AI-31571 **5. B.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Raul E. Sesin, P.E.

Department: PLANNING DEPT.

Information

CAPTION

Planning Department:
Requesting permission for Raul E. Sesin, P.E., CFM, Planning Administrator and Nora D. Cavazos, Administrative Assistant III to travel to Houston, Texas on April 2 - 3, 2012 for Disaster Recovery Round 2.2 Statewide Conference Housing & Non-Housing (expenses to be paid by Raul E. Sesin).

BACKGROUND

Attachments

Disaster Recovery Conference Agenda

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/21/2012 10:48 AM
Olga Garza	Olga Garza	03/22/2012 09:17 AM
Auditor's Office	Arcilia Duran	03/23/2012 09:04 AM
Dina Trevino	Merlen P. Munoz	03/23/2012 09:21 AM
Purchasing Department	Monica Badillo	03/23/2012 03:38 PM

Form Started By: Nora Cavazos Started On: 03/21/2012 10:39 AM

Final Approval Date: 03/23/2012

Disaster Recovery Round 2.2 Statewide Conference Housing & Non-Housing

April 2-3, 2012
Houston Marriot South at Hobby Airport
9100 Gulf Freeway, Houston, TX 77017

Please RSVP to heather.claybrook@glo.texas.gov
or call Heather Claybrook at 1-866-206-1084.
www.glo.texas.gov/GLO/disaster-recovery

Thank you for your continued dedication to the program!

Learn the latest policy, guidance, and programs. Presenters will cover a variety of topics in small groups including:

Housing Design Standards
Inspection Requirements
Environmental
Section 3
Home Opportunity Program
Duplication of Benefits
Invoice Processing
Contract Amendments

Reservations are just a click away for Houston Marriott South at Hobby Airport
http://www.marriott.com/hotels/travel/houhh?groupCode=tglta&app=resvlink&

Or call 713-943-7979 to make a reservation with "Disaster Recovery". Conference discount of $99/night is good through March 26, 2012.

Monday, April 2, 2012 1-5pm:

1:00pm	**Welcome and Introductions**
1:10pm	**Major Changes for Round 2:** An overview of the Disaster Recovery Program for Round 2 highlighting the updates made to the Implementation Manual and new programs. ***Everyone*
1:50pm	**Duplication of Benefits/Citizen Appeals:** HUD recently issued new guidance for the Disaster Recovery Program on Duplication of Benefits. Learn how to maximize federal dollars without creating a DOB. ***Everyone*
2:30pm	**Quality Assurance and Oversight:** Discussion on what is required. ***Subrecipients, Nonhousing Grantees, Grant Administrators*
3:15pm	**Break**
3:30pm	**Non-Housing Overview:** Discussion on how to handle failed projects, sweeping of funds after low bids, and project timelines. ***Nonhousing Grantees, Grant Administrators, Engineers*
4:15pm	**Housing Projects:** Discussion of different types of housing programs and benchmarks. ***Subrecipients, Housing Grant Administrators*

Tuesday, April 3, 2012 9-5pm:

9:00am	**Welcome**
9:10am	**Engineering- Infrastructure:** An overview of the engineering design process and discussion of changes since Round 1. ***Non-Housing Grantees, Grant Administrators, Engineers*
	Housing Guidelines: How to ensure effective guidelines and what to avoid. ***Subrecipients, Housing Grant Administrators*
9:45am	**Contract Components:** Understanding the contract process from application to close out. ***Everyone*
10:15am	**Amendments:** Discussion on what requirements are needed for an amendment approval. ***Everyone*
10:45am	**Break**
11:00am	**Record Keeping Requirements:** An overview of new processes and forms that will be used by Grantees and Subrecipients to report progress and accomplishments to GLO on Disaster Recovery Grants. How GLO uses that data in their reports to the State and HUD. ***Grantees, Subrecipients, Grant Administrators*
11:30am	**Close Outs:** An overview of process used by Grantees and Subrecipients at the completion of their Disaster Recovery Grant and GLO processes to Administratively Close the Grants and report to HUD. ***Grantees, Subrecipients, Grant Administrators*
12:00pm	**Lunch**
1:30pm	**Closing Remarks & Best Practices**

Break Out Sessions

1:45pm

Environmental: Environmental Staff will discuss recent environmental issues, trends, updates, and organizational changes. ***Environmental Service Providers, Grantees, Subrecipients*

Section 3 and Complying with ADA: Understanding applicable laws and what is required. ***Everyone*

Grant Administrator Services: Discussion of Round 2 scope of services and building partnerships between the community and the state. ***Communities, Grant Administrators*

Billing Processing for Vendors & Grantees: This session will provide an overview of the billing process covering items such as form requirements, submission policies, eligibility review, and payment. ***Non-housing Grantees, Service Providers*

2:20pm

Environmental: Environmental Staff will discuss recent environmental issues, trends, updates, and organizational changes. ***Environmental Service Providers, Grantees, Subrecipients*

Rental: Best practices for program administration. ***Housing Subrecipients*

Homeowner Opportunity Program: This is a new program for Round 2 designed to help eligible homeowners explore housing options to move out of high risk areas. ***Housing Subrecipients*

Labor Standards: Discussion of labor standards requirements. ***Non-Housing Grantees, Service Providers*

2:55pm

Break

3:10pm

Housing- Construction & Inspections: Discuss new Housing Design Standards and Construction Specifications, along with what to expect on inspections. ***Housing Subrecipients*

Section 3 and Complying with ADA: Understanding applicable laws and what is required. ***Everyone*

Grant Administrator Services: Discussion of Round 2 scope of services and building partnerships between the community and the state. ***Communities, Grant Administrators*

Billing Processing for Vendors & Grantees: An overview of the billing process covering items such as form requirements, submission policies, eligibility review, and payment. ***Non-housing Grantees, Service Providers*

3:45pm

Housing- Construction & Inspections: Discuss new Housing Design Standards and Construction Specifications, along with what to expect on inspections. ***Housing Subrecipients*

Rental: Best practices for program administration. ***Housing Subrecipients*

Homeowner Opportunity Program: This is a new program for Round 2 designed to help eligible homeowners explore housing options to move out of high risk areas. ***Housing Subrecipients*

Labor Standards: Discussion of labor standards requirements. ***Non-Housing Grantees, Service Providers*

**Designates who should attend the session

AI-31444 **5. C.**

CC REGULAR

Meeting Date: 03/27/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Tropical Texas Behavioral Health (1100):
1. Approval of payment to Tropical Texas Behavioral Health for FY 2012 county allocation of required local match in the amount of $584,083.00 in accordance with Texas Health & Safety Code Section 534.066 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor
2. Approval of payment to Tropical Texas Behavioral Health for FY 2012 county allocation match in the amount of $159,333.00 for physicians emergency crisis services - DSHS Contract #2012-039599.002 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor

BACKGROUND

Acct. #2-1100-444-00-125-016-0-841

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-444-00-125-016-0-841

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

BUDGETARY IMPACT:

Funds available as of 3/16/12 $743,416.00.

Attachments

invoice
backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/12/2012 01:23 PM
Erika Zamora	Erika Zamora	03/16/2012 09:47 AM
Purchasing Department	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Monica Badillo Started On: 03/12/2012

Final Approval Date: 03/19/2012

TROPICAL
TEXAS BEHAVIORAL HEALTH
P.O. Drawer 1108 • 1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

RECEIVED BY
COUNTY AUDITOR
2011 SEP 26 PM 3 59

VO
9/27/11
8:51 A.M.

Date: September 20, 2011

Honorable Ray Eufracio, CPA
County Auditor
County of Hidalgo
2808 S. Business Highway 281
Edinburg, Texas 78539-6243

RE: Invoices for Local Contribution for Fiscal Year 2012 - $743,416.00

Dear Mr. Eufracio:

Enclosed are the invoices from Tropical Texas Behavioral Health for Hidalgo County's local contribution. The contribution is the prorated portion of the state required local match pursuant to the V.T.C.A Health & Safety§ Code, §534.066.

Your prompt remittance of payment will be greatly appreciated. Please give me a call at 289-7015 if you have any questions.

Sincerely,

Beatriz Trejo
Chief Financial Officer

Enc: Invoices

2-1100-444-00125-016-0-841

HIDALGO COUNTY AUDITOR'S OFFICE
11 SEP 27 PM 1 37

SCANNED
SEP 26 2011
INITIALS:

TROPICAL
TEXAS BEHAVIORAL HEALTH
P.O. Drawer 1108 • 1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

RECEIVED BY
COUNTY AUDITOR
2011 SEP 26 PM 3 59

DATE: SEPTEMBER 20, 2011

TO:
Honorable Ray Eufracio, CPA
County Auditor
Hidalgo County
2808 S. Business Highway 281
Edinburg, Texas 78539-6243

FOR:
FY 12 County Allocation of Required Local Match

DESCRIPTION	AMOUNT
FY 12 County Allocation of Required Local Match Department of State Health Services Contract #2013-039599-001 Texas Department of Aging and Disability Services Contract: 2012 Match percentage for each county is determined by Department of State Health Services	$584,083.00
TOTAL	$584,083.00

2-1100-444-00-125-016-0-841

Make all checks payable to Tropical Texas Behavioral Health
Payment is due within 30 days.

Thank you for your business!

INVOICE RECEIVED BY: 9/27/11
GOODS/SERVICES RECEIVED BY:

2011 SEP 27 PM 1 37
BUDGET OFFICE
HIDALGO COUNTY

TROPICAL
TEXAS BEHAVIORAL HEALTH
P.O. Drawer 1108 • 1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

RECEIVED BY
COUNTY AUDITOR
2011 SEP 26 PM 3 59

DATE: SEPTEMBER 23, 2011

TO:
Honorable Ray Eufracio, CPA
County Auditor
Hidalgo County
2808 S. Business Highway 281
Edinburg, Texas 78539-6243

FOR:
FY 12 County Allocation Match Physicians Emergency Crisis

DESCRIPTION	AMOUNT
FY 12 County Allocation of Required Local Match – Psychiatric Emergency Crisis Services Department of State Health Services Contract #2012-039599.002	$159,333.00
2-1100-444-00-125-016-0-841	
TOTAL	$159,333.00

Make all checks payable to Tropical Texas Behavioral Health
Payment is due within 30 days.

Thank you for your business!

INVOICE RECEIVED BY: on 9/27/11
GOODS/SERVICES RECEIVED BY: on

11 SEP 27 PM 1 37
HIDALGO COUNTY
BUDGET OFFICE

TROPICAL TEXAS BEHAVIORAL HEALTH
FY 12 LOCAL MATCH - ALLOCATION

DESCRIPTION	General Revenue/Block Grant	LESS: NGM	BASIS	MATCH
Mental Health - Adult	$10,460,820	($1,449,700)	$9,011,120	$450,556
Mental Health - Children	3,759,894	(7,680)	3,752,214	187,611
Mental Health Crisis	2,723,384		2,723,384	136,169
Subtotal Mental Health	16,944,098	(1,457,380)	15,486,718	774,336
Intellectual Deveoplment Disorder	2,286,852		2,286,852	125,777
Total Requiring Local Match	19,230,950	(1,457,380)	17,773,570	900,113
Psychiatric Emergency Services	980,513		980,513	245,128
Total Local Match Required				$1,145,241

Basis for Local Match	Hidalgo County	Cameron County	Willacy County	Total
Statics supplied by DSHS in FY 12 Contract	842,344	433,449	22,342	1,298,135
Percent of Total	64.89%	33.39%	1.72%	100%
PESC MATCH	65%	35%		100%

Amounts Invoiced

Local Match Required at 5% of basis	584,083	300,548	15,482	900,113
PESC Match Required at 25% of basis	159,333	85,795		245,128
Total by County	**$743,416**	**$386,343**	**$15,482**	**$1,145,241**

AI-31581 **5. D.**

CC REGULAR

Meeting Date: 03/27/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Proclamation designating March 29, 2012 as Vietnam Veterans Day in Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/21/2012 02:16 PM
Erika Zamora	Erika Zamora	03/23/2012 03:07 PM
Purchasing Department	Monica Badillo	03/23/2012 03:38 PM

Form Started By: Monica Badillo Started On: 03/21/2012 02:13 PM

Final Approval Date: 03/23/2012

AI-31595 **5. E.**

CC REGULAR

Meeting Date: 03/27/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting permission by CASA of Hidalgo County, Inc. to use open forum area of the courthouse for Candlelight Vigil to be held on April 4, 2012 (including the posting of banner and eight (8) wooden crosses to represent children who lost their lives)

BACKGROUND

Attachments

request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/21/2012 03:58 PM
Purchasing Department	Monica Badillo	03/23/2012 03:38 PM

Form Started By: Monica Badillo Started On: 03/21/2012

Final Approval Date: 03/23/2012

CASA of Hidalgo County, Inc.
1001 South 10th Ave
Edinburg, TX 78539
TEL: (956) 381-0346 FAX: (956) 381-9232

March 1, 2012

Executive Committee

Emilio Santos Jr.
Board Chair

Dr. Mona Parras
Vice-Chair

Laura Gutierrez
Treasurer

Diana Delgado
Secretary

Advisory Board Members

Alonzo Cantu
Letty Garza

Board Members
Albert Lopez
Daniel Santos
Darlene Jamison
John Akune
Dr. Michael Seiba
Renee Betancourt
Sonia Guajardo-Lopez
Johnny Llanas

Executive Director
Linda Gonzalez

Valde Guerra
Executive Officer
Hidalgo County
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539

Re: Requesting permission to use Hidalgo County facilities

Dear Mr. Guerra,

Court Appointed Special Advocates (CASA) of Hidalgo County, Inc. is a 501 (c) (3) non-profit organization that speaks for the best interest of abused and neglected children during court proceedings. During fiscal year 2011, a total of 2,837 children were confirmed to be abused and neglected within Hidalgo County. These children have been removed from their families and placed in the custody of the State until safe and permanent placement can be obtained.

The month of April is National Child Abuse Prevention Month. This month and throughout the year, CASA, Court Appointed Special Advocates, of Hidalgo County, encourages all individuals and organizations to play a role in making Hidalgo County a better place for families. By ensuring that parents have the knowledge, skills and resources they need to care for their children, we can help prevent child abuse and neglect by strengthening families and communities.

Every year, CASA and our social services community partners organize a Candlelight Vigil to remember the children who lost their lives due to abuse and neglect. This year, our Vigil will take place on April 4, 2012. We would like to use the Hidalgo County Courthouse grounds for this event. Every year we post our banner outside the courthouse during the month of April as part of the National Abuse Prevention Month. I respectfully ask for the County's permission to post our banner and eight (8) wooden crosses to represent the children who have lost their lives.

I hope to receive a favorable response.

If you have any questions and/or if further information is needed you may contact me at (956) 381-0346 or via email lgonzalez@casaofhidalgo.com

Respectfully,

Linda Gonzalez

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 3/12/12 BY: L. J.

AI-31593 **5. F.**

CC REGULAR

Meeting Date: 03/27/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Health & Human Services Department:
Requesting permission to advertise/hire for the following:
Two (2) Clerk III - slots #0038 & 0040 - Grade 5
One (1) Eligibility Specialist II slot #0028 - Grade 6

BACKGROUND

Attachments

req

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/21/2012 03:57 PM
Manuel Chapa	Manuel Chapa	03/23/2012 09:38 AM
Purchasing Department	Monica Badillo	03/23/2012 03:38 PM

Form Started By: Monica Badillo Started On: 03/21/2012 03:40 PM

Final Approval Date: 03/23/2012

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): HIDALGO COUNTY & HEALTH & HUMAN SERVICE DEPT.

ANNOUNCE VACANCY USING (check one box)

☑ INTERNAL ANNOUNCEMENT PROCUDURE ☐ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE ELIBIGILITY SPECIALIST II

☐ NEW POSITION OR REPLACEMENT FOR: MAYRA LOPEZ EMPLOYEE NO 147958

DEPT NO 240 POSITION/SLOT NO 001-0028

ADVERTISED SALARY: 25,912.00 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: SEE ATTACHED

WORK LOCATION / HOURS: HIDALGO COUNTY 7:30am - 5:30pm Monday - Friday

CONTACT PERSON: DAIREN SARMIENTO EXTENSION / PHONE NO: 318-2011

Dairen Sarmiento
Department Head or Elected Official

3/23/12
Date

FUNDS AVAILABLE: YES X NO ____ DATE OF FUND AVAILABILITY: 03/26/12

BUDGETED SALARY, GRADE & STEP: GRADE6 STEP 1

BUDGETED OTHER ALLOWANCES: NONE

APPROVED HR CHIEF OF STAFF / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

ELIGIBILITY SPECIALIST II

GRADE: 06

GENERAL DESCRIPTION

Determine eligibility for Hidalgo County residents for County Indigent Health Care Program as well as other direct assistance programs, which include funeral assistance, medical transportation, lodging and meals. Assist County residents in identifying and obtaining various financial and health care resources; provide community resource information and make appropriate referrals.

EXAMPLES OF WORK PERFORMED

Receive, review and process applications and determine eligibility utilizing established state and county program policies and procedures within established time frames

Identify and respond to community needs and concerns and make adequate referrals to appropriate agencies and assist in the development of resources to meet anticipated demands

Prepare various reports and correspondence

Be available to answer questions and provide information to the general public and assist in identifying resources

Attend and participate in staff meetings and workshops

Stay abreast of policies and procedural changes in the Indigent Program and other related health care programs

Properly prepare and complete necessary program forms and documents

Maintain and update participant computer and hard copy case files

Assist in clerical work as needed

Studies and analyzes operations and problems, and prepares reports of findings and recommendations

Recommends activities to produce a more effective program

Prepares justifications for procedural or policy changes

Provides technical assistance on program services

Works with program staff in determining trends and resolving technical problems

Ability to work well with others

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Four (4) years experience with Indigent Health Care, Medicaid Program, or related social programs preferred; Graduation from a high school or equivalent; Associate degree or vocational training; Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of local, state, and federal laws related to the program area; of public administration and management techniques; of statistical analysis processes; and of program planning and implementation

Ability to gather, assemble, correlate, and analyze facts; to devise solutions to problems; to prepare reports; to develop and evaluate policies and procedures; to communicate effectively; and to train others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- 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

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): HIDALGO COUNTY & HEALTH & HUMAN SERVICE DEPT.

ANNOUNCE VACANCY USING (check one box)

☑ INTERNAL ANNOUNCEMENT PROCUDURE ☐ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE CLERK III

☐ NEW POSITION OR REPLACEMENT FOR: SYVIA NELLY RODRIGUEZ EMPLOYEE NO 112001

DEPT NO 340 POSITION/SLOT NO 003-0038

ADVERTISED SALARY: 23,993.00 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: SEE ATTACHED

WORK LOCATION / HOURS: HIDALGO COUNTY 7:30am - 5:30pm Monday - Friday

CONTACT PERSON: LYDIA SERNA EXTENSION / PHONE NO: 383-6221 Ext. 235

Department Head or Elected Official

3/23/12
Date

FUNDS AVAILABLE: YES X NO____ DATE OF FUND AVAILABILITY: 03/26/12

BUDGETED SALARY, GRADE & STEP: GRADE 5 STEP 1

BUDGETED OTHER ALLOWANCES: NONE

APPROVED HR CHIEF OF STAFF / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

CLERK III

GRADE: 05

GENERAL DESCRIPTION

Performs complex (journey-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, and accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents and/or stock and inventory, and maintaining files; Works under general supervision with moderate 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

Answers inquiries regarding procedures and policies, assists the public and staff in filling out forms, and assembles and mails information packets

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data; and may compile and tabulate data, and prepare charts, graphs, and tables

Maintains files, materials, and supplies

Opens, stamps, classifies, sorts, and routes mail, and maintains records on postage, registered mail, and packages

Performs data entry, retrieval, and data searches

Receives, stores, and issues stock items

May perform arithmetic computations

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May receive and forward payments to the appropriate agency staff

May screen applicants, administer employment tests, and assist in orienting employees

May arrange the scheduling, transfer, and display of surplus property

May make arrangements for repairs and services

May inspect merchandise for quality and compliance with specifications

May deliver or pick up documents, supplies, equipment, or materials

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to Three (2-3) years experience in clerical work. Graduation from a standard senior high school or equivalent is generally preferred. Vocational training is preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of business or program terminology, office procedures, spelling, punctuation, grammar, and arithmetic; of warehousing procedures; of purchasing policies and procedures; of records administration and maintenance techniques and procedures; and of state purchasing policies and procedures

Skill in using a personal computer and office equipment

MS Word and Excel

Ability to make arithmetic computations; to prepare and maintain records, files, and reports; and to transfer stock from one location to another

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

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): HIDALGO COUNTY & HEALTH & HUMAN SERVICE DEPT.

ANNOUNCE VACANCY USING (check one box)

☑ INTERNAL ANNOUNCEMENT PROCUDURE ☐ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE CLERK III

☐ NEW POSITION OR REPLACEMENT FOR: HERMINIA GONZALEZ EMPLOYEE NO 014192

DEPT NO 340 POSITION/SLOT NO 003-0040

ADVERTISED SALARY: 23,993.00 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: SEE ATTACHED

WORK LOCATION / HOURS: HIDALGO COUNTY 7:30am - 5:30pm Monday - Friday

CONTACT PERSON: LYDIA SERNA EXTENSION / PHONE NO: 383-6221 Ext. 235

per O.O.

Department Head or Elected Official

3/23/12
Date

FUNDS AVAILABLE: YES X NO ____ DATE OF FUND AVAILABILITY: 05/07/12

BUDGETED SALARY, GRADE & STEP: GRADE 5 STEP 1

BUDGETED OTHER ALLOWANCES: NONE

APPROVED HR CHIEF OF STAFF / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

CLERK III

GRADE: 05

GENERAL DESCRIPTION

Performs complex (journey-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, and accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents and/or stock and inventory, and maintaining files; Works under general supervision with moderate 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

Answers inquiries regarding procedures and policies, assists the public and staff in filling out forms, and assembles and mails information packets

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data; and may compile and tabulate data, and prepare charts, graphs, and tables

Maintains files, materials, and supplies

Opens, stamps, classifies, sorts, and routes mail, and maintains records on postage, registered mail, and packages

Performs data entry, retrieval, and data searches

Receives, stores, and issues stock items

May perform arithmetic computations

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May receive and forward payments to the appropriate agency staff

May screen applicants, administer employment tests, and assist in orienting employees

May arrange the scheduling, transfer, and display of surplus property

May make arrangements for repairs and services

May inspect merchandise for quality and compliance with specifications

May deliver or pick up documents, supplies, equipment, or materials

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to Three (2-3) years experience in clerical work. Graduation from a standard senior high school or equivalent is generally preferred. Vocational training is preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of business or program terminology, office procedures, spelling, punctuation, grammar, and arithmetic; of warehousing procedures; of purchasing policies and procedures; of records administration and maintenance techniques and procedures; and of state purchasing policies and procedures

Skill in using a personal computer and office equipment

MS Word and Excel

Ability to make arithmetic computations; to prepare and maintain records, files, and reports; and to transfer stock from one location to another

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

AI-31631 **5. G.**

CC REGULAR

Meeting Date: 03/27/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Historical Museum:
Approval of Museum Funding Agreement between County of Hidalgo and the Museum of South Texas History for the Renovation of Original 1910 Hidalgo County Jail

BACKGROUND

This Agreement is subject to funding each year since it is for a period of 5 years @ $100,000. each year
Agreement reviewed/approved by legal.
Subject to Funding

Attachments

draft agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/23/2012 01:06 PM
Purchasing Department	Monica Badillo	03/23/2012 03:38 PM

Form Started By: Monica Badillo Started On: 03/23/2012

Final Approval Date: 03/23/2012

STATE OF TEXAS '

COUNTY OF TEXAS '

MUSEUM FUNDING AGREEMENT

This Museum Funding Agreement (the "Agreement") is made and entered into on this the ____ day of _____, 2010 but is made effective the 1st day of January, 2010, by and between the County of Hidalgo, Texas, a political subdivision of the State of Texas hereinafter referred to as the "County" and the Museum of South Texas History, a Texas non-profit corporation hereinafter referred to as the "Museum".

