/2011 01:43 PM
Purchasing Department	Angela Garcia	12/29/2011 04:59 PM

Form Started By: Edna Kirby Started On: 12/22/2011 09:30 AM

Final Approval Date: 12/29/2011

5/24/11

at&t

30319

Account #: 829322069
Statement Date: 05/09/2011

AT&T Internet Services
County of Hidalgo-Central Computing Department
100 N CLOSNER BLVD
EDINBURG TX 78539-3523

Previous Bill	Payments Applied	Adjustments	* Balance from Previous Bill	Current Charges Due by 06/23/2011	**Total Billed Amount**
3,562.47	0.00	0.00	3,562.47	2,600.00	**6,162.47**

Bill-At-A-Glance

Previous Bill		3,562.47
Payments Applied		0.00
Adjustments		0.00
*Balance from Previous Bill		3,562.47
Current Charges		
Itemized Charges and Credits	2,600.00	
Government Fees and Taxes	0.00	
Current Charges due by 06/23/11		2,600.00
Total Billed Amount		6,162.47

*Balance from Previous Bill Detail

Past Due Amount-Please Pay Immediately	962.47
Charges due by 05/24/11	2,600.00
Total Balance from Previous Bill	3,562.47

Questions? Contact:

Billing & Service Questions: 1-866-937-3664
Website: http://www.att.com/dia

Invoice Received By: _____ On _____
Goods/services Received By: _____ On _____
Acct.# _____
PO# _____

Return this portion with check payable to **AT&T Internet Services**

Please include this number with your check 829322069-9

Account #: 829322069

Total Billed Amount $6,162.47

Past Due Amount-Please Pay Immediately	Amount Due by 05/24/11	Amount Enclosed
$962.47	**$2,600.00**	

7385.1.36.8626 1 MB 0.390 ew

COUNTY OF HIDALGO-CENTRAL COMP
100 N CLOSNER BLVD
EDINBURG TX 78539-3523

Mail Payment To:
AT&T Internet Services
PO Box 5016
Carol Stream IL 60197-5016

7133I0000000000000008293220699000000000616247000005

Account #: 829322069
Statement Date: 05/09/2011

Itemized Charges and Credits

Charges for 0001163710
County of Hidalgo-Central Computing Department
100 N CLOSNER BLVD
EDINBURG TX 78539-3523

PremierSERV[SM] DIA

Description	Service Date	Amount
1. Transport PAK ATM ATM DS3 10.0 Mbps Monthly Charge	05/07/11-06/06/11	2,600.00
2. Traffic Reporting Monthly Charge	05/07/11-06/06/11	0.00
Total Charges for 0001163710		2,600.00
Total Itemized Charges and Credits		2,600.00

Government Fees and Taxes

Total Government Fees and Taxes	0.00
Total AT&T Internet Services Charges	2,600.00

6/23/11

at&t

Account #: 829322069
Statement Date: 06/09/2011

AT&T Internet Services
County of Hidalgo-Central Computing Department
100 N CLOSNER BLVD
EDINBURG TX 78539-3523

Previous Bill	Payments Applied through 05/10/2011	Adjustments	* Balance from Previous Bill	Current Charges Due by 07/24/2011	**Total Billed Amount**
6,162.47	2,600.00CR	0.00	3,562.47	2,600.00	6,162.47

Bill-At-A-Glance

Previous Bill		6,162.47
Payments Applied through 05/10/2011 - See Payments Applied To Balance Due Section		2,600.00CR
Adjustments		0.00
*Balance from Previous Bill		3,562.47
Current Charges		
Itemized Charges and Credits	2,600.00	
Government Fees and Taxes	0.00	
Current Charges due by 07/24/11		2,600.00
Total Billed Amount		6,162.47

*Balance from Previous Bill Detail

Past Due Amount-Please Pay Immediately	962.47
Charges due by 06/23/11	2,600.00
Total Balance from Previous Bill	3,562.47

Questions? Contact:

Billing & Service Questions: 1-866-937-3664
Website: http://www.att.com/dia

Return this portion with check payable to **AT&T Internet Services**

Please include this number with your check 829322069-9

Account #: 829322069

Total Billed Amount $6,162.47

Past Due Amount-Please Pay Immediately	Amount Due by 06/23/11	Amount Enclosed
$962.47	**$2,600.00**	

9672.1.22.4986 1 MB 0.390 ew

COUNTY OF HIDALGO-CENTRAL COMP
100 N CLOSNER BLVD
EDINBURG TX 78539-3523

Mail Payment To:
AT&T Internet Services
PO Box 5016
Carol Stream IL 60197-5016

7133I0000000000000008293220699000000000616247000005

Account #: 829322069
Statement Date: 06/09/2011

Payments Applied to Balance Due

	Date Applied	Payment Method	Payment Number	Amount
1.	05/09/2011	Payment by Check	0000000000	2,600.00CR

Total Payments Applied to Balance Due 2,600.00CR

Itemized Charges and Credits

Charges for 0001163710
County of Hidalgo-Central Computing Department
100 N CLOSNER BLVD
EDINBURG TX 78539-3523

PremierSERV℠ DIA

Description	Service Date	Amount
2. Transport PAK ATM ATM DS3 10.0 Mbps Monthly Charge	06/07/11-07/06/11	2,600.00
3. Traffic Reporting Monthly Charge	06/07/11-07/06/11	0.00

Total Charges for 0001163710 2,600.00

Total Itemized Charges and Credits 2,600.00

Government Fees and Taxes

Total Government Fees and Taxes 0.00

Total AT&T Internet Services Charges 2,600.00

at&t

Account #: 829322069
Statement Date: 07/09/2011

AT&T Internet Services
County of Hidalgo-Central Computing Department
100 N CLOSNER BLVD
EDINBURG TX 78539-3523

Previous Bill	Payments Applied	Adjustments	* Balance from Previous Bill	Current Charges Due by 08/23/2011	**Total Billed Amount**
6,162.47	0.00	0.00	6,162.47	2,600.00	**8,762.47**

Bill-At-A-Glance

Previous Bill		6,162.47
Payments Applied		0.00
Adjustments		0.00
*Balance from Previous Bill		6,162.47
Current Charges		
Itemized Charges and Credits	2,600.00	
Government Fees and Taxes	0.00	
Current Charges due by 08/23/11		2,600.00
Total Billed Amount		8,762.47

*Balance from Previous Bill Detail

Past Due Amount-Please Pay Immediately	3,562.47
Charges due by 07/24/11	2,600.00
Total Balance from Previous Bill	6,162.47

Questions? Contact:

Billing & Service Questions: 1-866-937-3664
Website: http://www.att.com/dia

Return this portion with check payable to **AT&T Internet Services**

Please include this number with your check 829322069-9

Account #: 829322069

Total Billed Amount $8,762.47

Past Due Amount-Please Pay Immediately	Amount Due by 07/24/11	Amount Enclosed
$3,562.47	**$2,600.00**	

4328.2.53.12054 1 MB 0.390 ew

COUNTY OF HIDALGO-CENTRAL COMP
100 N CLOSNER BLVD
EDINBURG TX 78539-3523

Mail Payment To:
AT&T Internet Services
PO Box 5016
Carol Stream IL 60197-5016

7133I0000000000000008293220699000000000876247000000

Account #: 829322069
Statement Date: 07/09/2011

Itemized Charges and Credits

Charges for 0001163710
County of Hidalgo-Central Computing Department
100 N CLOSNER BLVD
EDINBURG TX 78539-3523

PremierSERV℠ DIA

Description	Service Date	Amount
1. Transport PAK ATM ATM DS3 10.0 Mbps Monthly Charge	07/07/11-08/06/11	2,600.00
2. Traffic Reporting Monthly Charge	07/07/11-08/06/11	0.00
Total Charges for 0001163710		2,600.00
Total Itemized Charges and Credits		2,600.00

Government Fees and Taxes

Total Government Fees and Taxes	0.00
Total AT&T Internet Services Charges	2,600.00

at&t

Account #: 829322069
Statement Date: 08/09/2011

AT&T Internet Services
County of Hidalgo-Central Computing Department
100 N CLOSNER BLVD
EDINBURG TX 78539-3523

Previous Bill	Payments Applied	Adjustments	* Balance from Previous Bill	Current Charges Due by 09/23/2011	**Total Billed Amount**
8,762.47	0.00	0.00	8,762.47	2,600.00	11,362.47

Bill-At-A-Glance

Previous Bill		8,762.47
Payments Applied		0.00
Adjustments		0.00
*Balance from Previous Bill		8,762.47
Current Charges		
Itemized Charges and Credits	2,600.00	
Government Fees and Taxes	0.00	
Current Charges due by 09/23/11		2,600.00
Total Billed Amount		11,362.47

*Balance from Previous Bill Detail

Past Due Amount-Please Pay Immediately	6,162.47
Charges due by 08/23/11	2,600.00
Total Balance from Previous Bill	8,762.47

Invoice Received By:
[illegible] On 22 AUG 11
Goods/services Received By:
[illegible] On 9 AUG 11
Acct.# _____
PO# _____

Questions? Contact:

Billing & Service Questions: 1-866-937-3664
Website: http://www.att.com/dia

Return this portion with check payable to **AT&T Internet Services**

Please include this number with your check 829322069-9

Account #: 829322069

Total Billed Amount $11,362.47

Past Due Amount-Please Pay Immediately	Amount Due by 08/23/11	Amount Enclosed
$6,162.47	**$2,600.00**	

9515.1.36.8703 1 MB 0.390 ew

COUNTY OF HIDALGO-CENTRAL COMP
100 N CLOSNER BLVD
EDINBURG TX 78539-3523

Mail Payment To:
AT&T Internet Services
PO Box 5016
Carol Stream IL 60197-5016

7133I0000000000000008293220699000000001136247000004

Account #: 829322069
Statement Date: 08/09/2011

Itemized Charges and Credits

Charges for 0001163710
County of Hidalgo-Central Computing Department
100 N CLOSNER BLVD
EDINBURG TX 78539-3523

PremierSERV℠ DIA

Description	Service Date	Amount
1. Transport PAK ATM ATM DS3 10.0 Mbps Monthly Charge	08/07/11-09/06/11	2,600.00
2. Traffic Reporting Monthly Charge	08/07/11-09/06/11	0.00
Total Charges for 0001163710		2,600.00
Total Itemized Charges and Credits		2,600.00

Government Fees and Taxes

Total Government Fees and Taxes	0.00
Total AT&T Internet Services Charges	2,600.00

9/22/11

at&t

Account #: 829322069
Statement Date: 09/09/2011

AT&T Internet Services
County of Hidalgo-Central Computing Department
100 N CLOSNER BLVD
EDINBURG TX 78539-3523

Previous Bill	Payments Applied	Adjustments	* Balance from Previous Bill	Current Charges Due by 10/24/2011	**Total Billed Amount**
11,362.47	0.00	0.00	11,362.47	2,600.00	**13,962.47**

Bill-At-A-Glance

Previous Bill		11,362.47
Payments Applied		0.00
Adjustments		0.00
*Balance from Previous Bill		11,362.47
Current Charges		
Itemized Charges and Credits	2,600.00	
Government Fees and Taxes	0.00	
Current Charges due by 10/24/11		2,600.00
Total Billed Amount		**13,962.47**

*Balance from Previous Bill Detail

Past Due Amount-Please Pay Immediately	**8,762.47**
Charges due by 09/23/11	2,600.00
Total Balance from Previous Bill	11,362.47

Questions? Contact:

Billing & Service Questions: 1-866-937-3664
Website: http://www.att.com/dia

Return this portion with check payable to **AT&T Internet Services**

Please include this number with your check 829322069-9

Account #: 829322069

Total Billed Amount $13,962.47

Past Due Amount-Please Pay Immediately	Amount Due by 09/23/11	Amount Enclosed
$8,762.47	**$2,600.00**	

3319.1.17.3473 1 MB 0.390 ew

COUNTY OF HIDALGO-CENTRAL COMP
100 N CLOSNER BLVD
EDINBURG TX 78539-3523

Mail Payment To:
AT&T Internet Services
PO Box 5016
Carol Stream IL 60197-5016

7133I0000000000000008293220699000000001396247000009

Account #: 829322069
Statement Date: 09/09/2011

Itemized Charges and Credits

Charges for 0001163710
County of Hidalgo-Central Computing Department
100 N CLOSNER BLVD
EDINBURG TX 78539-3523

PremierSERV℠ DIA

Description	Service Date	Amount
1. Transport PAK ATM ATM DS3 10.0 Mbps Monthly Charge	09/07/11-10/06/11	2,600.00
2. Traffic Reporting Monthly Charge	09/07/11-10/06/11	0.00
Total Charges for 0001163710		2,600.00
Total Itemized Charges and Credits		2,600.00

Government Fees and Taxes

Total Government Fees and Taxes	0.00
Total AT&T Internet Services Charges	2,600.00

at&t

Account #: 829322069
Statement Date: 10/09/2011

AT&T Internet Services
County of Hidalgo-Central Computing Department
100 N CLOSNER BLVD
EDINBURG TX 78539-3523

Previous Bill	Payments Applied	Adjustments	* Balance from Previous Bill	Current Charges Due by 11/23/2011	**Total Billed Amount**
13,962.47	0.00	0.00	13,962.47	2,600.00	16,562.47

Bill-At-A-Glance

Previous Bill		13,962.47
Payments Applied		0.00
Adjustments		0.00
*Balance from Previous Bill		13,962.47
Current Charges		
Itemized Charges and Credits	2,600.00	
Government Fees and Taxes	0.00	
Current Charges due by 11/23/11		2,600.00
Total Billed Amount		16,562.47

*Balance from Previous Bill Detail

Past Due Amount-Please Pay Immediately	11,362.47
Charges due by 10/24/11	2,600.00
Total Balance from Previous Bill	13,962.47

Questions? Contact:

Billing & Service Questions: 1-866-937-3664
Website: http://www.att.com/dia

10/25/11

Return this portion with check payable to **AT&T Internet Services**

Please include this number with your check 829322069-9

Account #: 829322069

Total Billed Amount $16,562.47

Past Due Amount-Please Pay Immediately	Amount Due by 10/24/11	Amount Enclosed
$11,362.47	**$2,600.00**	

6577.1.39.9367 1 MB 0.390 ew

COUNTY OF HIDALGO-CENTRAL COMP
100 N CLOSNER BLVD
EDINBURG TX 78539-3523

Mail Payment To:
AT&T Internet Services
PO Box 5016
Carol Stream IL 60197-5016

7133I0000000000000008293220699000000001656247000004

Account #: 829322069
Statement Date: 10/09/2011

Itemized Charges and Credits

Charges for 0001163710
County of Hidalgo-Central Computing Department
100 N CLOSNER BLVD
EDINBURG TX 78539-3523

PremierSERV℠ DIA

Description	Service Date	Amount
1. Transport PAK ATM ATM DS3 10.0 Mbps Monthly Charge	10/07/11-11/06/11	2,600.00
2. Traffic Reporting Monthly Charge	10/07/11-11/06/11	0.00
Total Charges for 0001163710		2,600.00
Total Itemized Charges and Credits		2,600.00

Government Fees and Taxes

Total Government Fees and Taxes	0.00
Total AT&T Internet Services Charges	2,600.00

Account #: 829322069
Statement Date: 11/09/2011

AT&T Internet Services
County of Hidalgo-Central Computing Department
100 N CLOSNER BLVD
EDINBURG TX 78539-3523

Previous Bill	Payments Applied	Adjustments	* Balance from Previous Bill	Current Charges Due by 12/24/2011	**Total Billed Amount**
16,562.47	0.00	0.00	16,562.47	2,600.00	19,162.47

Bill-At-A-Glance

Previous Bill		16,562.47
Payments Applied		0.00
Adjustments		0.00
*Balance from Previous Bill		16,562.47
Current Charges		
Itemized Charges and Credits	2,600.00	
Government Fees and Taxes	0.00	
Current Charges due by 12/24/11		2,600.00
Total Billed Amount		19,162.47

*Balance from Previous Bill Detail

Past Due Amount-Please Pay Immediately	13,962.47
Charges due by 11/23/11	2,600.00
Total Balance from Previous Bill	16,562.47

Questions? Contact:

Billing & Service Questions: 1-866-937-3664
Website: http://www.att.com/dia

Return this portion with check payable to **AT&T Internet Services**

Please include this number with your check 829322069-9

Account #: 829322069

Total Billed Amount $19,162.47

Past Due Amount-Please Pay Immediately	Amount Due by 11/23/11	Amount Enclosed
$13,962.47	**$2,600.00**	

9784.1.19.4238 1 MB 0.390 ew

COUNTY OF HIDALGO-CENTRAL COMP
100 N CLOSNER BLVD
EDINBURG TX 78539-3523

Mail Payment To:
AT&T Internet Services
PO Box 5016
Carol Stream IL 60197-5016

7133I0000000000000008293220699000000001916247000000

11/22/11

Account #: 829322069
Statement Date: 11/09/2011

Itemized Charges and Credits

Charges for 0001163710
County of Hidalgo-Central Computing Department
100 N CLOSNER BLVD
EDINBURG TX 78539-3523

PremierSERV℠ DIA

Description	Service Date	Amount
1. Transport PAK ATM ATM DS3 10.0 Mbps Monthly Charge	11/07/11-12/06/11	2,600.00
2. Traffic Reporting Monthly Charge	11/07/11-12/06/11	0.00
Total Charges for 0001163710		2,600.00
Total Itemized Charges and Credits		2,600.00

Government Fees and Taxes

Total Government Fees and Taxes	0.00
Total AT&T Internet Services Charges	2,600.00

AI-30341 **11. A.**

CC REGULAR

Meeting Date: 01/10/2012

Submitted For: Nancy Hernandez **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting authorization to amend the Homeless Prevention and Rapid Re-Housing Program (HPRP) contract with The Salvation Army and the Hidalgo County Urban County Program. The amendment will reduce the current contract amount of $99,913.67 by $23,812.98. The amended contract amount for The Salvation Army will be $76,100.69.

BACKGROUND

The HPRP Program requires that a total of 100% of the HPRP funds be spent by July 20, 2012. The Salvation Army expenditure ratio is at 76.2%. We are therefore, recommending the amendment to the HPRP contract and the recapture of funds so that we can re-allocate these funds to other agencies that will help the County meet its threshold.

Activity	**HOMELESS PREVENTION**				**RAPID RE-HOUSING**		
	Current Budget	Difference	Revised Amount		Current Budget	Difference	Revised Amount
Financial Assistance	50,000.00	0.00	50,000.00		11,650.00	0.00	11,650.00
Housing Relocation & Stabilization	20,000.00	(16,300.43)	3,699.57		0.00	0.00	0.00
Data Collections	10,419.34	(3,309.46)	7,109.88		1,369.33	0.00	1,369.33
Administration	6,475.00	(4,203.09)	2,271.91		0.00	0.00	0.00
TOTALS	**86,894.34**	**(23,812.98)**	**63,081.36**		**13,019.33**	**0.00**	**13,019.33**

Contract Amount awarded: $99,913.67 HP: $86,894.34 Rapid: $13,019.33

Amount De-Obligated: $23,812.98 HP: $23,812.98 Rapid: 0.00

New Contract Amount: $76,100.69 HP: $63,081.36 Rapid: $13,019.33

Attachments

Amend HPRP/Salvation Army

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/27/2011 04:34 PM
Perla Lopez	Perla Lopez	12/28/2011 02:39 PM
Purchasing Department	Angela Garcia	12/29/2011 04:59 PM

Form Started By: Mary Flores Started On: 12/27/2011 02:42 PM

Final Approval Date: 12/29/2011

DOING THE MOST GOOD
Founded in 1865

William Booth, *Founder*
Linda Bond, *General*
Commissioner David Jeffrey, *Territorial Commander*
Lt. Colonel Henry Gonzalez, *Divisional Commander*
Captain Russ Keeney, Corps Officer/Pastor

December 20, 2011

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

RE: HOMELESS PREVENTION & RAPID RE-HOUSING PROGRAM (Budget Amendment)

Dear Ms. Serna:

After reviewing the spreadsheet from Irma Garza on the proposed de-obligation of funds from Salvation Army, we reviewed our current case-load of clients and we are proposing returning $23,812.98 to your office.

HOMELESS PREVENTION					RAPID RE-HOUSING		(No changes)
CATEGORY	Current Budget	Deobligate	Revised Budget		Current Budget	Deobligate	Revised Budget
Financial Assistance	$50,000.00	$0.00	$50,000.00		$11,650.00	$0.00	$11,650.00
Housing Relocation & Stabilization	$20,000.00	$16,300.43	$3,699.57		$0.00	$0.00	$0.00
Data Collections	$10,419.34	$3,309.46	$7,109.88		$1,369.33	$0.00	$1,369.33
Administration	$6,475.00	$4,203.09	$2,271.91		$0.00	$0.00	$0.00
TOTALS:	$86,894.34	$23,812.98	$63,081.36		$13,019.33	$0.00	$13,019.33

Contract Amount Awarded:	$99,913.67	HP: $86,894.34	Rapid: $13,019.33
Amount De-obligated:	$23,812.98	HP: $23,812.98	Rapid: 0.00
New Contract Amount:	$76,100.69	HP: $63,081.36	Rapid: $13,019.33

Should you have any questions concerning the budget amendment, please do not hesitate to call me at (956) 682-1468.

Thank you.

Sincerely,
Juan Gomez III
Resource Director
On behalf of
Captain Russ Keeney

AMENDMENT TO EXHIBIT "A"
PERFORMANCE STATEMENT

The Salvation Army, having been certified as a non-profit, has been allocated Homeless Prevention and Rapid Re-housing Program (HPRP) Funds. The non-profit shall carry out the following activities identified in its HPRP Funds Application:

OPERATIONS UNDER HOUSING

The Salvation Army will utilize HPRP Funds for the provision of services to persons/families that are at risk of being homeless and those persons that are homeless. The Salvation Army was granted funds in the amount of $99,913.67 for both Homeless Prevention and Rapid Re-Housing activities. The assistance to the families will be Financial Assistance, Housing Relocation & Stabilization Services, Data Collections, and Administration.

The subrecipient agreement was entered between The Salvation Army and the Hidalgo County – Urban County Program on September 29, 2009 and will terminate on July 20, 2012.

The Hidalgo County Urban County Program is requesting that the contract with The Salvation Army be reduced by $23,812.98 to be able to meet the threshold by the July 20, 2012 deadline. This amount will be re-allocated to other HPRP non-profit agencies.

The new grant amount for The Salvation Army will be $ 76,100.69.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON __ of _____, 2012.

County:	**Non-Profit**
Hidalgo County	**The Salvation Army**
_____	_____
Diana R. Serna	Russ Keeney
Urban County Director	Captain
Title	Title
_____	_____
Date	Date

AI-30347 **12. A.**

CC REGULAR

Meeting Date: 01/10/2012

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #1 Adm. (1200):
1. Approval to create one (1) Administrative Assistant III position, slot no. 0017, budgeted salary $35,157.00.
2. Approval to change one (1) Clerk position, slot no. 0016 from regular full-time work status to regular part-time work status, budgeted salary $27,500.00 ($13.22 Hourly rate).
3. Approval of interdepartmental transfer.
4. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 2-1200-431-00-121-005-0-XXX

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

BUDGETARY IMPACT:

Funds available from positions deleted on 12/29/2011, refer to AI-30090. Pending approval of interdepartmental transfer.