WITNESSETH:

WHEREAS, County is authorized to operate and maintain parks, playgrounds and historical museums, pursuant to Tex. Loc. Gov. Code 331.001, et seq., and may, in connection with the authority to establish museums, acquire and display collections, books, paintings, sculptures, coins and other objects of historical significance to the County;

WHEREAS, County is authorized pursuant to Tex. Loc. Gov. Code 318.021 to appropriate money to an organization for the purpose of preserving or reconstructing historical landmarks and buildings that are of historical significance to the County;

WHEREAS, as consideration for the Museum to provide the services of a County historical museum located in Edinburg, Hidalgo County, Texas which is open to the public, County desires to provide financial support to the Museum; and

WHEREAS, County desires to assist Museum by providing funding for use by the Museum in renovating the historically designated Hidalgo County jail.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Museum agree as follows:

1. **Renovation of Original 1910 Hidalgo County Jail.** During the period of this Agreement, Museum agrees to renovate, repair and preserve the original historically designated 1910 Hidalgo County Jail (the "Jail") from water and moisture seeping into the Jail. The Museum will be open to the public on a regular basis on days and at times that are reasonably set by the Board of Trustees of the Museum. Museum agrees to display collections, historical books, paintings, sculptures, coins and other objects or collections of historical significance to the public at the Museum site and agrees to continue to acquire such items, objects and collections of historical significance. In addition, Museum agrees to use the funds provided by County pursuant to this Agreement to operate a historical museum for the purposes of acquiring, constructing,

maintaining, and displaying to the public permanent exhibits of historical significance to the County.

2. **Museum Programs.** Museum also agrees to periodically conduct programs related to significant areas of interest in the history of Hidalgo County, Texas during the period of this Agreement.

3. **Consideration.** As consideration for the renovation of the historic Hidalgo County jail and in consideration of the above and foregoing services that are provided for and on behalf of County, County agrees to pay Museum the sum of One Hundred Thousand and 00/100ths Dollars ($100,000.00), payable each year during the term hereof, beginning in the calendar year 2010 and ending in the calendar year 2014.

4. **Term.** The period of this Agreement will be for five (5) years, commencing on January 1, 2010 and ending December 31, 2014.

5. **Liability for Museum Operation.** Museum assumes full responsibility and liability for the renovation of the historic Hidalgo County jail and for conducting the programs and for any damage to the historical building site, the adjacent improvements occupied by Museum, or any of the personal property located upon the premises, including, but not limited to, all collections and items of historical significance, which may occur as a result of the public's use of the Museum.

6. **Indemnity.** Museum assumes and agrees to hold County harmless from any liability connected with any injury, death or damage to any person or property which may arise from or occur in connection with the renovation of the historic 1910 Hidalgo County jail, the maintenance, operation and use of the historic Museum site and any of the adjacent buildings utilized by Museum to perform the services provided by it, pursuant to sections 1, 2 and 5 above. Museum will indemnify and hold County harmless from any and all damage arising from any injury, death or damage which may arise from an injury, death or damage to any person or item of property which occurs as a result of Museum's operation and use of the Museum's property that is utilized to perform and present the services set forth in sections 1, 2 and 5 above. Museum agrees to purchase liability insurance to fully protect it and County from any such injury or damages in at least the amount prescribed by the Texas Tort Claims Act, Tex. Civ. Prac. and Rem. Code '101.001 et seq., as now existing or hereinafter amended, replaced or recorded.

7. **No Restriction on County.** No provision of this Agreement will restrict or deprive County of any powers or other lawful authority which it may presently possess with regard to the establishment or maintenance of other museum(s) or the collection of any items related to the history of Hidalgo County or the South Texas area.

8. **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 and provision of their Agreement and any present or future law,

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

9. **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.

10. **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 Museum, and not otherwise.

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

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

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

If to Museum:
Museum of South Texas History
Attention: Executive Director
200 N. Closner Blvd.
Edinburg, Texas 78541

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

13. **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.

14. **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.

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

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

17. **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.

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

19. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each governmental party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. '271.903.

20. **Record Keeping and Audit.** Museum agrees to maintain records and reports as are necessary to establish the use of County funds under this Agreement for the purposes outlined in section 1, 2 and 5 of this Agreement, and agrees to make those records and reports available to the County, and other local, state or federal agency or authority that may exercise jurisdiction over County funds. In addition, Museum agrees to comply with the reasonable requirements and standards of the Hidalgo County Auditor with respect to accounting for and reporting funds provided by County. Funds provided to Museum hereunder must be used in an activity that meets one of the objectives listed in Tex. Loc. Govt. Code '318.021, et. seq.

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

COUNTY OF HIDALGO, TEXAS

Rene A. Ramirez County Judge

ATTEST:

Arturo Guajardo, County Clerk

Museum of South Texas History

By: _____
Chairman, Board of Trustees

ATTEST:

Secretary

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

AI-31612 **6. A.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Yolanda Chapa

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and approval of Resolution in support of Hidalgo County Commuter Rail District

BACKGROUND

The Hidalgo County Commuter Rail District desires to collaborate with Hidalgo County cities and the region of the Lower Rio Grande Valley for the creation and maintenance of a modern self supporting commuter transportation system that connects important economic, educational, medical and entertainment venues of Hidalgo County and other important venues in our region

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/22/2012 01:17 PM
Roland Garcia	Rolando Garcia	03/23/2012 09:46 AM
Purchasing Department	Monica Badillo	03/23/2012 03:38 PM

Form Started By: SANDRA DELEON Started On: 03/22/2012 12:15 PM

Final Approval Date: 03/23/2012

RESOLUTION IN SUPPORT OF HIDALGO COUNTY COMMUTER RAIL DISTRICT

WHEREAS, the Hidalgo County Commuter Rail District was created by the Hidalgo County Commissioners' Court on February 6, 2008 to promote an alternative mode of transportation for residents of the 7th most populous county; and

WHEREAS, a Feasibility Study was completed by Lockwood, Andrews, and Newman Inc. to determine whether a passenger rail system in Hidalgo County was feasible for future study; and

WHEREAS, the study supported Hidalgo County's goal of assessing the feasibility of developing a commuter rail system that connects major destinations in Hidalgo County and is accessible to residents and visitors of the greater region of the Rio Grande Valley; and

WHEREAS, the study did not include financial or funding plans other than planning-level cost estimates and discussion of the typical Federal funding process, nor did it include operating plans; and

WHEREAS, the District would like the support of the adjoining cities to work together to bring about policy, financial, physical, and institutional environments that will maximize the benefits of such a system; and

NOW THEREFORE, BE IT RESOLVED, that Hidalgo County, in conjunction with the Hidalgo County Commuter Rail District desires to collaborate with Hidalgo County cities and the region of the Lower Rio Grande Valley for the creation and maintenance of a modern self supporting commuter transportation system that connects important economic, educational, medical and entertainment venues of Hidalgo County and other important venues in our region.

Approved this _____ of _____, 2012.

_____
RAMON GARCIA
County Judge

_____
JOEL QUINTANILLA
County Commissioner, Pct. 1

_____
HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct.3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

AI-31598 **6. B.**

CC REGULAR

Meeting Date: 03/27/2012

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and approval of Letter of Support for the establishment of a special purpose subzone for TST NA Trim, LLC.

BACKGROUND

TST NA Trim LLC is applying for Foreign Trade Zone Board authority to operate a manufacturing facility within the City of Hidalgo, County of Hidalgo, based on trade related needs. City of Hidalgo has submitted a letter of support. Hidalgo County letter of support approved by legal.

Attachments

Letter of Support

Background Info

Email approval.recommendation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/22/2012 07:06 AM
Roland Garcia	Rolando Garcia	03/23/2012 09:42 AM
Purchasing Department	Monica Badillo	03/23/2012 03:38 PM

Form Started By: Michael Leo Started On: 03/21/2012 04:11 PM

Final Approval Date: 03/23/2012

_____, 2012

Mr. Andrew McGilvray
Executive Secretary
Foreign Trade Zone Board
1401 Constitution Ave., NW, Room 2111
Washington, DC 20230

Dear Mr. McGilvray,

The purpose of this letter is to document the support of the County of Hidalgo for the establishment of a special purpose subzone for TST NA Trim LLC located at 401 Olmos, Hidalgo, Texas 78557. We also understand that this means that TST NA Trim LLC will be able to apply for Foreign Trade Zone Board authority to operate a manufacturing facility within the city limits based on trade related needs.

Regarding state or local taxes (such as inventory tax) for which collections may be affected by FTZ subzone designation, this letter serves as our acknowledgment that the County of Hidalgo understands it would have no right to tax revenue as described in the Foreign Trade Zones Act of 1934, 19 U.S.C. 810(e).

This letter is not intended to provide a position on the local ad valorem taxes for any other parties potentially affected by the subzone designation, which parties will need to provide their own correspondence indicating their views on the impact on tax collections related to their jurisdiction.

Respectfully submitted,

TST NA TRIM LLC

TST NA TRIM LLC is the legal name for TST NA TRIM (TST). TST is a Japanese manufacturing company expanding their business in Hidalgo. This location will be their Flame Lamination Facility where foam will be laminated to fabrics or leather. The seats will then be shipped to Mexico (Matamoros or Nuevo Laredo for seat cover trimming). After this process, the seats will be shipped to either US or Canada for seat framing. The finished products are then shipped to Honda.

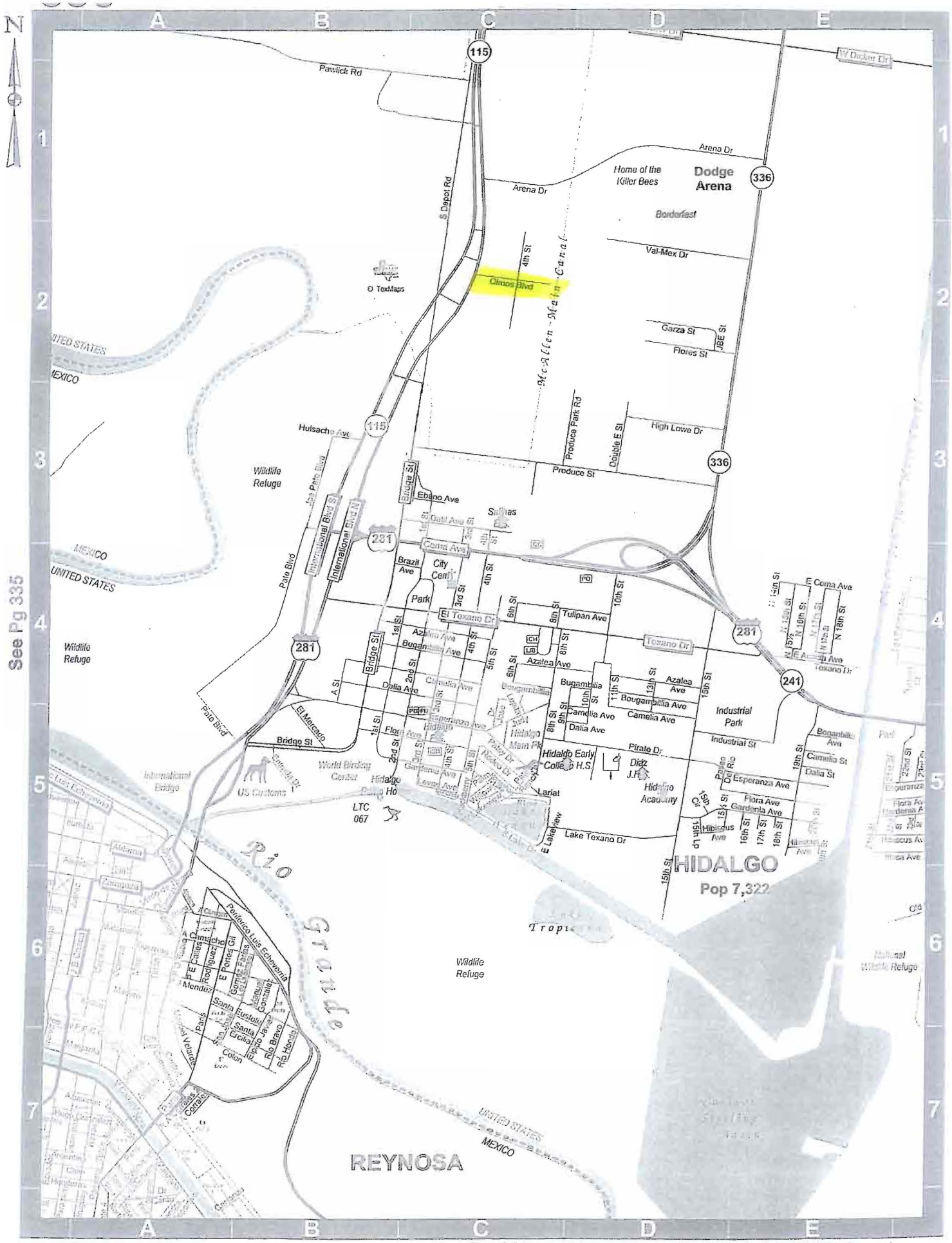
TST NA TRIM has a corporate office in Ohio.
They have a total of 67 locations in 11 countries.

Economic Impact

On December 2011, TST NA Trim established its manufacturing company at Hidalgo's Tres Puentes Industrial Park. TST has created employment for the residents of Hidalgo and neighboring cities. They currently have 27 employees and plan to hire an additional 23 employees by mid-year. They are considering making this facility their central operation plant thus creating additional jobs for the near future. TST has invested $2 million on tenant equipment and $4 million on machinery equipment bringing a total of $6 million in private investment.

Facility

The physical address for TST NA Trim LLC is 401 Olmos, Hidalgo, Texas located within Hidalgo's Tres Puentes Industrial Park. This facility located at 401 Olmos, Hidalgo, Texas is the only address named in the subzone application for Foreign Trade Zone status.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Dodge Arena
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4th St
Olmos Blvd
McAllen-Main Canal
Val-Mex Dr
Garza St
Flores St
JBE St
Produce Park Rd
Double E St
High Lowe Dr
Produce St
Hulsache Ave
Wildlife Refuge
Bridge St
Ebano Ave
Salinas Ave
Coma Ave
Brazil Ave
City Cent
Park
3rd St
4th St
El Texano Dr
Tulipan Ave
8th St
10th St
Texano Dr
Azalea Ave
Bugambilia Ave
Camelia Ave
Dalia Ave
Esperanza Ave
Flora Ave
Gardenia Ave
Hibiscus Ave
Pirate Dr
Industrial Park
Industrial St
Lariat
Lake Texano Dr
Hidalgo Early College H.S.
Didz J.H.
Hidalgo Academy
HIDALGO
Pop 7,322
Pate Blvd
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El Mercado
Bridge St
World Birding Center
Hidalgo Ho
LTC 067
International Bridge
US Customs
Wildlife Refuge
Río Grande
Trop
Penitenciario Luis Echeverría
Camacho
Rodriguez
Mendez
Santa Eustolia
Santa Cecilia
Rio Bravo
Rio Hondo
Colon
Parras
Manuel Gonzalez
Emilio Portes Gil
Manuel Gonzalez
Manuel Velarde
Cuba
Corpus
UNITED STATES
MEXICO
REYNOSA
See Pg 335
TexMaps

Chapter 2

LAWS, REGULATIONS, ORGANIZATION, DUTIES, AND GENERAL INFORMATION CONCERNING FOREIGN-TRADE ZONES

2.1 Laws and Regulations - Foreign-trade zones operate under the Foreign-Trade Zones Act and two sets of regulations; the Foreign-Trade Zones Regulations (15 CFR Part 400) and the Customs Regulations (19 CFR Part 146). They are also affected by other laws and regulations. This section deals with the interplay among the various laws and regulations and how they are applied in zones. Whenever the term "zone" or "FTZ" is used in this manual, it is understood to include subzones, unless the context indicates otherwise.

(a) Foreign-Trade Zones Act - The principal statute governing foreign-trade zones is the Foreign-Trade Zones Act of 1934 (FTZA), which has been codified in the United States Code as Title 19, Sections 81a through 81u. The FTZA has been periodically amended. The FTZA generally covers how and where zones are established, how they are administered, and what may and may not be done in them. Every zone grantee and operator, and most zone users, should have a copy of the FTZA, updated with recent amendments.

(b) Foreign-Trade Zone Regulations - The Foreign-Trade Zones Regulations provide regulations and procedures on how zones are established and modified; how they are to be managed and administered by zone grantees and operators; and how the Foreign-Trade Zones Board conducts its business.

(c) Customs Laws and Regulations - Merchandise of every description, except such as is prohibited by law, may be brought into a foreign-trade zone and stored or processed there under certain circumstances without being subject to the Customs laws of the United States. (19 USC 81c(a)). "Customs laws" means, generally, the laws codified in Title 19 of the U.S. Code, including the Harmonized Tariff Schedule of the United States. The Foreign-Trade Zones Act itself is a Customs law, since it is codified in Title 19. "Customs laws" also includes Sections 541 through 552 of Title 18, U.S. Code, since they were included in the original Tariff Act of 1930, most of which was codified in Title 19.

(1) Applicability of Customs Laws - Except as otherwise provided, Customs laws are not usually applicable in zones. However, they are applicable to merchandise passing through U.S. Custom's territory before admission to, or after transfer from, foreign-trade zones. Customs laws are also applicable to prohibited merchandise in a zone (see Section 6.2 FTZM), vessels and aircraft entering or leaving a zone (see Section 2.5 FTZM), and merchandise which has been brought into a zone for purposes not specified in the Act. (Section 15 CFR 400.1(c)).

(5) apply to the Board for a grant of authority to establish a subzone or to expand or otherwise modify its zone project (15 CFR 400.22(d), 400.26(a)(1));

(6) to permit the erection of buildings necessary to carry out the approved zone project in accordance with 19 USC 81m and15 CFR 400.28(a)(6);

(7) operate, maintain, and administer the zone project under the FTZA, FTZR, CR, applicable laws and regulations administered by Customs for other agencies or administered directly by other agencies, and the schedules of rates and charges made and fixed by the grantee, in accordance with 15 CFR 400.41, 400.42(b)(1);

(8) make written application to the Port Director for approval of a new zone operator, pursuant to 19 CFR146.7(e), (f);

(9) the grantee may make application if acting as the operator or must provide concurrence to a request for activation, de-activation or reactivation.

(b) Operators - An operator is a corporation, partnership, or person that operates a zone or subzone under the terms of an agreement with the zone grantee. (19 CFR 400.2(q). For Customs purpose, the term "operator" includes a zone grantee that operates its own zone. (19 CFR 146.1(b). Activation of a zone requires the execution of a Foreign-Trade Zone operator's bond on Customs Form 301, which contains the bond conditions required by 19 CFR 113.73. (19 CFR 146.6(d), (c). The bond insures the principals' agreement to comply with the pertinent laws and Customs regulations, and section 146.4, Customs regulations and delineates the particular responsibilities of the operator. The grantee may also be considered the operator for Customs Regulation purposes.

(c) Zone Users - A zone user is a corporation, partnership, or person that uses a zone under agreement with the zone grantee or operator for storage, handling, processing, or manufacturing of merchandise in zone status, whether foreign or domestic. (15 CFR 400.2(t) and 19 CFR 146.1(b)). Usually, the zone user is the entity which requests a Customs permit to admit, process, or remove zone status merchandise. In subzones, the operator and user are usually the same entity. They may be permitted by the grantee to construct their own buildings or structures in which they conduct their own business, according to the provisions of 19 USC 81m and 15 CFR 400.28(a)(6). They are sometimes referred to as "tenants", but the more inclusive term "users" is used in this Manual.

2.4 Subzones - A subzone is a special-purpose zone established as part of a zone project for a limited purpose that cannot be accommodated within an existing zone. (19 CFR 146.1(b)(17) and 15 CFR 400.2(n)). A subzone may be authorized if the Board finds that the operation cannot be served in the existing zone project and meets the required public

interest test in 15 CFR 400.23(b). Subzones were originally authorized in 1952 under FTZO 29, and the courts have approved subzone designations. See,e.g., Armco Steel v. Stans, 431 F2d 779 (2d Cir. 1970).

2.5 Vessels and Other Carriers - Vessels and carriers entering and leaving a zone are subject to the laws of the United States, except as otherwise provided in the FTZA. Vessels leaving a zone and arriving in the Customs territory are subject to regulation under Title 19 CFR Part 4 to protect the revenue and carry out laws concerning navigation. Foreign-flag vessels are not permitted to carry goods shipped from one zone to another zone or port or points within the zone in the protected U.S. coastwise trade. (19 USC 81e and 19 CFR 146.12(b)). Through the operation of 19 USC 1644a, the foregoing vessel provisions are applicable also to aircraft entering and leaving a zone. The docking, loading, and unloading facilities of a zone are intended primarily for the use of vessels, aircraft, and vehicles loading or unloading zone merchandise. Their use for other purposes may be terminated if found to endanger the revenue or impede the primary use of the facility. (19 CFR 146.12(a)).

(a) Movement of Zone Merchandise - Imported merchandise, including that imported in mail shipments, being transported to and from foreign-trade zones through the Customs territory must be transported in bond under the provisions of 19 CFR Parts 18, 112, and 125. (19 CFR 146.11and 144.37(g)). Domestic goods transported to a zone or goods removed from a zone comprised wholly of domestic status products need not be transported in bond.

2.6 Supplies Used in Zone - Supplies brought into a zone for use in a manner other than those uses enumerated in 19 USC 81c(a) are not entitled to exemption from applicable duties, taxes and fees under the FTZA, and therefore do not have zone status. Such supplies may include, but are not limited to, office furniture, office machines, and office equipment, food to be eaten in the zone; and water and fuel which do not become part of a zone product (except certain fuel noted in Section 2.6(a) FTZM which is exempt under the FTZA).

(a) Receipt of Supplies - If such supplies are imported, they cannot be brought into a zone without first being entered for consumption. Supplies which are produced in a zone from imported material and consumed in the zone are considered by Customs to have lost their exemption from duty under the FTZA, and must be entered for consumption, except for certain petroleum refinery fuels covered by the fact situation cited in Hawaiian Independent Refinery v. United States, 460 F. Supp. 1249 (Cust. Ct. 1978). (See CSD 79-418 and Section 11.6(j) FTZM).

(1) User Fee Airports - User fee airports established under 19 USC 58b may be accepted by the Board as the equivalent of ports of entry for the purposes of the location requirements of Section 81b, Title 19 (19 USC 81b). Operators of such airports must reimburse Customs for the cost of Customs. services to the airport, including any service to a zone established at or in the vicinity of the airport. (19 USC 58b(f); 15 CFR 400.2(i)). This is an exception to the general prohibition against charging any Customs costs to zones. (19 USC 58c(e)(2), (6) and see Section 3.11 FTZM).

(b) Grantee Sponsorship - The Foreign-Trade Zones Board Regulations define eligible grantees when there is more than one zone project for a subzone project. Normally, the closest grantee would be the sponsor of a subzone. However, section 15 CFR 400.22(d)(ii) specifically provides that the zone grantee of another zone in the same state is eligible to apply for a grant of authority if the Board, or the Executive Secretary, finds that such sponsorship better serves the public interest.

(c) Qualifications of Applicant - Grants to public and private corporations will not be approved unless the applicant has been authorized by an act of the state legislature. (15 CFR 400.22(b)(c)). The applicant must demonstrate its ability to adequately finance and conduct the undertaking. (15 CFR 400.23(a)(2)).

(d) Subzones - Applications for subzones must be submitted by a grantee of an existing general-purpose zone within the same state, or a state agency specifically authorized to submit such an application by an act of the state legislature. (15 CFR 400.22(d)(i)(iii)). A subzone may be authorized by the Board if the Board finds that the operation cannot be accommodated in the existing multi-purpose zone facilities within the zone project and meets the required public interest test in Sections 15 CFR 400.31 (c) and 400.23(b). In practice, the Board requires additional information from the applicant zone to describe the particular zone benefit(s) sought for the subzone and why such benefits are in the public interest.

(e) Application Fees - In certain circumstances, a fee may be required with the submission of the application to the FTZB. Information regarding the fees may be found in Section 15 CFR 400.29.

(f) Criteria for Grants - When determining whether to issue a grant, the board will consider the need for zone services in the port area, adequacy of operational and financial plans, suitability of site and facilities, extent of state and local support, and views of persons or firms likely to be affected by the project when determining whether to issue a grant. Any zone project that involves manufacturing will have to be evaluated against the criteria in Section 15 CFR 400.3.