Attachments

backup

PARS

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	12/29/2011 02:21 PM
Budget & Management	Merlen P. Munoz	12/29/2011 02:39 PM
Rosalinda Cantu	Rosie Cantu	12/29/2011 04:30 PM
Purchasing Department	Angela Garcia	12/29/2011 04:59 PM

Form Started By: Sylvia Solis Started On: 12/28/2011 10:46 AM

Final Approval Date: 12/29/2011

CLERK

GENERAL DESCRIPTION

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

EXAMPLES OF WORK PERFORMED

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

Reviews completed forms for signatures and proper entries

Provides information to the public by mail or telephone

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

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

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

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

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May assist in conducting physical inventory

May receive and count cash

May make arrangements for repairs and services

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

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

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

Knowledge, Skills, and Abilities

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

Skill in using personal computers and office equipment

Ability to prepare and maintain records, files, and reports

Registration, Certification, or Licensure

May require a valid driver's license

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ADMINISTRATIVE ASSISTANT III

GENERAL DESCRIPTION

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

EXAMPLES OF WORK PERFORMED

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

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

Participates in the planning and execution of an agency program

Develops, coordinates, and maintains record keeping and filing systems

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

Coordinates meetings, conferences, and seminars

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

May coordinate work between organizational units of the agency

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

May assist in the preparation of presentations for administrative hearings

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

May develop training materials

May train others

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

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

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in standard office equipment and software

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

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Sunday, January 01, 2012

Agenda Item: 30347

Summary of request/proposal:
PCT. 1 ADM (1200):
Approval to create and/or change the status from full-time to part-time of the following full-time position:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1200	CLERK	0016	113	27,500.00	0.00	(27,500.00)
			114	0.00	27,500.00	27,500.00
1200	ADMINISTRATIVE ASSISTANT III	0017	113	0.00	35,157.00	35,157.00
				27,500.00	62,657.00	35,157.00

13.2211 HR * 1040 HRS PER YR = 13,750.00 ACTUAL EXPENDITURE

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1200-431-00-121-004-0-	113	PCT. 1 ADM. -	REG F/T EMPLOYEES	$7,657.00
2-1200-431-00-121-004-0-	114	PCT. 1 ADM. -	REG P/T EMPLOYEES	$13,750.00
2-1200-431-00-121-004-0-	211	PCT. 1 ADM. -	HEALTH INSURANCE	$4,068.28
2-1200-431-00-121-004-0-	212	PCT. 1 ADM. -	LIFE INSURANCE	$26.38
2-1200-431-00-121-004-0-	220	PCT. 1 ADM. -	FICA	$1,599.99
2-1200-431-00-121-004-0-	230	PCT. 1 ADM. -	RETIREMENT	$2,081.03
2-1200-431-00-121-004-0-	250	PCT. 1 ADM. -	UNEMPLOYMENT COMP	$104.57
2-1200-431-00-121-004-0-	260	PCT. 1 ADM. -	WORKER'S COMP	$0.00
			2012 Budgetary Impact	$29,287.25

2013 Budgetary Impact: $29,472.68

Possible Funding Sources: RD MAINTENANCE FUNDS

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1200-431-00-121-004-0

AI - 30347

PCT 1 ADMINISTRATION

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	EXEC. ASST. FOR COMMUNITY & INTERGOVI	0	0	$0.00	$85,000.00	$85,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$85,000.00
0002	113	DIRECTOR OF MANAGEMENT SUPPORT	0	0	$0.00	$65,000.00	$65,000.00	$660.00	$0.00	$0.00	$0.00	$0.00	$65,660.00
0003	113	ADMINISTRATIVE ASSISTANT IV	0	0	$0.00	$50,000.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,000.00
0005	113	COMMUNITY LIAISON	0	0	$0.00	$55,000.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,000.00
0006	113	PERSONNEL SPECIALIST	0	0	$0.00	$52,000.00	$52,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52,000.00
0007	113	ACCOUNTANT III	0	0	$0.00	$50,000.00	$48,500.00	$360.00	$0.00	$0.00	$0.00	$0.00	$48,860.00
0008	113	CLERK IV	0	0	$0.00	$37,000.00	$32,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,500.00
0009	113	CLERK IV	0	0	$0.00	$37,000.00	$37,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,000.00
0010	113	CLERK IV	0	0	$0.00	$37,000.00	$36,000.00	$480.00	$0.00	$0.00	$0.00	$0.00	$36,480.00
0011	113	CLERK IV	0	0	$0.00	$35,500.00	$35,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,500.00
0012	113	ADMINISTRATIVE ASSISTANT IV	0	0	$0.00	$48,000.00	$48,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$48,000.00
0013	113	CLERK	0	0	$0.00	$27,500.00	$27,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,500.00
0014	113	CALL CENTER MANAGER	0	0	$0.00	$51,000.00	$51,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$51,000.00
0015	113	ADMINISTRATIVE ASSISTANT III	0	0	$0.00	$36,000.00	$36,000.00	$840.00	$0.00	$0.00	$0.00	$0.00	$36,840.00
	114	**CHANGE WORK STATUS FROM FULL-TIME TO PART-TIME**											
0016	~~113~~	**CLERK**	**0**	**0**	**$0.00**	**$27,500.00**	**$27,500.00**	**$720.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$28,220.00**
		CREATE THE FOLLOWING:											
0017	**113**	**ADMINISTRATIVE ASSISTANT III**	**0**	**0**	**$0.00**	**$35,157.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
					$0.00	$728,657.00	$681,500.00	$3,060.00	$0.00	$0.00	$0.00	$0.00	$684,560.00

1. Approval to create one (1) Administrative Assistant III position, slot no. 0017, budgeted salary $35,157.00
2. Approval to change one (1) Clerk position, slot no. 0016 from regular full-time status to regular part-time work status, budgeted salary $27,500.00 ($13.22 Hourly rate).
PERSONNEL ACTIONS PENDING CC APPROVAL.

DATE: January 3, 2012

DEPARTMENT HEAD: Sergio Cruz

2012
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 1 RD Adm

ACCOUNT NUMBER: 2-1200-431-00-121-00X-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				
2-1200-431-00-121-005-0-	113	PCT1 RD MAINT -	REG F/T EMPLOYEES	(9,407.00)
2-1200-431-00-121-005-0-	114	PCT1 RD MAINT -	REG P/T EMPLOYEES	(12,000.00)
2-1200-431-00-121-005-0-	211	PCT1 RD MAINT -	HEALTH INSURANCE	(4,068.28)
2-1200-431-00-121-005-0-	212	PCT1 RD MAINT -	LIFE INSURANCE	(26.38)
2-1200-431-00-121-005-0-	220	PCT1 RD MAINT -	FICA	(1,599.99)
2-1200-431-00-121-005-0-	230	PCT1 RD MAINT -	RETIREMENT	(2,081.03)
2-1200-431-00-121-005-0-	250	PCT1 RD MAINT -	UNEMPLOYMENT COMP	(104.57)
TO				
2-1200-431-00-121-004-0-	113	PCT. 1 RD ADM. -	REG F/T EMPLOYEES	7,657.00
2-1200-431-00-121-004-0-	114	PCT. 1 RD ADM. -	REG P/T EMPLOYEES	13,750.00
2-1200-431-00-121-004-0-	211	PCT. 1 RD ADM. -	HEALTH INSURANCE	4,068.28
2-1200-431-00-121-004-0-	212	PCT. 1 RD ADM. -	LIFE INSURANCE	26.38
2-1200-431-00-121-004-0-	220	PCT. 1 RD ADM. -	FICA	1,599.99
2-1200-431-00-121-004-0-	230	PCT. 1 RD ADM. -	RETIREMENT	2,081.03
2-1200-431-00-121-004-0-	250	PCT. 1 RD ADM. -	UNEMPLOYMENT COMP	104.57
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund salaries and related fringe benefit expenditures related to the creation of one (1) Administrative Assistant III position, slot no. 0017 and the change in status from full-time to part-time for one (1) Clerk position, slot no. 0016 under the Pct. 1 Adm account.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 ADM. (121-004) DATE: 12/29/2011

CURRENT POSITION TITLE: N/A CURRENT SLOT #: 0017

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT III

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 35,157.00	$ 35,157.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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)

Upon evaluation of the Department it is determined that this position is needed to assist the Department with the high demand of workload.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	1-3-12 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	01.03.12 Date	PERSONNEL PROCEDURES COMPLETED	[—]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/3/2012 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT. 1 ADM. (121-004) DATE: 12/29/2011

CURRENT POSITION TITLE: CLERK CURRENT SLOT #: 0016

REQUESTED POSITION TITLE: CLERK

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other change from full-time to part-time status

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

POSITION SALARY REQUEST:

Salary Amount:

$ 27,500.00 Current G&S/ Budgeted Salary $ 27,500.00 Proposed G&S/ Budgeted Salary $ 0.00 Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other

POSITION Type:

Full Time Employee Object 113 [ ] Part Time Employee Object 114 [X] 13.2211 Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ 13.2211 * 2080 hrs = 27,500.00 Hourly Rate "2,080 hrs. per year = Annual Salary

13.2211 * 1040 hrs per yr =13,750.00 Actual Expenditures

TEMPORARY POSITIONS:

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

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [X]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

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

Requesting to change the status from the full time position to a part time clerk position to accommodate the employee's needs due to health reasons.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	1-3-12 Date	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES		NO
2. Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	01-03-12 Date	PERSONNEL PROCEDURES COMPLETED	✓	YES		NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	1/3/2012 Date	BUDGET PROCEDURES COMPLETED	✓	YES		NO
4. COMMISSIONERS' COURT APPROVAL	Date					

AI-30378 **12. B.**

CC REGULAR

Meeting Date: 01/10/2012

Submitted By: Noe Montes, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Requesting approval to reimburse various Colonia Saenz residents for monies deposited in an escrow account for pipe installation with authority for County Treasurer to issue check/payment after review, audit, and processing procedures are completed by the County Auditor:

Name	Amount
Victor Cortez	$89.00
Pedro and Gloria Rodriguez	89.00
Pedro Rodriguez, Jr.	89.00
Daniel R. Saenz	89.00
Juan A. Sanchez	89.00
Juan A. Longoria	89.00
Ruben Rodriguez	89.00
Adrian Pena	89.00
Total	**$712.00**

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-121-005-0-890

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

BUDGETARY IMPACT:

Emergency transfer will be processed to fund the reimbursement request for various Colonia Saenz residents.

Attachments

Colonia Saenz Reimbursements

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	01/04/2012 08:01 AM
Ivan Cantu	Ivan Cantu	01/04/2012 03:22 PM
Budget & Management	Merlen P. Munoz	01/04/2012 08:01 AM
Ivan Cantu	Ivan Cantu	01/04/2012 03:22 PM
Auditor's Office		

Purchasing Department

Form Started By: Noe Montes Started On: 01/03/2012 04:50 PM

< 42095 >

343

14. D. 1

DATE: 26-May-04

DEPARTMENT HEAD: COMMISSIONER SYLVIA S. HANDY

DEPARTMENT NAME: PCT. 1

ACCOUNT NUMBER: 4-1201-841-30-121-001-0-000

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S... Articles 689a-11, 1666a. and 1666b.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE (OBJECT) NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
4-1201-431-00-121-005-0-674	PIPES	$ 7,486.50
~~4-1201-341-00-121-001-0-000~~	~~SUBD CULVERT REVENUE~~	7,486.50
4-1201-364-00-000-000-0-000	Contributions & Donations →	

TOTAL BUDGET INCREASE REQUEST $ 7,486.50

REASON: TO APPROPRIATE CULVERT REVENUES FROM ESCROW ACCOUNTS (COLONIA SAENZ, CHAPA III, CHAPA I, & SUAREZ SUBDIVISION TO UTILIZE IN ORIGINAL EXPENSE ACCOUNTS.

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

DEPARTMENT HEAD SIGNATURE NOE MONTEZ

APPROVED COMMISSIONERS' COURT

6/1/04
DATE

ATTEST COUNTY COURT

COUNTY AUDITOR'S FORM: SFA-CA-016

ENTERED JUN - 1 2004

APPROVED BY
COMMISSIONERS' COURT
ON: 6/1/04

Journal Entry

JE- 42117

PREPARED BY: Rey Salazar DATE: 06/02/04

APPROVED BY: DATE: 6/3/04

Account Name	Account Number	Debit	Credit
R&B PCT.1-ESCROW-COLONIA SAENZ	4-1201-211-00-000-001-0-000	$ 1,068.00	
R&B PCT.1-ESCROW-CHAPA III S/D	4-1201-211-00-000-002-0-000	$ 2,494.00	
R&B PCT.1-ESCROW-CHAPA I S/D	4-1201-211-00-000-003-0-000	$ 2,835.00	
R&B PCT.1-ESCROW-SUAREZ S/D	4-1201-211-00-000-004-0-000	$ 1,089.50	$ 7,489.50
R&B PCT.1-CONTRIBUTIONS & DONATIONS	4-1201-364-00-000-000-0-000		
TOTALS:		$ 7,486.50	$ 7,489.50

COMMENTS: RECORD CONTRIBUTION FROM COLONIA SAENZ, CHAPA III, CHAPA I AND SUAREZ S/D PER CC 6/1/04.

DUPLICATE

10. Planning Department – Raul Sesin: APPROVED
    A. Release and Renewal of Remainder Letter of Credit:
        1. Tower Trails Subdivision – Pct. #4 (Jack McClelland)

11. County Library System – Rusty Dove: NO ACTION
    A. Approval of Annual Software Maintenance Agreement for Sirsi for the effective period of August 01, 2004-July 31, 2005

12. Right of Way – Godfrey Garza: NO ACTION
    A. Authorization to enter into an Agreement to Contribute funds with the Texas Department of Transportation in the amount of $ 98,463.00 for the Bus. 83 – Palmview - .5 Miles west of Showers Rd. to Bus. 83
    B. Approval of budget amendment to fund project in the amount of $ 98,463.00 from the 2001 Bond Series

13. Head Start – Teresa Flores: APPROVED
    A. Discussion and approval of change in summer schedule of central office Head Start Staff

14. Budget Office – Valde Guerra: APPROVED
    A. Consider and approve 2004 Business Agreements as prescribed by HIPAA Regulations
    B. Discussion, consideration and action on participation with Workforce Solutions as it pertains to Work Site Training Employer Agreement for Summer Youth Internship – June 7, 2004 through July 30, 2004
    C. Pct. #2 – Parks:
        1. Approval to unappropriate funds from Pct. #2 Parks in order to adjust fund balance
    D. Pct. #1:
        1. Approval of budget appropriation - $ 7,486.50
    E. Pct. #1 – Border Colonia Access Program:
        1. Approval of line item transfers
    F. Computer Department:
        1. Approval to create obj. #890 & line item transfer
    G. Constable Pct. #3:
        1. Approval to create obj. 661 & line item transfer
    H. District Attorney:
        1. Approval to create obj. 746 & line item transfer – Grand Jury Acct.
        2. Approval to create obj. 533 & line item transfer – D.A. Inv. Fund
        3. Approval to create obj. 121 & 583 & line item transfer – D.A. Checks Acct.
        4. Approval to create a temporary part-time position and set salary in D.A. Checks Acct.
        5. Request approval and authorization to extend the payment of salaries & fringe benefits and operating expenses for employees from the D.A.'s Office and Sheriff's Office assigned to the Combined Governmental Drug Enforcement and Special Crimes Task Force Grant until we receive the new grant award notification

15. Human Services – Rudy De La Viña: INFORMATION ONLY
    A. Discussion and/or action, including, but not limited to the following items:
        1. Authorization to pay claims: 2003_____2004_____
        2. Indigent Health Care expenditures

JOEL QUINTANILLA
County Commissioner
Hidalgo County PCT. 1

RECEIVED BY
HIDALGO COUNTY TREASURER
2011 SEP 19 PM 4 02

September 15, 2011

Mr. Alfredo Zamarripa
Chief Deputy 1
Hidalgo County Treasurer
Edinburg, TX 78539

Re: Escrow Monies Reimbursement – Colonia Saenz Residents
Mile 2 ¼ E., Mercedes, Texas

Dear Mr. Zamarripa:

Please be informed that I am in agreement that the below-mentioned residents be reimbursed of their escrow monies ($89.00 each) as formally requested by the residents themselves (see attachments).

1. Victor Cortez
2. Pedro and Gloria Rodriguez
3. Pedro Rodriguez, Jr.
4. Daniel R. Saenz
5. Juan A. Sanchez
6. Juan A. Longoria
7. Ruben Rodriguez
8. San Juana Pena

If you have any questions, please do not hesitate to contact Martha Mena, Executive Assistant at 956-968-8733, Ext. 1002.

Sincerely yours,

Commissioner Joel Quintanilla, Precinct 1

Attachments – as stated

1902 Joe Stephens Ave. • Weslaco, TX 78596
Office: (956) 968-8733 • Fax (956) 969-1417 • Email: joel.quintanilla@co.hidalgo.tx.us

Official County Receipt
Office Of The Hidalgo County Treasurer

Control No. A 58620

Received From: COLONIA SAENZ-PRCT 1

Receipt No. 0000058620

Date 10/09/98

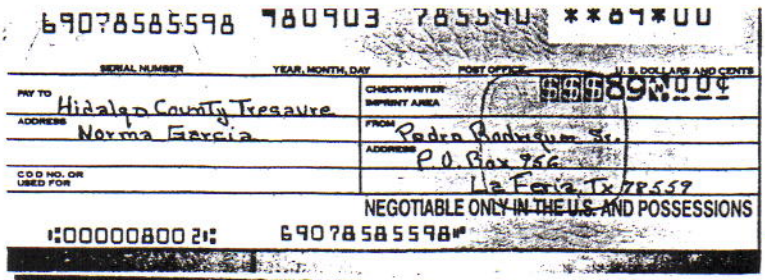
Cashier TM

For: GLORIA/DANIEL SAENZ

Cash Check	No.	Description	Account Name	Account Number	Amount
CH	17979030	JUAN A SANCHEZ	R&B PCT#1 ESCROW	8-030-225-000-10	89.00
CH	78585598	PEDRO RODRIGUEZ SR	R&B PCT#1 ESCROW	8-030-225-000-10	89.00
CH	78585587	PEDRO RODRIGUEZ JR	R&B PCT#1 ESCROW	8-030-225-000-10	89.00
CH	17979031	DANIEL R SAENZ	R&B PCT#1 ESCROW	8-030-225-000-10	89.00
CH	25119123	RUBEN RODRIGUEZ	R&B PCT#1 ESCROW	8-030-225-000-10	89.00
CH	25119096	JUAN A LONGORIA	R&B PCT#1 ESCROW	8-030-225-000-10	89.00
CH	24805632	VICTOR CORTEZ	R&B PCT#1 ESCROW	8-030-225-000-10	89.00
CH	[redacted]		R&B PCT#1 ESCROW	8-030-225-000-10	89.00
CH	37667074	ALFREDO CAPETILLO	R&B PCT#1 ESCROW	8-030-225-000-10	89.00
CH	25119097	ADRIAN PENA	R&B PCT#1 ESCROW	8-030-225-000-10	89.00
CH	78585453	SONIA BENAVIDEZ	R&B PCT#1 ESCROW	8-030-225-000-10	89.00
CH	25119555	ROSALINDA RIOJAS	R&B PCT#1 ESCROW	8-030-225-000-10	89.00

CHECK	1,068.00	CREDIT MEMO	0.00
CASH	0.00	*** TOTAL	1,068.00

White Copy - Depositor Yellow Copy - Auditor Pink Copy - Treasurer



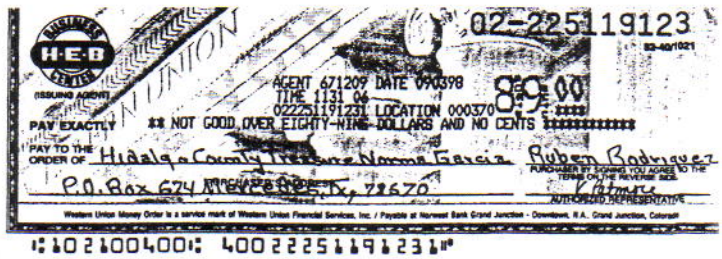
69078585598 980903 785590 **89*00

SERIAL NUMBER | YEAR, MONTH, DAY | POST OFFICE | U.S. DOLLARS AND CENTS

PAY TO: Hidalgo County Tresaure
ADDRESS: Norma Garcia
CHECKWRITER IMPRINT AREA
$$$89.00¢
FROM: Pedro Rodriguez Jr.
ADDRESS: P.O. Box 956
La Feria, Tx 78559
COD NO. OR USED FOR

NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS

:00000800 2: 69078585598



H-E-B (ISSUING AGENT)
02-225119123
AGENT 671209 DATE 090398
TIME 1131 06
022251191231 LOCATION 000370
$89.00
PAY EXACTLY ** NOT GOOD OVER EIGHTY-NINE DOLLARS AND NO CENTS **********
PAY TO THE ORDER OF Hidalgo County Tresaure Norma Garcia
P.O. Box 674 Mercedes, Tx, 78570
PURCHASER'S ADDRESS
Ruben Rodriguez
PURCHASER SIGNING YOU AGREE TO THE TERMS ON THE REVERSE SIDE.
AUTHORIZED REPRESENTATIVE
Western Union Money Order is a service mark of Western Union Financial Services, Inc. / Payable at Norwest Bank Grand Junction - Downtown, N.A. Grand Junction, Colorado

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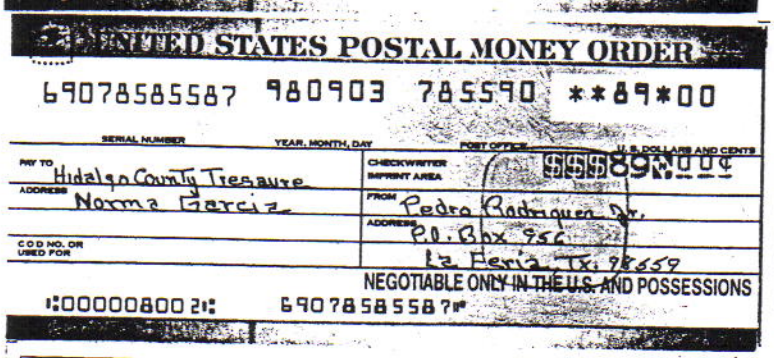


UNITED STATES POSTAL MONEY ORDER

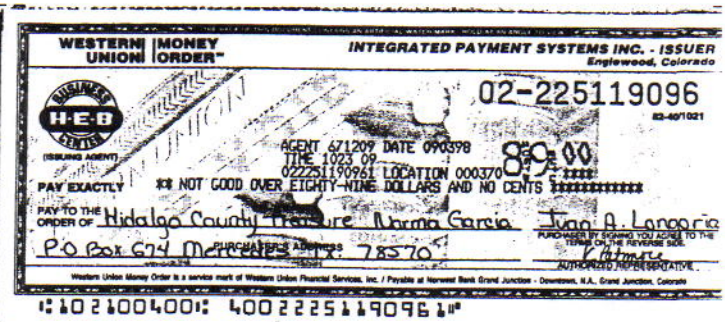
69078585587 980903 785590 **89*00

SERIAL NUMBER | YEAR, MONTH, DAY | POST OFFICE | U.S. DOLLARS AND CENTS

PAY TO: Hidalgo County Tresaure
ADDRESS: Norma Garcia
CHECKWRITER IMPRINT AREA
$$$89.00¢
FROM: Pedro Rodriguez Jr.
ADDRESS: P.O. Box 956
La Feria, Tx 78559
COD NO. OR USED FOR

NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS

:00000800 2: 69078585587



WESTERN UNION MONEY ORDER
INTEGRATED PAYMENT SYSTEMS INC. - ISSUER
Englewood, Colorado
H-E-B (ISSUING AGENT)
02-225119096
AGENT 671209 DATE 090398
TIME 1023 09
022251190961 LOCATION 000370
$89.00
PAY EXACTLY ** NOT GOOD OVER EIGHTY-NINE DOLLARS AND NO CENTS **********
PAY TO THE ORDER OF Hidalgo County Tresaure Norma Garcia
P.O Box 674 Mercedes, Tx. 78570
PURCHASER'S ADDRESS
Juan A. Lanoaria
PURCHASER SIGNING YOU AGREE TO THE TERMS ON THE REVERSE SIDE.
AUTHORIZED REPRESENTATIVE
Western Union Money Order is a service mark of Western Union Financial Services, Inc. / Payable at Norwest Bank Grand Junction - Downtown, N.A. Grand Junction, Colorado

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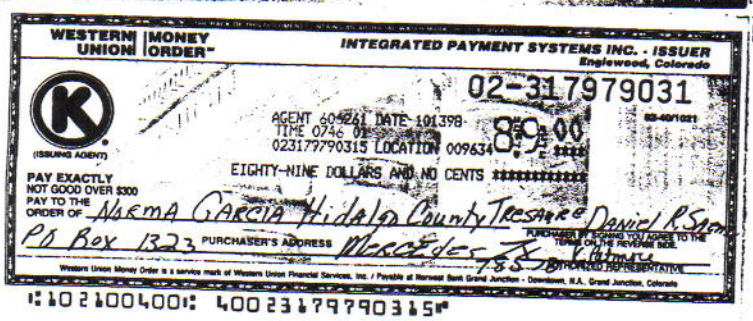
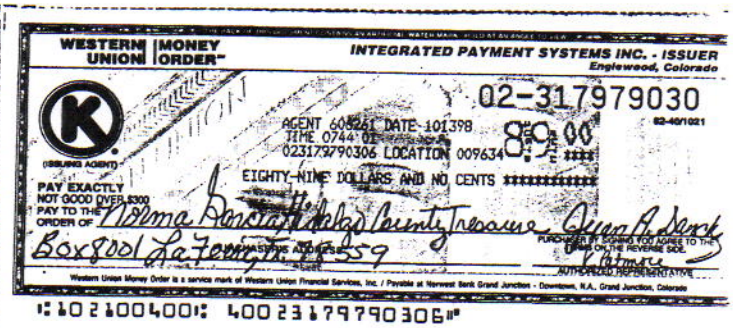


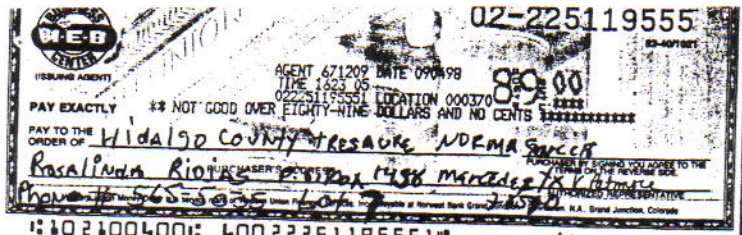
WESTERN UNION MONEY ORDER
INTEGRATED PAYMENT SYSTEMS INC. - ISSUER
Englewood, Colorado
(ISSUING AGENT)
02-317979031
AGENT 608261 DATE 101398
TIME 0746 01
023179790315 LOCATION 009634
$89.00
PAY EXACTLY NOT GOOD OVER $300
EIGHTY-NINE DOLLARS AND NO CENTS **********
PAY TO THE ORDER OF NORMA GARCIA Hidalgo County Tresaure Daniel R Sa
PO Box 1323 PURCHASER'S ADDRESS Mercedes, TX
PURCHASER SIGNING YOU AGREE TO THE TERMS ON THE REVERSE SIDE.
AUTHORIZED REPRESENTATIVE
Western Union Money Order is a service mark of Western Union Financial Services, Inc. / Payable at Norwest Bank Grand Junction - Downtown, N.A. Grand Junction, Colorado

:102100400: 400231797903155



WESTERN UNION MONEY ORDER
INTEGRATED PAYMENT SYSTEMS INC. - ISSUER
Englewood, Colorado
(ISSUING AGENT)
02-317979030
AGENT 608261 DATE 101398
TIME 0744 01
023179790306 LOCATION 009634
$89.00
PAY EXACTLY NOT GOOD OVER $300
EIGHTY-NINE DOLLARS AND NO CENTS **********
PAY TO THE ORDER OF Norma Garcia Hidalgo County Tresaure Juan A. Garc
Box 8001 Laferia, TX 78559 PURCHASER'S ADDRESS
PURCHASER SIGNING YOU AGREE TO THE TERMS ON THE REVERSE SIDE.
AUTHORIZED REPRESENTATIVE
Western Union Money Order is a service mark of Western Union Financial Services, Inc. / Payable at Norwest Bank Grand Junction - Downtown, N.A. Grand Junction, Colorado

:102100400: 400231797903065



H-E-B CENTER (ISSUING AGENT)

02-225119555

82-40/1021

AGENT 671209 DATE 090498
TIME 1623 05
022251195551 LOCATION 000370

PAY EXACTLY ** NOT GOOD OVER EIGHTY-NINE DOLLARS AND NO CENTS

$89.00

PAY TO THE ORDER OF Hidalgo County Treasure NORMA Garcia

PURCHASER'S ADDRESS Rosalinda Rivas P.O. Box 1438 Mercedes Tx 78570

PURCHASER SIGN HERE TO ACCEPT THE TERMS ON THE REVERSE SIDE

AUTHORIZED REPRESENTATIVE

Phone No. 565-5035

Issued by Norwest Bank Grand Junction, N.A. Grand Junction, Colorado

⑆102100400⑆ 400222511955514

9193766707

MONEY ORDER

IMPORTANT - SEE BACK BEFORE CASHING

$**89.00

EIGHTY-NINE **** DOLLARS 00 CENTS

PAY TO THE ORDER OF NORMA Garcia Hidalgo County Treasurer

PURCHASER, BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

Alfredo Capetillo

PURCHASER, SIGNER FOR DRAWER

Rt 4 Box 2150 Mercedes Tx. 78570

ADDRESS

Payable Thru Norwest Bank Minn. Sx. N.A. Faribault, MN

ISSUER/DRAWER: TRAVELERS EXPRESS COMPANY, INC.

937996030080300
036940024128707

⑆091900533⑆ 919 3766707 4⑈ 90

UNITED STATES POSTAL MONEY ORDER

69078585453 980901 785590 **89*00

SERIAL NUMBER YEAR, MONTH, DAY POST OFFICE U.S. DOLLARS AND CENTS

PAY TO Hidalgo County Treasure
Norma Garcia

CHECKWRITER IMPRINT AREA

$$$89.00¢

ADDRESS

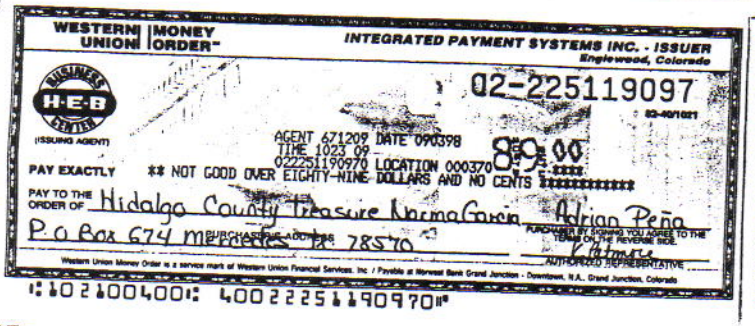
FROM Sonia Benavidez

ADDRESS P.O. Box 933.51
La Feria Tx 78559 Cl. Saenz

C.O.D. NO. OR USED FOR

NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS

⑆00000800 2⑆ 69078585453⑈



WESTERN UNION | MONEY ORDER®

INTEGRATED PAYMENT SYSTEMS INC. - ISSUER
Englewood, Colorado

H-E-B CENTER (ISSUING AGENT)

02-225119097

82-40/1021

AGENT 671209 DATE 090398
TIME 1023 09
022251190970 LOCATION 000370

PAY EXACTLY ** NOT GOOD OVER EIGHTY-NINE DOLLARS AND NO CENTS

$89.00

PAY TO THE ORDER OF Hidalgo County Treasure NormaGarcia Adrian Peña

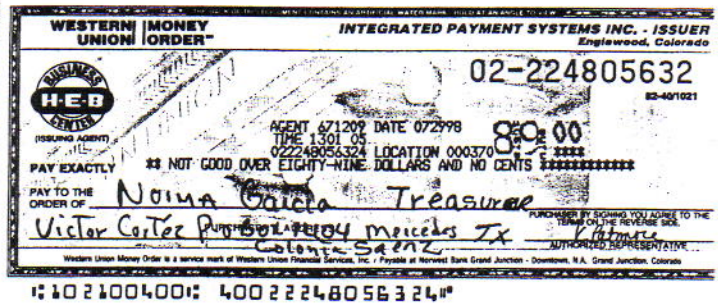
PURCHASER'S ADDRESS P.o Box 674 Mercedes Tx 78570

PURCHASER SIGN HERE TO ACCEPT THE TERMS ON THE REVERSE SIDE

AUTHORIZED REPRESENTATIVE

Western Union Money Order is a service mark of Western Union Financial Services, Inc. / Payable at Norwest Bank Grand Junction - Downtown, N.A. Grand Junction, Colorado

⑆102100400⑆ 400222511909708



WESTERN UNION | MONEY ORDER®

INTEGRATED PAYMENT SYSTEMS INC. - ISSUER
Englewood, Colorado

H-E-B CENTER (ISSUING AGENT)

02-224805632

82-40/1021

AGENT 671209 DATE 072998
TIME 1301 05
022248056324 LOCATION 000370

PAY EXACTLY ** NOT GOOD OVER EIGHTY-NINE DOLLARS AND NO CENTS

$89.00

PAY TO THE ORDER OF Norma Garcia Treasurer

PURCHASER'S ADDRESS Victor Cortez P.O. Box 1104 Mercedes Tx Colonia Saenz

PURCHASER SIGN HERE TO ACCEPT THE TERMS ON THE REVERSE SIDE

AUTHORIZED REPRESENTATIVE

Western Union Money Order is a service mark of Western Union Financial Services, Inc. / Payable at Norwest Bank Grand Junction - Downtown, N.A. Grand Junction, Colorado

⑆102100400⑆ 400222480563248

DETAIL ACCOUNT INQUIRY

Account No. [8][030][225][000][10]

R&B PCT#1 ESCROW-COLONIA SAENZ

BALANCE SHEET

Period [13] Period/YTD (P/Y) [Y]
[ ]

	Beginning Balance	Ending Balance
Original Budget	0.00	0.00
Adjusted Budget	0.00	0.00
Encumbrances	0.00	0.00
Actual	0.00	1,068.00
Available/Receivable	0.00	0.00

CASH RECEIPTS

8-030-225-000-10 R&B PCT#1 ESCROW-COLONIA SAENZ

DATE	REFERENCE NO	DESCRIPTION	AMOUNT
10/09/98	0000058620 TM	COLONIA SAENZ-P JUAN A SANCHEZ	89.00CR
10/09/98	0000058620 TM	COLONIA SAENZ-P PEDRO RODRIGUEZ SR	89.00CR
10/09/98	0000058620 TM	COLONIA SAENZ-P PEDRO RODRIGUEZ JR	89.00CR
10/09/98	0000058620 TM	COLONIA SAENZ-P DANIEL R SAENZ	89.00CR
10/09/98	0000058620 TM	COLONIA SAENZ-P RUBEN RODRIGUEZ	89.00CR
10/09/98	0000058620 TM	COLONIA SAENZ-P JUAN A LONGORIA	89.00CR
10/09/98	0000058620 TM	COLONIA SAENZ-P VICTOR CORTEZ	89.00CR
10/09/98	0000058620 TM	COLONIA SAENZ-P MARTHA M MARTINEZ	89.00CR
10/09/98	0000058620 TM	COLONIA SAENZ-P ALFREDO CAPETILLO	89.00CR
10/09/98	0000058620 TM	COLONIA SAENZ-P ADRIAN PENA	89.00CR
10/09/98	0000058620 TM	COLONIA SAENZ-P SONIA BENAVIDEZ	89.00CR
10/09/98	0000058620 TM	COLONIA SAENZ-P ROSALINDA RIOJAS	89.00CR
		***** TOTAL *****	1,068.00CR

58 - THIS IS THE LAST PAGE

Run Date 06/03/04 01:56 PM | Hidalgo County | Page No 1

For 01/01/04 - 01/31/05 | Trial Balance | FJBAS05A

Periods 01 - 13 | General Report Specifications

1001

Account No \ Description	Beginning Balance	Debits	Credits	Ending Balance
4-1201-211-00-000-001-0-000 R&B PCT.1-ESCROW-COLONIA SAENZ	-1,068.00	.00	.00	-1,068.00
4-1201-211-00-000-002-0-000 R&B PCT.1-ESCROW-CHAPA III S/D	-1,900.00	.00	594.00	-2,494.00
4-1201-211-00-000-003-0-000 R&B PCT.1-ESCROW-CHAPA I S/D	-2,835.00	.00	.00	-2,835.00
4-1201-211-00-000-004-0-000 R&B PCT.1-ESCROW-SUAREZ S/D	-1,089.50	.00	.00	-1,089.50
TOTAL R&B PRECINCT NO.1	**-6,892.50**	**.00**	**594.00**	**-7,486.50**
TOTAL YEAR 3	**-6,892.50**	**.00**	**594.00**	**-7,486.50**

Journal Detail - FAINQ04A 08/31/07 2:15 pm

Journal Detail

☐ Show Controls

Batch Year 4 Batch No. 294 Reference No JE-42117

Account No	Journal Description	Debit	Credit	Journal Date	Account Per.	Type
4-1201-211-00-000-001-0-000	REC D&C FR COLONIA SAENZ CC 6/1/04	1,068.00		06-03-2004	06	22
4-1201-211-00-000-002-0-000	REC D&C FR CHAPA III S/D CC 6/1/04	2,494.00		06-03-2004	06	22
4-1201-211-00-000-003-0-000	REC D&C FR CHAPA I S/D CC 6/1/04	2,835.00		06-03-2004	06	22
4-1201-211-00-000-004-0-000	REC D&C SUAREZ S/D CC 6/1/04	1,089.50		06-03-2004	06	22
4-1201-364-00-000-000-0-000	REC D&C FR SAENZ,CHAPA3&1SUAREZ CC6/1/04		7,486.50	06-03-2004	06	81

Account Inquiry - FAINQ01A 06/10/11 1:00 pm

Account No 4-1201-211-00-000-002-0-000 Accounting Period 13 ○ Period ◉ YTD 60187 pq 06 0 1 -1

Acct. Year 4 Previous Year Info. Description R&B PCT.1-ESCROW-CHAPA III S/D

Budgets | Open Encumb | Encumb Detail | All Encumb | Checks | Unposted Pay | Unprinted Pay | AJE | Recpts/Inv | Requisitio

Reference No		Date	Received From	Description	Period	Amount
87400	(R)	04-07-2004	PCT. #1 CHAPA #3 S/D	JUAN D. MEZA	04	94.00
87400	(R)	04-07-2004	PCT. #1 CHAPA #3 S/D	GUADALUPE GONZALEZ	04	100.00
87400	(R)	04-07-2004	PCT. #1 CHAPA #3 S/D	SAN JUANITA&NELDA ZUNIGA LT15	04	100.00
87400	(R)	04-07-2004	PCT. #1 CHAPA #3 S/D	JOSE&GABRIEL CANTU BLK1 LOT16	04	100.00
87400	(R)	04-07-2004	PCT. #1 CHAPA #3 S/D	MARGARITO & MIRIAM LOT 10&11	04	200.00
						594.00

Account Inquiry - FAINQ06A 06/14/06 10:00am

Account Number	Description
9-1201-211-00-000-001-0-000	R&B PCT.1-ESCROW-COLONIA SAENZ

Year	Original Budget	Adjusted Budget	Encumbrance	Actual	VARIANCE	PERCENT
YEAR 9	.00	.00	.00	.00	.00	.0
YEAR 8	.00	.00	.00	.00	.00	.0
YEAR 7	.00	.00	.00	.00	.00	.0
YEAR 6	.00	.00	.00	.00	.00	.0
YEAR 5	.00	.00	.00	.00	.00	.0
YEAR 4	.00	.00	.00	.00	.00	.0
YEAR 3	.00	.00	.00	1,068.00	1,068.00-	.0
YEAR 2	.00	.00	.00	1,068.00	1,068.00-	.0

Journal Detail - FAINQ04A 08/31/07 2:15 pm

Journal Detail

☐ Show Controls

Batch Year 4 Batch No. 294 Reference No JE-42117

Account No	Journal Description	Debit	Credit	Journal Date	Account Per.	Type
4-1201-211-00-000-001-0-000	REC D&C FR COLONIA SAENZ CC 6/1/04	1,068.00		06-03-2004	06	22
4-1201-211-00-000-002-0-000	REC D&C FR CHAPA III S/D CC 6/1/04	2,494.00		06-03-2004	06	22
4-1201-211-00-000-003-0-000	REC D&C FR CHAPA I S/D CC 6/1/04	2,835.00		06-03-2004	06	22
4-1201-211-00-000-004-0-000	REC D&C SUAREZ S/D CC 6/1/04	1,089.50		06-03-2004	06	22
4-1201-364-00-000-000-0-000	REC D&C FR SAENZ,CHAPA3&1SUAREZ CC6/1/04		7,486.50	06-03-2004	06	81

JOEL QUINTANILLA
County Commissioner
Hidalgo County PCT. 1

January 3, 2012

Mr. Alfredo Zamarripa
Chief Deputy 1
Hidalgo County Treasurer
Edinburg, Texas 78539

Re: Escrow Monies Reimbursement- Colonia Saenz Residents
Mile 2 ¼ E., Mercedes, Texas

Dear Mr. Zamarripa:

As a follow up to a letter dated September 15, 2011, in which we were requesting 8 residents of Colonia Saenz to be reimbursed $89.00 each for pipes that were never installed.

Please be advised that we are requesting again for these residents to be reimbursed. They deposited monies in an escrow account in October 1998, and their pipes were never installed. Please note that these monies were appropriated into the Road & Bridge account in June 2004. Recently this Colonia was qualified under the Colonia Access Program and eventually these pipes were installed under this program sometime in November or December of 2011, along with 10 other residents that live in this Colonia that never deposited any monies.

If you have any questions, please do not hesitate to contact Martha Mena, Executive Assistant at 956-968-8733, Ext. 1002.

Sincerely,

Joel Quintanilla
Commissioner Pct. 1

1902 Joe Stephens Ave. • Weslaco, TX 78596
Office: (956) 968-8733 • Fax (956) 969-1417 • Email: joel.quintanilla@co.hidalgo.tx.us

AI-30348 **13. A. 4.**

CC REGULAR

Meeting Date: 01/10/2012

Submitted For: Martha L. Salazar **Submitted By:** Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval and acceptance of a "loyalty rewards" rebate check to Hidalgo County (as a valued customer) in the amount of $ 30,171.81 from Staples.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-360-00-000-000-0-000

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

BUDGETARY IMPACT:

Attachments

copy of check

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/28/2011 03:40 PM
Budget & Management	Merlen P. Munoz	12/28/2011 05:00 PM
Erika Zamora	Erika Zamora	12/29/2011 01:59 PM
Auditor's Office	Angela Garcia	12/29/2011 04:59 PM

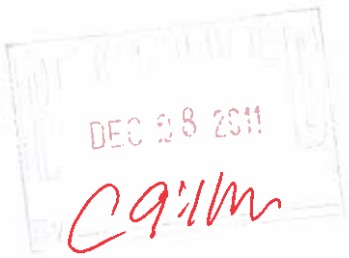
Form Started By: Nielda Cavazos Started On: 12/28/2011 10:53 AM

Final Approval Date: 12/29/2011

STAPLES

Vendor: 999992 HIDALGO COUNTY **Check:** 4296796 12/23/11

Invoice Number	Inv. Date	Charge Back	Invoice Notes	Invoice Amt	Disc Amt	Pay Amt
CRCREBATE110110103111C	12/19/11			30,171.81		30,171.81



Charge Back Codes:

RT1	Mdse. Returned to vendor	AA7	Carton Shortage
FTR	Freight out		
FGT	Freight in		
AA2	Unfavorable cost variance		

Total: $30,171.81 | 0.00 | $30,171.81

THIS IS WATERMARKED PAPER - DO NOT ACCEPT WITHOUT NOTING WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK

52-153
112

STAPLES
500 Staples Dr
P.O.Box 9368
Framingham, MA 01702

Bank of America, NA
Charlotte, NC 28255

Check No.	Check Date	Vendor No.
4296796	12/23/11	999992

Amount

**********$30,171.81

Thirty thousand one hundred seventy one and 81/100 Dollars

PAY To The Order Of

HIDALGO COUNTY
ATTN: PURCHASING
2802 SOUTH CLOSNER HIGHWAY 281
EDINBURG, TX 78539

Christine D'Amola
AUTHORIZED SIGNATURE
John D'Mahoney
AUTHORIZED SIGNATURE

MP

⑈04296796⑈ ⑆011201539⑆ 0080 027 747⑈

AI-30361 **13. A. 5.**

CC REGULAR

Meeting Date: 01/10/2012

Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval of Interlocal Agreement between Hidalgo County (County) and Hidalgo County Drainage District No. 1 (HCDD1) for consulting services to be provided by Brian Godinez d/b/a Godinez Communications with the County's Contract #C-11-117-08-02 pursuant to Commissioners Court approval of Work Authorization No.1 with reimbursement to the County by Hidalgo County Drainage District No. 1 as allowed under Section 2 of the Interlocal Cooperation Agreement as approved on April 22, 2008; and

b. Acceptance and approval of Work Authorization No. 1 in the amount of $34,275.00 to "Provide facilitation, organization and communications services and support for the Hidalgo County Drainage Advisory Committee" through Contract #C-11-117-08-02 with Brian Godinez d/b/a Godinez Communications.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

DBM WILL IDENTIFY FUNDING WITHIN THIS AGENDA MEETING AND IN ADDITION, REQUISITIONS WILL BE PROVIDED ONCE FUNDING HAS BEEN IDENTIFIED BY DBM.

Attachments

HCDD1 INTERLOCAL

Contract Documentation With Brian Godinez

Work Authorization #1

Interlocal Documentation

legals approval

insurance

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/29/2011 02:31 PM
Budget & Management	Merlen P. Munoz	12/29/2011 02:39 PM
Rosalinda Cantu	Rosie Cantu	12/29/2011 04:06 PM
Auditor's Office	Angela Garcia	12/29/2011 04:59 PM

Form Started By: Vangie Garcia Started On: 12/28/2011 04:06 PM

Final Approval Date: 12/29/2011

STATE OF TEXAS §
COUNTY OF HIDALGO §

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

THIS AGREEMENT is made on this the 22nd day of April, 2008, by and between HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, hereinafter referred to as "District", and HIDALGO COUNTY, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, District expects to receive government federal grant(s) or other federal funding for various levee barriers from the federal government;

WHEREAS, District previously utilized accounting and administrative services of County;

WHEREAS, County is experienced in administrative and accounting procedures for federal grant management;

WHEREAS, the parties hereto have determined it is beneficial to both parties to enter into this relationship for the receipt of the anticipated federal grant (s) or other funding by District and that the compensation to County hereunder is reasonable for the services provided by County to District; and

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

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

1. **Duties of County. County agrees to perform the following services for District:**

   A. County shall provide accounting for all federal grant(s) or other federal funding received by District as required by OMB Circulars A102 and 133 as well as all other accounting services and reports and requirements required of District as required or recommended by the federal agency or department providing grant(s) or other federal funding to District.

   B. The County shall assist the District if requested by the District, in preparation of documents including, but not limited to, resolutions, reports, agendas, and

meeting notices as may be necessary for the District's Board of Directors to conduct the administration of the federal grant(s) or other federal funding received by District.

C. The County shall assist District's Financial Officer in coordinating and maintaining records of District relating to the federal grant(s) or other federal funding.

2. **Additional Services.** County may, upon request by the District, provide any additional services upon such terms and conditions as may be mutually agreed to between District and County.

3. **Term of Agreement.** Unless termination occurs under the provisions of Paragraph 5.C of this Agreement, the term of this Agreement shall be one (1) year from the date hereof. This Agreement shall automatically renew for additional one (1) year periods unless prior to any anniversary date hereof, any party notifies the other in writing at least ninety (90) days prior to any such anniversary date of such party's termination of this Agreement on the next occurring anniversary date.

4. **Compensation of County.** For performing the duties set forth in numbered paragraph 1 under this Agreement, District agrees to compensate County at hourly rates as may from time to time be agreed by District and County but in no event shall the total compensation paid by District under this Agreement in any twelve month period exceed the sum of One Hundred Thousand Dollars ($100,000.00). Such agreed to hourly rates shall be in writing, signed and dated by the manager of the District and the department head of the department of County furnishing such services. The department head shall compute the hourly rates such that County receives no less than the actual cost to County of the services provided.

5. **Miscellaneous.**

A. This Agreement may be modified or amended only by agreement in writing executed by the District and County, and not otherwise.

B. This Agreement, including any exhibit attached hereto, constitutes the entire agreement and understanding between the parties hereto and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

C. Except as elsewhere provided herein, this Agreement is not assignable by either County or District, in whole or in part. Notwithstanding anything to the contrary herein, the District may, upon ninety (90) days written notice to County, terminate this Agreement upon County's negligence or willful misconduct in the administration of its duties under this Agreement.