(g) Initiation of Procedure - The application procedures and requirements are set out in detail at 15 CFR 400.24 through 400.26. All applications will be filed with the

- (e) Exemption from State and local ad valorem taxation of tangible personal property

Tangible personal property imported from outside the United States and held in a zone for the purpose of storage, sale, exhibition, repackaging, assembly, distribution, sorting, grading, cleaning, mixing, display, manufacturing, or processing, and tangible personal property produced in the United States and held in a zone for exportation, either in its original form or as altered by any of the above processes, shall be exempt from State and local ad valorem taxation.

(June 18, 1934, ch. 590, Sec. 15, 48 Stat. 1002; Oct. 30, 1984, Pub. L. 98-573, title II, Sec. 231(b)(1), 98 Stat. 2991.)

AMENDMENTS

1984 - Subsec. (e). Pub. L. 98-573 added subsec. (e).

EFFECTIVE DATE OF 1984 AMENDMENT

Section 231(b)(2) of Pub. L. 98-573 provided that: "The amendment made by paragraph (1) (amending this section) shall take effect on January 1, 1983."

top of page

§ 81p. Accounts and recordkeeping

- (a) Manner of keeping accounts

The form and manner of keeping the accounts of each zone shall be prescribed by the Board.

- (b) Annual report by grantee

Each grantee shall make to the Board annually, and at such other times as it may prescribe, reports on zone operations.

- (c) Report to Congress

The Board shall make a report to Congress annually containing a summary of zone operations.

(June 18, 1934, ch. 590, Sec. 16, 48 Stat. 1002; Dec. 28, 1980, Pub. L. 96-609, title II, Sec. 204, 94 Stat. 3561; Aug. 22, 1986, Pub. L. 99-386, title II, Sec. 203(b), 100 Stat. 823.)

AMENDMENTS

1986 - Subsec. (b). Pub. L. 99-386, Sec. 203(b)(1), substituted "reports on zone operations" for "reports containing a full statement of all the operations, receipts, and expenditures, and such other information as the Board may require". Subsec. (c). Pub. L. 99-386, Sec. 203(b)(2), added subsec. (c) and struck out former subsec. (c) which required the Board to make an annual report to Congress containing a summary of the operation and fiscal condition of each zone, and transmit copies of the annual report of each grantee. 1980 - Subsec. (c). Pub. L. 96-609 substituted "by April 1 of each year" for "on the first day of each regular session".

Zimbra **michael.leo@co.hidalgo.tx.us**

RE: Letter of Support for TST NA Trim

From : Debra L. Goetz <dgr@atlashall.com> Wed, Mar 07, 2012 05:39 PM
Subject : RE: Letter of Support for TST NA Trim 1 attachment
To : 'Michael Leo' <michael.leo@co.hidalgo.tx.us>
Cc : 'roberto villarreal' <roberto.villarreal@co.hidalgo.tx.us>

Michael,

A revised draft is attached for your review. The letter does not change which taxes the County would be entitled to under applicable law but only acknowledges that taxation is precluded. We can provide a copy of the applicable provision if it would be helpful.

Debra L. Goetz
Atlas & Hall, L.L.P.
P.O. Box 3725
McAllen, Texas 78502-3725
www.atlashall.com

Telephone: 956-632-8242
Facsimile: 956-686-6109
E-mail: dgr@atlashall.com

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U.S. Internal Revenue Service (IRS) Circular 230 Notice: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the U.S. Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter dressed herein.

AI-31622 **6. C.**

CC REGULAR

Meeting Date: 03/27/2012

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and approval of the Hidalgo County Thoroughfare Plan as approved by the Hidalgo County Metropolitan Planning Organization (HCMPO) Technical Advisory Committee (TAC) on March 15, 2012.

BACKGROUND

HCMPO Thoroughfare Amendment included. Hidalgo County represented on HCMPO board by Comm. Joe Flores, Pct. 3.

Attachments

HCMPO Letter & Amendment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/22/2012 03:53 PM
Roland Garcia	Rolando Garcia	03/23/2012 09:37 AM
Purchasing Department	Monica Badillo	03/23/2012 03:38 PM

Form Started By: Michael Leo Started On: 03/22/2012 02:40 PM

Final Approval Date: 03/23/2012

Hidalgo County Metropolitan Planning Organization

510 South Pleasantview Drive, Weslaco, TX. 78596

(956) 969-5778
(956) 969-5821 fax

Planning Partners:

Alamo
Alton
Donna
Edcouch
Edinburg
Elsa
Granjeno
Hidalgo
Hidalgo County
Hidalgo County RMA
La Joya
La Villa
LRGVDC Transit
McAllen
Mercedes
Mission
Palmhurst
Palmview
Peñitas
Pharr
Progreso
Progreso Lakes
San Juan
Sullivan City
TxDOT
Weslaco

Additional Partners:

FHWA
FTA
Fish & Wildlife
Hidalgo County Commuter Rail District
McAllen Transit
Rio Grande Valley Partnership
Weslaco Chamber of Commerce
Gobierno de Tamaulipas
San Juan Economic Development

March 16, 2012

RECEIVED
MAR 21 2012
COUNTY JUDGE

Honorable Ramon Garcia, Hidalgo County Judge
1615 S Closner, Suite J
Edinburg, TX 78539

Subject: Approval of Hidalgo County Thoroughfare Plan

Honorable Judge Garica,

The Hidalgo County Metropolitan Planning Organization is seeking the approval of the Hidalgo County Commissioners Court for the Hidalgo County Thoroughfare Plan. The Hidalgo County Metropolitan Planning Organization (MPO) has completed a process of processing thoroughfare plan updates from each member incorporated cities in Hidalgo County and the four Hidalgo County Precincts. The Transportation Policy Committee set a deadline of December 16, 2011 for submitting updates. As a result the Transportation Policy Committee met on March 15, 2012 and adopted the Hidalgo County Thoroughfare Plan (see attached resolution).

Please do not hesitate to contact me, if you have any further questions.

Sincerely,

Andrew Canon
Transportation Director
HCMPO

cc: The Honorable Joel Quintanilla, Commissioner Hidalgo Co, Pct. #1
The Honorable Hector Palacios, Commissioner Hidalgo Co, Pct. #2
The Honorable Joe M. Flores, Commissioner Hidalgo Co, Pct. #3
The Honorable Joseph Palacios, Commissioner Hidalgo Co, Pct. #4

attach

RESOLUTION 2012-01

SUBJECT: Approval of the Hidalgo County Metropolitan Planning Organization Thoroughfare Plan Amendment

WHEREAS, the Hidalgo County Metropolitan Planning Organization, is the designated agency for the Transportation Planning in the Transportation Management Area; and

WHEREAS, the MPO is required to have a systematic way to gather citizen input on transportation issues; and

WHEREAS, the MPO is required to have a financially constrained 4 year project listing (TIP); and

WHEREAS, these procedures have been duly discussed and gone through the required public comment period; and

NOW THEREFORE, BE IT RESOLVED, that the Hidalgo County Metropolitan Planning Organization Transportation Policy Committee agreed by a majority vote to approve the following amendments to the HCMPO Thoroughfare Plan.

- Change Mile 10 N from Mile 6 N to FM 1015 from Minor Arterial 100' to Expansion Principal Arterial 120'
- Change S Westgate Dr from Bus US 83 and 18th St from Collector 80' to Expansion Minor Arterial 100'
- Change Nolana Loop from 1440' west of Coolie Rd to Fm 88 from Existing Principal Arterial 120' to Expansion Principal Arterial 120' & New facility
- Change Name of Earling Rd to Nolana Loop from N Alamo Rd to Goolie Rd.
- Move Nolana Loop from Goolie Rd to N Victoria Rd South to Mile 11 1/2 N and change from New Facility Principal Arterial 120' to Expansion Principal Arterial 120'
- Add Eldora Rd from .49 mi. west of Val Verde Rd to Val Verde Rd as New Facility Collector 80'
- Add Eldora Rd from Val Verde Rd to Goolie as Expansion Collector 80'
- Add Sioux Rd from N Border Rd to Goolie as Expansion Collector 80'
- Add N Hutto Rd from Mile 9 N to Sioux Rd as New Facility Collector 80'
- Add Nolana Loop from .27 mi. west of Goolie Rd to .22 mi. east of Goolie Rd as New Facility Principal Arterial 120'
- Change McColl Rd from US Bus 83 to Dove Ave to Expansion Principal Arterial 120'
- Change 2nd St from Trento Rd to Hobbs Rd to Expansion Principal Arterial 120' from Existing Principal Arterial 120'
- Add Los Ebanos Rd from Monte Cristo Rd to FM 681 as Expansion Minor Arterial 100'
- Remove Mile 11 N from Big 5 Rd to Glasscock Rd from plan
- Add Chapin Rd from Hoen Rd to 29th St as Expansion Minor Arterial 100'
- Add Sprague St from 10th St to 29th St as expansion Collector 80'
- Add Sprague St (Mile 7 N) from 33rd St to N Ware Rd as New facility Collector 80'
- Change Oxford Ave/Hobbs Rd from 10th St to 23rd St from Expansion Collector 80' to New Facility Collector 80'
- Add Auburn/Wisconsin Rd from 10th St to Main St as New Facility Collector 80'
- Add Pecan Blvd from 2nd St to 23rd St as Expansion Principal Arterial 120'
- Add Pecan Blvd from 23rd St to N Taylor Rd as Existing Minor Arterial 100'

See Maps Exhibits 1, 2 and 3

March 15, 2012

Mario Jorge, P.E.
District Engineer
TxDOT – Pharr District

Andrew A. Canon
Transportation Director
Hidalgo County MPO

The Honorable Diana Martinez, City of Alamo
Chairman of the Hidalgo County
Transportation Policy Committee

AI-31440 **7. A.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Arturo Guajardo, Jr.

Department: COUNTY CLERK

Information

CAPTION

Requesting approval of J.P. Pct. 4 Pl. 1 Charlie Espinoza's Official Bond - Filed at the Hidalgo County Clerk's Office on February 27, 2012 at 10:34 AM.

BACKGROUND

Attachments

JP Pct.4 Pl.1 Charlie Espinoza - Official Bond

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/12/2012 01:22 PM
Purchasing Department	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Jennilee Garza Started On: 03/09/2012 05:08 PM

Final Approval Date: 03/19/2012

Texas

Duplicate

FILED
AT 10:34 O'CLOCK A M
FEB 27 2012
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY J. Garza DEPUTY

Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Hidalgo } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 13751784

That we, Charlie Espinoza, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety,

are held and bound unto [1] Hidalgo County Judge, his successors in office,

in the sum of [2] Twenty-Five Thousand and 00/100 DOLLARS ($25,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 2nd day of April, 2009.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, _____, duly elected (Elected—Appointed) to the office of Justice of the Peace in and for [3] Hidalgo County, State of Texas, for a term of four years commencing on the 28th day of February, 2009.

NOW, THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall [4]

Faithfully and impartially discharge the duties required by law
And promptly pay to the entitled party all money that comes into
His hands during the term of office.

WESTERN SURETY COMPANY SEAL SOUTH DAKOTA

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Charlie Espinoza
Principal

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Hidalgo } ss

Before me, Aleida S. Lopez on this day, personally appeared Charlie Espinoza, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at 212 N. 12th Ave. Edinburg, Texas, this 11 day of January, 2011.

SEAL

ALEIDA S. LOPEZ
MY COMMISSION EXPIRES
July 28, 2013

Aleida S. Lopez

Hidalgo County, Texas

In the name and by the authority of

FILED AT 8:33 O'CLOCK A M
JAN 05 2009
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

The State of Texas

OATH OF OFFICE

I, CHARLIE ESPINOZA, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of JUSTICE OF THE PEACE Pct 4 PL 1 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

X Charlie Espinoza
Affiant

SWORN TO and subscribed before me by affiant on this 1 day of JAN, 2009.

Signature of Person Administering Oath

Printed Name

Hidalgo County Judge
Title

(Seal)

Form #2204

See Reverse Side for Instructions
Revised August 1999

PLEASE TYPE OR PRINT LEGIBLY
PROVIDE ALL REQUESTED INFORMATION

STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)

I, CHARLIE ESPINOZA, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any ~~public office or employment for the giving or withholding of a vote at the election at~~ which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

1-1-09
Date

Charlie Espinoza
Officer's Signature

JUSTICE OF THE PEACE PCT 4 PL1
Position to Which Elected/Appointed

HIDALGO County
City and/or County

Form No. 2201

AI-31584 **8. A.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Constable Pct. 1

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Pct. 1 (1100):

1. Approval to reclassify the following full-time position. Reviewed and recommended by the Classification Committee, as per section 3.22 of the Civil Service Commission Rules, effective next full pay period.

		Current		Proposed	
Emp. No.	**Slot No.**	**Position Title**	**Grade**	**Position Title**	**Grade**
072036	0008	Administrative Assistant II	6	Administrative Assistant III	8

2. Approval of transfer.
3. Approval of revised salary schedule.

BACKGROUND

Attachments

fiscal note

transfer

PAR Revised

Job Descriptions

Revised salary schedule

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	03/21/2012 03:58 PM
Budget & Management	Merlen P. Munoz	03/22/2012 07:04 AM
Rosalinda Cantu	Rosie Cantu	03/23/2012 12:13 PM
Purchasing Department	Monica Badillo	03/23/2012 03:38 PM

Form Started By: Sylvia Solis Started On: 03/21/2012 02:47 PM

Final Approval Date: 03/23/2012

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: **Tuesday, March 27, 2012**

Agenda Item: 31584

Summary of request/proposal:

Constable Pct. 1 (1100):
Approval to reclassify the following regular full-time positions. Reviewed and recommended by reclassification committee, as per section 3.22 of the Civil Service Commission Rules.

Fund	Current Position Title	Proposed Position Title	Slot#	Obj	Current G	Current S	Current Salary	Proposed G	Proposed S	Proposed Salary	Total Requested
1100	ADMINISTRATIVE ASSISTANT II	ADMINISTRATIVE ASSISTANT III	0008	113	6	4	$30,141.00	8	1	$31,815.00	$1,674.00
					TOTAL:						$1,674.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1100-421-00-291-001-0-	113	CONSTABLE PCT.1 -	REG F/T EMPLOYEES	$1,225.03
2-1100-421-00-291-001-0-	211	CONSTABLE PCT.1 -	HEALTH INSURANCE	$0.00
2-1100-421-00-291-001-0-	212	CONSTABLE PCT.1 -	LIFE INSURANCE	$0.00
2-1100-421-00-291-001-0-	220	CONSTABLE PCT.1 -	FICA	$93.72
2-1100-421-00-291-001-0-	230	CONSTABLE PCT.1 -	RETIREMENT	$121.89
2-1100-421-00-291-001-0-	250	CONSTABLE PCT.1 -	UNEMPLOYMENT CO	$6.13
2-1100-421-00-291-001-0-	260	CONSTABLE PCT.1 -	WORKER'S COMP	$0.00
			2012 Budgetary Impact	$1,446.77

2013 Budgetary Impact: $1,976.99

Possible Funding Sources: CO. WIDE ADM. - CONTINGENCY

Comments:

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: March 22, 2012

2012
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR CONST PCT 1

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME		Amount
FROM:			
2-1100-415-00-115-002-0- 899	CO WIDE ADM-	CONTINGENCY	(1,446.77)
TO:			
2-1100-421-00-291-001-0- 113	CONSTABLE PCT NO. 1-	REG F/T EMPLOYEES	1,225.03
2-1100-421-00-291-001-0- 220	CONSTABLE PCT NO. 1-	FICA	93.72
2-1100-421-00-291-001-0- 230	CONSTABLE PCT NO. 1-	RETIREMENT	121.89
2-1100-421-00-291-001-0- 250	CONSTABLE PCT NO. 1-	UNEMPLOY. COMP	6.13
	TOTAL BUDGET INCREASE/DECREASE		**0.00**

REASON: To fund the prorated salaries and related fringe benefit expenditures as a result of a position reclassification to slot no. 0008, Administrative Assistant II, grade 5 to Administrative Assistant III, grade 8 (employee no. 072036).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

HIDALGO COUNTY

CLASSIFICATION COMMITTEE RECOMMENDATION FORM

DEPARTMENT NAME: CONSTABLE PCT. 1 **DATE:** 3/21/2012

DEPARTMENT NUMBER: 291 **PROGRAM NUMBER:** 001

CURRENT SLOT #: 0008 **NO. OF POSITIONS:** 1

DEPARTMENT CLASSIFICATION REQUEST- *RECLASSIFICATION*

CURRENT

ADMINISTRATIVE ASSISTANT II	30,141.00 (GRADE 6/ STEP 4)
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

ADMINISTRATIVE ASSISTANT III	31, 815.00 (GRADE 8/ STEP 1)
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

ADMINISTRATIVE ASSISTANT III	31, 815.00 (GRADE 8/ STEP 1)
Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

SIGNATURES

Human Resources Representative	Date 3/23/2012
County Treasurer Representative	Date 03/23/12
Budget & Management Representative	Date 3/23/2012

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Constable Pct. 1 (291-001) DATE: March 15, 2012

CURRENT POSITION TITLE: Administrative Assistant II CURRENT SLOT. #: 0008

REQUESTED POSITION TITLE: Administrative Assistant III

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: **$** 30,141.00 (Current Budgeted Salary) $ 31,815.00 (Proposed Budgeted Salary) $ 1,674.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

$ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Employee's work is no longer the routine work of answering phones, taking messages, and disseminating paperwork. The workload has become more complex. Employee prepares county & state reports, supervising the work of others, is performing dispatching duties, plans & organizes meetings & participates in planning and executing department programs.

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

Employee performs complex administrative support and technical program assistance work. Work involves disseminating information, maintaining filing systems and performing internal administrative support work. Employee supervises the work of others and trains others. Employee works under general supervision and has freedom of the use of his own initiative and independent judgment performing his assigned duties & added responsibilities.

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

See attached job description for Administrative Assistant III.

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

Work has become more complex. Employee is preparing county reports & Office of the Attorney General reports, supervising community service workers, seasonal help and must also dispatch calls for service to deputies. Employee has also been designated as the Department Fuel Card Manager.

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

See attached.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Celestino Avila Jr. DEPARTMENT HEAD	12-21-2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO
2.	HUMAN RESOURCES DIRECTOR	3/23/2012 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/23/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

ADMINISTRATIVE ASSISTANT II

GRADE: 06

GENERAL DESCRIPTION

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

EXAMPLES OF WORK PERFORMED

Prepares and disseminates information concerning agency programs and services

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

Develops, coordinates, and maintains record keeping and filing systems

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

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

Assists in planning meetings and conferences

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

May review and route mail

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

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

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in the use of standard office equipment and software

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

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment

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

ADMINISTRATIVE ASSISTANT III

GRADE: 08

GENERAL DESCRIPTION

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

EXAMPLES OF WORK PERFORMED

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

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

Participates in the planning and execution of an agency program

Develops, coordinates, and maintains record keeping and filing systems

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

Coordinates meetings, conferences, and seminars

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

May coordinate work between organizational units of the agency

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

May assist in the preparation of presentations for administrative hearings

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

May develop training materials

May train others

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

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

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in standard office equipment and software

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

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-421-00-291-001-0

CONSTABLE PCT. 1

AI- 31584

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	CONSTABLE				$68,190.00	$68,190.00	$0.00	$0.00	$1,200.00	$8,000.00	$0.00	$77,390.00
0002	113	CHIEF DEPUTY CONSTABLE I STEP II				$49,969.00	$49,969.00	$780.00	$0.00	$2,400.00	$0.00	$0.00	$53,149.00
0003	113	SERGEANT STEP II				$47,589.00	$47,589.00	$780.00	$0.00	$2,400.00	$0.00	$0.00	$50,769.00
0004	113	SR. DEPUTY CONSTABLE STEP III				$44,777.00	$44,777.00	$600.00	$0.00	$3,000.00	$0.00	$0.00	$48,377.00
0005	113	DEPUTY CONSTABLE				$36,480.00	$36,480.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,480.00
0006	113	SR. DEPUTY CONSTABLE STEP III				$44,777.00	$44,777.00	$600.00	$0.00	$2,400.00	$0.00	$0.00	$47,777.00
0007	113	DEPUTY CONSTABLE STEP I				$38,000.00	$38,000.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$39,200.00
		ADMINISTRATIVE ASSISTANT III	**8**	**1**	**$31,815.00**	**$31,815.00**							
0008	**113**	~~**ADMINISTRATIVE ASSISTANT II**~~	~~**6**~~	~~**4**~~	~~**$30,141.00**~~	~~**$30,141.00**~~	**$30,141.00**	**$840.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$30,981.00**
0009	113	SENIOR DEPUTY CONSTABLE STEP III	0	0	$0.00	$44,777.00	$44,777.00	$660.00	$0.00	$1,200.00	$0.00	$0.00	$46,637.00
0010	113	SENIOR DEPUTY CONSTABLE STEP I	0	0	$0.00	$41,800.00	$41,800.00	$360.00	$0.00	$1,800.00	$0.00	$0.00	$43,960.00
0011	113	DEPUTY CONSTABLE	0	0	$0.00	$36,480.00	$36,480.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,480.00
0012	113	DEPUTY CONSTABLE STEP I	0	0	$0.00	$38,000.00	$38,000.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$39,200.00
					$0.00	$247,005.00	$247,005.00	$2,160.00	$0.00	$9,000.00	$8,000.00	$31,584.00	$266,165.00

Approval to reclassify the above highlighted full-time position. Reviewed and recommended by the Classification Committee, as per section 3.22 of the Civil Service Commission Rules, effective next full pay period.

AI-31629 **9. A.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Judge Jesus E. Morales

Department: J.P. 1, 2

Information

CAPTION

J.P. PCT 1/ PL 2 (1100):
Approval of the following personnel actions, pursuant to section 6.54 of the Personnel Policy Manual, effective next full pay period, 04/09/12.

Action	Employee	Current Position Title	Slot No.	Current Salary	Proposed Position Title	Slot No.	Proposed Salary
Demotion	064742	Assistant Court Coordinator	0003	$29,674.00	Clerk	0005	$25,932.00
Promotion	180084	Clerk	0005	$25,932.00	Assistant Court Coordinator	0003	$29,674.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

There will no budgetary impact. Any change in actual salary is within the department's and the positions' budgeted amounts.

Attachments

Section 6.54

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/23/2012 09:35 AM
Rosalinda Cantu	Rosie Cantu	03/23/2012 02:31 PM
Purchasing Department	Monica Badillo	03/23/2012 03:38 PM

Form Started By: Sergio Cruz Started On: 03/23/2012 09:22 AM

Final Approval Date: 03/23/2012

Sheriff's Department a list of all applicants who met the minimum qualifications for the Vacancies, send the Sheriff's Department the name and Application of the applicant with the highest over-all test score, and absent good cause, following a personal interview with the Sheriff's Department, and such additional testing as the Sheriff's Department shall determine to be reasonable under the circumstances, such applicant shall be selected to fill such Vacancy.

EXCEPTIONS TO EMPLOYMENT PROCEDURES

6.54 The following situations do not require that an Elected Official/Department Head use the employment procedures described in this Chapter 6 to fill a vacancy for:

a. a position used to settle a complaint, grievance or civil rights complaint, provided the Elected Official/Department Head certifies such fact to the Human Resources Director;

b. a position to which an individual charged with a crime under a criminal complaint or indictment is transferred pending final resolution of the criminal complaint or indictment, provided the Elected Official/Department Head certifies such fact to the Human Resources Director;

c. Emergency Appointments;

d. an upgrade or downgrade of an occupied position as the result of a reclassification, so long as the procedures described in Rule 6.27 through 6.33 hereof have been followed:

e. a lateral transfer so long as the procedures described in Rules 6.21 through 6.26 hereof have been followed;

f. a voluntary or involuntary demotion as described in Rule 6.37 hereof;

g. a reorganization and/or consolidation so long as the procedures described in Rules 6.38 through 6.44 hereof have been followed. If the reorganization and/or consolidation also involves a reduction in force, the procedures described in Rules 6.45 through 6.49 hereof must also be followed;

h. an entry level position filled by an individual referred to the Elected Official/Department Head from programs associated with a Workforce Development Board ("WDB Programs"), provided the Elected Official/ Department Head notifies the Human Resources Director, in writing, prior to the selection of such person, that the Elected Official/Department Head has a vacant position, identified by job number, for the WDB Programs participant, and the Elected Official/Department Head represents to the Human Resources Director that such position will remain vacant until the earlier of: (i) the WDB Programs participant is dismissed; or (ii) funding for the WDB Program position expires, at which time the Elected Official/Department Head shall process the paperwork necessary for such WDB Programs participant to be placed in such position on the County payroll. The WDB Programs participant's Probationary Period with the County begins on the day such participant is first assigned to work for the Elected Official/Department Head, NOT the date such participant is placed on the County payroll;

i. a position filled based on a specific, prior, written waiver granted by the Commissioners' Court; or

AI-31582 **10. B.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Eddie Olivarez

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services Dept.- Health Clinics (1100):

1. Approval of the following personnel actions:

Action	Employment Status	Slot No.	Position Title	Grade/ Budgeted Salary
Delete	Full-Time	0001	Advanced Clinical Practioner (Classified)	21
Create	Full-Time	0128	Director of Clinical Care Services (Non-Classified)	$92,582.00

2. Approval to exempt the Director of Clinical Care Services position, slot no. 0126 from the Classification and Compensation Pay Plan.
3. Approval of revised salary schedule.