D. The parties hereto each represent and warrant to the other that it has full right and authority to enter into this Agreement and to perform its obligations hereunder and that all actions required by law to be taken by each party as a condition precedent to the valid execution of this Agreement have been taken, and assuming due authorization, execution and delivery by the parties hereto, this Agreement constitutes a legal, valid and binding obligation of the parties enforceable in accordance with its terms.

E. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

F. County shall at all times be deemed an independent contractor with the District and this Agreement shall not be deemed to constitute the County as a partner or joint venturer with District.

G. Nothing herein contained shall be construed as prohibiting County from entering into agreements with other parties, which agreements are similar in nature or which contemplate activities similar to this Agreement.

H. **Notice.** Addresses for all notices, requests, demands or other documents which may be required to be given or delivered in accordance with the Agreement are as follows:

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

County: Hidalgo County, Texas
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

I. **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.

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

herein.

K. **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.

L. **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.

M. **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. Section 271.903.

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

HIDALGO COUNTY, TEXAS

Juan de Dios ("J.D") Salinas, III County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

HIDALGO COUNTY
DRAINAGE DISTRICT NO.1

By:
Printed Name: Juan D. Salinas, III
Title: Chairman of the Board of Directors

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

By:
Stephen L. Crain

EXHIBIT "A"

INTERLOCAL COOPERATION AGREEMENT

SCHEDULE OF PAYMENTS

The District agrees to pay County monthly and in advance:

1. For performing the duties set forth in numbered paragraph 1 under this Agreement the sum of $_____annually ($_____ monthly).

2. For providing Additional Services referred to in numbered paragraph 2 of this Agreement, an amount to be determined by mutual consent of the County and District.

STATE OF TEXAS §

COUNTY OF HIDALGO §

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT

This Amendment to Interlocal Cooperation Agreement is entered into by and between Hidalgo County Drainage District No. 1 ("District") and Hidalgo County ("County");

WHEREAS, on the 20th day of September, 2005, the District entered into an Interlocal Cooperation Agreement (the "Agreement") with County for accounting and procurement services to be provided to District by County; and

WHEREAS, the parties have mutually agreed to delete certain services provided District by County, add certain services provided to District by County, revise the compensation to County from District for such services, and to continue the Agreement under all other terms, conditions and covenants contained therein.

NOW THEREFORE, for the mutual consideration expressly herein, District and County agree as follows:

1. The provisions of the paragraph 1.C., 1.D., 1.E and 1.F of numbered paragraph 1 of the Agreement are hereby deleted in their entirety and paragraphs G. and H. of numbered paragraph 1 are re-lettered as paragraphs C. and D.

2. District and County entered into that certain Interlocal Cooperation Agreement dated December 28, 2006 ("Right of Way Agreement") which the District and County terminates by this Amendment on even date herewith. The following provision is added to the Agreement as paragraph 1.E:

> The County, through its Right of Way Department (the "Department"), shall assist the District with compliance and interpretation of procedures for right of way and real property acquisitions and all property acquisitions and real estate matters shall be conducted in the usual and customary manner of the Department on an as needed basis.

3. The provisions of paragraph A of Exhibit A to the Agreement is hereby deleted in its entirety and replaced with the following:

A. For performing the duties set forth in numbered paragraph 1 under this Agreement, District agrees to compensate County at hourly rates as may from time to time be agreed by District and County but in no event shall the total compensation paid by District under this Agreement in any twelve month period exceed the sum of One Hundred Thousand Dollars ($100,000.00). Such agreed to hourly rates shall be in writing, signed and dated by the manager of the District and the department head of the department of County furnishing such services. The department head shall compute the hourly rates such that County receives no less than the actual cost to County of the services provided.

4. All other terms, conditions and covenants set forth in the Engineering Agreement shall remain in force and effect.

EXECUTED on the 26th day of Dec., 2007.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1:

Juan De Dios Salinas, III Chairman Board of Director

DISTRICT:

HIDALGO COUNTY

Juan De Dios Salinas, III
County Judge

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
C-11-117-08-02

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **Brian Godinez, dba Godinez Communications**, Professional Consultant, of **McAllen, Texas**, hereinafter called the **"Consultant".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Consultant** to provide professional consulting services related to **"Professional Consulting Services To Assist, Assess, Review, And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sector (Including All Funding Sources, Programs, And Entities)"** hereinafter referred to as the **"Project"**.

NOW, THEREFORE, the **Owner** and the **Consultant** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Consultant. The **Owner** agrees to employ the **Consultant** and the **Consultant** agrees to perform professional consulting services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Consultant** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** *Services to be Provided by the Owner*, attached hereto and made a part of this Agreement. **CONSULTANT** agrees

to provide those services more particularly as described on **EXHIBIT "B"** attached hereto and made part of this agreement. **CONSULTANT** shall provide the services for the rates and fees described on **EXHIBIT "B"** attached hereto and made part of this agreement. Consultant shall commence work upon receipt of a Work Authorization issued by County.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Consultant**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Consultant** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

2.4 Non-Exclusive Services of Consultant, Hidalgo County reserves the right to request these services from other sources other than the consultant and shall not be in violation of any terms or conditions of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Consultant** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement will terminate on **August 2, 2012** hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Consultant** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Consultant** for work performed or costs incurred by the **Consultant** prior to the date authorized by the **Owner** for the **Consultant** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Consultant** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the

Termination Date by written supplemental agreement as provided in Article 8 hereof. The **Consultant** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Consultant** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Consultant**, followed by written confirmation from the **Owner** to the **Consultant** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Consultant**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Consultant**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Consultant.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Consultant** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Consultant.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Consultant** and the **Owner**.

(3) By the **Owner,** upon failure of the **Consultant** to fulfill the **Consultant's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Consultant** of such failure and the **Consultant** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Consultant**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Consultant** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Consultant.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Consultant.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Consultant** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Consultant** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Consultant** to fulfill the **Consultant's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the

work to completion. In such case, the **Consultant** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Consultant** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Consultant**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Consultant** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Consultant,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Consultant** under this Agreement, except the obligations set forth in Articles 11, 12, 13, 15, 16, 17, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Consultant** shall, from time to time during the progress of the work, confer with the **Owner**. The **Consultant** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Consultant's** services and work.

At the request of the **Owner** or the **Consultant**, conferences shall be provided at the **Consultant's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Consultant's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Consultant's** preliminary report will be addressed by the **Consultant** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Consultant's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Consultant's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Consultant** to determine the corrective action needed by either the **Owner** or the **Consultant.**

The **Consultant** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Consultant's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Consultant** within established time periods; this disclosure will be accompanied by a statement by the **Consultant** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Consultant, the Owner shall compensate the Consultant as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Consultant**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Consultant** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Consultant** for

Services shall be made by the **Owner**, upon presentation by the **Consultant** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Consultant** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Consultant,** the **Owner** shall pay the **Consultant** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement.

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Consultant** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Consultant** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Consultant** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Consultant** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner**

meets approving such payment, the **Owner** shall make payment to the **Consultant** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Consultant** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Consultant** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Consultant** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Consultant** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Consultant** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Consultant** delivers to the **Owner** an affidavit that so far as the **Consultant** has knowledge or information any and all amounts due for materials and services over which the **Consultant** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Consultant** hereunder if any one or more of the following conditions precedent exist:

The **Consultant** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(1) Any part of such payment is attributable to the **Consultant's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Consultant's** services which were performed in accordance with this Agreement.

(2) The **Consultant** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Consultant;**

(3) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Consultant's** services in accordance with this Agreement, no additional payments will be due the **Consultant** hereunder unless and until the **Consultant,** at its sole cost, performs a sufficient portion of the **Consultant's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Consultant's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Consultant's** services to which such partial payment related or relieves the **Consultant** of any of its obligations hereunder with respect thereto.

6.5 The **Consultant** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Consultant's** services.

6.6 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 of the **Consultant** appearing after completion of the **Project.** (2) failure of the **Consultant's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Consultant** except those previously made in writing and identified by the **Consultant** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Consultant** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Consultant** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Consultant** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Consultant** will prepare a **Work Authorization** document, which will include a

description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Consultant**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Consultant's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Consultant** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Consultant** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Consultant** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Consultant** and the **Owner.** The **Consultant** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Consultant** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Consultant,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Consultant,** and/or (3) for any other reason agreeable to the **Owner** and the Consultant. All supplemental agreements will be developed in the form identified in **EXHIBIT**

"F" - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as **"Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Consultant** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Consultant** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Consultant** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Consultant** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Consultant** pending verification of satisfactory work performed by the **Consultant.**

ARTICLE 9. Additional Work. If the **Consultant** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Consultant** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Consultant** and a written supplemental agreement will be executed between the **Owner** and the **Consultant** as provided herein. The **Consultant** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Consultant** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Consultant** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Consultant** for work

performed or costs incurred by the **Consultant** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound Consulting principles, the **Consultant** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Consultant** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound Consulting principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Consultant** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Consultant will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Consultant** is required to perform additional work due to delays by the imposition of causes not within the **Consultant's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Consultant** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the cost of the **Project** to an amount within the sum estimated by the **Consultant,** the **Consultant** will be required to make such revisions or changes. These changes will only be considered additional work

by the **Consultant,** if the **Consultant** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Consultant** in accordance with Article 9 hereof. If **the Consultant** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Consultant.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. All documents furnished to the **Consultant** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Consultant,** at the **Consultant's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Consultant,** if procurement services are required of the **Consultant** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Consultant** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Consultant** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Consultant.**

ARTICLE 13. Records, Accounting, Inspection. The **Consultant** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Consultant** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Consultant** regarding the **Project** and to all of the **Consultant's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Consultant** shall

preserve all such records for three (3) years after final payment. The **Consultant** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Consultant** shall not assign, subcontract or transfer the **Consultant's** interest in this Agreement without the prior written consent of the **Owner.** The **Consultant** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Consultant** of any responsibilities under this Agreement.

The **Consultant,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Consultant** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Consultant** or from the use of any process designed by the **Consultant** or effected by said apparatus or equipment, and the **Consultant** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Consultant** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Consultant** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Consultant** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Consultant** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Consultant** covering any machines, apparatus, processes, articles, or products included in the **Consultant's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Consultant** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Consultant** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Consultant** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Consultant's** possession prior to such disclosure to the **Consultant** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Consultant** or which otherwise shall lawfully become available to the **Consultant** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Consultant** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Consultant** shall, however, inform each of its employees who receive such information of these restrictions and the **Consultant** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Consultant** shall communicate to the **Owner** at once, and require the **Consultant's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Consultant's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this

Project under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Consultant** as compensation for services rendered by the **Consultant** under contract with the **Owner**. The **Consultant** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Consultant's** employees to work under any contract with the **Owner** concerning this **Project,** the **Consultant** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Consultant's Responsibility and Warranties.

17.1 Consultant's Responsibility. The **Consultant** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Consultant**. No additional compensation will be made to the **Consultant** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Consultant.**

17.2 Warranties.

(a) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Consultant** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Consultant's** experience and abilities with respect to performing the **Consultant's** services hereunder. The **Consultant** accepts the relationship of trust and confidence established between it and the **Owner** by this

Agreement. The **Consultant** covenants with the **Owner** to use the **Consultant's** best efforts, skill, judgement and abilities to perform work on the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

(b) The **Consultant** represents, covenants and agrees that all of **Consultant's** services to be furnished by the **Consultant** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among Consultants of similar experience, knowledge, skill and ability engaged in Consulting practice throughout Texas under the same or similar circumstances involving the request of **Project.**

(c) The **Consultant** represents, covenants and agrees that the **Consultant's** special talent, training and experience cause the **Consultant** to be the prime professional on the **Project;** that because of such talent and training, the **Consultant** envisions of the **Project** in its entirely and possesses the special skills which enable the **Consultant** to recognize dangerous conditions that a reasonable, prudent Consultant having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Consultant** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(d) If the development of **work schedule** identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Consultant** for the **Project,** the **Consultant** represents, covenants and agrees that the **work schedule** of the **Project** will be accurate and free from any material errors. The **Consultant** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the

amenities as set forth in any **work schedule** developed by the **Consultant** for the **Project;** that the result of such **work schedule**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Consultant's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **work schedule** developed by the **Consultant** for the **Project**, nor shall the **Consultant** 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 **Consultant**'s skill and knowledge in preparing such **work schedule.**

(e) In connection with the **Consultant**'s performance of procurement services hereunder, if any, the **Consultant** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Consultant's Resources. The **Consultant** shall furnish and maintain, at the **Consultant's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Employees of the Consultant. All employees of the **Consultant** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Consultant** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Consultant** certifies that the **Consultant** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.2 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a

need for the **Consultant** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Consultant** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Consultant** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, 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 negligent performance of the **Consultant's** services through activities of the **Consultant**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Consultant** or of any person employed or contracted by the **Consultant** 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 there from and (2) are caused in whole or in part by any negligent act or omission of the **Consultant,** anyone directly or indirectly employed by the **Consultant** or anyone for whose acts the **Consultant** may be legally liable. The **Consultant** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Consultant,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Consultant** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. 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 19 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 the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance The **Consultant** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** ***all to the extent of the liabilities assumed by the Consultant under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Consultant under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**)

each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Consultant** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Consultant** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance.* The **Consultant** will be considered in breach of contract should the **Consultant** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Consultant** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Consultant** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Consultant** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Consultant** warrants that the **Consultant** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Consultant**, to solicit or secure this Agreement, and that the **Consultant** has not paid or agreed to pay any company,

Consultant or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Consultant** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Consultant** hereby certifies that the **Consultant** is not delinquent in Texas franchise tax payments, or that the **Consultant** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Consultant** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Consultant** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event 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 .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	Hidalgo County 100 E. Cano, 2nd Floor Edinburg, Texas 78539	**CONSULTANT**:	Brian Godinez dba Godinez Communications 300 S. 8th Street McAllen, Texas 78501

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Consultant** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Consultant** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Consultant** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Consultant** shall remain an independent contractor and shall have no power nor shall the **Consultant** represent that the **Consultant** has any power to bind the **Owner** or to assume or to

create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Consultant** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Consultant** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Consultant.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Consultant** and the **Owner** have caused this **Agreement for Professional Consulting Services** to be effective as of the _____ day of _____, 2011.

CONSULTANT:

BY: _____

OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 8-2-11 RO

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

Approved on Commissioners' Court: August 2, 2011

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the Owner-Exhibit "A"-Requirements Of RFP
EXHIBIT B	-Scope of Services to be provided by the Consultant
EXHIBIT C	-Work Schedule
EXHIBIT D	-Consultant's Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County)*

EXHIBIT A
SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

EXHIBIT "A"

Services to be provided by the OWNER

"Requirements-RFP"

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **CONSULTANT** the following:

(1) Authorization to the **CONSULTANT** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **CONSULTANT** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **CONSULTANT**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **CONSULTANT** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **CONSULTANT'S** request for information and/or required submittals and deliverables, in order for the **CONSULTANT** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **CONSULTANT.**

(7) Assist the **CONSULTANT** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the CONSULTANT and more particularly identified in Attachment "B" of the Agreement.

(9) Review and approve the Project design criteria.

(10) Review and approve change as required and prepared by the CONSULTANT.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT

- Discover and evaluate the current conditions and plans for County's drainage, indigent defense, communications and economic development initiatives related to revenue and expenditure efficiencies;

- Plan, prepare, facilitate, communicate and coordinate meetings, work sessions, briefings, presentations and reports for County Officials/Representatives for County's drainage, indigent defense, communications and economic development initiatives related to revenue and expenditure efficiencies on a weekly, monthly and/or quarterly basis; (or as requested by County Commissioner's Court);

- Coordinate with the County to jointly develop objectives and strategies for County's drainage, indigent defense, communications and economic development relating to County's revenue and expenditure efficiencies;

- Assist with providing appropriate input on any studies identifying concerns that impact the County relating to County's revenue and expenditure efficiencies for drainage, indigent defense, communications and economic development;

- Determine and communicate the various impacts to the County of any and/or such concerns relating to county revenue and expenditure efficiencies drainage, indigent defense, communications and economic development;

- Prepare a schedule of work;

- Prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Consultant services and work.

- Prepare preliminary study reports for approval by the County;

- Advise the County of events which have a significant impact upon the progress of the Consultant's services and work and the approved Work Schedule;

- Prepare a Work Authorization document, which will include a description of the work to be performed, including a description of the tasks, and work schedule, and an estimated cost proposal as authorized by the County;

- Cooperate and coordinate fully with the County Commissioners' Court, as well as with the professional and administrative staffs of the County;

- Report and consult to the County Commissioners as often as reasonably necessary;

- Identify, define, and develop funding sources to support existing and planned program activities as well as coordinate the development, writing, and submission activities and programs for drainage, indigent defense, communications and economic development;

- Collect, analyze, and report data on the performance of program activities that are funded by public and private sources for drainage, indigent defense, communications and economic development;

- Research County's revenue and expenditure efficiencies in various public and private sectors including communications, online technologies, public outreach, and awareness;

- Provide sound recommendations for addressing any current and long-term problems, including detailed recommendations to improve management and effectiveness through increased or decreased funding;

- Submit a proposed schedule and tasks required to implement recommended changes;

- Develop procedures for administering the proposed expenditure efficiencies.

EXHIBIT C
WORK SCHEDULE

EXHIBIT C
WORK SCHEDULE

- Work with County Officials/Representatives to research, discover and evaluate the current conditions and plans for County's drainage, indigent defense, communications and economic development initiatives related to revenue and expenditure efficiencies;

- Organize a series of meetings, work sessions, briefings with County Officials/Representatives to discuss, address and develop strategies and implementation plans for County's drainage, indigent defense, communications and economic development initiatives related to revenue and expenditure efficiencies;

- Develop, coordinate, communicate and facilitate with presentations, materials and logistics for meetings, work sessions and briefings with County Officials/Representatives to discuss, address and develop the concerns, objectives, strategies and plans for County's drainage, indigent defense, communications and economic development initiatives related to revenue and expenditure efficiencies;

- Develop impact and conclusion reports for County Officials/Representatives for County's drainage, indigent defense, communications and economic development initiatives related to revenue and expenditure efficiencies and communicate these reports on a weekly, monthly and/or quarterly basis; (or as requested by County Commissioner's Court);

- Assist with providing appropriate input on any preliminary studies identifying strategies that impact the County relating to County's revenue and expenditure efficiencies for drainage, indigent defense, communications and economic development for approval by the County;

- Identify, define, and develop funding sources to possibly support existing and planned program activities as well as coordinate the development, writing, and submission activities and programs for drainage, indigent defense, communications and economic development;

- Collect, analyze, and report data on the performance of possible program activities that are funded by public and private sources for drainage, indigent defense, communications and economic development;

- Provide sound recommendations for addressing any current and long-term problems, including detailed recommendations to improve management and effectiveness through increased or decreased funding;

- Submit a proposed schedule and tasks required to implement recommended changes;

- Develop procedures for administering the proposed expenditure efficiencies.

EXHIBIT D
CONSULTANT'S RATES

EXHIBIT D
CONSULTANT COST / RATES

Description - All Inclusive	Hourly Fees
Principal-in-Charge	$135
Graphic Design	$65
Copy Writing	$55
Administrative Support	$45

Material Rates

Item	Unit Rate
Mileage (outside of Hidalgo County)	IRS Allowable Rate
Sub-consultant Fees	Billable Hourly Rate + 10%
Reimbursement expenses (e.g. travel out of area, printing)	At cost plus 10% (pre-approved by the County)

EXHIBIT E
WORK AUTHORIZATION FORM

HIDALGO COUNTY

Professional Consulting Services

Contract # _____

Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____, professional consultant of _____, Texas, hereinafter called "_____".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the to provide _____

_____

The scope of services to be provided by the **Owner** is identified in *EXHIBIT "A" - Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the **Consultant** is identified in *EXHIBIT "B" - Scope of Services to be Provided by the* **Consultant** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $ _____. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the for the services established under this Work Authorization shall be made in accordance with Article/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:

Account No. _____

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate on _____, 2011 as indicated in the "Exhibit C-Preliminary Work Schedule".

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County, County Judge as to content and detail of this Work Authorization No.____.

COUNTY OF HIDALGO

BY: _____

Ramon Garcia, County Judge

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2011.

THE :	THE OWNER:
(Firms Name)	HIDALGO COUNTY
_____	_____
By: (Name of)	By: Ramon Garcia, County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Consultant
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT F
SUPPLEMENTAL AGREEMENT FORM

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Consultant of, _____, Texas, hereinafter called the "**CONSULTANT**".

WITNESSETH

WHEREAS, the **Owner** and the **CONSULTANT** executed the **Agreement** on the _____ day of _____ 2011 concerning **CONSULTANT** for _____ _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to

_____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **CONSULTANT** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to

---

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the **Consultant** and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2011.

THE CONSULTANT:
CONSULTANT

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

BY:_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT:_____

LIST OF ATTACHMENTS

(as required)

EXHIBIT G
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/23/2011

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
MORALES INSURANCE SERVICES
1618 W PECAN SUITE 1
MCALLEN, TX 78501

CONTACT NAME: YESENIA LOZANO
PHONE (A/C, No, Ext): 956-630-4343 FAX (A/C, No): 956-630-4374
E-MAIL ADDRESS: YLOZANO8181@SBCGLOBAL.NET

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : THE HARTFORD	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
BRIAN GODINEZ
DBA: GODINEZ COMMUNICATIONS
300 S 8TH STREET
MCALLEN TX 785001

COVERAGES **CERTIFICATE NUMBER:** **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							
	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
		X		46SBMZW6973	12/03/2010	12/03/2011	MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
HIDALGO COUNTY ADDED AS AN ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY .

CERTIFICATE HOLDER
HIDALGO COUNTY
2802 SOUTH BUSINESS HWY 281
EDINBURG, TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/22/2011

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	CONTACT NAME: Liz Cruz
Alamo Insurance Group 3201 Cherry Ridge Drive Suite D405 San Antonio TX 78230	PHONE (A/C, No, Ext): (210) 930-6665 FAX (A/C, No): (210) 930-1838 E-MAIL ADDRESS: lcruz@alamoinsgrp.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Brian Godinez d/b/a Godinez Communications 300 S. 8th Street McAllen TX 78501	INSURER A: Progressive Casualty Ins Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 11/12 Auto **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							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS			08255095-0	9/22/2011	9/22/2012	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							PIP-Basic	$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Hidalgo County is an additional insured on the Auto policy.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edingburg, 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

John McMahan/LIZ Pat McMahan

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/19/2011

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	CONTACT NAME: Emily Rodriguez
Alamo Insurance Group 3201 Cherry Ridge Drive Suite D405 San Antonio TX 78230	PHONE (A/C, No, Ext): (210) 930-6665 FAX (A/C, No): (210) 930-1838 E-MAIL ADDRESS: Erodriguez@alamoinsgrp.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: The United States Liability Ins
INSURED Godinez Communications 300 S. 8th Street McAllen TX 78501	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2011/2012E&OMASTER **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 ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			SP1022568	8/18/2011	8/18/2012	$1,000,000/$1,000,000 Limit $1,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificateholder is hereby named as additional insured on professional liability as their interest may appear.

CERTIFICATE HOLDER

Hidalgo County
Attn: Evangelina Garcia
100 E. Cano
2nd Floor
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

John McMahan/EMILY Pat McMahan

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Affidavit Agreement

Date: **May 24, 2011**

Affiant: **Brian Godinez d.b.a. Godinez Communications**

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant **Brian Godinez** states he is a sole proprietor doing business as **Godinez Communications** with Hidalgo County under RFP # **2011-117** dated **May 18, 2011**. Affiant will provide services for **Hidalgo County** under a Hidalgo County RFP /Q Description: **Professional Consultant Services to Assist, Assess, Review and Facilitate the County's Revenue and Expenditure Efficiencies,** which will be approved upon receipt by the Hidalgo County Purchasing Department.

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employee any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Further Affiant sayeth not.

GLADYS BARRERA
Notary Public, State of Texas
My Commission Expires
June 28, 2014

Printed Name of Affiant: **Brian Godinez**

SWORN AND SUBSCRIBED TO under oath before me on May 25, 2011

Gladys Barrera

Notary Public, State of Texas

See Alamo Insurance's Correspondence below.

Evangelina Garcia

From: Yolanda Velasquez [yolanda.velasquez@co.hidalgo.tx.us]
Sent: Wednesday, August 17, 2011 4:14 PM
To: 'Evangelina Garcia'
Subject: FW: Godinez Communications

FYI: Rec'd from Darlene not Ms. Marty.

From: Darlene Betancourt [mailto:darlene.betancourt@co.hidalgo.tx.us]
Sent: Wednesday, August 17, 2011 1:42 PM
To: 'Yolanda Velasquez'
Subject: FW: Godinez Communications

FYI Mr. Looney

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, TX. 78539
Phone (956) 292-7000 x-4852 Fax: (956) 292-7612

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, August 17, 2011 1:41 PM
To: 'RocKio'; 'Darlene Betancourt'
Cc: 'ramon garcia'; 'Yolanda'; 'Jaime Longoria'
Subject: FW: Godinez Communications

FYI for project and contract file documentation.
Marty

From: Gary Looney [mailto:glooney@alamoinsgrp.com]
Sent: Tuesday, August 16, 2011 5:13 PM
To: Martha Salazar
Subject: Godinez Communications

We were able to find a carrier for Godinez Communications for the E&O Liability insurance you required in the RFP. Annual cost is approximately $1,300. The 5 yr extended coverage is not available and will not be shown on the certificate of insurance. There is an option to buy upon termination for 3 yrs. Based on the RFP I don't think the extended coverage provision is applicable in this case. It will take the completion of an application and issuance by the carrier for the coverage, it should take less than a week. I will be in your offices tomorrow if you have additional questions. I'll drop by after noon my meeting is scheduled for 2 – 4 with Flora and crew.

Hope all this helps Gary

Gary Looney REBC

Senior Vice President
ALAMO INSURANCE GROUP
3201 Cherry Ridge Street Suite D405
San Antonio, Texas 78230
210.524-7104 voice
210.524-7183 fax

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, April 27, 2011 3:37 PM
To: 'Steve Crain'
Cc: 'Yolanda Velasquez'; 'Evangelina Garcia'
Subject: RE: Draft Professional Consulting Services Agreement With Draft Attachments For "RFP-Professional Consultign Services To Assist, Assess, Review,And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sectors Proj

Thank you

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, April 27, 2011 2:25 PM
To: 'Martha Salazar'
Subject: RE: Draft Professional Consulting Services Agreement With Draft Attachments For "RFP-Professional Consultign Services To Assist, Assess, Review,And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sectors Proj

It is ready to go.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, April 27, 2011 1:56 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'; 'Yolanda Velasquez'
Subject: FW: Draft Professional Consulting Services Agreement With Draft Attachments For "RFP-Professional Consultign Services To Assist, Assess, Review,And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sectors Proj

Mr. Crain,
Revision has been made as indicated (see attachment), having made this last revision is it safe to state that the buyer can utilized this draft contract with her packet and proceed to release. There are about three potential participants who are requesting to have a packet sent to them. Please let me know.

Thank you

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, April 27, 2011 1:50 PM
To: 'Martha Salazar'
Subject: FW: Draft Professional Consulting Services Agreement With Draft Attachments For "RFP-Professional Consultign Services To Assist, Assess, Review,And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sectors Proj

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From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Wednesday, April 27, 2011 11:10 AM
To: 'Vangie'
Subject: FW: Draft Professional Consulting Services Agreement With Draft Attachments For "RFP-Professional Consultign Services To Assist, Assess, Review,And Facilitate Hidalgo County's Revenue And Expenditure Efficiencies In Various Public And Private Sectors Proj

CC Approved on August 02, 2011

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

nothing to report

1. Current inter-local(s) and/or contract(s) for the "Housing of Inmates"

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:

nothing to report a-c

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

nothing to report a-c

a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

4. **AI-27809** Acceptance and approval of the final negotiated contract document with Brian Godinez dba/Godinez Communications for the provision of "Professional Consulting Services to Assit, Assess, Review and Facilitate Hidalgo County's Revenue and Expenditure Efficiencies in Various Public and Private Sector (Including All Funding Sources, Programs and entities)"

approved →

5. **AI-27780** a. Approval to nominate at least three (3) architectural and/or engineering firms (whichever professional service is most appropriate for task requested) from the approved "pools" for evaluation through the County's protocol for engagement to perform services for the development of a County-wide study assesing all buildings (as determined & identified by CC) by precinct, including an Existing Condition Analysis, a Needs Analysis, and the development of a twenty (20) year Facilities Capital Improvement Program.

no action

no action

b. Approval to select an evaluation committee to score/grade the Statements of Qualifications of the nominated firms.

6. **AI-27779** Discussion,and applicable action on County's option to issue the sixty (60) day notice of renewing the last year's extension (as per Article 1.2 Renewal or Termination), with Edinburg Real Estate Network, Inc., for the "Lease of Office Space at the Mediplex Building."

approved

7. **AI-27775** Recommending award of bid and approval of contract document to sole bidder (Rochester Armored Car Co.) meeting all specifications and/or requirements as attached hereto for: "Hidalgo County-Armored Car Services" RFB No. 2011-058-07-06-SMA.

approved

8. **AI-27719** a. Recommendation to reject submitted Statements of Qualifications received only and as yet unopened for the Request For Qualifications No. 2011-175-07-20-YZV "Legal Consultant to Assist with Negotiation of Contracts" and cancel title as originally published;

approved

b. Authority to re-advertise a new Request for Qualifications Project titled: "Professional Architectural and Engineering Consultants to assist Hidalgo County with the Negotiation of

CC Approved on August 02, 2011

APPROVED

AI-27809 **21. A. 4.**
CC REGULAR
Meeting Date: 08/02/2011
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Department: PURCHASING DEPT.

CAPTION

Acceptance and approval of the final negotiated contract document with Brian Godinez dba/Godinez Communications for the provision of "Professional Consulting Services to Assit, Assess, Review and Facilitate Hidalgo County's Revenue and Expenditure Efficiencies in Various Public and Private Sector (Including All Funding Sources, Programs and entities)"

BACKGROUND

AI - 26799 Presented on May 31, 2011 for Approval of sole response -Acceptance of the scoring/evaluation grid and Authority for Purchasing Department to negotiate a contract.

Fiscal Impact

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

BUDGETARY IMPACT:

Funding to be apppropriated at issuance of work authoriztion. Each WA will need approval and funding.

Attachments

CONTRACT DOCUMENTATION
LEGAL'S APPROVAL OF CONTRACT
COPY OF AI-26799

Form Review

Inbox	Reviewed By	Date
Martha Salazar	Marty Salazar	07/28/2011 04:39 PM
Budget & Management	Merlen P. Munoz	07/28/2011 04:56 PM
Rosalinda Cantu	Rosie Cantu	07/29/2011 04:25 PM
Purchasing Department	Angela Garcia	07/29/2011 05:02 PM

Form Started By: Yolanda Velasquez Started On: 07/28/2011 04:20 PM

Final Approval Date: 07/29/2011

CC approved on August 30, 2011

b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

4. AI-28195 Recommendation and request to waive the five (5) year extended reporting clause required by Hidalgo County under the professional liability insurance Exhibit C inasmuch as level of risk/liability is very low and thus not available for such professional services for the contract awarded to Brian Godinez Communiations and as further explained in supporting documentation contained and attached herein;

approved

5. AI-28229 Presentation and discussion of scoring grid of the firms responding to City of Edinburg's procurement of qualified firms for the provision of engineering services for the: Safe Routes to Schools Project participated by ECISD, City of Edinburg, County of Hidalgo (through AFA from TxDOT);

no action

6. AI-28259 a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On-line Research Services for Hidalgo County;

approved

b. Requesting approval of agreement(s) if applicable for "On-line Research Services" with Lexis Nexis including but not limited to the following Hidalgo County department(s):

approved

1. Criminal District Attorney s Office
2. Hidalgo County JP Technology
3. Hidalgo County Clerk

7. AI-28293 A. Request authority to have "on call" contracted architect firm, Dannenbaum Engineering Co., conduct walk-through of vacant county-owned restitution center located on M Road in Precinct #4 for the purpose of drafting and developing plans, specifications, scopes of work to remodel building to accommodate county departments, programs, agencies and/or elected offices including to have project completed utilizing job order contractors proposals;

approved

B. Approval of an AIA form of agreement between Hidalgo County (owner) and Dannenbaum Engineering Co. (architect) for the Building Repairs and/or Additions, Renovations and Alterations to the Hidalgo County Elections Warehouse in the amount of $26,402.74;

approved

B. **Pct. 1**

1. AI-28202 a. Acceptance and approval of Change Order #1 in the amount of $7,000.00 as submitted by Saenz Utility Contractors to Urban County (UCP-Contract #C-5209-91-0309-5000-9100-UCP-MC) and Precinct #1 (approved by CC 01-11-11) as the result of the addition and subtraction of quantities for Encinal #2 Subdivision due to redesign changes; and

approved

b. Approval to pay the Change Order #1 amount of $7,000.00 as included in Invoice No. 4 with a grand total amount of $67,172.10 (previously approved by CC on 07/19/11) subject to Auditor's Office processing procedures with County Treasurer issuing check; and

approved

c. Acceptance and approval of the "Certificate Of Construction Completion" for the construction of Encinal No.2, Los Alamos and Olivarez #2 Subdivision project as submitted to Urban County and Precinct #1 by Saenz Utility Contractors pursuant to UCP Contract #5209-91-0309-5000-9100-UCP-ML (previously submitted and approved by CC on 07/19/11).

2. AI-28222 Requesting approval of reimbursement in the amount of $91,193.00 (owed to the State of Texas) payable to Texas Department of Transportation (Case #CCD-0009-A & TxDOT CSJ No. 0698-03-086) as recommended by L&G Engineering (ROW Acquisition provider for and on behalf of Hidalgo County) in relation to Highway FM 88 Project in Precinct #1 for ***Parcel 10 CCD-009-A*** with authority for County Treasurer to issue check after Auditor's processing procedures are completed.

approved

C. **Pct. 2**

1. AI-28169 Acceptance and approval of Work Authorization No. 5 for R. Gutierrez Engineering Corporation (Contract #C-110-376-12-14) with estimated fee of $19,200.00 for Boundary Surveying on McColl Road Off-Site Drainage Ditch.

approved

D. **Pct. 3**

CC approved on August 30, 2011

APPROVED

AI-28195 **23. A. 4.**
CC REGULAR
Meeting Date: 08/30/2011
Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Recommendation and request to waive the five (5) year extended reporting clause required by Hidalgo County under the professional liability insurance Exhibit C inasmuch as level of risk/liability is very low and thus not available for such professional services for the contract awarded to Brian Godinez Communiations and as further explained in supporting documentation contained and attached herein;

BACKGROUND

Pursuant to Mr. Godinez's Insurance Company (Alamo Insurance Group), the five (5) year extended coverage is not available and will not be shown on the certificate of insurance. Based on the RFP, the required extended provision is not applicable in this case (see correspondence attached).

Contract document was approved for award by Commissioners Court on August 2, 2011 and has been pending execution until this is resolved.

Fiscal Impact

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

BUDGETARY IMPACT:

This agenda item does have have a budget impact, this is for approval of a request to waive a requirement under our Exhibit C Insurance Docuement.

Attachments

Exhibit C Insurance Requirement
Alamo Insurance Correspondence
Professional Liaibility Certificate Of Accord

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/24/2011 03:40 PM
Budget & Management	Merlen P. Munoz	08/24/2011 03:58 PM
Rosalinda Cantu	Rosie Cantu	08/25/2011 09:44 AM
Auditor's Office	Angela Garcia	08/25/2011 10:13 AM

Form Started By: Vangie Garcia Started On: 08/23/2011 10:17 AM

Final Approval Date: 08/25/2011

HIDALGO COUNTY
Professional Consulting Services
Contract # C-11-117-08-02

WORK AUTHORIZATION No.1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY,** action herein by and through the **Commissioner's Court,** hereinafter called the **"Owner,"** and, **"GODINEZ COMMUNICATIONS," professional consultant of McAllen, Texas , hereinafter called "Consultant."**

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the CONSULTANT to provide professional consulting services as it pertains to the following:

Provide facilitation, organization and communications services and support for the Hidalgo County Drainage Advisory Committee as appointed by the Hidalgo County Commissioners' Court and managed by the Hidalgo County Drainage District #1.

The scope of services to be provided by the **CONSULTANT** is identified in ***EXHIBIT "B"- Scope of Services to be Provided by the Consultant*** attached hereto. The project work schedule is identified in ***EXHIBIT "C" – Project Work Schedule*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is $ 34,275. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as ***EXHIBIT "C" – Project Work Schedule and EXHIBIT "D" - Consultant Cost/Rates*** attached hereto.

PART 3. PAYMENT
Compensation and payment to the **CONSULTANT** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING
This Work Authorization NO.1 shall be funded through funding source:

Account No. _____
Requisition Number _____

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Judge Ramon Garcia as to content and detail of this Work Authorization No. 1.

HIDALGO COUNTY JUDGE's Office

BY: _____

Ramon Garcia, County Judge

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on as indicated below and effective as of _____ day of , 2011.

THE CONSULTANT:
GODINEZ COMMUNICATIONS

BY: _____
Brian Godinez

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" – Services to be Provided by the Owner
ATTACHMENT "B" - Scope of Services to be Provided by the Consultant
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Consultant Cost/Rates
ATTACHMENT "E" - Insurance Requirements Provided by the Consultant

ATTACHMENT "A"
Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **CONSULTANT** the following:

(1) Authorization to the **CONSULTANT** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **CONSULTANT** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **CONSULTANT,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **CONSULTANT** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **CONSULTANT'S** request for information and/or required submittals and deliverables, in order for the **CONSULTANT** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **CONSULTANT.**

(7) Assist the **CONSULTANT** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the CONSULTANT and more particularly identified in Attachment "B" of the

Agreement.

(9) Review and approve the Project design criteria.

(10) Review and approve change as required and prepared by the CONSULTANT.

ATTACHMENT "B"

Scope of Services to be Provided by the Consultant

The project will consist of working closely (daily, weekly and/or monthly) with the Drainage Advisory Committee, appointed by the Hidalgo County's Commissioners' Court and supported by the staff of the Hidalgo County Drainage District #1, and provide organization, facilitation, presentation, communications and reporting services to assist with the committee accomplishing their mission and tasks as directed by the Commissioner's Court, including:.

- Assist, plan, prepare, facilitate, communicate and/or coordinate drainage committee meetings, workshops, work sessions, briefings, presentations, materials and reports on a weekly, monthly and/or quarterly basis for the Drainage Advisory Committee and/or County Officials/Representatives for Hidalgo County's Commissioners' Court and Drainage District #1; (or as requested by County Commissioner's Court);

- If needed, Coordinate with the Drainage Advisory Committee to assist with the development of objectives and strategies for the County's Drainage Advisory Committee related to drainage capital improvement plan, financing options and public communications;

- Assist the Drainage Advisory Committee with providing appropriate input on any studies identifying issues and concerns that impact the County relating to County's drainage;

- Determine and communicate the various impacts to the Drainage Advisory Committee and/or County of any and/or such concerns relating to County revenue and expenditure efficiencies for drainage;

- If needed, prepare a schedule of work;

- Cooperate and coordinate fully with the County Commissioners' Court, as well as with the professional and administrative staffs of the County;

- Report and consult to the County Commissioners as often as reasonably necessary;

- If needed, submit a proposed schedule and tasks required to implement recommended changes;

- Research and report on County's and Drainage District communications, online technologies, public outreach, and awareness;

- If needed, prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Consultant services and work'

- Advise the County of events which have a significant impact upon the progress of the Consultant's services and work and the approved Work Schedule;

- Prepare a Work Authorization document, which will include a description of the work to be performed, including a description of the tasks, and work schedule, and an estimated cost proposal as authorized by the County;

ATTACHMENT C								
PROJECT WORK SCHEDULE - Drainage Advisory Committee - Consulting Services & Costs								
Consulting Elements, Hours & Fees	JAN '12	FEB '12	MAR '12	APR '12	MAY '12	JUN '11	JUL '11	2012
PRINCIPAL IN CHARGE HOURS								TOTALS
Organization hours	12	8	8	8	8	8	8	60
Meeting Facilitation hours	6	6	6	6	6	6	6	42
Communications hours	5	5	5	5	5	5	5	35
Meeting Presentation, Materials & Reports	6	6	6	6	6	6	6	42
Principal-in-charge TTL Hours	29	25	25	25	25	25	25	179
Principal-in-charge Fees (@ $135/hr)	$ 3,915	$ 3,375	$ 3,375	$ 3,375	$ 3,375	$ 3,375	$ 3,375	$ 24,165
ADDITIONAL CONSULTING SUPPORT HOURS								TOTALS
Graphic Design TTL Hours (@ $65/hr)	4	4	4	4	4	4	4	28
Copy Writing TTL Hours (@ $ 55/hr)	8	4	4	4	4	4	4	32
Admin Support TTL Hours (@ $ 45/hr)	10	6	6	6	6	6	6	46
Additional Consulting Support TTL Hours	22	14	14	14	14	14	14	106
Additional Consulting Support TTL Fees	$ 1,150	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 5,650
TOTAL CONSULTING COSTS	$ 5,065	$ 4,125	$ 4,125	$ 4,125	$ 4,125	$ 4,125	$ 4,125	$ 29,815

PROJECT EXPENSES *								TOTALS
Meeting Location Logistics Expense	$200	$200	$200	$200	$200	$200	$200	$ 1,400
Meeting Presentation, Materials & Reports Printing Expense	$300	$300	$300	$300	$300	$300	$300	$ 2,100
Meeting Expenses (lunch and beverages)	$500	$500	$500	$500	$500	$500	$500	$ 3,500
TOTAL PROJECT EXPENSES	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 7,000
TOTAL PROJECT COSTS	$ 6,065	$ 5,125	$ 5,125	$ 5,125	$ 5,125	$ 5,125	$ 5,125	$ 36,815

* Billed at cost plus markup with supporting documentation and in accordance with Hidalgo County's Travel, Fuel, Meal, Mileage Policies

ATTACHMENT "D"
Consultant Cost/Rates

For and in consideration of the **Services** attached to this Agreement and to be rendered by the **Consultant**, the **Owner** shall pay the **Consultant** the **fee** as defined in this Agreement, and as more particularly identified as follows:

Description - All Inclusive	**Hourly Fees**
Principal-in-Charge	$135
Graphic Design	$65
Copy Writing	$55
Administrative Support	$45

Material Rates	
Item	**Unit Rate**
Mileage (outside of Hidalgo County)	IRS Allowable Rate
Sub-consultant Fees	Billable Hourly Rate + 10%
Reimbursement expenses (e.g. travel out of area, printing)	At cost plus 10% (pre-approved by the County)

ATTACHMENT "E"

Insurance Requirements Provided by the Consultant

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/23/2011

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
MORALES INSURANCE SERVICES
1618 W PECAN SUITE 1
MCALLEN, TX 78501

CONTACT NAME: YESENIA LOZANO
PHONE (A/C, No, Ext): 956-630-4343 FAX (A/C, No): 956-630-4374
E-MAIL ADDRESS: YLOZANO8181@SBCGLOBAL.NET

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : THE HARTFORD	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
BRIAN GODINEZ
DBA: GODINEZ COMMUNICATIONS
300 S 8TH STREET
MCALLEN TX 785001

COVERAGES **CERTIFICATE NUMBER:** **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							
	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
		X		46SBMZW6973	12/03/2010	12/03/2011	MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ]	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	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
HIDALGO COUNTY ADDED AS AN ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY .

CERTIFICATE HOLDER
HIDALGO COUNTY
2802 SOUTH BUSINESS HWY 281
EDINBURG, TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/22/2011

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	CONTACT NAME: Liz Cruz
Alamo Insurance Group 3201 Cherry Ridge Drive Suite D405 San Antonio TX 78230	PHONE (A/C, No, Ext): (210) 930-6665 FAX (A/C, No): (210) 930-1838 E-MAIL ADDRESS: lcruz@alamoinsgrp.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Brian Godinez d/b/a Godinez Communications 300 S. 8th Street McAllen TX 78501	INSURER A: Progressive Casualty Ins Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 11/12 Auto **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							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS X SCHEDULED AUTOS			08255095-0	9/22/2011	9/22/2012	BODILY INJURY (Per accident)	$
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							PIP-Basic	$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Hidalgo County is an additional insured on the Auto policy.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edingburg, 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

John McMahan/LIZ Pat McMahan

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/19/2011

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.

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PRODUCER	CONTACT NAME: Emily Rodriguez
Alamo Insurance Group 3201 Cherry Ridge Drive Suite D405 San Antonio TX 78230	PHONE (A/C, No, Ext): (210) 930-6665 FAX (A/C, No): (210) 930-1838 E-MAIL ADDRESS: Erodriguez@alamoinsgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The United States Liability Ins	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Godinez Communications
300 S. 8th Street
McAllen TX 78501

COVERAGES **CERTIFICATE NUMBER:** 2011/2012E&OMASTER **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 ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			SP1022568	8/18/2011	8/18/2012	$1,000,000/$1,000,000 Limit $1,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificateholder is hereby named as additional insured on professional liability as their interest may appear.

CERTIFICATE HOLDER

Hidalgo County
Attn: Evangelina Garcia
100 E. Cano
2nd Floor
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

John McMahan/EMILY Pat McMahan

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Affidavit Agreement

Date: **May 24, 2011**

Affiant: **Brian Godinez d.b.a. Godinez Communications**

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant **Brian Godinez** states he is a sole proprietor doing business as **Godinez Communications** with Hidalgo County under RFP # **2011-117** dated **May 18, 2011**. Affiant will provide services for **Hidalgo County** under a Hidalgo County RFP /Q Description: **Professional Consultant Services to Assist, Assess, Review and Facilitate the County's Revenue and Expenditure Efficiencies,** which will be approved upon receipt by the Hidalgo County Purchasing Department.

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employee any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Further Affiant sayeth not.

GLADYS BARRERA
Notary Public, State of Texas
My Commission Expires
June 28, 2014

Printed Name of Affiant: **Brian Godinez**

SWORN AND SUBSCRIBED TO under oath before me on May 25, 2011

Gladys Barrera

Notary Public, State of Texas

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 **10th day** of **January**, **2012,** by and between HIDALGO COUNTY, referred to as (the "County") and HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, referred to as (the "District"), pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, County has a professional consulting service contract (the "Services") identified as C-11-117-08-02 in place with Brian Godinez d/b/a Godinez Communications, referred to as (the "Consultant") for the provision of Consulting Services to assist, assess, review and facilitate County's revenue and expenditure efficiencies in various public and private sectors;

WHEREAS, District currently has an Interlocal Cooperation Agreement dated April 22, 2008 with County which provides in Paragraph 2 of the Agreement the District may request to utilize County's services;

WHEREAS, both parties hereto have determined it is beneficial to both parties to enter into an Interlocal Agreement to accomplish District's use of the service; and

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

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

1. **Scope of services, work, estimated cost and payment for the following services for District:**

   A. For the purpose of Work Authorization No. 1 , a copy of which is attached hereto as Exhibit A, County shall supply the services of the consultant to provide professional consulting services for the facilitation, organization and communications services and support of the Hidalgo County Drainage Advisory Committee as appointed by the Hidalgo County Commissioners' Court and managed by the Hidalgo County Drainage District #1; and

   B. Services to be provided as identified in "B" and "C" of Exhibit A;

   C. District agrees to reimburse County, within thirty (30) days of receipt of invoice from County to District, in an amount not to exceed **Thirty-Four Thousand Two Hundred Seventy Five and No/100ths ($34,275.00)** for the Services of Consultant.

2. **Term**. The term of this Interlocal will be coincident with the term of the Work Authorization and shall become effective on the date of approval of his agreement hereto and terminate upon completion

and payment for the Services under the Work Authorization.

3. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of 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 times such conflict exists.

4. **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.

5. **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 the County and District and not otherwise.

6. **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.

7. **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 Attn: County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78539
If to District:	Hidalgo County Drainage District No. 1 Attn: Chairman Of The Board Of Directors 902 North Doolittle Road Edinburg, Texas 78539

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

9. **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.

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

11. **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.

12. **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.

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

14. **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.

15. **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. Section 271.903.