BACKGROUND

Attachments

job descriptions

PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/21/2012 02:38 PM
Rosalinda Cantu	Merlen P. Munoz	03/21/2012 02:42 PM
Budget & Management	Merlen P. Munoz	03/23/2012 02:21 PM
Purchasing Department	Monica Badillo	03/23/2012 03:38 PM

Form Started By: Mike Escaname Started On: 03/21/2012 02:19 PM

Final Approval Date: 03/23/2012

HIDALGO COUNTY
HEALTH ADMINISTRATION DEPARTMENT

Job Title:	Director of Clinical Care Services	**FLSA Status:**	Exempt
Dept. Code:	340	**Civil Service Status:**	Non-Exempt

SUMMARY:

The Director of Clinical Care Services functions under the direction of the Chief Administrative Officer and in collaboration with the Chief Physician. Functions as a public health program specialist by planning & directing multi-disciplinary systems of health care to ensure effective utilization of resources in the provision of comprehensive public health care services for Hidalgo County. Oversees eight (8) clinic sites, including personnel assignments, training and hiring which includes developing goals & resources for the Clinical Group. Is responsible for analyzing, developing, implementing and coordinating new and existing programs (Title V, MCH, TB, Immunization, Family Planning & Community Health- OPH). Maintains quality assurance, accountability & reporting of implemented programs, to County and Department of State Health Services. Establishes, maintains & supports the activities of public health education & promotion & disease prevention & control in the community. Develops and implements specialty community clinics; and supervises Central Office personnel associated with those clinics including but not limited to Family Planning, Prenatal, Child Health, TB, Immunizations and Communicable Diseases and the reporting of these clinics. Prepares & writes new and renewal grant applications in coordination with the Budget Manager, under the supervision of the Chief Administrative Officer.

QUALIFICATION REQUIREMENTS:

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Coordinates the operations of the Clinical Group including the development, implementation, and evaluation of the group's philosophy, goals, clinical practice standards and policies.
  Develops and maintains acceptable methods of recording and reporting that provide proper service control, uniform accounting and measurement of program results (i.e. Performed Based Objectives).
- Develops policies and procedures in accordance to DSHS program guidelines/standards. Responsible in coordinating clinical quality assurance programs. Responsible for staff development of the Clinical Groups. Devises tools and methods of assessment of knowledge and skill areas of the Nursing Groups. Responsible for recruitment of health programs personnel.
- Responsible for the oversight of the HCHHSD Billing Division in collaboration with the Budget Manager. Responsible for the oversight of the Tuberculosis, Immunizations, Maternal & Child Health, Family Planning & STD Programs. Implements, monitors & evaluates the performance measures of these programs in accordance to DSHS & department policies & procedures;
- Addresses grievances related to the Clinical Group; Responds to client and service provider complaints to the Health Department resolving complex problems.
- Monitors the community health status to identify community health problems through routine review and collection of community health status data, population based needs assessment and epidemiological processes. Responsible to develop and initiate

population-wide health promotion, prevention and risk reduction programs (which include OPH grant performance measures).

- Assists and/or coordinates with diagnoses and investigates health problems and hazards in the community to include chronic disease prevention and detection; communicable disease detection and strategic intervention and follow up. Assists in emergency response planning.
- Develops and advocates for public health policies and comprehensive systems of health care delivery, to include application & compliance to current managed health care systems.
- Assists in mobilizing community partnerships and provides expertise to the community on community health status in order to identify, prioritize and solve health problems to the benefit of the citizens of Hidalgo County.
- Participates with management team and with other groups directors in establishing direction and leadership in the organization; Assists in developing department polices, enforcing policies, and enhancing integration opportunities as member of the management staff, under the supervision of the Chief Administrative Officer.
- Coordinates & evaluates effectiveness, accessibility and quality of personal and population based healthcare services; collects and maintains data to measure community interventions; identify underserved populations and implements changes in programs/systems to improve health outcomes.
- Coordinates the Tuberculosis, Immunization, Title V MCH, OPH, Family Planning & Program Budgets which includes; identifying budget needs and developing grant and program budgets in conjunction with the Budget Manager, under the supervision of the Chief Administrative Officer, compiling budget indicators for the various programs; and reviewing and approving group budget purchases and expenditures.
- Reviews local, state, and federal resources for potential program funding; identifies funding and project opportunities and provides direction to group staff, community agencies, coalitions, etc. on following up on these opportunities
- Prepares and writes new and annual submittal of multiple grant requests TB, Immunization, OPH & Title V in coordination with the Budget Manage for HCHHSD, under the supervision of the Chief Administrative Officer. Monitors grant progress to ensure grant requirements are being met; and submits required reporting monthly and annually to state and County as applicable.
- Serves as a public health practice resource and community expert on the practice of public health nursing; as adjunct faculty for undergraduate nursing students; will coordinate with universities/colleges adjunct staff in assuring that student requirements are met within all state HIPPA and county requirements.
- Collaborates with other service providers including institutes of higher learning to share resources to maximize delivery of care.
- Reviews and revises medical orders in conjunction with the Chief Physician and Clinicians. Directs the on-going review, revision, implementation and training in public health and nursing practice standards.
- Develops, implements, and evaluates workplace OSHA policies. Oversees the staff development of the Clinical Group in accordance to OSHA & State Board Rules (BON).
- Responsible to maintain and update all Third Party Provider information, credentialing and renewal applications.
- Performs related work as assigned.

EDUCATION AND EXPERIENCE:

- Licensed to practice as an RN in Texas, plus
- 5 yrs or more experience as a Director of Nursing in public health or similar setting, plus
- 5 yrs or more experience in community health grant writing, i.e. DSHS, HHSC.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have proof of a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by County Insurance carrier.

OTHER SKILLS AND ABILITIES:

- Knowledge of professional nursing theory, nursing process, including cultural social and economic forces in family, community and group dynamics. Broad knowledge of principles and practices in management, supervision and intra disciplinary collaboration. Knowledge of organizational structure, administrative process, and projected program expectations. Ability to communicate in oral, written form. Ability to apply principles of leadership, education, long range planning and evaluation. Ability to perform essential job functions with or without reasonable accommodations.
- Maybe be required to work other than normal or scheduled hours including weekends and holidays

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. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk, sit, use hands and fingers, handle or feel objects tools or controls, reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:

Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may be required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:

- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

Revised 03/12

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH DEPT. – Health Clinics (340-003) DATE: 03/21/12

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

REQUESTED POSITION TITLE: Director of Clinical Care Services New Slot #: 0126

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ _____ (Current Budgeted Salary) $ $92,582.00 (Grade 21 / Step 3) (Proposed Budgeted Salary) $ _____ (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ X

Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐

Part Time Temporary Object 122 ☐

$ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:

Exempt ☐

Non-Exempt ☒ X

N/A ☐

FLSA:

Exempt ☒ X

Non-Exempt ☐

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

Functions as a public health specialist by analyzing, developing and implementing multidisciplinary systems of health care services for Hidalgo County.

Directs the operations of the Nursing Group including the development, implementation, and evaluation of the groups philosophy, goals, clinical practice standards and policies. Responsible for the oversight and grant writing of the Tuberculosis, Immunization, Title V MCH, and Public Health Services.

Services Programs. Monitors, diagnosis and investigates health problems and hazards in the community to include chronic disease prevention and detection and strategic intervention and follow up. Advocates for public health policies and comprehensive systems of health care delivery, to include

the application and compliance to current managed health care systems. Participates as a key upper level management staff to support the agency in providing core public health functions and essential services to Hidalgo County.

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

See attached job description

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	03/21/2012 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	X YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-31436 **10. C.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Eddie Olivarez

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting authorization for Hidalgo County to execute the Interlocal Cooperation Agreement between Hidalgo County and Cameron County. The purpose of the Interlocal Cooperation Agreement is to transfer to Cameron County items listed in Appendix A for the purpose of fulfilling the goals of the Lower Rio Grande Valley Development Council's regional efforts to emergency response.

BACKGROUND

Items in Appendix A were purchased by LRGVDC with FY 2010 Metropolitan Medical Response System grant funds and were delivered to Hidalgo County Health & Human Services Dept. (reference AI-29993, 12/20/11)

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No fiscal impact; Items were purchased by LRGVDC using FY 2010 MMRS grant funds.

Attachments

approval email

Interlocal

Property Transfer Agreements

Form Review

Inbox	Reviewed By	Date
Budget & Management	Erika Zamora	03/09/2012 03:51 PM
Purchasing Department	Angela Garcia	03/19/2012 09:40 AM
Mike Escaname (Originator)	Mike Escaname	03/21/2012 06:31 AM
Manuel Chapa	Manuel Chapa	03/21/2012 09:57 AM

Form Started By: Mike Escaname Started On: 03/09/2012 03:16 PM

Final Approval Date: 03/21/2012

Mike Escaname

From: Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Wednesday, March 07, 2012 4:09 PM
To: 'Mike Escaname'
Subject: RE: MOU Between Hidalgo County & Cameron County for MMRS FY 2010 Grant Equipment

Ok. The 2010 message had the asset transfer agreement.
I have reviewed the agreement for 2010 and approve 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

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****

From: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Wednesday, March 07, 2012 3:50 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Subject: RE: MOU Between Hidalgo County & Cameron County for MMRS FY 2010 Grant Equipment

Yes Josephine, That is correct;

In the FY 2009, Cameron is transferring to Hidalgo County.

In the FY 2010, Hidalgo County is transferring to Cameron County.

Mike E.

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Wednesday, March 07, 2012 3:32 PM
To: 'Mike Escaname'

Cc: eddie.olivarez@hchd.org
Subject: RE: MOU Between Hidalgo County & Cameron County for MMRS FY 2010 Grant Equipment

Mike,
The 2009 Agreement had the equipment being transferred from Cameron to Hidalgo. The 2010 is the reverse with Hidalgo transferring to Cameron. Is that correct?

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
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josephine.ramirez@da.co.hidalgo.tx.us

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****

From: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Wednesday, March 07, 2012 2:35 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: eddie.olivarez@hchd.org
Subject: MOU Between Hidalgo County & Cameron County for MMRS FY 2010 Grant Equipment

Hello Josephine:

(This is a different MOU from the one previously e-mailed to you earlier today)(The previous MOU was for equipment purchased with FY 2009 MMRS Funds)

Attached, please find the following:

- FY 2010 MMRS Interlocal Agreement Between Hidalgo County & Cameron County
- Appendix A (Equipment List)
- Appendix B (Federal Grant Award Number)
- Appendix C (Grant Terms & Conditions)
- SSA Permanent Property Transfer Record Agreement

Similarly to the MOU between LRGVDC & Hidalgo County that you reviewed and approved on 12/07/2011, attached is a MOU between Hidalgo County & Cameron County that we plan to place on CC for consideration and acceptance. (reference AI-29993, 12/20/11)

Background:
LRGVDC meets with various local governments and plan for emergency preparedness events; The various local governments submit their "wish list" of items / equipment they feel they need to respond to emergencies regarding public health.
LRGVDC applied for grants from the Homeland Security Dept. and then distributed the equipment which they bought with these grant monies to various LRGVDC local governments; The attached MOU is for equipment that the LRGVDC applied and received and distributed to Cameron County; Cameron County, in turn, is distributing some of the equipment to Hidalgo County.
I'm not sure why LRGVDC decided to process these grants this way but this is how they went about it.

This MOU between Hidalgo County & Cameron County and another between Hidalgo County and Willacy County are needed so that we, too, can forward equipment that belongs to Cameron and Willacy from the items we (Hidalgo County) received through that MOU (reference AI-29993, 12/20/11)

I'll forward the MOUs between Hidalgo County & Willacy County in a separate e-mails later this week.

In the meantime, we'd appreciate if you can review the attached MOU and let us know if you approve or if you have any concerns with any of the wording.

We will present to our Hidalgo County Commissioner's Court and then forward to Cameron County for signature.

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

Thanks Josephine.

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St
Edinburg, Texas 78539
956-383-6221

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY and CAMERON COUNTY
(FY2010 MMRS – Cameron County Public Health Regional Preparedness Equipment)

This Agreement made on this _____day of _____, 2012, by and between the **HIDALGO COUNTY** hereinafter referred to as "Hidalgo County," and **CAMERON COUNTY,** hereinafter referred to as the "Cameron County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County is a form of county government in Edinburg, Texas;

WHEREAS, Cameron County is a form of county government in Brownsville, Texas;

WHEREAS, Lower Rio Grande Valley Development Council (LRGVDC) is a Regional Planning Agency formed under Texas Law;

WHEREAS, LRGVDC, Hidalgo County and Cameron County, each pursuant to its statutory and constitutional authority, are responsible for the safety of the citizens within their respective boundaries, and are desirous that the necessary equipment and services are available;

WHEREAS, LRGVDC applied for and received grants for the equipment from the Metropolitan Medical Response System (MMRS) through the FY2010 Homeland Security Grant Program (HSGP), hereinafter referred to as the "FY 2010 MMRS Grant;"

WHEREAS, the Equipment was purchased by the LRGVDC through the FY 2010 MMRS Grant and delivered to the possession of Hidalgo County;

WHEREAS, the Equipment will remain the property of the Federal Emergency Management Agency (FEMA) and in LRGVDC's inventory records until February 28, 2016 or otherwise specified by the State Administrative Agency (SAA) at which time the Grant will be closed;

WHEREAS, the Lower Rio Grande Valley Region has the desire to combine resources for the purpose of increasing the region's ability to respond to all emergencies and disasters, natural and man-made, through Hidalgo County and Cameron County;

WHEREAS, Hidalgo County desires to transfer certain equipment as described in Appendix "A" attached hereto to Cameron County through a property transfer record agreement and according to LRGVDC and federal guidelines;

WHEREAS, Hidalgo County and Cameron County are authorized to enter into this agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. In order to fulfill the goals of LRGVDC regional efforts to emergency response, the parties agree that the equipment described in Appendix "A" attached hereto, will be made readily available, region and state wide for the purpose of responding to both manmade and natural disasters if requested under mutual aid.

2. The parties understand that the FEMA will retain ownership of the equipment listed in Appendix "A" until February 28, 2016 or otherwise specified by the State Administrative Agency, at which time Cameron County through the Hidalgo County – LRGVDC permanent loan MOU will obtain ownership of the equipment.

3. Cameron County agrees to meet eligibility status upon receiving grant funded equipment and must maintain eligibility status in accordance with the SAA eligibility requirements.

4. Cameron County agrees to, at a minimum; provide the equivalent insurance coverage for all such equipment listed in Appendix "A".

5. Cameron County agrees to maintain and repair the equipment listed in Appendix "A" in good working condition for the life of the equipment and agrees to pay for any and all yearly maintenance agreements for equipment as applicable.

6. Cameron County agrees to notify Hidalgo County in writing within ten (10) days should equipment be lost, stolen, or otherwise made unusable.

7. Cameron County agrees to provide an annual accounting of the equipment to Hidalgo County for the purposes of grant reporting to LRGVDC.

8. Cameron County agrees, within 60 days of receiving equipment, to tag equipment with appropriate identification labels in accordance with Cameron County Procedures and grant guidance tag requirements. (Homeland Security Grant Equipment and Grant Year, example: FY2010 HSGP/MMRS).

9. Cameron County and Hidalgo County agree to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to any parts or supplies needed to maintain operability of equipment.

10. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there

is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, Appendix B – Federal Grant Award Number 2010-SS-TO-008, and Appendix C – Terms and Conditions" of the FY2010 Homeland Security Grant Program (HSGP) prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent to bring them within the legal requirements and only during the times such conflict exists.

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

12. **Entire Agreement.** This Agreement contains the entire contract 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 Cameron County and Hidalgo County, and not otherwise.

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

14. **Governing Provisions.** This MOU shall be governed by and constructed in accordance with the laws of the State of Texas, and the obligations and undertakings of each of the parties to this MOU shall be performable in Cameron County, Texas. Cameron County shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment are listed below:

A. Administrative Requirements

1. OMB Circular A-102, State and Local Governments (10/14/94, amended 08/29/97)
2. OMB Circular A-87, State and Local Governments (05/04/95, amended 05/10/04)

B. Audit Requirements.

OMB Circular A-133, State, Local Governments and Non-Profit Organizations (06/24/97, includes revisions published in the *Federal Register* 06/27/03)

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

If to Hidalgo County:	Attention:	Honorable Ramon Garcia County Judge, Hidalgo County 1615 S. Closner Suite J Edinburg, TX. 78539
If to Cameron County:	Attention:	Honorable Carlos H. Cascos, CPA CountyJudge, Cameron County 1100 E. Monroe St. Dancy Building, Second Floor Brownsville, Texas 78520

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

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

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

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

19. **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 any paragraph hereof.

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

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

22. **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.

23. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days' written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

24. **Indemnification Clause.** To the extent permitted by the Texas Constitution and Texas State Laws, each party shall indemnify and hold the other party, its affiliated entities, and their respective directors, officers, employees, agents, and representatives, harmless from and against any claims, liabilities, damages, and expenses arising out of the indemnifying party's act or omissions, or the acts omissions of the indemnifying party's employees, students, facility, staff, agents or representatives, under this MOU, excluding claims, liabilities, damages, expenses resulting from the negligence or willful misconduct of the other party, its employees, students, faculty, staff, agents or representatives.

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

County of Hidalgo

_____
Honorable Ramon Garcia,
County Judge, Hidalgo County

County of Cameron

_____
Honorable Carlos H. Cascos, CPA
County Judge, Cameron County

Attested by:

_____
Arturo Guajardo Jr.,
Hidalgo County Clerk

Appendix A

LRGVDC MMRS FY 2010 Funds Equipment

	Hidalgo County Asset Tag No.	Description	Serial Number	Quantity	Cost	Extended Cost
1	55319	150-Gal Flat Bottom Portable Water Tank, 4812599093 Manufacturer # A-SPO150-RT / Model #41951592	No Serial #	1	300.04	300.04
2	55323	IronKey FIC/EOC Version of the Coordinated NIMS Incident Planner / Manufacturer # CNIP Ironkey / Model # SKU2-5200-504	00781660	1	2,793.00	2,793.00
3	55324	Desktop FIC/EOC Version of the Coordinated NIMS Incident Planner	No Serial #	1	1,995.00	1,995.00
4	55326	Cold Water Pressure Washer 5.0 HP, 2000PSI / Manufacturer # GC-2003-OMHB	10608964	1	412.78	412.78
5	55329, 55330, 55331, 55332	Tents (20 x 10) Eclipse II, HS Shelter / Manufacturer # H-CLF20	No Serial #	4	678.68	2,714.72
6	N/A	10" Polyester Zippered Sidewall for Tents, Manufacturer # H-10WCU	No Serial #	16	97.95	1,567.20
7	55339	Ricoh G700SE Camera / San Disk 2GB Micro SD Card / Dolica WB-3590 medium camera case / Ricoh G700SE Desktop DB-65 Battery Charger, includes 12 volt cigarette lighter adapter	WN03101707	1	913.00	913.00
8	55484	Ricoh GP-1-GPS	WP13102456	1	479.00	479.00
9	N/A	Fire Extinguisher Dry Chemical, ABC Manufacturer # PRO10TCM	No Serial #	3	42.28	126.84
10	N/A	Cross Cut Shredder, Manufacturer # X18, 568 349	No Serial #	2	188.56	377.12
11	N/A	First Aid Kit 50 Person, ANSI, Manufacturer # 242-AN	No Serial #	3	80.16	240.48
12	N/A	Booster Battery Charger, Manufacturer # 1YMN2A	No Serial #	1	109.83	109.83
					LRGVDC MMRS FY 2010 Funding Total	**$ 12,029.01**

Texas Department of Public Safety

2010 Sub-Recipient Award
for
Lower Rio Grande Valley Development COG

Date of Award
October 20, 2010

1. Sub-Recipient Name and Address

Executive Director Ken Jones, Jr.
Lower Rio Grande Valley Development COG
311 N. 15th
McAllen, TX 78501-4705

2. Prepared by: Seals, Freddie

3. SAA Award Number: 10-SR 99013-01

4. Federal Grant Information

Federal Grant Title:	**Homeland Security Grant Program (HSGP) Metropolitan Medical Response System (MMRS)**
Federal Grant Award Number:	2010-SS-T0-0008
Date Federal Grant Awarded to TxDPS:	August 1, 2010
Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdowns

MMRS Award Amount (Federal)

CFDA: 97.071

$317,419.00

Grant Period:

From:	To:
Aug 1, 2010	Jul 31, 2012

(The SAA must receive all invoices by the end of grant period)

6. Statutory Authority for Grant: This project is supported under Department of Homeland Security Appropriations Act, 2010 (Public Law 111-83).

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.2.8.9029.0

9. Agency Approval

Approving TxDPS Official:

Janice E. Bruno, Administrator
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

Janice E. Bruno

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:
Kenneth N. Jones, Jr.
Executive Director
Lower Rio Grande Valley Development Council

Signature of Sub-Recipient Official:

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:
74-1586916

12. Date Signed :
11/23/10

13. DUE DATE: December 4, 2010

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

2010 TERMS AND CONDITIONS

Instructions:

The Sub-recipient must:

1. *Fill in the contact information and sign the Sub-Recipient Award*
2. *Certify they have read and understand the Terms and Conditions by initialing the bottom of each page.*
3. *Fill in the contact information located on Page 4.*
4. *Certify to the statements provided in Exhibits A and B and C located at the back of this document by filling in contact information and signing both exhibits.*
5. *Return all documents to the SAA in accordance with the date provided in the transmittal letter and/or in the agreement.*

Parties to Sub-recipient Agreement

This Sub-recipient Agreement (includes the Sub-recipient Award and the Terms and Conditions) is made and entered into by and between the Department of Public Safety / State Administrative Agency, (DPS/SAA) an agency of the State of Texas, hereinafter referred to as "DPS/SAA," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, DPS/SAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2010 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and/or in the agreement Sub-recipient Agreement Award.

Sub-recipient must not assign or transfer any interest in this Sub-recipient Agreement without the express, prior written consent of the SAA.

Overview, and Performance Standards

All allocations and use of funds under this grant must be in accordance with the FY 2010 Guidelines and Application Kit for the Federal Grant Title specified on the Sub-recipient Agreement Award. All award Sub-recipients are required to have read, understood and accepted the FY 2010 Guidance and Application Kit as binding.

Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Regional Planning Group / Urban Area Working Group and/or by the State Administrative Agency (SAA) as applicable. The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement, Terms and Conditions and the following Exhibits located at the end of this document:

1. Assurance – Non-Construction Programs, hereinafter referred to as "**Exhibit A**"
2. Assurance – Construction Programs, hereinafter referred to as "**Exhibit B**"
3. Certification, hereinafter referred to as "**Exhibit C**"

Failure to Perform. In the event the Sub-recipient fails to implement the project(s) entered into the SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to DPS/SAA for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by DPS/SAA until repayment to DPS/SAA is made and any other compliance or audit finding is satisfactorily resolved.

Initial _____ Date 11/23/10

DPS/SAA Obligations

Measure of Liability. DPS/SAA shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by DPS/SAA under the DHS/FEMA grant programs. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by DPS/SAA under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

Sub-recipient shall contribute the match funds listed on the Sub-recipient Award page.