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

HIDALGO COUNTY, TEXAS

_____

Ramon Garcia, County Judge

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____

Ramon Garcia, Chairman Of The Board Of Directors

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

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

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT:_____

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, December 29, 2011 5:20 PM
To: 'Evangelina Garcia'
Subject: FW: Revised Interlocal

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, December 29, 2011 4:14 PM
To: 'Martha Salazar'
Subject: RE: Revised Interlocal

It works.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, December 29, 2011 3:53 PM
To: 'Steve Crain'
Subject: FW: Revised Interlocal
Importance: High

Mr. Crain:
Corrections made. Please review and comment as to form.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, December 29, 2011 3:10 PM
To: 'Martha Salazar'
Subject: RE: Revised Interlocal

Marty:
Here you go with the revision as requested.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, December 29, 2011 2:38 PM
To: 'Evangelina Garcia'
Subject: FW: Revised Interlocal

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, December 29, 2011 2:23 PM
To: 'Martha Salazar'
Subject: RE: Revised Interlocal

In the third Whereas clause change “service” to “Services”.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, December 29, 2011 1:23 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: Revised Interlocal
Importance: High

Mr. Crain:
Here is the draft interlocal with revisions you recommended and sent via fax.
Please review and comment as to form.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, December 29, 2011 9:10 AM
To: 'Martha Salazar'
Subject: Revised Interlocal

Marty:
Please forward to legal for his review as to form the above attached Interlocal with the additional revisions as requested.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

RAG
R045

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/03/2011

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	CONTACT NAME:	
HEARTLAND MARKETING GROUP INC 504623 P:(866)467-8730 F:(877)905-0457 PO BOX 33015 SAN ANTONIO TX 78265	PHONE (A/C, No, Ext): (866)467-8730	FAX (A/C, No): (877)905-0457
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
BRIAN GODINEZ DBA GODINEZ COMMUNICATIONS 300 S 8TH ST MCALLEN TX 78501	INSURER A : Sentinel Ins Co LTD	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 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] General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC	X		46 SBM ZW6973	12/03/2011	12/03/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	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)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATUTORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations. See the Business Liability Coverage Form SS0008 attached to this policy for Additional Insured provisions.

CERTIFICATE HOLDER

Hidalgo county
2802 S BUSINESS 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

Marc Maillon

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AI-30402 **13. A. 6.**

CC REGULAR

Meeting Date: 01/10/2012

Submitted For: Executive Officer **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to Hidalgo County Purchasing Policies and Procedures applicable action, including, but not limited to the following:

a. Under-Section IX, pages 12&13 of 16, Articles 9.01, 9.01.01 and 9.01.02.;
Item-a. Qualification as defined under the current Hidalgo County Purchasing Policies and Procedures as well as Texas Local Government Code, Chapter 262., Section .024(a)(1)(2)(3); and,
Items-d.i.ii.e.&f. Evenings, Weekends and Holidays, Certification and Commissioner's Court Approval

b. Presentation, acceptance and approval of the circumstances, supporting notifications, user department Official's Certification, Authorized Exception (to Section VII of HCPP&P) and Commissioners Court's Order entered into the official minutes of this meeting with notation that vendor called upon Chemical Response & Remediation Contractors, Inc. (CRRC) is under a current cooperative purchasing program award (The International Purchasing System-TIPS contract #8032609;

c. Authority to proceed to process requisition and purchase order to vendor, CRRC, providing services for expenses related to the clean-up of hazardous material(s) spilt in the Linn/San Manuel area. and, if necessary because vendor is not awarded under any state or cooperative purchasing program;

d. Requesting exemption from competitive procurement requirements under Texas Local Government Code, Chapter 262.024(a)(1)(2)(3) due to HAZMAT emergency event commencing 1-03-12;

e. Requesting authority to engage the hazardous materials services from _____ vendor(s) for the provision of services necessary and/or required for the clean-up of the emergency of spilt materials event of 1-03-12 in the Linn/San Manuel area.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

DBM would need to address funding source for this expenditure.

Attachments

Email

HC Purchasing Policies-Procedures

Local Govt Code 262-024
back up
back up
CONTRACT INFO CRRC-TIPS
HAZMAT incident
order
review of order

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/06/2012 08:31 AM
Budget & Management	Merlen P. Munoz	01/06/2012 09:58 AM
Purchasing Department	Darlene Betancourt	01/06/2012 08:31 AM
Budget & Management	Merlen P. Munoz	01/06/2012 09:58 AM
Rosalinda Cantu Auditor's Office		

Form Started By: Marty Salazar Started On: 01/04/2012 02:20 PM

Darlene Betancourt

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, January 04, 2012 12:16 PM
To: josephine.ramirez@da.co.hidalgo.tx.us; valde.guerra@co.hidalgo.tx.us; sergio.cruz@co.hidalgo.tx.us; 'Oscar Montoya'
Cc: 'Darlene Betancourt'; monica.badillo@co.hidalgo.tx.us; 'Dina Trevino'; 'Matilde Faz'; 'Blanca Mayorga'; 'Tanya.Delira'; monica.hinojosa@co.hidalgo.tx.us
Subject: Emergency Situation-HAZMAT-Oil Spill-Linn/San Manuel on 1-3-12 late night
Attachments: FW: HAZMAT (4.28 KB); Hidalgo County Purchasing Policies and Procedures/January 10th Agenda (130 KB)

Importance: High

Ms. Josephine:
We need your review, comment and guidance on the above referenced subject. Here are the facts:
First – See attached e-mail describing the event and circumstances;
Second – See Hidalgo County Purchasing Policies and Procedures (dated but still in use and attached above) which under Section IX-pages 12-13 of 16, specifically 9.01.02. d., e. & f.-Describes such events and the procedure required;
Third – CC agenda meeting of 1-10-12 (copy attached above) under the Purchasing Department, we have a standing item- 13.A.3.c which I believe will permit the Court to take action described above and herein.
Fourth – The action necessary by CC under the standing item (attached above) would be two fold:
A. Comply with the procedures described in Purchasing Policies and Procedures which will require the specific notification and memo from user Department Official-Mr. Montoya explaining the event, and all the emergency aspects more aptly described in 262.024 (a), (1)(2)(3);
B. Further CC would need to engage the company to complete any work necessary other than what was done to address the immediate emergency.

Please tell me what you think or if we need something else.

Martha L. Salazar, **CPPB**
Hidalgo County Purchasing Agent
2812 S. Bus Hwy 281
Edinburg, Tx 78539
956-292-7000 Ext 4862
956-318-2629 Fax
martha.salazar@co.hidalgo.tx.us

HIDALGO COUNTY PURCHASING POLICIES AND PROCEDURES

I. INTRODUCTION

1.01 The Purchasing Department of Hidalgo County, Texas (the "Purchasing Department" or "Purchasing") was created by the Hidalgo County Commissioners Court (the "Commissioners Court") on May, 03, 1988, pursuant to the provisions of Texas Local Government Code § 262.0115. As a result, the Commissioners Court has appointed a Purchasing Agent to coordinate the purchases made by Hidalgo County, Texas (the "County"). The Purchasing Agent serves at the pleasure of the Commissioners Court, and is authorized by statute to make all purchases not subject to competitive bidding requirements, supervise the competitive bidding process, and receive and deliver materials purchased in accordance with contracts awarded by bids. In addition, the Purchasing Agent is required by statute (Tex.Loc.Govt.Code § 262.023) to adopt, to the extent practicable procedures calling for competitive bidding of all purchases of items not required to be competitively bid under the County Purchasing Act, Tex. Loc. Govt. Code, Ch. 262 Subch. C and other applicable statutes. Pursuant to the requirements established by the Commissioners Court and the Local Government Code, these Hidalgo County Purchasing Policies and Procedures are adopted by the Commissioners Court on this the 8th day of August, 2005, to be effective for all purchases by the County, or any department or agency thereof, requested on or after August 08, 1995.

VII. COMPETITIVE BIDDING

7.01. **Bidding Required.** Before any person, department, official or agent of the County may purchase one or more items under contract that requires an expenditure exceeding Fifteen Thousand dollars ($15,000.00), the competitive bidding requirements prescribed by Chapter 262, Texas Local Government Code, must be utilized with the assistance of the Purchasing Agent. In applying the competitive proposals, all separate, sequential or component purchases (purchases made separately,
purchases made over a period of time or purchases of component parts of an item or items that in the normal purchasing practice would be purchased in purchase) are treated as if they are part of a single purchase and of a single contract. This requirement includes leases, installments payments and lease purchases in the event the total amount of payment will exceed Fifteen Thousand Dollars ($15,00.00) over the life of the contract.

7.02. **Exception.** The only exception to the competitive bidding process outlined in this Article VII are set forth in section 262.024, Texas Local Government Code, and Article IX herein. These exceptions shall be determined solely as provided in Article IX.

7.03. **Specifications/Procedures**

7.03.01 When the purchase of one or more items requiring competitive bidding pursuant to Chapter 262, Texas Local Government Code, and this Article 7, is required, the person desiring to purchase the item shall first submit written specifications to the Purchasing Agent. The Purchasing Agent shall, upon request, assist in developing the specifications.

7.03.02 No specifications shall be written, which by design exclude legitimate competition between vendors. No brand names shall be utilized unless a disclaimer is used which opens the specification to competing brands of equal or superior quality.

7.03.03 The requisition, along with the proposed specifications and a bidding timeline, Are submitted to the Commissioners Court which shall approve the form and Content of the specifications and determine when the bids will be opened and when results will be submitted to the Commissioners Court.

7.03.04 After approval of the specifications and bidding timeline, the Purchasing Department will proceed with advertising for bids in accordance with the Timeline and applicable provisions of the Local Government Code.

7.03.05 The Purchasing Agent may mail an Invitation to Bid form to potential vendors When, in the judgment of the Purchasing Agent, such Invitation to Bid would enhance the bidding process.

7.03.06 Alternative competitive proposals may be obtained on purchases of insurance And high-technology items (as defined by statue), and for items for which it is Impractical to prepare detailed specifications. The procedure for this is prescribed in Sections 262.0295 and 262.030 of the Texas Local Government Code and may be utilized by the Purchasing Agent when approved by the Commissioners Court.

7.04 **Selection of successful bidder**

7.04.01 In competitive bidding, informal bids or proposals, the evaluation of the bids and proposals and the selection of vendors shall be done with the view to obtain the money spent. The vendor selected shall be responsible bidder who submits the

lowest and best bid.

7.04.02 The Purchasing Agent shall present the bids to the Commissioners court at a meeting at the Commissioners Court.

7.04.03 In the event two (2) responsible bidders submit the lowest and best bid, the Commissioners Court shall decide between the two (2) by drawing lots in a manner prescribed by the County Judge or reject all bids and publish a new notice.

7.04.04 No contract shall be awarded to a bidder who is not the lowest dollar bidder meeting the specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appeal before the Commissioners Court and present evident concerning the lower bidder's responsibility.

7.04.05 In the event the Alternate Competitive Proposal Procedure or Alternative Multistep Competitive Proposal Procedure are utilized, as provided in Procedure 7.02.06, the lowest responsible bidder selection in accordance therewith may be determined through negotiation with parties submitting proposals.

7.04.06 In the event that information on costs of the repair, maintenance or repurchase of earth moving, material-handling, road maintenance or construction equipment is requested in a bid notice or specifications, such information can be considered by the Commissioners Court in selecting the most responsible bidder.

7.04.07 In considering the purchase of road construction materials, the location for pickup and delivery, and the cost to the County for hauling or delivering materials may be considered in selecting the most responsible bidder.

7.04.08 Multiple contracts may be awarded for the purchase or road construction materials if more than one bidder submits the lowest and best bid or a particular type or location of material.

7.05. **Changes in Plan and Specifications When** there are changes in plan specifications or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the Commissioners Court may make those changes; provided, however, the total contract price may not be increased unless the cost of the change can be paid from available funds. If a change order involves and increase or decrease in cost of Fifteen Thousand Dollars ($15,000.00) or less, the Commissioners Court may grant general authority to an employee to approve the change order; provided, however, that the original contract price may not be increased by more than twenty-five percent (25%) unless the change order is necessary to comply with a federal or state statue, rule, regulation, or judicial decision enacted, adopted or rendered after the contract was made. The original contract price may not be decreased by eighteen percent (18%) or more without the consent of the contractor.

IX. EMERGENCY AND SOLE SOURCE PURCHASES, OTHER EXEMPT PURCHASES

9.01 Emergency Defined, Procedures.

9.01.01 Emergency (Priority One) purchases are governed by Tex. Loc. Govt. Code § 262.024(a) (1),(2), & (3) and are not utilized at all, except:

a. In the case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the County;

b. To purchase an item necessary to preserve or protect the public health or safety of the residents of the County; or

c. To purchase an item necessary because of unforeseen damage to public property.

9.01.02 The following procedures *must* be followed for Priority One purchases;

a. Qualification. The purchase must qualify as an emergency purchase under the definition in Procedures 9.01.01, or Tex. Loc. Govt. Code § 262.024.

b. Designation. The designation of Priority One indicates a situation of such urgency that the normal purchasing procedure must be modified in the interest of speed, and therefore no competitive bids or quotations are required.

c. Normal Working Hours. All emergency purchases occurring during normal working hours are processed through the Purchasing Department as follows:

i. The using department will notify the purchasing office by telephone immediately, with as much information as possible about the emergency purchase required, so that the purchasing action can be initiated immediately.

ii. Simultaneously, a purchasing requisition is prepared and hand carried through the normal channels.

iii. The Purchasing Department or using department head contacts as many vendors as are necessary to arrange the emergency purchase. If time permits, the PO is completed in the purchases in accordance with Procedure 6.04.06
Otherwise, the purchase is completed by telephone, and the PO is completed after the fact and delivered to the vendor.

iv. The buyer requests expedited delivery, and if not available, the using department or Purchasing arranges to pick up the emergency purchase from the vendor.

d. Evening, Weekends and Holidays. For other than normal working hours, when purchasing support is unavailable, emergency purchases shall be processed as follows:

i. The responsible official of the using department takes whatever steps are necessary to procure needed supplies, services or equipment situation. If possible, only those goods or services needed during the evening, weekend or holiday are procured.

ii. On the first working day following the emergency, the responsible official prepares a requisition and hand-carries it to the purchasing office, as described Procedure 9.01.02(d)(ii), above, attaching the invoices, bills for materials, receipts or other documents related to the purchase.

e. Certification The official in charge of the using department must certify in writing on the next business day, or as soon thereafter as possible, that

the purchase involved was necessary because of one of the reason listed in Procedure 9.01.01.

f. Commissioners Court Approval If a competitive bid would normally have been required under Article VII hereof to accomplish the purchase, the Commissioners Court must, by order, accept the certification of the official and enter it into the minutes of the Commissioners Court at its next meeting, together with authorization of the exception from the requirements of Article VII.

9.02 **Sole Source Defined, Procedures.**

9.02.01 A purchase qualifies as "Sole Source" purchase when the item or service Requested can only be obtained from one source, including;

a. Item from which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;
b. Films, manuscripts or books;
c. Electric power, gas or other utility services
d. Captive replacement parts or components for equipment.

9.02.02 Sole Source purchases are handled the same as other purchases, with these Exceptions:

a. If the requesting department determines that the item is a Sole Source item, a statement must be attached to the Form HCPD-01 stating that a sufficient number of vendors have been contacted to determine that only one practical source of supply exists. The Requisition is otherwise completed in the normal manner.
b. If the Purchasing Department concurs that the item is a Sole Source purchase, a similar statement must also be attached to the requisition. If the Purchasing Department does not concur, the requisition is to be returned to the requesting department with an explanation of the reasons therefor.
c. For Sole Source purchases in amounts which otherwise require competitive bidding under Article VII thereof, the Purchasing Agent shall tender to the Commissioners' Court a signed statement stating the reasons that the item is a Sole Source purchase. If the Commissioners' Court concurs that the item is Sole Source purchase, it shall, be order, enter the statement into its minutes, and grant an exception from the requirements of Article VII.
d. Purchases of items described in Procedures 9.02.01(d) are herby deemed Sole Source, and are exempted from the requirements of these procedures.
e. After the requisition is approved, a PO is prepared in accordance with Procedure 6.04.06.

9.03 **Other Exempt Purchases**. In addition to emergency and Sole Source purchases, the following purchases may be exempted from the procedures outline in Article VII, and the procedures outlined in Article VIII, provided that, for purchases falling under Article VII, and order of the Commissioners Court is entered authorizing the exception, and for purchases falling under Article VIII, the Purchasing Agent approves the exception in writing;

9.03.01 A personal or professional service (not prohibitions on competitive bidding for professional services contained in the Professional Services Procurement Act, Tex. Loc. Govt. Code Ch. 2254, Subch A);

9.03.02 Any work performed and paid for by the day, as the work progresses;

9.03.03 Any land or right-of-way (including a lease of land or a building, in Accordance with Attorney General Opinion No. MW-535 (1982);

9.03.04 Any item of food, provided however, that in lieu of competitive bidding for purchases over $5,000.00, the procedures outlined in Procedure 8.03 are followed at intervals established by the Commissioners Court;

9.03.05 Personal Property sold at auction by state licensed auctioneer, at a going out of business sale conducted in accordance with Texas Business & Commerce Code Chapter 17, Subchapter F, or by a political subdivision of this state, or an entity of the federal government;

9.03.06 Any work performed under a contract for community and economic development made by a county under Tex. Loc. Govt. Code §381.004; or

9.03.07 The renewal or extension of a lease or of an equipment maintenance agreement if (1) the lease or agreement has gone through the competitive bidding or quote procedures within the preceding twelve (12) months, (b) the renewal or extension is the first renewal or extension of the lease of agreement.

LOCAL GOVERNMENT CODE

TITLE 8. ACQUISITION, SALE, OR LEASE OF PROPERTY

SUBTITLE B. COUNTY ACQUISITION, SALE, OR LEASE OF PROPERTY

CHAPTER 262. PURCHASING AND CONTRACTING AUTHORITY OF COUNTIES

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

(1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;

(2) the renewal or extension does not exceed one year; and

(3) the renewal or extension is the first renewal or extension of the lease or agreement.

(c) If an item exempted under Subsection (a)(7) is purchased, the commissioners court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect.

(d) The exemption granted under Subsection (a)(8) of this section shall apply only to the sealed competitive bidding requirements on food purchases. Counties shall solicit at least three bids for purchases of food items by telephone or written quotation at intervals specified by the commissioners court. Counties shall award food purchase contracts to the responsible bidder who submits the lowest and best bid or shall reject all bids and repeat the bidding process, as provided by this

subsection. The purchasing officer taking telephone or written bids under this subsection shall maintain, on a form approved by the commissioners court, a record of all bids solicited and the vendors contacted. This record shall be kept in the purchasing office for a period of at least one year or until audited by the county auditor.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 59(c), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 962, Sec. 1, eff. Sept. 1, 1989; Acts 1989, 71st Leg., ch. 1001, Sec. 2, eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1060, Sec. 1, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 16, Sec. 13.03, eff. Aug. 26, 1991; Acts 1997, 75th Leg., ch. 442, Sec. 2, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1065, Sec. 1, eff. June 15, 2001.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1272, Sec. 3, eff. September 1, 2007.

Nielda Cavazos

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, January 04, 2012 3:39 PM
To: nielda.cavazos@co.hidalgo.tx.us
Subject: FW: Emergency Situation-HAZMAT-Oil Spill-Linn/San Manuel on 1-3-12 late night

Importance: High

Nielda:
Attach to agenda item #30402.

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Wednesday, January 04, 2012 1:15 PM
To: 'Martha Salazar'; valde.guerra@co.hidalgo.tx.us; sergio.cruz@co.hidalgo.tx.us; 'Oscar Montoya'
Cc: 'Darlene Betancourt'; monica.badillo@co.hidalgo.tx.us; 'Dina Trevino'; 'Matilde Faz'; 'Blanca Mayorga'; 'Tanya.Delira'; monica.hinojosa@co.hidalgo.tx.us
Subject: RE: Emergency Situation-HAZMAT-Oil Spill-Linn/San Manuel on 1-3-12 late night

Marty,

The purchasing procedures and agenda item will work to address the immediate response to the spill that occurred last night (the clean up of the public roadway and easements). Where we had a concern and I advised Oscar and Valde, is with the County performing any clean up on private property. In the event that type of response is necessary, then there will need to be some additional action taken by Commissioners Court.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****

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****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, January 04, 2012 12:16 PM
To: josephine.ramirez@da.co.hidalgo.tx.us; valde.guerra@co.hidalgo.tx.us; sergio.cruz@co.hidalgo.tx.us; 'Oscar Montoya'

Cc: 'Darlene Betancourt'; monica.badillo@co.hidalgo.tx.us; 'Dina Trevino'; 'Matilde Faz'; 'Blanca Mayorga'; 'Tanya.Delira'; monica.hinojosa@co.hidalgo.tx.us
Subject: Emergency Situation-HAZMAT-Oil Spill-Linn/San Manuel on 1-3-12 late night
Importance: High

Ms. Josephine:
We need your review, comment and guidance on the above referenced subject. Here are the facts:
First – See attached e-mail describing the event and circumstances;
Second – See Hidalgo County Purchasing Policies and Procedures (dated but still in use and attached above) which under Section IX-pages 12-13 of 16, specifically 9.01.02. d., e. & f.-Describes such events and the procedure required;
Third – CC agenda meeting of 1-10-12 (copy attached above) under the Purchasing Department, we have a standing item- 13.A.3.c which I believe will permit the Court to take action described above and herein.
Fourth – The action necessary by CC under the standing item (attached above) would be two fold:
A. Comply with the procedures described in Purchasing Policies and Procedures which will require the specific notification and memo from user Department Official-Mr. Montoya explaining the event, and all the emergency aspects more aptly described in 262.024 (a), (1)(2)(3);
B. Further CC would need to engage the company to complete any work necessary other than what was done to address the immediate emergency.

Please tell me what you think or if we need something else.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
2812 S. Bus Hwy 281
Edinburg, Tx 78539
956-292-7000 Ext 4862
956-318-2629 Fax
martha.salazar@co.hidalgo.tx.us

Nielda Cavazos

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, January 04, 2012 3:40 PM
To: nielda.cavazos@co.hidalgo.tx.us
Subject: FW: HAZMAT

Importance: High

Ms. Nielda:
Print and attach to agenda item #30402.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, January 04, 2012 9:18 AM
To: 'Matilde Faz'; 'Blanca Mayorga'; 'Tanya.Delira'
Cc: 'valde.guerra@co.hidalgo.tx.us'; 'sergio.cruz@co.hidalgo.tx.us'
Subject: FW: HAZMAT

FYI and supporting documentation for requisition submission and/or if necessary pursuant to our HC Purchasing Policies and procedures an item on next HC agenda.
Thanks,
Marty

From: Monica Hinojosa [mailto:monica.hinojosa@co.hidalgo.tx.us]
Sent: Tuesday, January 03, 2012 11:36 PM
To: martha.salazar@co.hidalgo.tx.us
Cc: Oscar Montoya; Rolando Benavides; darlene.betancourt@co.hidalgo.tx.us
Subject: HAZMAT

Marty,
As per our previous conversation, EMC Oscar Montoya has advised that a major oil spill has occured in the Lynn-San Mannuel area causing several residents to evacuate homes. The company of the tanker involved can not be located at this point. CRC has been requested as a clean up crew. At this time we do not have an estimate of the cost. A formal emergency decleration will be sent to your office with further details.

Sent from my HTC on the Now Network from Sprint!

TIPS/TAPS HOTLINE
(866) 839-8477

TIPS/TAPS FAX
(866) 839-8472

OR EMAIL US

NOT A MEMBER?
BECOME ONE TODAY!

POTENTIAL BIDDERS

VENDOR DETAILS

Printer Friendly Version

TIPS Vendor: Chemical Response & Remediation Contractors, Inc.

Serving States: AL,AK,AZ,AR,CA,CO,CT,DE,DC,FL,GA,HI,ID,IL,IN,IA,KS,KY,LA, ,MD,MA,MI,MN,MS,MO,MT,NE,NV,NH,NM,NC,ND,OH,OK,OR,PA,RI,SC,SD,TN,T

Contract Information: Contract Type: Regular Contract Number: 3042811

Contract Expiration Date: 04/28/2012 Commodity: Trades, Temporary Labor and Materials

Service/Product Description:

Provides environmental services for industry & government. CRRC offers a broad range of services, including but not limited to: Emergency Incident and Spill Response, Mold Assessment and Remediation, Asbestos Consultant and Abatement, Demolition, Geotech Drilling and Soil Sampling, Air Monitoring, Emergency Contingency Planning, and Training.

Website: http://www.chemicalresponse.com

Vendor Contact(s):

Name: David A. Hanawa
Position: President
Phone: 956-365-4252
Fax : 956-365-4412
Mobile : 956-778-8180
E-Mail: dhanawa@chemicalresponse.com

Name: Juan Cadenas
Position: Administrative Mgr
Phone: 956-365-4252
Fax : 956-365-4412
Mobile : 956.778.2746
E-Mail : jcadenas@chemicalresponse.com

Purchase Order Requirements: Fax all PO's to 866-839-8472. Write "TIPS ORDER" on all PO's.

FAX or MAIL ALL Purchase Orders to:

Address: PO Box 1894
City: Mount Pleasant
State: TX
Zip: 75456
FAX: 866-839-8472

Federal ID Number:

Payment to:

Address: PO Box 2686
City : Harlingen
State: TX
ZIP : 78551

TIPS/TAPS Contact:

Name : Kim Thompson
Phone : 866-839-8477
Fax : 866-839-8472
E-mail : tips@reg8.net
Mobile : 903-243-4789

MWBE/HUB Status:

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TIPS/TAPS HOTLINE
(866) 839-8477

TIPS/TAPS FAX
(866) 839-8472

OR EMAIL US

NOT A MEMBER?
BECOME ONE TODAY!

POTENTIAL BIDDERS

VENDOR DETAILS

Printer Friendly Version

TIPS Vendor: Chemical Response & Remediation Contractors, Inc.

Serving States: AL,AK,AZ,AR,CA,CO,CT,DE,DC,FL,GA,HI,ID,IL,IN,IA,KS,KY,LA,
,MD,MA,MI,MN,MS,MO,MT,NE,NV,NH,NM,NC,ND,OH,OK,OR,PA,RI,SC,SD,TN,T

Contract Information: Contract Type: Regular Contract Number: 2052810

Contract Expiration Date: 05/28/2012 Commodity: Professional Consulting and Other Related Services

Service/Product Description:

Provides environmental services for industry & government. CRRC offers a broad range of services, including but not limited to: Emergency Incident and Spill Response, Mold Assessment and Remediation, Asbestos Consultant and Abatement, Demolition, Geotech Drilling and Soil Sampling, Air Monitoring, Emergency Contingency Planning, and Training.

Website: http://www.chemicalresponse.com

Vendor Contact(s):

Name: David A. Hanawa
Position: President
Phone: 956-365-4252
Fax : 956-365-4412
Mobile : 956-778-8180
E-Mail: dhanawa@chemicalresponse.com

Name: Juan Cadenas
Position: Administrative Mgr
Phone: 956-365-4252
Fax : 956-365-4412
Mobile : 956.778.2746
E-Mail : jcadenas@chemicalresponse.com

Purchase Order Requirements: Fax all PO's to 866-839-8472. Write "TIPS ORDER" on all PO's.

FAX or MAIL ALL Purchase Orders to:

Address: PO Box 1894
City: Mount Pleasant
State: TX
Zip: 75456
FAX: 866-839-8472

Federal ID Number:

Payment to:

Address: PO Box 2686
City : Harlingen
State: TX
ZIP : 78551

TIPS/TAPS Contact:

Name : Kim Thompson
Phone : 866-839-8477
Fax : 866-839-8472
E-mail : tips@reg8.net
Mobile : 903-243-4789

MWBE/HUB Status:

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Hidalgo County
Office of Emergency Management

Mediplex Building
1615 S. Closner, Ste. G Edinburg, Texas
956-318-2615 Office 956-289-7889 Fax

Hidalgo County
Emergency Management

MEMORANDUM

TO: Martha Salazar, Purchasing Agent
Hidalgo County Purchasing

FR: Oscar D. Montoya, Emergency Management Coordinator
Hidalgo County Emergency Services Division

DATE: January 4, 2012

RE: Emergency Certification-Linn/San Manuel Hazmat Incident

As defined in the Hidalgo County Purchasing Policies and Procedures, Section IX (Emergency and Sole Source Purchases, Other Exempt Purchases) services were requested from Chemical Response and Remediation Contractors, Inc for emergency response and environmental services for a chemical spill that occurred on January 3, 2011 at 7:30 pm on 1/ 2 mile west of 281 on Laguna Seca road in the Linn-San Manuel area. As listed in Section 9.01.01 of the Policies and Procedures services were requested for the following reasons:

a. In the case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the County;
b. To purchase an item necessary to preserve or protect the public health or safety of the residents of the County; or
c. To purchase an item necessary because of unforeseen damage to public property.

At this time the services have not been completed by the vendor nor has an estimate been provided for cost of services. As per the vendor, a meeting is scheduled between a representative from CRRC and the insurance company representing the owner of the tanker involved in the

accident regarding payment terms and conditions. As soon as information is made available to our office it will immediately be forwarded to the Purchasing Office.

Should you have any questions please contact Monica J. Hinojosa at (956)318-2615.

ORDER

To: Hidalgo County Commissioners Court

From: Emergency Management

Date: January 10, 2012

Re: HAZMAT Event of 01-03-2012 in the Linn/San Manuel Area

Pursuant to the current approved Hidalgo County Purchasing Policies, Section IX, Article 9.01.02 e. & f., presentation of a Certification submitted by Emergency Management Official for the emergency event occurring on Tuesday, January 03, 2012 it is hereby ordered said certification is approved and shall be made part of these Commissioners Court's minutes.

Now therefore on this 10th day of January, 2012 this Order is approved by Hidalgo County Commissioners Court.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved as to form:
Assistant Criminal District Attorney
County Affairs

_____
Josephine Ramirez-Solis

From:	Josephine L. Ramirez
To:	"Martha Salazar"
Cc:	darlene.betancourt@co.hidalgo.tx.us; nielda.cavazos@co.hidalgo.tx.us; cynthia.delacruz@co.hidalgo.tx.us; monica.badillo@co.hidalgo.tx.us; monica.hinojosa@co.hidalgo.tx.us
Subject:	RE: ORDER
Date:	Thursday, January 05, 2012 1:48:00 PM

The Order should read that the certification "is approved and shall be made part of the minutes…" Also, you may want to reference Local Govt Code Section 262.024(a)(2) as the basis for the procedures….unless you have that as a specific item on the agenda.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, January 04, 2012 5:26 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: darlene.betancourt@co.hidalgo.tx.us; nielda.cavazos@co.hidalgo.tx.us; cynthia.delacruz@co.hidalgo.tx.us; monica.badillo@co.hidalgo.tx.us; monica.hinojosa@co.hidalgo.tx.us
Subject: ORDER
Importance: High

Mrs. Solis:
Can you review and comment on the order I drafted (attempted) that would be part of the requisites under HCPP&P for the items on CC agenda of 1-10-12 and thereafter attach as supporting documentation.
Thanks,
Marty

Martha L. Salazar, **CPPB**
Hidalgo County Purchasing Agent
2812 S. Bus Hwy 281
Edinburg, Tx 78539

AI-30363 **13. B. 1.**

CC REGULAR

Meeting Date: 01/10/2012

Submitted For: Yoli Cisneros **Submitted By:** Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Construction Change Order No. 1 increase the amount of days for 40 calendar days with Saenz Utility Contractors, Ltd. (contracted vendor for “El Dora Street & Drainage Improvement Project") reflecting 1) Unable to start work due to storm sewer system being installed by other contractor(37 days) & 2) inclement weather days (3 days), with authority for County Judge to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-122-052-0-731

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

BUDGETARY IMPACT:

PO #662862 available balance of $177,980.05 as of 12/28/2011.

Attachments

CO #1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/28/2011 05:03 PM
Budget & Management	Merlen P. Munoz	12/29/2011 08:10 AM
Roland Garcia	Rolando Garcia	12/29/2011 11:06 AM
Auditor's Office	Angela Garcia	12/29/2011 04:59 PM

Form Started By: Yolanda Cisneros Started On: 12/28/2011 04:07 PM

Final Approval Date: 12/29/2011

CHANGE ORDER NUMBER ONE (1)

Project: **EL DORA STREET AND DRAINAGE IMPROVEMENTS PROJECT**

DATE OF ISSUANCE: 1/10/2012 EFFECTIVE DATE: 1/10/2012

OWNER: Hidalgo County Precinct No. 2
OWNER'S CONTRACT NO: C-11-044A-06-28

CONTRACTOR: Saenz Utility Contractors, Ltd.
22290 N. FM 88
Edcouch, TX. 78538

ENGINEER: Raul E. Sesin, PE
Planning Administrator
Hidaldo County Planning Department
1304 South 25th Street
Edinburg, Texas 78539

You are directed to make the following changes in the Contract Documents.

Description:
1. Contract Time Extension
2.
3.
4.
5.
6.
7

Reason for Change Order:
1. Unable to start work due to storm sewer system being installed by other contractor (37 days).
2. Inclement weather days (3 days)
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 265,812.97		Original Contract Time for Substantial Completion: 90 calendar days or dates
Net Changes from previous Change Order $ -		Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 265,812.97		Contract Time prior to this Change Order Substantial Completion: 90 calendar days or dates
Net Increase(decrease) of this Change Order $ -		Net Increase(decrease) of this Change Order 40 calendar days
Contract Price with all approved Change Orders $ 265,812.97	Net % increase(decrease)from original contract price. 0.00%	Contract Time with all approved Change Orders Substantial Completion: 130 calendar days or dates

RECOMMENDED:
By: _____ PE
Engineer (Authorized Signature)
Date: 12/23/11

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: Pedro Saenz
Contractor (Authorized Signature)
Date: 12-28-11

Exhibit E-B

AI-30364 **13. B. 2.**

CC REGULAR

Meeting Date: 01/10/2012

Submitted For: Yoli Cisneos **Submitted By:** Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Construction Change Order No. 2 increase the amount of days for 55 calendar days with Mission Paving Company, Inc. (Contracted vendor for "Tower Road Phase I Project" reflecting 1) unable to start work due to fiber optic line not relocated by utility company, with authority for County Judge to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-122-049-0-731

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

BUDGETARY IMPACT:

PO #662859 available balance of $225,690.90 (with increase of $17,000) as of 12/28/2011.

Attachments

CO #2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/28/2011 05:03 PM
Budget & Management	Merlen P. Munoz	12/29/2011 08:11 AM
Roland Garcia	Rolando Garcia	12/29/2011 11:09 AM
Auditor's Office	Angela Garcia	12/29/2011 04:59 PM

Form Started By: Yolanda Cisneros Started On: 12/28/2011 04:22 PM

Final Approval Date: 12/29/2011

CHANGE ORDER NUMBER TWO (2)

Project: **TOWER ROAD PHASE 1 ROAD AND DRAINAGE IMPROVEMENTS PROJECT**

DATE OF ISSUANCE: 1/10/2012 EFFECTIVE DATE: 1/10/2012

OWNER: Hidalgo County Precinct No. 2
OWNER'S CONTRACT NO: C-11-044B-06-2B

CONTRACTOR: Mission Paving Company, Inc.
P.O. Box 949
Mission, Texas 78573

ENGINEER: Raul E. Sesin, PE
Planning Administrator
Hidaldo County Planning Department
1304 South 25th Street
Edinburg, Texas 78539

You are directed to make the following changes in the Contract Documents.

Reason for Change Order:

1. Contract time extension
2.
3.
4.
5.
6.
7

Description:

1. Unable to start work due to fiber optic line not relocated by utility company
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price $ 225,690.90		Original Contract Time for Substantial Completion:	90 calendar days or dates
Net Changes from previous Change Order $ 17,000.00		Net Change from previous Change Orders	0 calendar days
Contract Price prior to this Change Order $ 242,690.90		Contract Time prior to this Change Order Substantial Completion:	90 calendar days or dates
Net Increase(decrease) of this Change Order $ -		Net Increase(decrease) of this Change Order	55 calendar days
Contract Price with all approved Change Orders $ 242,690.90	Net % increase(decrease)from original contract price. 0.00%	Contract Time with all approved Change Orders Substantial Completion:	145 calendar days or dates

RECOMMENDED:

By: _____ PE
Enigineer (Authorized Signature)

Date: 12/26/11

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: Dec 28 2011

Exhibit E-B

AI-30362 **13. C. 1.**

CC REGULAR

Meeting Date: 01/10/2012

Submitted For: Martha L. Salazar **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pct. #4's Drainage Improvement Project (DIP) titled J-09 Project #2011-298-11-30-OGG Disposition of Soil and pursuant to Texas Local Government Code, Chapter 263.152 (a) (3), requesting Commissioners Court to ...'order the property otherwise disposed...' inasmuch as CC undertook to sell said property under 263.152(a)(1)...'sealed competitive bids' and was unable to do so because no bids were received for the fill dirt/loose materials from Drainage Improvement Project aka J-09 located on North Monte Cristo Rd. between Wallace and Bryan Rd in Pct. #4.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact to Hidalgo County.

Attachments

11-298

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/28/2011 04:56 PM
Budget & Management	Merlen P. Munoz	12/29/2011 08:10 AM
Olga Garza	Olga Garza	12/29/2011 09:26 AM
Auditor's Office	Angela Garcia	12/29/2011 04:59 PM

Form Started By: Oscar Garza Started On: 12/28/2011 04:07 PM

Final Approval Date: 12/29/2011

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO.4

BID OPENING DATE: November 30, 2011	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID:
("Sale or Exchange, Removal and Hauling of Fill Dirt/Loose Materials from So. J-09 located on North Monte Cristo rd. between Wallace and Bryan Rd. Pct. #4")

BID NO: 2011-298-11-30-OGG			**Program Coordinator: OSCAR GARZA**
BID # RFB#	**NAME OF COMPANY**	**UNIT PRICE Per Cubic Yd.**	**TOTAL APPROXIMATE PRICE (Payable to Hidalgo County)**
#1	No Bids Received	Fill Dirt: _____ Combined: _____	
#2		Fill Dirt: _____ Combined: _____	
#3		Fill Dirt: _____ Combined: _____	
#4		Fill Dirt: _____ Combined: _____	
#5		Fill Dirt: _____ Combined: _____	
#6		Fill Dirt: _____ Combined: _____	

Hidalgo County Purchasing Department
Bid Opening Sign In

Date: 12/28/11

	Please Print Name	Company Name
1.	Oscar Garza	Purchasing Dept.
2.	Priscilla Jones	CO. Clerks
3.	Tanya De Leon	Purchasing Dept.
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		

1.	2011-160-12-28-SMA
2.	2011-286-12-28-CGA
3.	2011-298-11-30-OGG (NO-BIDS REC.)
4.	2012-07-12-21-SGS (NO-BIDS REC.)
5.	
6.	

"HIDALGO COUNTY-PROFESSIONAL AUDITING SERVICES"
"YOUTH ADVERTED FROM DELINQUENCY PROGRAM SERVICES FOR HIDALGO COUNTY JUVENILE JUSTICE CENTER" ACCEPTANCE DATE EXTENDED TO: JANUARY 4, 2012
"SALE OR EXCHANGE, REMOVAL AND HAULING OF FILL DIRT/LOOSE MATERIALS FROM SO. J-09 LOCATED ON NORTH MONTE CRISTO RD. BETWEEN WALLANCE AND BRYAN RD. PCT. #4"
PAGER SERVICES-HIDALGO COUNTY

AI-30336 **13. D. 1.**

CC REGULAR

Meeting Date: 01/10/2012

Submitted For: Martha L. Salazar **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Authorization to purchase through Hidalgo County's membership and participation with TASB/Buyboard's awarded vendor, Philpott Motors-Contract No. 358-10, Two (2) New 2011 or Newer Ford Expeditions equipped for a combined total of $78,565.00.00 which includes $400.00 buy-board pricing and delivery fees for -Project #2012-036-OGG); or in the alternative,

b. Authority to advertise sealed competitive procurement for the purchase of: Two (2) 2012 or newer Ford Expeditions to include options as described on attached specifications or equivalent.

BACKGROUND

Funding for proposed project are from Grant Funds as per Mr. Richard Ozuna and outlined under Req.#00207537; Acct. #1-1284-423-00-280-042-1-741.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1284-423-00-280-042-1-741

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Proposed purchase is from Grant Funds for Sheriff's Office.

Req#207537

Attachments

12-036

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/28/2011 03:33 PM
Budget & Management	Merlen P. Munoz	12/28/2011 04:59 PM
Manuel Chapa	Angela Garcia	12/29/2011 07:51 AM
Roland Garcia	Rolando Garcia	12/29/2011 10:45 AM
Auditor's Office	Angela Garcia	12/29/2011 04:59 PM

Form Started By: Oscar Garza Started On: 12/27/2011 11:46 AM

Final Approval Date: 12/29/2011

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00207537
PO #
Date: 12/16/11

RECEIVED
By Oscar Garza at 12:04 pm, Dec 27, 2011

Bill To: x
x

Vendor : 220779
PHILPOTT MOTORS LTD
P.O. BOX 876
PORT NECHES TX 77651
FAX (254)865-9118

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: RICHARD OZUNA
956-393-6024

Contract No: 358-10
Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	FULLY EQUIPPED FORD EXPEDITION W/EMERGENCY EQUIPMENT & DECALS	25,816.00	25,816.00
1.00	EACH	PUBLISHED OPTIONS	6,947.00	6,947.00
1.00	EACH	UNPUBLISHED OPTIONS	6,588.00	6,588.00
1.00	EACH	FULLY EQUIPPED FORD EXPEDITION W/ EMERGENCY EQUIPMENT & DECALS	25,816.00	25,816.00
1.00	EACH	PUBLISHED OPTIONS	6,125.00	6,125.00
1.00	EACH	UNPUBLISHED OPTIONS	6,873.00	6,873.00
1.00	EACH	BUY BOARD ADMINISTRATIVE FEE ($400.00 PER PURCHASE ORDER)	400.00	400.00
		Account No	Encumbrance	
		1-1284-423-00-280-042-1-741	78,565.00	
			Freight	.00
			Total	78,565.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req # 207537

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Vehicles

BUYBOARD #358-10

End User: HIDALGO COUNTY SHERIFF'S DEPT. **Philpott Rep:** ALAN WILEY 888 858-7801

Contact: RICHARD OZUNA **Date:** 1-Dec-11

Product Description: FORD EXPEDITION

A. Bid Series: 86 **A. Base Price:** $ 25,816.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	SPECIAL SERVICE MODEL	STD	125	GENERAL SERVICE PACKAGE B	$ 6,125.00
	5.4L AUTOMATIC	STD		WITH PATROL PACKAGE	
	CLOTH BUCKETS FRONT	STD		EQUIPMENT AS PER 2010 MODELS	
	VINYL 2ND ROW	STD		ON PO# 637260	
	AM-FM CD TILT/CRUISE	STD		SEE UPGRADE BELOW	
	RUBBER FLOOR	STD			
875	THIRD ROW SEAT	$ 822.00			

Total of B. Published Options: $ 6,947.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 20.1 %

Options	Bid Price	Options	Bid Price
PATROL PACKAGE WITH 100 WATT	$ 7,775.00	FLOOR PLAN AND LOT INSURANCE	$ 285.00
RADIO, SAFETY VISION VIDEO PKG	INCL		
SAME AS PER 3 2010 MODELS	INCL	DELETE SCREEN BEHIND 2ND ROW SEAT	$ (236.00)
SAL'S GRAPHICS PACKAGE	INCL	DELETE REAR STORAGE CONTAINER	$ (36.00)
REAR DOOR WINDOW ARMOR	INCL	DELETE WATER CONTAINER	$ (13.00)
ESTIMATED DELIVERY IN 120-150 DAYS	NOTE		
2012 MODEL WITH WHITE EXTERIOR	YES		
UPGRADED LIGHT BAR INCLUDED	YES		
DELETE 2-WAY RADIO	$ (1,293.00)	INSTALL CUSTOMER PROVIDED 2-WAY	YES
UPGRADE HIDEAWAY STROBES TO	$ 106.00	RADIO	
LED STROBE LIGHTS			

Total of C. Unpublished Options: $ 6,588.00

D. Contract Price Adjustment: _____

E. Delivery Charges: _____ miles $ -

F. Total of A + B + C + D + E = F $ 39,351.00

G. Quantity Ordered 1 **x F =** $ 39,351.00

H. BUYBOARD Administrative Fee ($400 per purchase order) $ 400.00

I. Non-Equip Charges & Credits _____

J.	**TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE**	**$ 39,751.00**

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Vehicles

BUYBOARD #358-10

End User: HIDALGO COUNTY SHERIFF'S DEPT **Philpott Rep:** ALAN WILEY 888 858-7801

Contact: RICHARD OZUNA **Date:** 1-Dec-11

Product Description: FORD EXPEDITION

A. Bid Series: 86 **A. Base Price:** $ 25,816.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	SPECIAL SERVICE MODEL	STD	125	GENERAL SERVICE PACKAGE B	$ 6,125.00
	5.4L AUTOMATIC	STD		WITH PATROL PACKAGE	
	CLOTH BUCKETS FRONT	STD		EQUIPMENT AS PER 2010 MODELS	
	VINYL 2ND ROW	STD		ON PO# 637260	
	AM-FM CD TILT/CRUISE	STD		SEE UPGRADE BELOW	
	RUBBER FLOOR	STD			

Total of B. Published Options: $ 6,125.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 21.5 %

Options	Bid Price	Options	Bid Price
PATROL PACKAGE WITH 100 WATT	$ 7,775.00	FLOOR PLAN AND LOT INSURANCE	$ 285.00
RADIO, SAFETY VISION VIDEO PKG	INCL		
SAME AS PER 3 2010 MODELS	INCL		
SAL'S GRAPHICS PACKAGE	INCL		
REAR DOOR WINDOW ARMOR	INCL		
ESTIMATED DELIVERY IN 120-150 DAYS	NOTE		
2012 MODEL WITH WHITE EXTERIOR	YES		
UPGRADED LIGHT BAR INCLUDED	YES		
DELETE 2-WAY RADIO	$ (1,293.00)	INSTALL CUSTOMER PROVIDED 2-WAY	YES
UPGRADE HIDEAWAY STROBES TO	$ 106.00	RADIO	
LED STROBE LIGHTS			

Total of C. Unpublished Options: $ 6,873.00

D. Contract Price Adjustment: _____

E. Delivery Charges: _____ miles $ -

F. Total of A + B + C + D + E = F $ 38,814.00

G. Quantity Ordered 1 **x F =** $ 38,814.00

H. BUYBOARD Administrative Fee ($400 per purchase order) $ 400.00

I. Non-Equip Charges & Credits _____

J.	**TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE**	**$ 39,214.00**

MAIN MENU

BID LOG DATA ENTRY FORM

Bid No. 2012036

Buyer OGG

Project Type BUY-BOARD (TASB)

BID PROCESS STATUS **OPEN**

Bid Description
Purchase of (2) New 2012 or Newer Ford Expeditions

11:48:22.15 AM

Department
SHERIFF'S OFFICE

No. Assigned Date: **12/27/2011**

Ad Date1	Ad Date2	Ad Date3	Pre Project Conf.	Bid Opening Date

CC Action Date	Type of CC Action	Awarded Vendor 1

Current Project Status

DATE OF LAST UPDATE: 12/27/2011

12/27/11 11:47:29 AM og; PENDING CC APPROVAL ON JANUARY 04, 2011

AI-30366 **13. D. 2.**

CC REGULAR

Meeting Date: 01/10/2012

Submitted For: Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the first (1st) year of the additional two (2) one (1) year periods as provided in the current contract for: "Repairs, Installation & Removal, Communication & Radio Tower Miscellaneous Equipment" (on an as needed basis) for Hidalgo County Sheriff's Office, under the same rates, terms and conditions with: TRI-COUNTY COMMUNICATIONS.

BACKGROUND

Letter of Extension-Tri County Communications
Current Contract #C-11-023-01-11

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-280-001-0-432

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

BUDGETARY IMPACT:

Available funds in 2012 budget are $200,500.00.