Excess Payments. The Sub-recipient shall refund to DPS/SAA any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by DPS/SAA or that DPS/SAA determines has resulted in overpayment to the Sub-recipient or that DPS/SAA determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to DPS/SAA within thirty (30) days after DPS/SAA requests such refund.

Suspension

In the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, DPS/SAA may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

DPS/SAA's Right to Terminate. DPS/SAA shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever DPS/SAA determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. DPS/SAA shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Appeal will be made to the Deputy Director of Homeland Security, Department of Public Safety.

Enforcement

In taking an enforcement action, the awarding agency will provide the sub-recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the sub-recipient is entitled under any statute or regulation applicable to the action involved.

Initial _____ Date 11/23/10

Conflict of Interest

No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Monitoring

Sub-recipients will be monitored periodically by federal or state agencies, both programmatically and financially, to ensure that project goals, objectives, performance requirement, timelines, milestone completion, budget, and other related program criteria are being met.

DPS/SAA reserves the right to perform periodic office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, DPS/SAA shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Section.

Audit

Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply, as applicable, with Texas Government Code, Chapter 783, 1 TAC 5.141.et.seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

DPS/SAA's Right to Audit. DPS/SAA reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit DPS/SAA or its authorized representative to audit the Sub-recipient's records. The sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to DPS/SAA for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to DPS/SAA of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/SAA may require of the Sub-recipient. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

Other Requirements

A. During the performance period of this grant, Sub-recipients must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM) . This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

Initial _____ Date 11/23/10

B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of the grant.

C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

D. During the performance period, the Sub-recipient must be a registered user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing $5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

E. Sub-recipients must submit Fiscal Year 2010 Indirect Cost Allocation Plan signed by Cognizant Agency - "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 CFR part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the SAA FY 10 COG Statement of Work.

G. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The sub-recipient agrees to consult with DPS/SAA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

Closing the Grant

A. The Sub-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the sub-recipient agreement.

B. DPS/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, DPS/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, DPS/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

C. At the completion of the sub-recipient's performance period, DPS/SAA will de-obligate all uncommitted / unexpended funds.

Restrictions, Disclaimers and Notices

A. In cases where local funding is established by a COG or UASI, governing board, the release of funds by DPS/SAA is contingent upon funding allocation approval by the governing board.

B. Notwithstanding any other agreement provisions, the parties hereto understand and agree that DPS/SAA's obligations under this agreement are contingent upon the receipt of adequate funds to meet DPS/SAA's liabilities hereunder, except as required by IECGP and HSGP grants. DPS/SAA shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

C. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to the Point of Contact listed for the sub-recipient in the SAA Grants Management System shall be deemed received the following business day.

Initial _____ Date 11/23/10

DPS/SAA Contact Information
Deputy Director, Homeland Security Texas Department of Public Safety State Administrative Agency P.O. Box 4087 Austin, TX 78773-0220

Sub-Recipient Contact Information (Please Fill-In Contact Information below)
Name: Kenneth N. Jones, Jr. Title: Executive Director Agency: LRGVDC Address: 311 N. 15TH ST. McAllen, TX 78501

Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with the most recent version of all applicable Laws and Regulations. A non-exclusive list is provided below

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

B. Cost Principles

1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 C.F.R. Part 220, Cost Principles for Education Institutions (OMB Circular A-21)
3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations

C. Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

D. Sub- recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

E. The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FY2010 Grant Program Guidance and Application Kit.

F. The recipient must provide information to FEMA to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. The recipient must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances.

Recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may not be eligible for grant funding.

G. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated in State Administrative Agency Information Bulletins, and Texas Uniform Grants Management Standards (UGMS).

H. The sub-recipient(s) must, in addition to the assurances, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of the award, and the approved application.

Initial _____ Date 11/23/10

Retention and Accessibility of Records

Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective, including program requirements and financial obligations, or the period of time required by other applicable laws and regulations. Sub-recipient shall comply with 44 CFR Section 13.42 and UGMS §-__.42

Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/SAA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, , and Texas Government Code Chapter 552.

Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Legal Authority

Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

Conflicts in Requirements. If conflict exists between federal, state, or local requirements, the sub-recipient shall comply with the strictest requirement. .

Notice of Litigation and Claims

The Sub-recipient shall give DPS/SAA immediate notice in writing of any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out of the performance under this Sub-recipient agreement

Except as otherwise directed by DPS/SAA, the Sub-recipient shall furnish immediately to DPS/SAA copies of all documentation or pleadings received by the Sub-recipient with respect to such action or claim.

Non-Waiver of Defaults

ANY FAILURE OF DPS/SAA, AT ANY TIME, TO ENFORCE OR REQUIRE THE STRICT KEEPING AND PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT WILL NOT CONSTITUTE A WAIVER OF SUCH PROVISION, AND WILL NOT AFFECT OR IMPAIR SAME OR THE RIGHT OF DPS/SAA AT ANY TIME TO AVAIL ITSELF OF SAME. A WAIVER DOES NOT BECOME EFFECTIVE UNLESS DPS/SAA EXPRESSLY AGREES TO SUCH WAIVER IN WRITING. ANY PAYMENT BY DPS/SAA SHALL NOT CONSTITUTE A WAIVER OR OTHERWISE IMPAIR OR PREJUDICE ANY RIGHT, POWER, PRIVILEGE, OR REMEDY AVAILABLE TO DPS/SAA TO ENFORCE ITS RIGHTS, AS SUCH RIGHTS, POWERS, PRIVILEGES, AND REMEDIES ARE SPECIFICALLY PRESERVED.

Initial _____ Date 11/23/10

Indemnity

AS PERMITTED BY LAW, SUB-RECIPIENT SHALL INDEMNIFY, DEFEND AND HOLD DPS/SAA AND THE STATE OF TEXAS (INCLUDING ITS DIRECTORS, COMMISSIONERS, EMPLOYEES, AGENTS AND THEIR SUCCESSORS) ("INDEMNITEES") HARMLESS FROM AND AGAINST ANY OF THE FOLLOWING THAT ARISE OUT OF OR RESULT FROM SUB-RECIPIENT'S NEGLIGENCE (ANY AND ALL), FAULT, ACT, FAILURE TO ACT, OMISSION, BREACH OF THIS AGREEMENT OR VIOLATION OF ANY STATE OR FEDERAL LAW AND/OR REGULATION, AS WELL AS ANY VIOLATION OF ANY MATTER MADE THE BASIS OF A TREATY AND/OR CONVENTION AND/OR AGREEMENT BETWEEN THE UNITED STATES AND ANOTHER NATION: CLAIMS; LAWSUITS; DAMAGES; LIABILITIES; PENALTIES; TAXES; FINES; INTEREST; EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, INVESTIGATION COSTS AND ALL DIRECT OR INDIRECT COSTS OR EXPENSES INCURRED IN DEFENDING AGAINST ANY CLAIM, LAWSUIT, OR OTHER PROCEEDING, INCLUDING THOSE EXPENSES INCURRED IN ANY NEGOTIATION, SETTLEMENT, OR ALTERNATIVE DISPUTE RESOLUTION); ANY AND ALL DAMAGES, HOWEVER CHARACTERIZED, SUCH AS DIRECT, GENERAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE RIGHTS PROVIDED THEREIN.

IN ANY AND ALL CLAIMS AGAINST ANY OF THE INDEMNITEES BY ANY EMPLOYEE OF THE SUB-RECIPIENT OR ANY EMPLOYEE OF ITS SUBCONTRACTOR(S), THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT WILL NOT BE LIMITED IN ANY WAY BY THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE SUB-RECIPIENT OR ANY OF ITS SUBCONTRACTOR(S) UNDER WORKER'S DISABILITY COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS.

SUB-RECIPIENT SHALL COORDINATE ITS DEFENSE AND ANY SETTLEMENT WITH THE ATTORNEY GENERAL FOR THE STATE OF TEXAS AS REQUESTED BY THE DPS/SAA. IN ANY SETTLEMENT, SUB-RECIPIENT MUST NOT MAKE ANY ADMISSION OF LIABILITY ON THE PART OF ANY OF THE INDEMNITEES.

THIS SECTION SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION, CONTRIBUTION OR RIGHT WHICH ANY OF THE INDEMNITEES HAVE BY LAW OR EQUITY.

THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Changes and Amendments

Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

Authority to Amend. During the period of this Sub-recipient agreement's performance DPS/SAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by DPS/SAA or FEMA in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. . In the event FEMA or DPS/SAA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

Initial _____ Date _____

Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas, and be governed by Texas Law.

Initial _____ Date 11/23/10

Special Conditions

2010 Operation Stonegarden (OPSG) Specific:

1) The recipient is prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (I) the appropriate Customs and Border Protection (CBP) Border Patrol (BP) Sector Headquarters (HQ); upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPETS) system to (2) the OPSG Coordinator, CBP/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD). Grant Development and Administration Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the State Administrative Agency (SAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington DC.

General:

1)

a) Provisions applicable to a sub-recipient that is a private entity.

i) You as a sub-recipient, your employees, may not:

(1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(2) Procure a commercial sex act during the period of time that the award is in effect: or

(3) Use forced labor in the performance of the award or sub-award under this award.

ii) We may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:

(1) Is determined to have violated a prohibition in paragraph 1a of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition of this award term through conduct that is either:

(a) Associated with performance under this award; or

(b) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.

b) Provisions applicable to a sub-recipient that is other than a private entity. We may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:

i) Is determined to have violated a prohibition in paragraph 1a of this award term; or

ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a1 of this award term through conduct that is either:

(1) Associated with performance under this award; or

(2) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.

c) Provisions applicable to any recipient:

i) You must inform us immediately of any information you received from any source alleging a violation of a prohibition in paragraph a1 of this award term.

ii) Our right to terminate unilaterally that is described in 1b or 2 of this section:

(1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g), and

(2) Is in addition to all other remedies for noncompliance that are available to us under this award.

Initial _____ Date 11/23/10

iii) You must include the requirements of 1a of this award term in any sub-award you make to a private entity.

d) Definitions. For purposes of this award term:

i) "Employee" means either:

(1) An individual employed by a sub-recipient who is engaged in the performance of the project or program under this award: or

(2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

iii) "Private entity" means:

(1) Any entity other than a State, local government, Indian Tribe, or foreign public entities, as those terms are defined in 2 CFR 175.25.

(2) Includes:

(a) A non-profit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2CFR 175.25(b).

(b) A for-profit organization

iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

2)

a) Classified national security information as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

b) No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information

c) Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch(ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.

d) Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS " Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 20089: EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are located at: http;//www.dhs/gov/xopnbiz/grants/index.shtm.

e) Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions.

Please fill in the appropriate information and sign.

Kenneth N. Jones, Jr.
Type Name of Authorized Official

Executive Director
Title

Lower Rio Grande Valley Development Council
Sub-recipient Organization

Signature of Authorized Official 11/23/10 Date

Initial _____ Date 11/23/10

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

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

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Initial _____ Date 11/23/10

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Please fill in the appropriate information and sign.

Kenneth N. Jones, Jr.
Type Name of Authorized Official

Executive Director
Title

Lower Rio Grande Valley Development Council
Sub-recipient Organization

Signature of Authorized Official — Date: 11/23/10

Initial _____ Date 11/23/10

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

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

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based pain in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act(40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

Initial _____ Date 1/23/10

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

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

Please fill in the appropriate information and sign.

Kenneth N. Jones, Jr.
Type Name of Authorized Official

Executive Director
Title

Lower Rio Grande Valley Development Council
Sub-recipient Organization

Signature of Authorized Official — Date: 11/23/10

Initial _____ Date 11/23/10

Exhibit C

Certifications

The undersigned, Kenneth N. Jones, Jr. (print), as the authorized official of LRGVDC certifies the following to the best of his/her knowledge and belief.

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

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

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List http://www.window.state.tx.us/prc http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/

2. Have not within a three-year period preceding this agreement 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;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and

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

5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)

E. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Sub-recipient must comply with 2 CFR Part 180 Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.

G. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

H. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 CFR Part 17.

Initial _____ Date 11/23/10

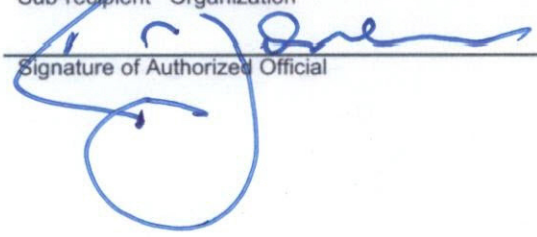
l. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Please fill in the appropriate information and sign.

Kenneth N. Jones, Jr.
Type Name of Authorized Official

Executive Director
Title

Lower Rio Grande Valley Development Council
Sub-recipient Organization



11/23/10
Signature of Authorized Official Date

Initial KJ Date 11/23/10

GRAINGER

PAGE 1 OF 1

ORIGINAL INVOICE

921 E. PECAN BLVD.
MCALLEN, TX 78501-5710
www.grainger.com

GRAINGER ACCOUNT NUMBER	827564972
INVOICE NUMBER	9689135755
INVOICE DATE	11/17/2011
DUE DATE	12/17/2011
AMOUNT DUE	21,180.92

SHIP TO
LOWER RGV DEVELOPMENT COU
1304 S 25TH AVE
EDINBURG, TX 78542-7205

PO NUMBER: 14323
CALLER: CAROLINA LEAL
CUSTOMER PHONE: (956) 682-3481
ORDER/DELIVERY#: 6180949466
INCO TERMS: FOB ORIGIN

BILL TO
MDG2010 00033228 1 MB 0390
LOWER RGV DEVELOPMENT COU
301 W RAILROAD ST
WESLACO, TX 78596-5104

THANK YOU !

FEI NUMBER 36-1150280

FOR ANY QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL 956-682-6321

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	BACK ORDERED	UNIT PRICE	TOTAL
	41951592	150-GAL FLAT BOTTOM PORTABLE WATER TANK 4812599093 MANUFACTURER # A-SPO150-RT	3		300.04	900.12
	41951593	IRONKEY FIC/EOC VERSION OF THE COORDINAT 4812599094 MANUFACTURER # CNIP IRONKEY	2		2,793.00	5,586.00 **
	41951594	DESKTOP FIC/EOC VERSION OF THE COORDINAT 4812599094 MANUFACTURER # CNIP DESKTOP	2		1,995.00	3,990.00
	41965821	ECLIPSE II, 10X20 HS SHELTER 4812615463 MANUFACTURER # H-CLF20	10		678.68	6,786.80
	41965822	SIDEWALL, 10FT FBRC CLR WHITE 4812615463 MANUFACTURER # H-10WCU	40		97.95	3,918.00

NUMBER OF PKGS: 1 WEIGHT: 0.00
DATE SHIPPED: 11/17/2011
CARRIER: UNITED PARCEL SERV FRT

INVOICE SUB TOTAL 21,180.92

These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls.

PAYMENT TERMS NET 30 DAYS. PAY THIS INVOICE NO STATEMENT SENT. PAYABLE IN U.S. DOLLARS.

AMOUNT DUE 21,180.92

▲ **PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT.** ▲

BILL TO:
LOWER RGV DEVELOPMENT COU
301 W RAILROAD ST
WESLACO, TX 78596-5104

REMIT TO:
GRAINGER
DEPT. 827564972
P.O. BOX 419267
KANSAS CITY, MO 64141-6267

827564972968913575510021180921000000010000000100000011121734

X

ACCOUNT NUMBER	DATE	INVOICE NUMBER	**AMOUNT DUE**
827564972	11/17/2011	9689135755	21,180.92

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE.

GRAINGER

ORIGINAL INVOICE

921 E. PECAN BLVD.
MCALLEN, TX 78501-5710
www.grainger.com

GRAINGER ACCOUNT NUMBER	827564972
INVOICE NUMBER	9689135748
INVOICE DATE	11/17/2011
DUE DATE	12/17/2011
AMOUNT DUE	3,801.15

SHIP TO
LOWER RGV DEVELOPMENT COU
1304 S 25TH AVE
EDINBURG, TX 78542-7205

PO NUMBER:	14323
DEPARTMENT:	GRANT CODE 206911
PROJECT/JOB:	HIDALGO PUBLICHEALTH
CALLER:	VICTOR MORALES
CUSTOMER PHONE:	(956) 682-3481
ORDER/DELIVERY#:	6180948205
INCO TERMS:	FOB ORIGIN

BILL TO
MDG2010 00033228 1 MB 0390
LOWER RGV DEVELOPMENT COU
301 W RAILROAD ST
WESLACO, TX 78596-5104

THANK YOU !

FEI NUMBER 36-1150280

FOR ANY QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL 956-682-6321

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	BACK ORDERED	UNIT PRICE	TOTAL
	3WB97	PRESSURE WASHER MANUFACTURER # GC-2003-0MHB	3		412.78	1,238.34
	4T889	EXTINGUISHER,10 LB MANUFACTURER # PRO10TCM	9		42.28	380.52
	1DYZ6	PAPER SHREDDER,CROSS-CUT,18 TO 21 SHEETS MANUFACTURER # X18	6		188.56	1,131.36
	6XND8	FIRST AID KIT,PEOPLE SERVED 50,ANSI MANUFACTURER # 242-AN	9		80.16	721.44
	1YMN2	JUMP STARTER,BOOSTER/AIR COMPRESSOR MANUFACTURER # 1YMN2	3		109.83	329.49

For LRGVDC Finance Dept.
Approved Homeland Security
11/21/11
Date

NUMBER OF PKGS: 6 WEIGHT: 780.30
DATE SHIPPED: 11/17/2011
CARRIER: UNITED PARCEL SERV FRT

INVOICE SUB TOTAL 3,801.15

These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls.

PAYMENT TERMS NET 30 DAYS. PAY THIS INVOICE NO STATEMENT SENT. PAYABLE IN U.S. DOLLARS

AMOUNT DUE 3,801.15

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT.

BILL TO:
LOWER RGV DEVELOPMENT COU
301 W RAILROAD ST
WESLACO, TX 78596-5104

REMIT TO:
GRAINGER
DEPT. 827564972
P.O. BOX 419267
KANSAS CITY, MO 64141-6267

827564972968913574810003801151000000010000000100000011121711

X

ACCOUNT NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
827564972	11/17/2011	9689135748	3,801.15

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE.

SDG Systems, LLC

330 Perry Highway
Suite 200
Harmony, PA 16037

Invoice

Date	Invoice #
11/3/2011	4945

Bill To	Ship To
Lower Rio Grande Valley Dev. Council Attn: Carolina 301 W. Railroad St. Weslaco, TX 78596	LRGVDC 301 W. Railroad St. Weslaco, TX 78596

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
14380	Net 30		11/3/2011	UPS		

Quantity	Item Code	Description	Price Each	Amount
2	RICOH-174393	Ricoh G700SE Camera with battery and charger (List $949) WN03103025 WN03101707	849.00	1,698.00T
2	RICOH-174533	Ricoh GP-1-GPS with Compass for G700SE Camera WP13102456 WP13102458	479.00	958.00T
2	SDSDQ-2048-A1...	San Disk 2GB Micro SD card	19.00	38.00T
2	DOL-WB-3590	Dolica WB-3590 medium camera case	25.00	50.00T
2	Wind-CA300	Ricoh G700SE Desktop DB-65 Battery Charger, includes 12 volt cigarette lighter adapter	20.00	40.00T
	Shipping Charge	Free Ground Shipping 1Z47Y30A0393495035	0.00	0.00

For LRGVDC Finance Dept.
Approved Homeland Security
Date

PAID

10/15/11

Upgrade due to discontinued 500SE series

Subtotal	$2,784.00
Sales Tax (0.0%)	$0.00
Total	$2,784.00
Balance Due	$2,784.00

Phone #	E-mail
1-724-452-9366	renee@sdgsystems.com

Texas Division of Emergency Management

State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: Hidalgo County
Name of Organization (Homeland Security Grant Sub-Recipient)

1615 S. Closner Edinburg, Texas 78539
Street/Mailing Address, City, County, Zip

Honorable Ramon Garcia, Hidalgo County Judge
Printed Name and Title

Signature Date

Transferred To: Cameron County
Name of Organization (Homeland Security Grant Sub-Recipient)

1390 W. Expressway 83, San Benito Texas 78586
Street/Mailing Address, City, County, Zip

Honorable Carlos Cascos, Cameron County Judge150150
Printed Name and Title

Sign Here →

Signature Date

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FY2010 Metropolitan Medical Response System
(name and year of grant)
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Property being transferred

Item description:	(1 QTY)150 Gal Flat Bottom Portable Water Tank,
Item Control Number:	HC 55319
Serial Number/VIN:	N/A
Model Number:	41951592
Acquisition Date:	November 17,2011
Unit Cost:	$300.04

This form is provided for the benefit of grant administration. GDEM/SAA cannot advise sub-recipients about the legality of any specific property transfers. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

Texas Division of Emergency Management

State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

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Printed Name and Title

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Property being transferred

Item description:	(1 QTY)Ironkey FIC/EOC Version / NIMS Incident Planner
Item Control Number:	HC 55323
Serial Number/VIN:	00781660
Model Number:	SKU2-5200-504
Acquisition Date:	November 17,2011
Unit Cost:	$2,793.00

This form is provided for the benefit of grant administration. GDEM/SAA cannot advise sub-recipients about the legality of any specific property transfers. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

Texas Division of Emergency Management

State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

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Property being transferred

Item description:	(1 QTY)Desktop FIC/EOC Version / NIMS Incident Planner
Item Control Number:	HC 55324
Serial Number/VIN:	N/A
Model Number:	N/A
Acquisition Date:	November 17,2011
Unit Cost:	$1,995.00

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Texas Division of Emergency Management

State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

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Property being transferred

Item description:	(1 QTY)Cold Water Pressure Washer 5.0 HP
Item Control Number:	HC 55326
Serial Number/VIN:	10608964
Model Number:	GC-2003-OMHB
Acquisition Date:	November 17,2011
Unit Cost:	$412.78

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Texas Division of Emergency Management

State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

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Printed Name and Title

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Property being transferred

Item description:	(4 QTY)Tents (20x10)Eclipse II, HS Shelter
Item Control Number:	HC 55329, HC 55330, HC 55331, HC 55332
Serial Number/VIN:	N/A
Model Number:	Manufacturer # H-CLF 20
Acquisition Date:	November 17,2011
Unit Cost:	$678.68

This form is provided for the benefit of grant administration. GDEM/SAA cannot advise sub-recipients about the legality of any specific property transfers. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

Texas Division of Emergency Management

State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

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Property being transferred

Item description:	(16 QTY)10" Polyester Zippered Sidewall for Tents
Item Control Number:	N/A
Serial Number/VIN:	N/A
Model Number:	Manufacturer # H-10WCU
Acquisition Date:	November 17,2011
Unit Cost:	$97.95

This form is provided for the benefit of grant administration. GDEM/SAA cannot advise sub-recipients about the legality of any specific property transfers. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

Texas Division of Emergency Management

State Administrative Agency
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Property Transfer Record Agreement

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Property being transferred

Item description:	(1 QTY) Ricoh G700 SE Camera / San Disk 2 GB Micro SD Card
Item Control Number:	HC 55339
Serial Number/VIN:	WN03101707
Model Number:	G700SE
Acquisition Date:	November 3,2011
Unit Cost:	$913.00

This form is provided for the benefit of grant administration. GDEM/SAA cannot advise sub-recipients about the legality of any specific property transfers. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

Texas Division of Emergency Management

State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: Hidalgo County
Name of Organization (Homeland Security Grant Sub-Recipient)

1615 S. Closner Edinburg, Texas 78539
Street/Mailing Address, City, County, Zip

Honorable Ramon Garcia, Hidalgo County Judge
Printed Name and Title

Signature Date

Transferred To: Cameron County
Name of Organization (Homeland Security Grant Sub-Recipient)

1390 W. Expressway 83, San Benito Texas 78586
Street/Mailing Address, City, County, Zip

Honorable Carlos Cascos, Cameron County Judge
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Property being transferred

Item description:	(1 QTY) Ricoh GP-1-GPS
Item Control Number:	HC 55484
Serial Number/VIN:	WP13102456
Model Number:	GP-1-GPS
Acquisition Date:	November 3,2011
Unit Cost:	$479.00

This form is provided for the benefit of grant administration. GDEM/SAA cannot advise sub-recipients about the legality of any specific property transfers. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

Texas Division of Emergency Management

State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

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Name of Organization (Homeland Security Grant Sub-Recipient)

1615 S. Closner Edinburg, Texas 78539
Street/Mailing Address, City, County, Zip

Honorable Ramon Garcia, Hidalgo County Judge
Printed Name and Title

Signature Date

Transferred To: Cameron County
Name of Organization (Homeland Security Grant Sub-Recipient)

1390 W. Expressway 83, San Benito Texas 78586
Street/Mailing Address, City, County, Zip

Honorable Carlos Cascos, Cameron County Judge
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Property being transferred

Item description:	(3 QTY) Fire Extinguisher
Item Control Number:	N/A
Serial Number/VIN:	N/A
Model Number:	Manufacturer # PRO10TCM
Acquisition Date:	November 11,2011
Unit Cost:	$42.28

This form is provided for the benefit of grant administration. GDEM/SAA cannot advise sub-recipients about the legality of any specific property transfers. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

Texas Division of Emergency Management

State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

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Name of Organization (Homeland Security Grant Sub-Recipient)

1615 S. Closner Edinburg, Texas 78539
Street/Mailing Address, City, County, Zip

Honorable Ramon Garcia, Hidalgo County Judge
Printed Name and Title

Signature Date

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1390 W. Expressway 83, San Benito Texas 78586
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Property being transferred

Item description:	(2 QTY) Cross Cut Shredder
Item Control Number:	N/A
Serial Number/VIN:	N/A
Model Number:	Manufacturer # x18,
Acquisition Date:	November 11,2011
Unit Cost:	$188.56

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Property being transferred

Item description:	(3 QTY)First Aid Kit 50 pers,
Item Control Number:	N/A
Serial Number/VIN:	N/A
Model Number:	Manufacturer # 242-AN
Acquisition Date:	November 11,2011
Unit Cost:	$80.16

This form is provided for the benefit of grant administration. GDEM/SAA cannot advise sub-recipients about the legality of any specific property transfers. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

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FY2010 Metropolitan Medical Response System
(name and year of grant)
funds awarded to the above named Homeland Security Grant Sub-Recipient(Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being transferred

Item description:	(1 QTY)Booster Battery Charger,
Item Control Number:	N/A
Serial Number/VIN:	N/A
Model Number:	Manufacturer # 1YMN2A
Acquisition Date:	November 11,2011
Unit Cost:	$109.83

This form is provided for the benefit of grant administration. GDEM/SAA cannot advise sub-recipients about the legality of any specific property transfers. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

AI-31535 **10. D.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Eddie Olivarez

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Bioterrorism Division (1293):
1. Requesting authorization to accept the attached Public Health Emergency Preparedness grant contract amendment #2011-038671-001A. The amendment amount is $172,667.00 with a 10% match of $17,267.00. The purpose of this Amendment is to add carry forward funds to the contract, revise due dates for affected reports and extend due date for equipment purchases. This Amendment is effective 03/27/2012. Grand period will end on 07/31/2012.