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-423-21-280-002-0-432

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

BUDGETARY IMPACT:

Available funds in 2012 budget are $77,000.00.

Attachments

Current Contract#C-11-023-01-11-Tri County Comm Ltd-HCSO
Extension Letter & Insurance
1/11/11 Agenda Request

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/28/2011 05:18 PM
Budget & Management	Merlen P. Munoz	12/29/2011 08:11 AM
Perla Lopez	Perla Lopez	12/29/2011 01:39 PM
Auditor's Office	Angela Garcia	12/29/2011 04:59 PM

Form Started By: Letty Saenz Started On: 12/28/2011 04:37 PM

Final Approval Date: 12/29/2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-023-01-11

THIS CONTRACT is made and entered into this **11th** day of **January, 2011** by and between the **County of Hidalgo, Texas** ("County"), and **Tri-County Communications, LTD.** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Repairs, Installation & Removal, Communication & Radio Tower 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 **January 11, 2011** and expiring on **January 10, 2012** and may be extended at the sole discretion of the County for an **additional two (2) one (1) year terms** under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses,

qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has

no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: Tri-County Communications, LTD
Attn: Claude Copeland, General Manager
1421 E. Pike Blvd
Weslaco, Texas 78596

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 11th day of January, 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

Approved by Commissioners' Court
on _____

COMPANY:
TRI-COUNTY COMMUNICATIONS LTD

By: _____

Printed Name: CLAUDE COPELAND

Title: GENERAL MANAGER

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY SHERIFF'S OFFICE
"Repairs, Installation and Removal of Communication and Radio Tower Miscellaneous Equipment"
Bid No: 2011-023-01-05-ERT

1. **Request For Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 4 pages.**
4. **Exhibit "B" Bid Page consisting of 2 pages.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
7. **Vendor/Bidder Application, consisting of 2 pages.**
8. **W-9 form, consisting of 4 pages.**
9. **Certification Regarding Debarment consist of 1 page.**
11. **Draft Service Contract, consisting of 8 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

December 20, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

December 20, 2010

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids –**"Repairs, Installation and Removal of Communication and Radio Tower Miscellaneous Equipment"**
Bid No: 2011-023-01-05-ERT

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2011-023	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext. 4882

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE

"REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION AND RADIO TOWER MISCELLANEOUS EQUIPMENT"

BID OPENING DATE:

JANUARY 5, 2011

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

LEGAL NOTICE **BID NO: 2011-023-01-05-ERT**

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE – "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION AND RADIO TOWER MISCELLANEOUS 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-2011-023-01-05-ERT HIDALGO COUNTY SHERIFF'S OFFICE - "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION AND RADIO TOWER MISCELLANEOUS EQUIPMENT"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, JANUARY 5, 2011. 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-2011-023-01-05-ERT RFB-HIDALGO COUNTY SHERIFF'S OFFICE – "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION AND RADIO TOWER MISCELLANEOUS 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. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject

all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy 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 – "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION AND RADIO TOWER MISCELLANEOUS 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:

Hidalgo County Sheriff's Office
Attn: Monica Hinojosa
711 E. El Cibolo Rd.
Edinburg, Texas 78539
(956) 383-8114

17. Schedule of Events

Bid Opening, 9:30 AM	**JANUARY 5, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work,

the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of

Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY SHERIFF'S OFFICE
"REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION AND RADIO TOWER MISCELLANEOUS EQUIPMENT"
BID NO.: 2011-023-01-05-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2011-023-01-05-ERT

SPECIFICATIONS

Project Overview:
The Hidalgo County Sheriff's Office is seeking to contract with a qualified bidder to conduct all "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT" on an "As Needed Basis" including, but not limited to, the following:

Specifications, Requirements, Terms & Conditions

1. The bid contract will be for communication & radio tower miscellaneous equipment that is currently installed in, or will be installed in the communication department or tower sites. This bid contract will include but is not limited to the following; programming of frequency and software, repairs, installation and removal to base radio consoles, tower site repeaters or equipment, portable radios, or specialty surveillance equipment.

2. Vendor shall have been in business (in this field) for a minimum of five (5) years.

3. 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
   e) Contract term

4. Vendors submitting bid will use only certified service technicians in performing installations, repairs and removals.

5. Vendors submitting bid will be able to refurbish and/or repair any and all none working radios, and miscellaneous equipment unless equipment is beyond repair.

6. Vendors 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.

7. Vendors submitting bid will have the proposed facility insured for loss's resulting in theft, fire, employee negligence or hazardous weather conditions.

8. Vendors submitting bid must have a service facility to be able to complete work specified located in Hidalgo County.

9. Vendors submitting bid must guarantee work performed.

10. Vendors submitting bid must be able to conduct installations repairs and removals at the Sheriff's Office or tower sites 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.

11. Vendors submitting bid are welcome to make arrangements with the Purchasing Department set up an appointment to examine the equipment.

12. For all prices for repairs, removals, installations and programming shall include consideration for time and labor.

13. Hourly rate will commence upon arrival at tower site location as requested by Hidalgo County.

14. The contract shall be for an initial period of one (1) year with County's option to renew for two (2) additional, one (1) year terms, under the same rates, terms and conditions.

15. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

16. Hidalgo County reserves the right to hold the bids for a period of ninety (90) days without taking any action.

17. Any contract awarded to a successful bidder will be in effect until;
a) The contract expires
b) Delivery acceptance of products and/or performance of services ordered, or
c) Terminated by County with thirty (30) days written notice prior to be cancellation.

18. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities Or technicalities, or to accept the bid considered the best and most advantage to the County.

19. HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.

20. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services from the next low bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

21. 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.

22. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

Evaluation of bids: All bids shall be evaluated on all factors including but not limited to price, qualification of vendor and ability of vendor to render services, etc., and any other factors considered to be in the best interest of Hidalgo County.

PART I - REPAIRS

The Hidalgo County Sheriff's Office has installed in the Communication Department the following equipment:

1). Base Radio Council:

A. Gaitronics councils ICP9000
B. Motorola command plus councils

Note: Any and all new radios council acquired by the Sheriff's Office will be honored.

2). Radio Tower Equipment (offsite or on-site):

A. Motorola repeater
B. Midland repeater
C. Macom repeater

Note: Any and all new Radio Tower Equipment acquired by the Sheriff's Office will be honored.

3). Miscellaneous Equipment:

A. Headsets
B. Microphones

4). Portable Radio / mobile radios:

A. Motorola (any and all models)
B. Vertex (any and all models)

Note: Any and all new equipment acquired by the Sheriff's Office will be honored.

Equipment used can change on a day-to-day basis depending on new product lines available. The above list is to let you know what type of equipment you may be repairing and not to limit the scope of repairs to these items only. The repairs will be for anything installed that is considered communication equipment. (ex. Base radio consoles, tower site repeaters or equipment, portable radios, or specialty surveillance equipment).

PART II - REMOVAL AND INSTALLATION DESCRIPTION

1). Base Radio Council :

A.. Gaitronics councils ICP9000
B. Motorola command plus councils

Note: Any and all new radios council acquired by the Sheriff's Office will be honored.

2). Radio Tower Equipment (offsite or on-site):

A. Motorola repeater
B. Midland repeater
C. Macom repeater

Note: Any and all new Radio Tower Equipment acquired by the Sheriff's Office will be honored.

3). Miscellaneous Equipment:

A. Headsets
B. Microphones

4). Portable Radios:

A. Motorola (any and all models)
B. Vertex (any and all models)

Note: Any and all new equipment acquired by the Sheriff's Office will be honored.

Equipment used can change on a day-to-day basis depending on new product lines available. The above list is to let you know what type of equipment you may be removing and installing and is not to limit the scope of removal and installation to these items only. The removal and installation will be for anything that is considered communication equipment. (ex. BASE RADIO CONSOLES, TOWER SITE REPEATERS OR EQUIPMENT, PORTABLE RADIOS, OR SPECIALTY SURVEILLANCE EQUIPMENT).

Additional information:
Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN, December 29, 2010 at 5:00 p.m. at eric.trevino@co.hidalgo.tx.us. Responses to said inquiries will be sent to all applicants via facsimile by no later than December 31, 2010 at 5:00 P.M.

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2011-023-01-05-ERT

BID PAGE

PART I - REPAIRS

Repairs should be for an hourly / time repair rate with mark up rate for parts. Any and all additional fees should be included in bid price **(Reference to Exhibit "A" Specifications)**.
NOTE: Hourly rate will commence upon arrival at tower site location as requested by Hidalgo County.

HOURLY RATES:

A. Normal Business Hours _____ A.M. to _____P.M. **(please fill in time)**

1. Technician $_____ Per Hour

B. After Hours, Weekends & Holidays _____ to _____**(please fill in time)**

1. Technician $_____ Per Hour

C. Mark Up (%) Rate for Parts:_____

PLEASE STATE ALL WARRANTIES: _____

PART II - REMOVAL AND INSTALLATION DESCRIPTION

Removal and installation should be for an hourly / time rate. Any and all additional fees should be included in bid price **(Reference to Exhibit "A" Specifications)**.

HOURLY RATES:

A. Normal Business Hours _____ A.M. to _____P.M. **(please fill in time)**

1. Technician $_____ Per Hour

B. After Hours, Weekends & Holidays _____ to _____**(please fill in time)**

1. Technician $_____ Per Hour

C. Mark Up (%) Rate For Parts:_____

PLEASE STATE ALL WARRANTIES:_____

VENDOR / COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

CELLULAR & PAGER NUMBERS:_____

FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

NOTE: ANY AND ALL NEW EQUIPMENT ACQUIRED BY THE SHERIFF'S OFFICE WILL BE HONORED.

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A

INSURER B

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION 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 ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
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				

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
Thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____ **Non-Profit**
_____ LLC _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
~~Contact Person: _____ Title: _____ Phone No.: ( )~~
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
~~Contact Person: _____ Title: _____ Phone No.: ( )~~
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing 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.

EXHIBIT "B"

VENDOR'S BID with BID TABULATION SHEET

Bid
For

HIDALGO COUNTY SHERIFF'S OFFICE
"REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION AND RADIO TOWER MISCELLANEOUS EQUIPMENT"
BID NO.: 2011-023-01-05-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:	Tri-County Communications LTD
Address:	1421 E Pike Blvd Weslaco, Tx 78596
By:	
Printed Name:	Claude Copeland
Title:	General Manager

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2011-023-01-05-ERT

BID PAGE

PART I - REPAIRS

Repairs should be for an hourly / time repair rate with mark up rate for parts. Any and all additional fees should be included in bid price **(Reference to Exhibit "A" Specifications).**
NOTE: Hourly rate will commence upon arrival at tower site location as requested by Hidalgo County.

HOURLY RATES:

A. Normal Business Hours 8 A.M. to 5 P.M. **(please fill in time)** OPENED

1. Technician $ 57.50 Per Hour 9.46

B. After Hours, Weekends & Holidays 5pm to 8am **(please fill in time)** 1-5-2011 Witnessed

1. Technician $ 86.25 Per Hour

C. Mark Up (%) Rate for Parts: 15%

PLEASE STATE ALL WARRANTIES: 90 days - Parts/Equipment/Repairs

PART II - REMOVAL AND INSTALLATION DESCRIPTION

Removal and installation should be for an hourly / time rate. Any and all additional fees should be included in bid price **(Reference to Exhibit "A" Specifications).**

HOURLY RATES:

A. Normal Business Hours 8 A.M. to 5 P.M. **(please fill in time)**

1. Technician $ 57.50 Per Hour

B. After Hours, Weekends & Holidays 5pm to 8am **(please fill in time)**

1. Technician $ 86.25 Per Hour

C. Mark Up (%) Rate For Parts: 15%

PLEASE STATE ALL WARRANTIES: 90 days - Removals/Installs

VENDOR / COMPANY NAME: Tri-County Communications LTD

ADDRESS: 1421 E Pike Blvd

CITY/STATE/ZIP CODE: Weslaco, Texas 78596

PHONE NUMBER: 956-447-8440

CELLULAR & PAGER NUMBERS: 956-227-0205 956-491-3936

FAX NUMBER: 956-447-0622

AUTHORIZED SIGNATURE:

PRINTED NAME: Claude Copeland

TITLE: General Manager

DATE: 01/04/2011

NOTE: ANY AND ALL NEW EQUIPMENT ACQUIRED BY THE SHERIFF'S OFFICE WILL BE HONORED.

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION GRID

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE

BID OPENING DATE: January 5, 2010	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Repairs, Installation and Removal of Communication and Radio Tower Miscellaneous Equipment"

BID NO: 2011-023-01-05-ERT	**BUYER: ERIC TREVINO**

Name of participant	Name of participant	Name of participant
Tri-County Communications LTD	**South Texas Communication**	**Preferred Tank and Tower**
Part I Repairs: **(a) 8am-5pm - $57.50 per hour** **(b) 5pm-8am - $86.25 per hour** **(c) 15% mark up % rate for parts** **Please state all warranties: 90 day warranty**	Part I Repairs: (a) 8am-5pm - $60 per hour (b) Any hours which are not normal business hours - $90 per hour (c) 15% mark up % rate for parts Please state all warranties: 60 day warranty	Part I Repairs: (a) NO BID (b) NO BID (c) NO BID Please state all warranties: NO BID
Part II Removal and Installation Description: **(a) 8am-5pm - $57.50 per hour** **(b) 5pm-8am - $86.25 per hour** **(c) 15% mark up % rate for parts** **Please state all warranties: 90 day warranty**	Part II Removal and Installation Description: (a) 8am-5pm - $60 per hour (b) Any hours which are not normal business hours - $90 per hour (c) 15% mark up % rate for parts Please state all warrantics:	Part II Removal and Installation Description: (a) 7am-4pm - $100 per hour (b) 5pm-7am - $150 per hour (c) 30% mark up % rate for parts Please state all warranties:

EXHIBIT "C"

INSURANCE REQUIREMENTS

AI 24722 — CC - 1/11/11

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/06/2011

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.	
THE KLEMENT AGENCY P.O. BOX 820 PROSPER TX 75078 (972) 562-7455	**INSURERS AFFORDING COVERAGE**	**NAIC #**
INSURED	INSURER A: SCOTTSDALE INSURANCE CO	
Tri-County Communications, Ltd. 1421 E. Pike Street Weslaco TX 78596-	INSURER B: PROGRESSIVE COUNTY MUTUAL	
	INSURER C: EMPLOYER'S COMP	
	INSURER D: GREAT AMERICAN	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
B		**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	CPS1287111	12/13/2010	12/13/2011	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 $ 100,000 $ 2,000,000 $ 2,000,000
B		**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	05834805-3	06/23/2010	06/23/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
C		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	EPIC3090380-11	01/01/2011	01/01/2012	WC STATU-TORY LIMITS X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A		**OTHER** TOWER & EQUIPMENT	IMP174294408	12/16/2010	12/16/2011	TOWER & EQUIPMENT DEDUCTIBLE	1,155,000 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / 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 DEPT
2812 S.HIGHWAY BUS 281
EDINBURG TX 78539-

CANCELLATION

AI 105172

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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HI-24722 CC-1-11-11

SUMMARY OF INSURANCE: VEHICLE INFORMATION

DATE 01/10/2011

PRODUCER

THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

APPLICANT NAME AND MAILING ADDRESS

CLIENT ID 100867

Tri-County Communications, Ltd.
1421 E. Pike Street
Weslaco TX 78596-
(956)447-8440

POLICY 05834805-3 07/13/2010 to 08/23/2011

YEAR	MAKE AND MODEL		VEHICLE IDENTIFICATION NUMBER	CLASS	ACTUAL CASH VALUE
2000	DODGE	VAN	2B4GP44G8YR762211		
2006	FORD	EXPEDITION	1FMPU15586LA14857		
1995	FORD	PICKUP	1FTEX15N6SKB61584		
2006	FORD	EXPEDITION	1FMFU17536LA90737		

THIS DOCUMENT OUTLINES THE GENERAL COVERAGES PRESENTED AND IN NO WAY CHANGES OR AFFECTS THE INSURANCE UNDER ANY POLICY ACTUALLY ISSUED. ALL PROTECTION IS SUBJECT TO ACTUAL POLICY CONDITIONS AND EXCLUSIONS.

2010-381-11-24-MSS	Eldora Road Street and Drainage Improvements
2010-382-11-24-MSS	Tower Road Phase 1 Road and Drainage Improvements

2. AI-24708 Consideration and action on a recommendation by project engineer Raul E. Sesin, P.E., Hidalgo County Planning Department, to award to the lowest bidder meeting all specifications: Mission Paving Co., Inc. for Base Bid-$285,312.10 for Bid No. 2010-363-11-24-MSS -Hidalgo County Precinct No. 2 -"Tower Road Phase 2 -Road and Drainage Improvements". approved

3. AI-24725 Accept and approve final negotiated "On-Call" professional appraisal services agreement on an as needed basis with Leonel Garza Jr. & Associates LLC for, "Various Projects" for Precinct No. 2 as ranked/approved for negotiations on CC 12/30/10. approved

4. AI-24716 a. Approval of Change Order No 2 an increase of $58,831.30.00 and additional 44 days to the contract with D. Wilson Construction Co. (Contract #C-09-037-11-17) for the Construction of the New Pct 2 Administration & Other County Offices Complex" in connection with all labor, equipment and materials for the work described including, but not limited to, change requests and other items; approved

b. Approval and/or ratification (whichever is applicable) of Architect's Supplemental Instructions No 15 (funded from the Allowances/Contingency) in the amount of $52,979.70, to contractor D. Wilson Construction Co., in connection with the "Construction of New Pct 2 Administration & Other County Offices Complex"-C-09-037C-11-17. approved

D. Pct. 3

1. AI-24679 Requesting approval of Change Order No. 1 for the deletion of four (4) Luminary Systems and addition of pole stabilization with slurry concrete as needed to address possible water table problems for the "Purchase and Installation of Solar Powered Lights for Pct. 3 Parks", an Energy Efficiency and Conservation Block Grant (EECBG) project, awarded to Facility Solutions Group through the County's participation/membership with Buy Board with authority for County Judge or Court Member to execute document. approved

E. Sheriff's Office

1. AI-24722 Recommending award of bid and approval of contract to lowest bidder "Tri-County Communications Ltd" meeting all specifications and and/or requirements as attached hereto for: Hidalgo County Sheriff's Office - "Repairs, Installation and Removal of Communication and Radio Tower Miscellaneous Equipment" Bid No. 2011-023-01-05-ERT. approved

F. Co. Wide

1. HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS-
Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge or Presiding Officer to execute necessary/required document(s) NTR

26. Adjourn

AI-24627 **15.F.**

Fire Marshal's-Extension/Renewal-C-09-069-12-20-Tri-County Communications Ltd-Spectrum Lease for VHF Frequency Paging Channels CC CONSENT

Date: 01/11/2011
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting approval of the additional six (6) month period extension/renewal as provided in current Spectrum Lease Contract# C-09-069-12-20 for the puposes of: "VHF Frequency Paging Channels" for the Hidalgo County Fire Marshal's Office, under the same rates, terms and conditions with: TRI-COUNTY COMMUNICATIONS, LTD.-(effective 01/20/11 - 07/19/11)

BACKGROUND

Letter of Extension/Renewal Acknowledgment by Tri-County Communications, Ltd.
Spectrum Lease Contract #C-09-069-12-20

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-422-10-300-001-0-532
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
available balance of $14,500.00 as of 1/6/11.

Attachments

Link: Extension/Renewal-Acknowledgment by Tri County Comm Ltd-Spectrum Lease
Link: Contract Document-Spectrum Lease-C-09-069-12-20

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/05/2011 12:38 PM	APRV
2	Budget & Management	Erika Zamora	01/05/2011 01:41 PM	APRV
3	Roland Garcia	Rolando Garcia	01/06/2011 09:09 AM	APRV
4	Auditor's Office		01/07/2011 05:36 PM	NEW

Form Started By: Letty Saenz Started On: 01/04/2011 10:49 AM
Final Approval Date: 01/07/2011

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 27, 2011

Claude Copeland, General Manager
Vicky Wilt, Office Manager
Tri County Communications, Ltd.
1421 East Pike Blvd.
Weslaco, TX 78596
Tel: (956) 447-8440

Via Email ccopland@tri-countycom.com
Via Email vwilt@tri-countycom.com
Via Facsimile: (956) 447-0622

Re: ***Extension/Renewal for Contract No. C-11-023-01-11 -"Repairs, Installation & Removal, Communication & Radio Tower Miscellaneous Equipment" (on an as needed basis)-Hidalgo County Sheriff's Office***

Dear Mr. Copeland:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **FIRST (1ST)** of the additional **TWO (2) ONE (1) YEAR** periods as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Date: 12/29/11
Claude Copeland, General Manager

Additionally, we are requesting your company to provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/29/2011

PRODUCER
THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Tri-County Communications, Ltd.
Rio Vision, Inc.
1421 E. Pike Street
Weslaco TX 78596-

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: SCOTTSDALE INSURANCE CO	
INSURER B: PROGRESSIVE COUNTY MUTUAL	
INSURER C: EMPLOYER'S COMP	
INSURER D: GREAT AMERICAN	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
B		**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	CPS1493288	12/13/2011	12/13/2012	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 $ 100,000 $ 2,000,000 $ 2,000,000
B		**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	44CL470034-00	06/08/2011	06/08/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under SPECIAL PROVISIONS below	EPIC3090380-11	01/01/2011	01/01/2012	WC STATU-TORY LIMITS X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A		**OTHER** TOWER & EQUIPMENT	IMP174294409	12/16/2011	12/16/2012	TOWER S & EQUIPMENT DEDUCTIBLE	1,769 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / 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 DEPT.
2812 S. HIGHWAY BUS. 281
EDINBURG TX 78539-

AI 103771

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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AI-24722 25. E. 1.

CC REGULAR

Meeting Date: 01/11/2011

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Information

CAPTION

Recommending award of bid and approval of contract to lowest bidder "Tri-County Communications Ltd" meeting all specifications and and/or requirements as attached hereto for: Hidalgo County Sheriff's Office - "Repairs, Installation and Removal of Communication and Radio Tower Miscellaneous Equipment" Bid No. 2011-023-01-05-ERT.

BACKGROUND

On an "as needed basis"

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-421-00-280-001-0-432

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

BUDGETARY IMPACT:

Available balance as of 1-7-11 $129,400

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 1-7-11 $66,000.00

Attachments

memo, participation log, tabulation grid

Contract Document-C-11-023-01-11-Tri-County Communicaitons Ltd-HCSO

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/07/2011 11:34 AM
Budget & Management	Erika Zamora	01/07/2011 01:56 PM
Manuel Chapa	Manuel Chapa	01/07/2011 02:38 PM
Auditor's Office		01/07/2011 06:01 PM
Form Started By: etrevino		Started On: 01/07/2011 10:26 AM

Final Approval Date: 01/07/2011

AI-30352 **14. D.**

CC REGULAR

Meeting Date: 01/10/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Sonia Limas

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/28/2011 02:18 PM
Purchasing Department	Angela Garcia	12/29/2011 04:59 PM

Form Started By: Aida Alvarez Started On: 12/28/2011 01:24 PM

Final Approval Date: 12/29/2011

AI-30408 **14. E.**

CC REGULAR

Meeting Date: 01/10/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-11-3847-A; Daniel Marichalar v. County of Hidalgo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	01/04/2012 03:11 PM
Budget & Management	Merlen P. Munoz	01/04/2012 03:11 PM
Auditor's Office		
Purchasing Department		

Form Started By: Monica Badillo Started On: 01/04/2012 03:08 PM

AI-30353 **15. D.**

CC REGULAR

Meeting Date: 01/10/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Sonia Limas

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/28/2011 02:18 PM
Purchasing Department	Angela Garcia	12/29/2011 04:59 PM

Form Started By: Aida Alvarez Started On: 12/28/2011 01:31 PM

Final Approval Date: 12/29/2011

AI-30409 **15. E.**

CC REGULAR

Meeting Date: 01/10/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-11-3847-A; Daniel Marichalar v. County of Hidalgo

BACKGROUND

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Budget & Management	Merlen P. Munoz	01/04/2012 03:11 PM
Auditor's Office		
Purchasing Department		

Form Started By: Monica Badillo Started On: 01/04/2012 03:09 PM