2. Requesting approval of the Certification of Revenue as certified by County Auditor.

3. Requesting approval of the attached Budget Appropriation.

4. Approval to create one (1) full-time Public Health Specialist position, slot no. 0015, grade 09.

5. Approval of the revised salary schedule.

BACKGROUND

Authorization to apply for this funding was approved by CC on 02/21/12 through AI-30946.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1293-441-10-340-013-2-XXX

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

BUDGETARY IMPACT:

This grant contract requires a ten percent (10%) cash match in funding ($17,267.00); Hidalgo County Health & Human Services Dept. will meet the local match with the salaries and related fringes, paid from general fund monies, from select HCHHSD employees that will work a percentage of time in this grant's scope of work.

Revenue Acct #2-1293-331-12-340-013-2-000 "CPH BIO PREP REVENUES"

Attachments

Grant Contract Amendment
PAR
Job Description
Fiscal Note
Revised salary schedule
Appropriation

Cert of Rev

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/20/2012 07:00 AM
Manuel Chapa	Manuel Chapa	03/21/2012 01:08 PM
Sylvia Solis	Sylvia Solis	03/21/2012 03:20 PM
Mike Escaname (Originator)	Mike Escaname	03/21/2012 03:26 PM
Sylvia Solis	Sylvia Solis	03/23/2012 07:58 AM
Auditor's Office	Arcilia Duran	03/23/2012 09:10 AM
Purchasing Department	Marty Salazar	03/23/2012 09:21 AM

Form Started By: Mike Escaname Started On: 03/19/2012 03:38 PM

Final Approval Date: 03/23/2012

Mike Escaname

From: eddie.olivarez <eddie.olivarez@hchd.org>
Sent: Monday, March 19, 2012 4:35 PM
To: mike.escaname@hchd.org
Subject: Fw: 2012 PPCPS HAZARDS - DSHS CONTRACT AMENDMENT NO. 2011-038671-001A
Attachments: PPCPS HAZARDS HIDALGO SIGN PAGES 001A.pdf; PPCPS HAZARDS HIDALGO BUDGET 001A.pdf; PPCPS HAZARDS HIDALGO EQUIP 001A.pdf; PPCPS HAZARDS HIDALGO EXH A 001A.pdf

Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health & Human Services
1304 South 25th Ave.
Edinburg, Texas 78542

956-383-8858 Office
eddie.olivarez@hchd.org
Twitter.com/hidalgohealth

-----Original Message-----
From: <Charlotte.Jackson@dshs.state.tx.us>
Sent 3/19/2012 4:16:00 PM
To: Eddie.Olivarez@hchd.org, Evangelina.Rubio@hchd.org, nancy.trevino@hchd.org
Cc: Lucia.Lundry@dshs.state.tx.us
Subject: FW: 2012 PPCPS HAZARDS - DSHS CONTRACT AMENDMENT NO. 2011-038671-001A

Hello Contractor,

Attached are files containing your Department of State Health Services (DSHS) contract AMENDMENT. Please print two copies of each, in the order they appear in this email, sign and return both copies to this unit as soon as possible. Your contract will be signed by DSHS and returned to your agency.

Changes made to any portion of the contract document (s) are considered a counter-offer and are not valid without DSHS written concurrence.

DSHS will not pay for reimbursements submitted/postmarked more than 60 days after the end of the contract term. Additional information regarding this policy is available on the DSHS website at http://www.dshs.state.tx.us.

NOTE: Return both copies of the contract in their entirety to one of the two addresses below. Contracts returned to any other address may result in contract delays.

Physical Address for Overnight Mail	**Mailing Address for Regular Mail**
Client Services Contracting Unit MC 1886 Department of State Health Services	Client Services Contracting Unit MC 1886 Department of State Health Services

1100 W.49th Street Austin, TX 78756	PO Box 149347 Austin, TX 78714- 9347

Please reference the DSHS contract and attachment number in all future correspondence. If you have questions, contact Charlotte Jackson at 512.776.6418 or via email at charlotte.jackson@dshs.state.tx.us.

Thank you.

Charlotte Jackson, CTPM, Contract Coordinator
Department of State Health Services
Client Services Contracting Unit, Tower Bldg. - Rm 502
1100 West 49th Street
Austin, TX 78756
US Mail: PO Box 149347, Austin TX 78714-9347

512-776-6418
512-776-7470
Fax: 512-776-7351
charlotte.jackson@dshs.state.tx.us

Click here for Contracting Resources: http://online.dshs.state.tx.us/finance/cscu.htm

DEPARTMENT OF STATE HEALTH SERVICES

Amendment
To

The Department of State Health Services (DSHS) and HIDALGO COUNTY HEALTH DEPARTMENT (Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to Contract # 2011-038671 (Contract) in accordance with this Amendment No. 001A : Public Health Emergency Preparedness (PHEP) , effective 03/01/2012 .

The purpose of this Amendment is to add carry forward funds to the contract, revise due dates for affected reports, and to extend due date for equipment purchases.

Therefore, DSHS and Contractor agree as follows:

PROGRAM ATTACHMENT NO. ~~001~~ 001A

SECTION I. STATEMENT OF WORK, is revised as follows:

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, **as shown in SECTION VI. BUDGET,** Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

SECTION II. PERFORMANCE MEASURES, is revised as follows:

D. ~~**Submit H1N1 After-Action Report Improvement Plan Status Reports.**~~ **Contractor shall submit H1N1 AAR Improvement Plan Status Reports to DSHS by November 30, 2011 in a format to be determined by DSHS.**

SECTION II. PERFORMANCE MEASURES, B. Demonstrated adherence to PHEP reporting deadlines, is revised as follows:

1. **Submit** PHEP mid-year progress report, ~~**due to DSHS**~~ **on a template provided by DSHS and shall be submitted** to DSHS ~~**on or before January 27, 2012, including**~~ **within established timeframe designated by DSHS so as to complete consolidation of the statewide report to CDC. Activities to report shall include** a status update on work plan activities, Pandemic and All-Hazards Preparedness Act (PAHPA) benchmarks, performance measurement and demonstration plan activities, a five-year timeline for addressing the public health preparedness capabilities, and risk-based funding activities (if applicable).

2. **Submit** End-of-year progress report, ~~**due to DSHS**~~ **on a template provided by DSHS and shall be submitted** to DSHS ~~**on or before August 15, 2012, including**~~ **within established timeframe designated by DSHS so as to complete consolidation of statewide report to CDC. Activities to report shall include** an update on work plan activities, risk-based funding activities (if applicable), a budget expenditure report, performance measurement, and

demonstration plan activities.

SECTION II. PERFORMANCE MEASURES, D. Submit H1N1 After-Action Report Improvement Plan Status Reports, is revised as follows:

1. ~~**Contractors**~~ **Contractor** shall submit H1N1 AAR Improvement Plan Status Reports to DSHS by ~~**October 31,**~~ **November 30,** 2011 in a format to be determined by DSHS. Submission of the H1N1 After-action Report (AAR) Improvement Plan Status Report for 2011 is intended to provide summary status updates of the key improvement plan items from H1N1 AAR and Improvement Plans following the 2009-2010 H1N1 influenza pandemic response. Submission of these reports fulfills the pandemic influenza plan submission requirement.

SECTION VII. BUDGET, is revised as per attached Categorical Budget and Equipment List, if applicable.

SECTION VIII. SPECIAL PROVISIONS, is revised to include:

General Provisions, General Business Operations of Contractor Article, Equipment Purchases, is revised as follows:

Contractor is required to initiate the purchase of equipment approved under the March 2012 amendment no later than April 30, 2012 as documented by issue of a purchase order or written order confirmation from the vendor on or before April 30, 2012. In addition, all equipment must be received no later than 60 calendar days following the end of the Program Attachment term.

EXHIBIT A, is revised as per attached Exhibit A.

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

Department of State Health Services

_____
Signature of Authorized Official

Date: _____

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

Contractor

_____
Signature of Authorized Official

Date: _____

Name: _____

Title: _____

Address: _____

_____

Phone: _____

Email: _____

DEPARTMENT OF STATE HEALTH SERVICES

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

CATEGORICAL BUDGET CHANGE REQUEST

DSHS PROGRAM: Public Health Emergency Preparedness (PHEP)
CONTRATOR: HIDALGO COUNTY HEALTH DEPARTMENT
CONTRACT NO: 2011-038671
CONTRACT TERM: 08/01/2011 THRU: 07/31/2012
BUDGET PERIOD: 08/01/2011 THRU: 07/31/2012 CHG: 001A

DIRECT COST (OBJECT CLASS CATEGORIES)			
	Current Approved Budget (A)	Revised Budget (B)	Change Requested
Personnel	$425,885.00	$453,474.00	$27,589.00
Fringe Benefits	$112,227.00	$120,604.00	$8,377.00
Travel	$5,051.00	$20,917.00	$15,866.00
Equipment	$0.00	$3,886.00	$3,886.00
Supplies	$1,634.00	$3,377.00	$1,743.00
Contractual	$0.00	$126,312.00	$126,312.00
Other	$15,531.00	$21,692.00	$6,161.00
Total Direct Charges	$560,328.00	$750,262.00	$189,934.00
INDIRECT COST			
Base ($)	$0.00	$0.00	$0.00
Rate (%)	0.00%	0.00%	0.00%
Indirect Total	$0.00	$0.00	$0.00
PROGRAM INCOME			
Program Income	$0.00	$0.00	$0.00
Other Match	$50,939.00	$68,206.00	$17,267.00
Income Total	$50,939.00	$68,206.00	$-17,267.00
LIMITS/RESTRICTIONS			
Advance Limit	$0.00	$0.00	$0.00
Restricted Budget	$0.00	$0.00	$0.00
SUMMARY			
Cost Total	$560,328.00	$750,262.00	$189,934.00
Performing Agency Share	$50,939.00	$68,206.00	$17,267.00
Receiving Agency Share	$509,389.00	$682,056.00	$172,667.00
Total Reimbursements Limit	$509,389.00	$682,056.00	$172,667.00
JUSTIFICATION			
To add carry-forward funding to the contractors HAZARDS contract.			

Financial status reports are due: 11/30/2011, 03/01/2012, 05/30/2012, 10/01/2012

DEPARTMENT OF STATE HEALTH SERVICES

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

EQUIPMENT LIST CHANGE REQUEST

DSHS PROGRAM: Public Health Emergency Preparedness (PHEP)
CONTRACTOR: Hidalgo County Health Department
CONTRACT TERM: 08/01/2011 THRU: 07/31/2012
BUDGET PERIOD: 08/01/2011 THRU: 07/31/2012
CONTRACT NO: 2011-038671 CHG: 001A

PREVIOUS EQUIPMENT LIST

Item #	Equipment Description	Units	Unit Cost	Total
			$	$
			$	$
			$	$

NEW EQUIPMENT LIST

Item #	Equipment Description	Units	Unit Cost	Total
1	TCPN TECHNOLOGY SOLUTIONS-- AXISP5522-EPTZ Dome Network CAMERA - Mfg.#AXI-0422-004	2	$1,943.00	$3,886.00
			$	$
			$	$
			$	$

DSHS DOC. NO. 2011-038671-001A

EXHIBIT A

Public Health Emergency Preparedness Work Plan
For
Local Health Departments
PPCPS/HAZARDS

Budget Period 11

(August 2011 through July 2012)

Introduction

DSHS developed this work plan in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP11-1101) from the Centers for Disease Control and Prevention (CDC). CDC's new five-year Public Health Emergency Preparedness (PHEP) Cooperative Agreement seeks to advance public health preparedness as noted in Section I. Statement of Work of the Program Attachment.

DSHS also developed this work plan in the spirit of flexibility and continuous quality improvement providing local health departments the ability to accomplish the intent of the PHEP Cooperative Agreement with as much latitude as possible while adhering to the guidance of the funding opportunity announcement.

The work plan consists of the following sections that describe the activities and deliverables for PHEP 2011 to 2012, Budget Period 11 (August 1, 2011 to July 31, 2012):

I. Public Health Preparedness Capabilities
II. Annual Requirements
III. CDC-Defined Performance Measures
IV. Evidence-based Benchmarks and Objective Standards and Pandemic Influenza Plans (PAHPA Benchmarks)

I. Public Health Preparedness Capabilities

Public health departments continue to face multiple challenges, including an ever-evolving list of public health threats. The Centers for Disease Control and Prevention (CDC) developed fifteen (15) capabilities to assist health departments with assessing preparedness capacity as well as developing strategic plans. The CDC's *Public Health Preparedness Capabilities: National Standards for State and Local Planning* is a published document found at the following link:
http://www.cdc.gov/phpr/capabilities/Capabilities_March_2011.pdf

The activities associated with this work plan link directly to the standardized capabilities briefly outlined in Section I. Statement of Work of the Program Attachment and found in full detail in the PDF document referenced above.

CDC developed a Public Health Capabilities Planning Model that describes a high-level planning process public health departments may wish to follow. The planning model consists of a three phase process to assist public health departments in using the public health preparedness capabilities to determine preparedness priorities, plan appropriate preparedness activities, and demonstrate and evaluate achievement of capabilities.

To develop a complete assessment of Texas state preparedness, the Texas Department of State Health Services (DSHS) with consultation from the CDC has determined the benefit of local health departments using the CDC Public Health Preparedness Capabilities

Planning Model for conducting assessments of capacities related to the fifteen (15) public health capabilities.

Appendix 3 of Exhibit A is a set of instructions on how to complete the capability assessment worksheets to assist Contractors in assessing preparedness capacity of the fifteen (15) capabilities. The worksheets and instructions provide Contractors with a tool to organize planning activities, determine priorities, and select which capabilities health departments have the resources to build or sustain. The worksheets will be provided to Contractor by DSHS at a later date.

This assessment includes a three (3) phase process for year one of the new project period. Contractors may conduct Phases I and II concurrently.

Phase 1: Perform a Capabilities Assessment

The CDC public health preparedness capabilities evaluation process provides a tool for Contractors to:

A) Assess their current preparedness state, including organizational roles and responsibilities.

B) Determine the extent to which the priority and recommended resource elements for each capability function exist in the jurisdiction. Contractors are encouraged to first self-assess their ability to address the priority resource elements of each capability followed by their ability to demonstrate the functions and tasks within each capability.

Note: Contractors are not expected to "own" each resource element. Contractors are encouraged to partner with both internal and external jurisdictional partners to have or have access to resources as needed (e.g. DSHS Regions or DSHS Central Office).

C) Determine performance of each capability and function and whether or not it meets the jurisdiction's needs.

Due Date: ~~**Due to DSHS by January 31, 2012.**~~ **Contractor shall complete and report to DSHS Phase 1 activities within established timeframe designated by DSHS.**

Phase 2: Perform a Jurisdictional Risk Assessment

Phase two of the Public Health Preparedness Capability Model consists of a jurisdictional risk assessment performed by the Contractor to determine vulnerabilities and hazards unique to each jurisdiction. Contractors may use the Hazard Risk Assessment Instrument from the University of California, Los Angeles UCLA Center for Public Health and Disasters (http://www.cphd.ucla.edu/npdfs/HRAI_Workbook.pdf) to conduct this assessment. The UCLA tool is recommended by CDC because the tool includes an assessment of the impact to public health and medical needs of communities/jurisdictions. The jurisdictional risk assessment is a tool for Contractors to:

A) Determine goals by identifying needs and gaps using jurisdictional inputs such as hazards and vulnerability analyses, emergency management plans, after-action reports/improvement plans, and previous performance measurement results.

B) Prioritize capabilities and functions and develop plans. The capability definitions are broad. No Contractor is expected to be able to address all issues, gaps, and needs across all capabilities in the immediate short term.

C) Review jurisdictional inputs, analyze priorities, and determine both short-term (one year) and long-term goals (two years to five years).

Due Date: ~~**Due to DSHS by January 31, 2012.**~~ **Contractor shall complete and report to DSHS Phase 2 activities within established timeframe designated by DSHS.**

Phase 3: Develop or Revise Plans

The final phase of the Public Health Capabilities Planning Model is plan development.

A) Contractors will revise existing plans or develop additional plans by engaging in concrete initiative planning, particularly for the short-term goals.

B) For each capability and function, Contractors generally will either build, sustain, or, perhaps, scale back the capability and/or function, depending on the needs, gaps, priorities, and goals that have been identified.

C) For "build" and "sustain" scenarios, Contractors are encouraged to pursue partnerships, through memoranda of understanding with other agencies, partners, and jurisdictions.

D) For "scale back" scenarios, Contractors should identify the challenges and barriers causing them to scale back their efforts.

E) Develop plans for demonstrating and evaluating the capabilities and functions, especially those that have been newly developed. Demonstrations of capabilities can be through many different means such as exercises, planned events, and real incidents. Contractors are strongly encouraged to use routine public health activities to demonstrate and evaluate their capabilities. Documentation of the exercise, event, or incident, and the use of quality improvement-focused After Action Reports/Improvement Plans is a vital part of this process.

F) For those capabilities and functions where CDC-defined performance measures have been developed, Contractors will collect data for those measures.

Due Date: Contractor ~~**will**~~ **shall** provide demonstrations of methods for evaluating capabilities and functions as described above to DSHS **on a template provided by DSHS and shall be submitted to DSHS within established timeframe designated by**

DSHS so as to complete consolidation of the statewide report to CDC. ~~by August 15, 2012 in a format provided by DSHS.~~

Additional Resources:
In addition to the CDC Public Health Preparedness Capabilities Planning Model, the DSHS Community Preparedness Section developed additional resources to assist Contractors with adopting the capability model and developing preparedness plans which will be provided to Contractor either electronically or hard copy within 60 days of the beginning of the contract term:

- Texas Public Health and Medical Emergency Management 5-Year Strategic Plan 2012 to 2016: a guide for planning throughout the five year project period.

- Tactical Guide: a companion document to the Texas Public Health and Medical Emergency Management 5-Year Strategic Plan 2012-2016 outlining specific tactics, activities, and tasks for implementing the goals outlined in the strategic plan associated with each of the fifteen (15) capabilities.

- Strategic Planning Document from CDC: http://www.cdc.gov/phpr/capabilities/usingthisdocument.pdf

Year One Priority Goals: DSHS consulted with public health and community leaders responsible for public health and emergency preparedness activities to select the three capabilities for Texas to address in the first year of the new project period. These capabilities include: 1) Public Health Surveillance and Epidemiological Investigation, 2) Community Preparedness and 3) Community Recovery. DSHS acknowledges that local and regional jurisdictional needs and preferences may lead to the selection of other capabilities. DSHS also acknowledges the existence of cross-over functions, tasks, and resources between and among the capabilities.

If a Contractor chooses capabilities different than those listed above, the Contractor must provide justification for this decision based on the capability and jurisdictional risk assessments to DSHS as notification of completion of the capabilities assessment and jurisdictional risk assessment.

II. Annual Requirements

Contractors are required to submit plans, status reports, and program and financial data, including progress in achieving evidence-based benchmarks and objective standards and the outcomes of annual preparedness exercises including strengths, weaknesses and associated corrective actions. Reports must describe the preparedness activities that were conducted with PHEP funds, the purposes for which PHEP funds were spent and the recipients of the funds; describe the extent to which the Contractor has met stated goals and objectives; and describe the extent to which funds were expended consistent with the contractor's funding application. DSHS will provide a template for planning and

reporting to assist Contractors.

Following is a summary of the PHEP annual planning/reporting program requirements for 2011-2012:

A) Submit status reports on how the Contractor will address the following elements:

1) Administrative Preparedness Strategies (Capability 1. Community Preparedness): Describe administrative processes and approaches to receive and use emergency funds to respond to emergency situations in a timely manner and actions to overcome challenges and barriers. Capability 1: Community Preparedness.

2) Volunteer Recruitment and Management (Capability 15, Volunteer Management): Document efforts for volunteer recruitment and management such as development of a Medical Reserve Corps or community equivalent and use of the Texas Disaster Volunteer Registry. Contractors will provide volunteer recruitment data to DSHS and indicate whether this number is increasing, declining or remaining level.

3) Stakeholder Engagement (Capability 1, Community Preparedness and Capability 2, Community Recovery): Identify the appropriate jurisdictional partner to address the emergency preparedness, response, and recovery needs of the elderly regarding public health, medical and mental health behavioral needs including planned improvements and accomplishments to meet these needs.

4) Public Comment Solicitation on Emergency Preparedness Plans (Capability 1, Community Preparedness): Describe processes for solicitation of public comment on emergency preparedness plans and their implementation such as the establishment of an advisory committee or similar mechanism to ensure ongoing public comment. Include a description for performance measures for public comment solicitation.

5) National Incident Management System (NIMS) (Capability 3, Emergency Operations Centers): Meet NIMS compliance requirements.

6) Public Health and Medical Needs of At-risk Individuals (Capability 1, Community Preparedness; Capability 2, Community Recovery; Capability 4, Emergency Public Information and Warning; Capability 7, Mass Care; Capability 10, Medical Surge; and Capability 13, Public Health Surveillance and Epidemiological Investigation): Describe plans to address the public health and medical needs of at-risk individuals in the event of a public health emergency.

7) Hospital Preparedness Program Coordination (Capability 10m Medical

Surge): Provide current status of coordination with the local Hospital Preparedness Program representatives to inform and educate hospital staff on their roles in public health emergency preparedness and response and describe improvement.

8) Pandemic Influenza Plan Updates: Submit Pandemic Influenza Plan Updates annually to DSHS per the Evidence-based Benchmarks and Objective Standards and Pandemic Influenza Plans Section 319C of the Public Health Service (PHS) Act as amended by the Pandemic and All-Hazards Preparedness Act (PAHPA) of 2006 requiring that CDC's PHEP cooperative agreement meet evidence-based benchmarks and objective standards.

B) Contractors will have in place fiscal and programmatic systems to document accountability and improvement.

C) Contractors will conduct at least one (1) preparedness exercise annually according to the Contractor's exercise plan and developed in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards. Submit to DSHS within 60 days of the exercise a final After Action Review/Improvement Plan.

D) Contactors will provide DSHS with situational awareness data generated through interoperable networks of electronic data systems. (Capability 6, Information Sharing)

III. CDC-Defined Performance Measures

DSHS with consultation from the CDC has determined the benefit of Contractors reporting on these capability-based performance measures. While Contractors will not have to report on all performance measures every year, Contractors will be required to collect and report select performance measure data annually on the following public health preparedness capabilities:

A) Community Preparedness
B) Emergency Operations Coordination
C) Medical Countermeasures Dispensing
D) Medical Material Management and Distribution
E) Public Health Surveillance and Epidemiological Investigation

Performance measures, associated parameters, and data requirements for these capabilities are under development by CDC and will be provided to Contractors at a later date.

Contractors may be required to collect and report performance measure data for other public health preparedness capabilities. The list and requirements for reporting annual and other performance measures may change as performance measures are developed and

refined. Further detail on performance measures and reporting requirements for 2011-2012 will be provided to DSHS by the CDC in the future, and DSHS will share this information with Contractors.

III. Evidence-based Benchmarks and Objective Standards and Pandemic Influenza Plans (PAHPA Benchmarks)

DSHS and CDC expect all Contractors to achieve, maintain, and report benchmarks throughout the five-year project period. CDC and DSHS reserve the right to modify benchmarks annually as needed and in accordance with CDC goals, objectives, and directives. Contractors shall maintain all documentation that substantiates achievement of benchmarks and make those documents available to DSHS staff as requested during site visits or through other requests.

DSHS has identified the following CDC benchmarks for year one. Contractors that fail to "substantially meet" the benchmarks are subject to withholding of funds with penalties to be applied the following fiscal year. Contractors that demonstrate achievement of these requirements are not subject to withholding of funds.

Contractors will meet all performance measures noted in Section II: Statement of Work Performance Measures of the Program Attachment.

Supplemental information for the benchmarks referenced in the Statement of Work follows:

Staff Assembly:
Contractors are strongly encouraged to report data from multiple exercises and/or real incidents; however, Contractors are required at a minimum to report data on the quickest staff assembly demonstration that occurs during the first six months of year one. The demonstration must occur during one of the following:

1) Drill
2) Functional exercise
3) Full-scale exercise
4) Real incident (preferable, if possible)

Receiving, Staging, Storing, Distributing, and Dispensing Medical Countermeasures:
Non-Cities Readiness Initiative (CRI) Contractors must meet a minimum overall Medical Countermeasure Distribution and Dispensing (MCMDD) composite score of 43 for budget period year one. The overall composite score will be derived from:

1) Contractors will conduct a minimum of three (3) different drills (not the same drill performed three times) conducted within each planning/local jurisdiction during year one. The range in scope of available drills provides Contractors with flexibility in meeting the annual drill requirements. The three (3) required drills may be chosen from any of the eight (8) available drills as indicated on the

Division of Strategic National Stockpile (DSNS) Extranet website. Drill data and/or Homeland Security Exercise and Evaluation Program (HSEEP) After Action Reports/Improvement Plans for drills (as indicated) must be submitted to DSHS by a date to be determined by DSHS.

2) Contractors must conduct one (1) full-scale exercise performed during any one of the five budget periods of the new PHEP cooperative agreement that tests and validates medical supplies distribution and dispensing plans and submit results and documentation to DSNS. Results and documentation of medical countermeasure distribution and dispensing full-scale exercise(s) must be developed in accordance with HSEEP standards and can be performed during any one of the five budget periods of the new PHEP project period. Each Contractor will be required to participate in one (1) exercise that demonstrates capabilities for medical countermeasure dispensing operations. Contractors are encouraged to work with other emergency response agencies or hospital preparedness programs to develop or leverage existing activities to meet the medical countermeasure distribution and dispensing exercise objectives. Details on the scope and format for reporting these exercise requirements will be provided by DSHS through subsequent guidance at a later date.

3) Contractors will demonstrate compliance with established medical countermeasure distribution and dispensing standards. Target measures and required data submission will be detailed in supplemental guidance at a later date.

Appendix 1

Definitions

All Hazards Response Planning refers to the systems used to respond and recover from Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) events, as well as natural disasters. In the case of the CDC Cooperative Agreement, standard operating procedures (SOP) or guidelines (SOG) (formally referred to as "all-hazards plans") developed by local heath departments (LHD) and DSHS health service regions (HSR) to respond to all public health emergencies.

First Responders are personnel who would be critical in the first phase of response efforts.

The **Implementation** process includes all steps necessary to complete the tasks; installation, training, and technical assistance**.**

The tracking of **Long-Term health consequences** identifies trends in physical or mental health resulting from the exposure to Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) elements during an all-hazards event. The length of tracking would be dependent upon the type of event.

Public health is the effort to protect, promote, maintain and restore a population's health.

A **Public Health Emergency** is an immediate threat from a naturally occurring or intentional event 1) that poses a high risk of fatalities or serious long-term disability to large numbers of people, and/or 2) where there is substantial risk of public exposure because of a high level of contagion and the particular means of transmission of the infectious agent.

The **Public Health Information Network (PHIN)** is an interoperable information system for public health. The PHIN is a national initiative to implement a multi-organizational business and technical architecture for public health information systems which includes web-based and radio based communications with multiple levels of redundancy.

Public Health Preparedness is the capacity of public health jurisdictions to respond to a public health emergency. The CDC Cooperative Agreement enables public health jurisdictions to upgrade their preparedness and response capacity.

Public Health First Responders (PHFRs) are health department personnel who are required to deploy in the wake of a public health emergency. Hospital personnel may be considered PHFRs if their activities are aligned to support public health response

efforts. Emergency Medical Service (EMS) Responders are mostly covered through Department of Homeland Security (DHS).

Standard Operating Guidelines (SOG)/Standard Operating Procedures (SOP) are approved methods for accomplishing a task or set of tasks and are typically prepared at the department or agency level.

A **Project Plan** is a narrative of activities for the year, describing program activities/goals, how activities/goals will be accomplished, who will carry out activities/goals, when activities/goals will be accomplished.

Appendix 2

Overview: CDC Public Health Capability Planning Model

Contractors are encouraged to use the CDC Public Health Preparedness Capabilities Planning Model to assess preparedness capacities. The CDC Public Health Preparedness Capabilities are numbered and presented alphabetically. Each of the fifteen (15) capabilities includes a definition of the capability and list of the associated functions, performance measures, tasks, and resource considerations.

A) The **Capability Definition** defines the capability as it applies to state, local, tribal, and territorial public health.

B) The **Function** describes the critical elements that need to occur to achieve the capability.

C) The **Performance Measure(s)** section lists the CDC-defined performance measures, if any, associated with a function.

D) The **Tasks** section describes the steps that need to occur to complete the functions.

E) The **Resource Elements** section lists resources, including priority items and other considerations, needed to build and maintain the ability to perform the function and its associated tasks. These resource elements are organized as follows:

1) *Planning:* standard operating procedures or emergency operations guidance, including considerations for legal authorities and at-risk populations, for a Contractor's plans for delivering the capability.

2) *Skills and Training:* baseline competencies and skills personnel and teams should possess or have access to when delivering a capability.

3) *Equipment and Technology:* equipment Contractors should have or have access to in jurisdictionally defined quantities sufficient to achieve the capability.

4) **Note**: Certain resource elements have been identified as priority resource elements. Contractors may not require all resource elements to fully achieve all of the functions within a capability, but they must *have* or *have access to* the priority resource elements. Remaining resource elements are recommended for consideration by Contractors.

The public health preparedness capabilities are listed below in their corresponding domains. These domains are intended to convey the significant dependencies between certain capabilities:

Biosurveillance
- Public Health Laboratory Testing
- Public Health Surveillance/Epidemiological Investigation

Community Resilience
- Community Preparedness
- Community Recovery

Countermeasures and Mitigation
- Medical Countermeasure Dispensing
- Medical Material Management and Distribution
- Non-pharmaceutical Interventions
- Responder Safety and Health

Incident Management
- Emergency Operations Coordination

Information Management
- Emergency Public Information and Warning
- Information Sharing

Surge Management
- Fatality Management
- Mass Care
- Medical Surge
- Volunteer Management

Appendix 3

Worksheet Instructions: How to complete the Capability worksheets
The following section provides instructions on how to complete the fifteen (15) Capability Worksheets associated with the CDC Public Health Preparedness Capability Model.

Functions

General instructions for completing the Capability Worksheets
Submit an entry for every function for every capability. Each function entry must include the following data items:

(1) Function Current Status
(2) Function Current Status Narrative
(3) Function Goal
(4) Function Goal Narrative (or Planned Activity)
(5) Function Funding Type
(6) Function Other Funding Sources Funding Type

A) Function Current Status

Select a current status option in the table below that best reflects the current status of this function across the jurisdiction.

Option	Description
Infrastructure Fully in Place - Fully Evaluated and Demonstrated	Select this option only if all the following conditions are met: 1. All priority resource elements are fully in place and/or accessible via MOU or other written agreement. 2. Any other resource elements or other infrastructure that the Contractor has identified as required to meet jurisdictionally defined needs are fully in place and/or accessible via MOU or other written agreements. 3. Contractor has fully evaluated and demonstrated performance of this function within the past 24 months (August 2009 or later) and found that it meets jurisdictionally defined needs.

Infrastructure Fully in Place - Not Fully Evaluated and Demonstrated	Select this option if all of the following conditions are met: 1. All priority resource elements are fully in place and/or accessible via MOU or other written agreement. 2. Any other resource elements or other infrastructure that the Contractor has identified as required to meet jurisdictionally defined needs are fully in place and/or accessible via MOU or other written agreement. 3. Contractor has not attempted demonstration of this function, the demonstration was more than 24 months ago (before August 2009), **or** contractor has evaluated and demonstrated this function but found that it did not meet jurisdictionally defined needs.
Infrastructure Not Fully in Place	Select this option only if any priority resource elements and any other resource elements or other infrastructure that the Contractor has identified as required to meet jurisdictionally defined needs are not fully in place.
No Infrastructure in Place	Select this option only if the Contractor has no resource elements or any other infrastructure in place to perform this function.

B) Function Current Status Narrative:

Provide a function current status narrative.

Option	Description
Infrastructure Fully in Place - Fully Evaluated and Demonstrated	The narrative should include the following: 1. Date of demonstration (must be in past 24 months) 2. Type of demonstration (exercise, planned event, real incident, or routine activity) 3. Outcome (result) of demonstration 4. Evidence that the demonstration aligns to the function's definition.
Infrastructure Fully in Place - Not Fully Evaluated and Demonstrated	The current status narrative should include the following: 1. If the function was partially demonstrated, succinctly describe what has been demonstrated, how it was demonstrated, and what has not been demonstrated. 2. If the function was demonstrated but issues were identified, succinctly describe

	the issues that were identified. 3. If the function has not been demonstrated, describe what, if any, are the barriers / challenges to demonstrating this function. 4. If the function is to be demonstrated in a future budget period, identify the projected timeframe for demonstration.
Infrastructure Not Fully in Place	The narrative should include a succinct description of any missing resource elements or other infrastructure and any related barriers that are not described in the Resource Element section.
No Infrastructure in Place	The narrative should include a succinct description of any barriers to having the infrastructure fully in place that are not described in the Resource Element section.
No Information Available at this time	If any of the specific information requested is not available at the time of application, enter "information not available at this time" or similar language and indicate when this information will be available.

C) Function Goal

Select the function goal from the list below that most closely represents the result or achievement toward which the effort is being directed across the jurisdiction for the budget period.

Option	Description
Build	Contractor plans to increase the level of resource elements and/or performance for this function. This could be via any or all of the following (not intended to be an exhaustive list): 1. Resource element(s) will be developed/ purchased/assured via MOU or other written agreement. 2. Performance improvement steps are to be implemented.
Sustain	Contractor plans to maintain the current state/ status/level of resource elements for this function. Sustain may or may not require related activities, resources, and funding. **Note: "**Sustain" is not an available option if current state is "no infrastructure."

Scale Back	Contractor plans to reduce, downsize, remove, or downgrade the resource elements within a function. **Note:** The "scale back" option is not intended to include situations where reducing resource elements results in no or minimal impact to overall performance. For example, scaling back may include situations where excess capacity is purposely reduced. In those cases, "sustain" may be a more accurate selection. "Scale back" is intended to denote situations where needed capacity and/or performance is being lost or reduced in some way. **Note**: "Scale back" is not an available option if current state is "no infrastructure."
No Goal	Contractor has no current infrastructure and no plans to develop any infrastructure this year. **Note:** "No goal" is an option only if Contractor selects "no infrastructure" in current status. If current status is "fully in place" or "partially in place," then goal must be either "build," "sustain,." or "scale back."

D) **Function Goal Narrative**

Submit a function goal narrative.

Note: In the function goal narrative, the contractor should provide information about the function goal (or planned activities) that cannot be captured in the resource element goal narrative. If any requested information below is present in a resource element goal narrative, then do not repeat it.

Option	Description
Build or Sustain	The narrative should include a brief description of what is intended to be built or sustained and how this is intended to be achieved.
Function current status is "fully in place – fully evaluated and demonstrated" and the function goal is "Build"	Explain why the Contractor is continuing to build.
Function current status is "not fully in place – fully evaluated and demonstrated," and function goal is "sustain".	Provide a brief description of why there are no plans to fully build and/or demonstrate this function.
Scale Back	Provide a brief description of what is being

	scaled back and why.
No Goal	Provide a brief description of why there is no goal. Include a brief description of how this function is planned to be implemented.

D) Function Funding Type

Select the types of funding that will be used to fund that function from the options defined below.

Option	Description
PHEP	The function is entirely funded by the PHEP cooperative agreement (includes match)
Partial PHEP	The function is funded by PHEP **and** by other funding source(s).
Other Funding Sources	The function is funded by sources **other than** PHEP.
No Funding	There is no funding for the function.

E) Other Funding Sources

If the funding type is "partial PHEP" or "other funding sources," select one or more "other funding sources" to provide additional information about funding. The options are:

Option
State Funds
Local Funds
Hospital Preparedness Program (HPP) Funds
Epi/Lab Capacity (ELC) Funds
DHS Funds
In-Kind/Partner Funds
Other (please specify)

Resource Elements

General Instructions:

- **Priority Resource Elements**
  Submit an entry for all priority resource elements for all functions for all capabilities.

- **Recommended Resource Elements**
  Submit an entry for any recommended resource element that has planned activities for this budget period to either build or sustain the element.

- **Contractor-Defined Resource Elements**
  Submit an entry for any contractor-defined resource element that has planned activities for this budget period to either build or sustain the element. It is not necessary to provide contractor-defined resource elements. This task is optional.

  Contractor-defined resource elements must be categorized as either "planning," "skills and training," or "equipment and technology."

  Contractor-defined resource elements must be within scope of the associated function and must directly contribute to the Contractor's ability to carry out the associated capability, function, and/or task.

Resource Element Entry
Each resource element entry submitted according to the instructions defined above must consist of the following data items:

- Resource Element Current Status
- Resource Element Current Status Narrative
- Resource Element Goal
- Resource Element Goal Narrative

Instructions for each of these data items are described below.

A) Resource Element Current Status

Select the resource element's current status option below that most appropriately reflects the current status of the resource element across their jurisdiction.

Option	Description
Fully in Place	All items identified in the resource element definition* are in place.
Partially in Place	Some items identified in the resource element definition* are in place.
Not in Place	No items identified in the resource element definition* are in place.

*As defined in *Public Health Preparedness Capabilities: National Standards for State and Local Planning*.

Contractors should use their own judgment for contractor-defined resource elements as to whether these are fully in place, partially in place, or not in place.

B) Resource Element Current Status Narrative

Submit a resource element current status narrative.
Note: The information requested for the narrative will depend on the resource element's current status. See instructions below for more details.

1) If the resource element's current status is "fully in place" or "partially in place," then the narrative must include the following:

   i) Indication whether the resource element is via MOU or other written agreements.

   ii) If applicable, brief description of any aspects of this resource element that are above and beyond the resource element description as described in the *Public Health Preparedness Capabilities: National Standards for State and Local Planning*.

   iii) For a contractor-defined resource element, a brief description of what is in place.

   iv) If the current status is "partially in place," identify the parts of the resource elements that are in place and those that are not in place.

   v) A brief description of how this resource element is being implemented.

   vi) If the resource element is in place in some parts of the jurisdiction but not others, please explain.

2) If the current status is "not in place," the narrative should include a brief description of why this resource element is not in place.

3) If the specific information is not available at the time of application, state "information not available at this time" and indicate when this information will be available.

C) Resource Element Goal

Select the most appropriate match for the resource element goal for the current budget period as described in the table below that refers to their entire jurisdiction.

Option	Description
Fully in Place	All items identified in the resource element definition* will be in place
Partially in Place	Some items identified in the resource element definition* will be in place
Not in Place	No items identified in the resource element definition* will be in place

*As defined in the *Public Health Preparedness Capabilities: National Standards for State and Local Planning.*

Contractors should use their own judgment for contractor-defined resource elements as to whether these are planned to be fully, partially or not in place.

D) Resource Element Goal Narrative

1) Submit a resource element goal narrative that includes a description of any planned activities related to this resource element, including the following:

   i) A description of resource element aspects that will be built and/or sustained during the upcoming budget period.

   ii) The responsible/lead person or role for this activity.

   iii) A description of how this resource element is going to be built and/or sustained (or via MOU or other written agreements) this upcoming budget period.

   iv) Who will be involved in these activities, e.g., internal, contracts, partnerships.

   v) Milestones and defined deliverables/outputs. Milestones should be specific, measureable, achievable, realistic, and refer to what is being built/sustained. At a minimum, milestones should be established prior to and after the mid-year period.

   vi) For contractor-defined resource elements or when going "above and beyond" the resource element description, succinctly describe why the element or an excess are necessary.

2) For resource elements that have a resource element goal of "partially in place" or "not in place," include a brief description of the barriers to having this resource element fully in place across the jurisdiction.

3) For resource elements that have a resource element goal of "fully in place or "partially in place," contractors should include a brief description of how this resource element will be implemented.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH DEPT. – PHEP (340-013) DATE: 03/21/12

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

REQUESTED POSITION TITLE: Public Health Specialist New Slot #: 0015

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ _____ (Current Budgeted Salary) $ 34,360.00 (Grade 9 / Step 1) (Proposed Budgeted Salary) $ 34,360.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other PPCPS Hazards FY 12 Grant Funding (Fund 1293, Program 013)

POSITION Type:

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

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

TEMPORARY POSITIONS:

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

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

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

This position is needed in order for the HC Health & Human Services Dept. to meet the scope of the PHEP grant requirements. This position will provide assistance with bioterrorism hazards planning, will coordinate and ensure complete reporting , data exchange and specimen submission. This position will also assist the SNS Coordinator with the information dissemination to educate the media, public, partners and stakeholders regarding the risks associated with real or apparent biohazard threats.

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

Responsible for maintaining inventory of specimen collection kits and related supplies for enteric samples, influenza testing and other biological samplings; Provides field-and-office based assistance to investigations of health threats; Essential duties also include educating partners about proper specimen collection and storage technigues and all aspects of shipment of specimens to State or other laboratories when indicated.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	03/21/2012 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	X YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/22/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

PUBLIC HEALTH SPECIALIST

GRADE: 09

GENERAL DESCRIPTION

Provides clinical and administrative support to the Epidemiology surveillance functions; Makes field visits to surveillance sites to collect specimens or testing; Responsible for maintaining inventory of specimen collection kits and related supplies for enteric samples, influenza testing and other biological samplings; Provides field- and office-based assistance to investigations of health threats; Essential duties also include educating partners about proper specimen collection and storage techniques and all aspects of shipment of specimens to State or other laboratories when indicated; Assists with the electronic data entry of reportable diseases; Involved in outreach and educational functions in the community as specifically assigned.

EXAMPLES OF WORK PERFORMED

Makes field visits to disease surveillance sites to distribute specimen collection kits, e.g., for influenza, and picks up and delivers specimens to regional laboratory for testing

Collects, transports and delivers enteric and other biological samples for laboratory testing

Maintains database of records of specimens collected

Maintains inventory of specimen collection kits and related supplies for enteric samples, influenza testing and other biological sampling

Educates partners about proper specimen collection and storage techniques

Prepares, packs and completes forms for shipment of specimens to State laboratory, if necessary, and assists in completing lab forms, taking samples to lab and retrieving results

Performs outreach and educational functions in the community as specifically assigned

Performs tasks as assigned to support case and outbreak investigators including collection of specimens and gathering data

Assists with the maintenance of the electronic database of reportable conditions

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

High school diploma or equivalent; Current licensure or certification in a health discipline from an accredited program preferred; Minimum of two (2) years work experience in a healthcare setting; Experience with biological specimen collection and processing preferred; Valid Texas Driver's License required.

Knowledge, Skills, and Abilities

Data entry and skilled in use of Microsoft Windows and other basic Microsoft Office applications

Good verbal and written communication skills required

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, March 27, 2012**

Agenda Item: 31535

Summary of request/proposal:

CPH BIO PREP (1293)
Approval to create the following position:

Fund	Current Position Title	Proposed Position Title	Slot#	Obj	Current G	Current S	Current Salary	Proposed G	Proposed S	Proposed Salary	Total Requested
1293	-	PUBLIC HEALTH SPECIALIST	0015	113	-	-	$0.00	9	1	$34,360.00	$34,360.00
				TOTAL:							$34,360.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1293-441-10-340-013-2-	113	CPH BIO PREP -	REG F/T EMPLOYEES	$11,979.92
2-1293-441-10-340-013-2-	211	CPH BIO PREP -	HEALTH INSURANCE	$1,451.82
2-1293-441-10-340-013-2-	212	CPH BIO PREP -	LIFE INSURANCE	$9.41
2-1293-441-10-340-013-2-	220	CPH BIO PREP -	FICA	$916.46
2-1293-441-10-340-013-2-	230	CPH BIO PREP -	RETIREMENT	$1,192.00
2-1293-441-10-340-013-2-	250	CPH BIO PREP -	UNEMPLOYMENT CO	$59.90
2-1293-441-10-340-013-2-	260	CPH BIO PREP -	WORKER'S COMP	$0.00
			2012 Budgetary Impact	$15,609.51

2013 Budgetary Impact: $44,770.16

Possible Funding Sources: Appropriation of Funds

Comments:

FUNDING FOR THE PERIOD OF 03/27/12 - 07/31/12. (GRANT PERIOD: 08/01/11 - 07/31/12)

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1293-441-10-340-013-2

CPH BIO PREP

AI- 31535

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	PUBLIC HEALTH PREP COORD	16	1	$58,888.00	$58,888.00	$59,374.00	$0.00	$0.00	$0.00	$0.00	$0.00	$59,374.00
0005	113	STRTGC NAT STCKPL COORD PLNNR	12	1	$43,284.00	$43,284.00	$43,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,489.00
0007	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$43,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,489.00
0008	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$43,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,489.00
0010	113	RISK COMMUNICATION PLANNER	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
0011	113	HEALTH TECHNICIAN	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
0012	113	HEALTH TECHNICIAN	7	1	$29,458.00	$29,458.00	$29,815.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,815.00
0014	113	ASSISTANT PUBLIC HEALTH PREPAREDNESS	15	1	$54,526.00	$54,526.00	$54,526.00	$0.00	$0.00	$0.00	$0.00	$0.00	$54,526.00
		CREATE THE FOLLOWING:											
0015	**113**	**PUBLIC HEALTH SPECIALIST**	**9**	**1**	**$34,360.00**	**$34,360.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
					$367,262.00	$367,262.00	$335,160.00	$0.00	$0.00	$0.00	$0.00	$0.00	$335,160.00

Approval to create the above highlighted full-time position.
Personnel actions pending CC approval.

DATE: March 20, 2012

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 2-1293-441-10-340-013-2-XXX CPS Bioterrorism Preparedness

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
2-1293-441-10-340-013-2-113	CPH Bio Prep - Reg F/T Employees	$ 27,589.00
Fringes		
2-1293-441-10-340-013-2-211	CPH Bio Prep - Health Insurance	$ 2,377.00
2-1293-441-10-340-013-2-212	CPH Bio Prep - Life Insurance	$ 8.00
2-1293-441-10-340-013-2-220	CPH Bio Prep - FICA	$ 2,110.56
2-1293-441-10-340-013-2-230	CPH Bio Prep - Retirement	$ 2,745.11
2-1293-441-10-340-013-2-250	CPH Bio Prep - Unemployment Comp	$ 1,136.34
Travel		
2-1293-441-10-340-013-2-583	CPH Bio Prep - Travel Out of County	$ 15,866.00
Equipment		
2-1293-441-10-340-013-2-748	CPH Bio Prep - Other Equipment	$ 3,886.00
Supplies		
2-1293-441-10-340-013-2-601	CPH Bio Prep - Office & Computer Supplies	$ 1,743.00
Contractual		
2-1293-441-10-340-013-2-320	CPH Bio Prep - Professional	$ 126,312.00
Other		
2-1293-441-10-340-013-2-584	CPH Bio Prep - Registration Fees	$ 2,505.00
2-1293-441-10-340-013-2-811	CPH Bio Prep - Licenses & Permits	$ 3,656.00
	TOTAL APPROPRIATION	$ 189,934.00
2-1293-331-12-340-013-2-000	CPH Bio Prep Revenues	$ 172,667.00
2-1293-391-01-000-100-2-000	Transfers In - General Fund	$ 17,267.00
2-1100-491-01-000-293-2-891	Transfers Out - Health Grants	$ 17,267.00
	TOTAL APPROPRIATION	$ 189,934.00

REASON: To appropriate the grant amendment monies for the CPH Bio Prepardness Program

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S CC DATE ATTEST CO. CLERK

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

March 21, 2012

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$172,667.00	Award No. 2011-038671-001A Public Health Emergency Preparedness (PHEP)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

3/22/12
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-31534 **10. E.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Eddie Olivarez

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Immunization Division (1293):
Requesting authorization to submit to the Texas Department of State Health Services the renewal grant application packet for the Immunization FY 13 funding.

BACKGROUND

Immunization FY 12 funding currently in place. FY 12 funding ends on 08/31/12. This renewal grant application is to continue existing Immunization from 09/01/2012 to 08/31/2013.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1293-441-00-340-012-3-XXX

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

BUDGETARY IMPACT:

No local matching funds required.
renewal grant application

Attachments

App Packet

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/19/2012 02:55 PM
Manuel Chapa	Manuel Chapa	03/21/2012 01:33 PM
Auditor's Office	Arcilia Duran	03/23/2012 09:09 AM
Purchasing Department	Marty Salazar	03/23/2012 09:21 AM

Form Started By: Mike Escaname Started On: 03/19/2012 02:34 PM

Final Approval Date: 03/23/2012

Mike Escaname

From: eddie.olivarez <eddie.olivarez@hchd.org>
Sent: Monday, March 19, 2012 3:18 PM
To: mike.escaname@hchd.org
Subject: Fw: FY2013 ILA renewal packet
Attachments: DSHSCostsOnlyBudgetTemplate052011(1).xls; Final SOW imm locals FY2013.doc; FY2013 ILA.docx; Workplan Imm Locals FY2013.doc

Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health & Human Services
1304 South 25th Ave.
Edinburg, Texas 78542

956-383-8858 Office
eddie.olivarez@hchd.org
Twitter.com/hidalgohealth

-----Original Message-----
From: <Dianna.Highberg@dshs.state.tx.us>
Sent 3/19/2012 3:08:07 PM
To: ayerger@cctexas.com, lawrea@co.comal.tx.us, along@ci.brownwood.tx.us, rmbennett@tarrantcounty.com, bcate@vctx.org, bclark@co.gregg.tx.us, bcoleman@txkusa.org, bgonzalez@ci.laredo.tx.us, bscurzi@bellcountyhealth.org, bfaulkenberry@mylubbock.us, cblair@co.collin.tx.us, plch_carol@neto.com, CathyS@brazoria-county.com, cgarcia@midlandtexas.gov, cherri.schmidt@co.hays.tx.us, dmccullough@co.andrews.tx.us, decrecia.robinson@cityofhouston.net, eddie.olivarez@hchd.org, eguajardo@co.cameron.tx.us, efeajncphd@hotmail.com, gshivaramaiyer@dallascounty.org, sollal@co.ector.tx.us, gman2502@hotmail.com, millsg@co.comal.tx.us, mguidry@gchd.org, harold.higgins@talho.org, sanitarian9@hotmail.com, hgonzalez@ci.laredo.tx.us, hector.mendoza@amarillo.gov, iholmes@texashan.org, jacquelinew@ci.waco.tx.us, jmena@nolencountyhealth.com, jramirez@wcchd.org, jessica.hernandez@co.san-patricio.tx.us, jbeck@texashan.org, judith@portarthur.net, judy.gillard@gsmc.org, jhill@texashan.org, janderson@co.brazos.tx.us, jgonzales@gchd.org, june.wade@dentoncounty.com, kconner@co.brazos.tx.us, kay.durilla@abilenetx.com, reynokay@co.fort-bend.tx.us, kshurbet@ci.plainview.tx.us, emcar@airmail.net, kurt.becker@ci.austin.tx.us, lawrence.parthum@co.hardin.tx.us, lkbrewer@tarrantcounty.com, lydia.serna@hchd.org, mabila@midlandtexas.gov, marredondo@texashan.org, MaryH.Martinez@dshs.state.tx.us, michaelhill@elpasotexas.gov, michelle.skyrme@co.gregg.tx.us, drakenan@co.fort-bend.tx.us, nguerra@ci.garland.tx.us, pandrews@texashan.org, medinachu@yahoo.com, pgaines@milamcounty.net, pmorris@co.collin.tx.us, farripd@co.ector.tx.us, plch@neto.com, raghanson.chdi@tachc.org, rjess@brazoria-county.com, bbrawley@mylubbock.us, risha.jones@cityofhouston.net, roxann.parks@elpasotexas.gov, sadams@acchd.us, sulmer@texashan.org, sherryw@ci.waco.tx.us, sshafer@texashan.org, swarren@netphd.org, teressa.stephenson@wichitafallstx.gov, tgibson@bellcountyhealth.org, tish.hudson@gsmc.org, toy.akridge@co.hardin.tx.us, vivian.flores@sanantonio.gov, vyeatts@ci.garland.tx.us, williamu@cctexas.com, wilmia.perez@ci.austin.tx.us, yoshi@portarthur.net, zane.travis@abilenetx.com, zachary.thompson@dallascounty.org, hallgali@co.fort-bend.tx.us, healthdept@co.brazos.ts.us, dperez@vctx.org, Judy.Gillard@gsmcmarshall.org, phlnfb@co.comal.tx.us, sschweitzer@wcchd.org
Cc: Sheila.Tucker@dshs.state.tx.us, Melissa.Samples-Ruiz@dshs.state.tx.us, Cheryl.Millican@dshs.state.tx.us, Cory.Bittle@dshs.state.tx.us, Diane.Romnes@dshs.state.tx.us, Joyce.Flores@dshs.state.tx.us,

Paul.Grunenwald@dshs.state.tx.us, Laurie.Henefey@dshs.state.tx.us, Kathleen.Ingrando@dshs.state.tx.us, Keila.Johnson@dshs.state.tx.us, Lori.Parsons@dshs.state.tx.us, Ivette.Nunez@dshs.state.tx.us, Racheal.Porras@dshs.state.tx.us, Sonna.Sanders@dshs.state.tx.us, Toni.Wright@dshs.state.tx.us
Subject: FY2013 ILA renewal packet

Dear Local Health Department Director:

The 2013 Inter-Local Renewal Application for Immunization Services is attached. Each Local Health Department (LHD) must complete the Face Page form, the Contact Person Information form, Administrative Information form, and complete the appropriate budget forms also include copies of job descriptions for newly hired staff, current staff with new or different job responsibilities and new positions. The Face Page requires an original signature. Please submit the original and two (2) copies of the completed renewal application by overnight mail to the Department of State Health Services, Contract Management Unit, MC 1990, and Attn: Dianna Highberg, P. O. Box 149347, Austin, Texas 78714 on or before April 13, 2012. An additional copy of the renewal application must be submitted electronically to DSHSImmunizationContracts@dshs.state.tx.us by the same date. Renewal applications received after this deadline will not be considered for funding.

At this time, the Immunization Branch expects to renew contracts at level funding for FY2013. Please apply for level funding based on your FY2012 amount.

We will conduct budget negotiations between May 2012 and June 2012. If for any reason the LHD staff working on this renewal application is unavailable to participate in these negotiations during this time period, we request an email with the staff member's schedule so we can work around their schedule if at all possible. If you will need approval for changes from a Commissioner's Court, you may also want to ensure that a meeting is scheduled at a time close to this negotiation period.

The budget forms (Form I, I-1 through 1-7) and instructions were revised in 2009. They are now in an Excel workbook. An instruction tab. Example tab, and form tab is available for each section of the budget. Open the instructions and read them carefully before you begin completing the form. Follow the instructions as written. The instructions provided are clear and very detailed. Prepare the categorical detail pages first. The amount from each detail page will automatically populate the budget summary page. The example pages may not accurately reflect the information necessary for this particular renewal but CMU is unable to make the example pages program specific.
This renewal may include a request for equipment on form I-3. Please follow the instructions carefully. The minimum specifications for computer equipment are also included. Current vendor specifications and quotations must be included with your renewal application. Note that per the General Provisions, all equipment must be purchased within the first ninety (90) days of the renewal term.

In addition to the equipment form, the renewal application now includes a form for Indirect Costs (I-7). DSHS Contract Oversight and Support (COS), the section that conducts fiscal audits of contractors, strongly urges that indirect costs be included. Please note that DSHS Immunization Branch has a cap on indirect costs. The total cost that may be funded under this renewal application may not be more than 10% of the personnel costs listed on Form I-1.

A copy of the revised Work Plan for Fiscal Year 2013 is also attached for your reference.

The renewal application forms will be reviewed by the Contract Management Unit and the Immunization Branch. Any recommendations for revisions to the forms will be negotiated with LHDs. Please feel free to call me at 512-776-2178, and I will be more than glad to answer questions or assist with the new forms.

Thank you for your continued efforts and support to increase immunization rates in our state. We look forward to working with you next year.

Sincerely,

Dianna L Highberg
Contract Management Unit
Prevention and Preparedness Division
Department of State Health Services
P.O. Box 149347

MC 1990, W239
Austin, Texas 78714-9347
Phone: 512.776.7428 ext 2178
Fax: 512.776.7391
Email: dianna.highberg@dshs.state.tx.us

Renewal InterLocal Application for Immunization Program Funds

Fiscal Year 2013

www.ImmunizeTexas.com

Issue date: 03/19/2012
Due date: 04/13/2012

Immunization Branch
P.O. Box 149347
Austin, Texas 78714-9347

Stock Number: E11-13558

I. INTRODUCTION

The Department of State Health Services (DSHS) Immunization Branch announces the expected availability of Fiscal Year (FY) 2013 general revenue and federal funding to prevent and control the transmission of vaccine-preventable diseases in children and adults, with emphasis on accelerating strategic interventions to improve their vaccine coverage levels.

This Inter-Local Application (ILA) contains the requirements that all applicants shall meet to be considered for funding. Each applicant is solely responsible for the preparation and submission of an application in accordance with instructions contained in this ILA.

Please submit the original and two (2) copies of the completed renewal application by mail to the Department of State Health Services, Contract Management Unit, MC 1990, P.O. Box 149347, Austin, Texas 78714 with Attn: Dianna Highberg, on or before April 13, 2012. An additional copy of the renewal application must be submitted electronically to DSHSImmunizationContracts@dshs.state.tx.us if your email is returned for any reason contact Dianna Highberg at 512.776.2178 and/or resubmit your electronic copy to dianna.highberg@dshs.state.tx.us. Renewal applications received after this deadline will not be considered for funding.

Apply for level funding. There are no additional funds available at this time.

The renewal application now includes a form for Indirect Costs (I-7). DSHS Contract Oversight and Support (COS), the section that conducts fiscal audits of contractors, strongly urges that indirect costs be included. Please note that DSHS Immunization Branch has a cap on indirect costs. The total cost that may be funded under this renewal application may not be more than 10% of the personnel costs listed on Form I-1.

A copy of the revised Work Plan for Fiscal Year 2013 is also attached for your reference.

II. APPLICATION POINT OF CONTACT

For purposes of addressing questions concerning this Application, the only contact is Dianna Highberg of the Contract Management Unit unless otherwise delegated by the CSCU Director. All communications concerning this Application must be addressed by email or fax to:

Mailing Address for Regular Mail:
Dianna Highberg, Contract Manager,
Contract Management Unit MC1990
Department of State Health Services
P.O. Box 149347
Austin, Texas 78714-9347

Physical Address for Overnight Mail:
Dianna Highberg, Contract Manager,
Contract Management Unit
Department of State Health Services
1100 West 49th Street, W-239
Austin, Texas 78756

Phone and Fax Numbers:
512.776.2178
512.776.7391 fax

CMU Contact Email:
Dianna.highberg@dshs.state.tx.us

III. TABLE OF CONTENTS

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

Form A.	Face Page - Application for Financial Assistance
Form B.	Application Table of Contents and Checklist
Form C.	Contact Person Information
Form D.	Job Descriptions (if applicable)
Form E.	Program Income Spending Plan
Forms F-H	Not applicable for this contract
Form I.	Budget (see separate file)
Exhibit A.	FY2013 Work Plan
Appendix A.	DSHS Assurances and Certifications
Appendix B.	Copy of Approved Indirect Rate (if applicable)

Department of State Health Services

FROM A: FACE PAGE PAGE 1

Proposal for Financial Assistance [ILA Number]

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

RESPONDENT INFORMATION	
1) LEGAL BUSINESS NAME:	
2) MAILING Address Information: Include mailing address, street, city, county, state, and zip code):	Check if address change ☐
3) PAYEE Name and Mailing Address (if different from above:	Check if address change ☐
4) DUNS Number (9 digit) required if receiving American Recovery and Reinvestment Act of 2009 (ARRA) funds:	
5) Federal Tax ID no. (9 digit), State of Texas Comptroller Vendor ID No. (14 digit) of Social Security Number (9 digit): **The respondent acknowledges, understands and agrees that the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.*	

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

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

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

7) PROPOSED BUDGET PERIOD:	Start Date: September 1, 20132	End Date: August 31, 2013
8) COUNTIES SERVED BY PROJECT:		
9) AMOUNT OF FUNDING REQUESTED:		11) PROJECT CONTACT PERSON
10)PROJECTED EXPENDITURES Does respondent's projected federal expenditures exceed $500,000, or its projected state expenditures exceed $500,000, for respondents current fiscal year (excluding amount requested in in line 9 above)?** Yes ☐ No ☐ ***Projected expenditures should include anticipated expenditures under all Federal grants including "pass through" federal funds from all state agencies, or all anticipated expenditures under state grants, as applicable*		Name: Phone: Fax: Email: 12) FINANCIAL OFFICER Name: Phone: Fax: Email:

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

13) AUTHORIZED REPRESENTATAIVE Check if change ☐ Name: Title: Phone: Fax: Email:	14) SIGNATURE OF AUTHORIZED REPRESENTATIVE 15) DATE

FORM A: FACE PAGE INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FORM B: PROPOSAL TABLE OF CONTENTS AND CHECKLIST

Legal Business Name of Respondent: Respondent: _____

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

FORM	DESCRIPTION	Included	Page #	Not Applicable
A	Face Page - completed, and proper signatures and date included	☐		
B	Proposal Table of Contents and Checklist – completed and included	☐		
C	Contact Person Information – completed and included	☐		
D	Job Descriptions (with supplemental documentation attached if required)	☐		
E	Program Income Spending Page	☐		
F	Assessment Narrative –included **[optional]**	☐		☐
G	Performance Measures – included	☐		☐
H	Work Plan – included	☐		
I	Budge Summary Form and Detail Pages	☐		
Exhibit A	FY2013 Work Plan	☐		
Appendix A	DSHS Assurance and Certifications	☐		
Appendix B	Copy of Approved Indirect Rat – included (if applicable)	☐		

FORM C: CONTACT PERSON INFORMATION PAGE 3

Legal Business Name of Respondent: _____

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

Contact:		Mailing Address	
Title:		Street:	
Phone:	Ext:	City:	
Fax:		County:	
Email:		State, Zip:	
Contact:		Street:	
Title:		City:	
Phone:	Ext:	County:	
Fax:		State, Zip:	
Email:			
Contact:		Street:	
Title:		City:	
Phone:	Ext:	County:	
Fax:		State, Zip:	
Email:			
Contact:		Street:	
Title:		City:	
Phone:	Ext:	County:	
Fax:		State, Zip	
Email:			
Contact:		Street:	
Title:		City:	
Phone:	Ext:	County:	
Fax:		State, Zip	
Email:			

Please insert job descriptions here for all positions listed on the Personnel Detail which were not listed last year. Also include any job description that was updated during fiscal year 2013.

There have been no changes to the Personnel Classifications listed in last year's application, nor have any of the job descriptions been changed.

Form E: PROGRAM INCOME SPENDING PLAN PAGE 5

Projected amount of the DSHS share of Program Income (from page 30, Budget Summary, Line L, Row 1)
$

Please forecast how DSHS' share of Program income will be used. This money is available for immunization activities in addition to contract funds. Throughout the year, LHDs are responsible for monitoring program income collections to assure that projections are being met prior to expending funds as described below. Use of these funds is subject to the same restrictions as apply to grant funds.

Cost Categories	Funds Projected	Purpose and Justification
A. Personnel	$	
B. Fringe Benefits	$	
C. Travel	$	
D. Supplies	$	
E. Contractual	$	
F. Other	$	
Total (DSHS Share Program Income)	$0.00	

Forms F-H are not applicable for this contract.

Regional Program Managers FY2013

HEALTH SERVICE REGION 1
Keila Johnson
Immunization Program Manager
300 Victory Drive
Box 60968, WTAMU Station
Canyon, Texas 79016
(806) 655-7151
(806) 655-7159 – Fax

Keila.Johnson@dshs.state.tx.us

HEALTH SERVICE REGION 7
Diane Romnes
Immunization Program Manager
2408 South 37th Street
Temple, Texas 76504-7168
(254) 778-6744
(254) 771-2612 - Fax

Diane.Romnes@dshs.state.tx.us

HEALTH SERVICE REGIONS 2 & 3
Cheryl Millican
Immunization Program Manager
1301 South Bowen Road, Suite 200
Arlington, Texas 76013-2262
(817) 264-4795
(817) 264-4800 – Fax

Cheryl.millican@dshs.state.tx.us

HEALTH SERVICE REGION 8
Laurie Henefey
Immunization Program Manager
2201 E. Main
Uvalde, Texas 78801
(830) 591-4386 Extension 213
(830) 278-1831 - Fax

Laurie.Henefey@dshs.state.tx.us

HEALTH SERVICE REGIONS 4 & 5 NORTH
Toni Wright
Immunization Program Manager
1517 W. Front Street
Tyler, Texas 75702
(903) 533-5266
(903) 533-9502 - Fax

Toni.Wright@dshs.state.tx.us

HEALTH SERVICE REGIONS 9 & 10
Racheal Porras
Immunization Program Manager
2301 N. Big Spring #300
Midland, Texas 79705-7649
(432) 683-9492
(432) 571-4190 - Fax

Racheal.porras@dshs.state.tx.us

HEALTH SERVICE REGIONS 6 & 5 SOUTH
Kathleen Ingrando. RN, MS
Immunization Program Manager
5425 Polk, Suite J
Houston, Texas 77023
(713) 767-3411
(713) 767-3889 - Fax

Kathleen.ingrando@dshs.state.tx.us

HEALTH SERVICE REGION 11
Ana Ivette Nunez
Immunization Program Manager
601 W. Sesame Drive
Harlingen, Texas 78550
(956) 423-0130
(956) 443-3216 - Fax

Ivette.Nunez@dshs.state.tx.us

Stock Number: E11-13558

AI-31466 **10. F.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Eddie Olivarez

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

NIIW (1293):
1. Requesting authorization to accept the DSHS Office of Border Health - National Infant Immunization Week grant contract #2012-040814-001 in the amount of $10,000.00 for the period of 03/01/2012 to 06/30/2012.

2. Approval of the Certification of Revenue as certified by the County Auditor.

3. Approval of the attached Budget Appropriation.

BACKGROUND

Authorization to apply for this grant was approved by Commissioner's Court on 05/31/2011 through AI-26845.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1293-441-00-340-043-2-XXX

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

BUDGETARY IMPACT:

No local matching funds required.
Revenue acct# 2-1293-331-12-340-043-2-000

Attachments

Grant contract
Certification of Revenues
Budget appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/14/2012 10:11 AM
Purchasing Department	Angela Garcia	03/19/2012 09:40 AM
Manuel Chapa	Manuel Chapa	03/23/2012 10:17 AM

Form Started By: Mike Escaname Started On: 03/14/2012 09:48 AM

Final Approval Date: 03/23/2012

Mike Escaname

From: Tuanh.Perez@dshs.state.tx.us
Sent: Wednesday, March 21, 2012 3:54 PM
To: miguel.escaname@hchd.org
Cc: Kathie.Martinez@dshs.state.tx.us
Subject: FW: Hidalgo County contract #2012-040814
Attachments: Hidalgo Co NIIW fy2012 signature page.pdf; Hidalgo Co NIIW fy2012 Program Attachment.pdf; Hidalgo Co NIIW fy2012 Budget.pdf; 2012GenProvSubrecipCleanTOC[1].pdf

Hello Contractor,

Attached are files containing your Department of State Health Services (DSHS) contract. Please print two copies of each, in the order they appear in this email, sign and return both copies to this unit as soon as possible. Your contract will be signed by DSHS and returned to your agency.

Changes made to any portion of the contract document (s) are considered a counter-offer and are not valid without DSHS written concurrence.

DSHS will not pay for reimbursements submitted/postmarked more than 60 days after the end of the contract term. Additional information regarding this policy is available on the DSHS website at http://www.dshs.state.tx.us.

NOTE: Return both copies of the contract in their entirety to one of the two addresses below. Contracts returned to any other address may result in contract delays.

Physical Address for Overnight Mail	**Mailing Address for Regular Mail**
Client Services Contracting Unit MC 1886	Client Services Contracting Unit MC 1886
Department of State Health Services	Department of State Health Services
1100 W.49th Street	PO Box 149347
Austin, TX 78756	Austin, TX 78714- 9347
Attention: Tu-Anh Perez	Attention: Tu-Anh Perez

Please reference the DSHS contract and attachment number in all future correspondence. If you have questions, contact Tu-Anh Perez at 512-776-2182 or via email at tuanh.perez@dshs.state.tx.us

Tu-Anh Le Perez
Program Specialist, CTPM
Client Services Contracting Unit
Dept. of State Health Services
http://online.dshs.state.tx.us/finance/cscu.htm
512-776-2182
512-776-7351 fax
tuanh.perez@dshs.state.tx.us
"Tell me and I'll forget.
Show me and I might remember.
Involve me and I'll understand."

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2012-040814 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY (Contractor), a Government Entity, (collectively, the Parties).

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

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $10,000.00, and the payment method(s) shall be as specified in the Program Attachments.

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

4. **Term of the Contract.** This Contract begins on 03/01/2012 and ends on 06/30/2012. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

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

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

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

      2012-040814-001 OFFICE OF BORDER HEALTH

   c. General Provisions (Sub-recipient)

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

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the

General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

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

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

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

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

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

CONTRACT NO. 2012-040814-
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000382319

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: OFFICE OF BORDER HEALTH

TERM: 03/01/2012 THRU: 06/30/2012

SECTION I. STATEMENT OF WORK:

Contractor shall assist Department of State Health Services (DSHS) Office of Border Health (OBH) in the promotion of immunization awareness and the prevention of vaccine preventable diseases through the planning, coordinating, and execution of local activities or events for the United States-Mexico Border Health Commission celebration of National Infant Immunization/Vaccination Week in the Americas 2012 which occurs April 21-28, 2012.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines including, but not limited to, the Health and Human Services (HHS), Office of Global Affairs (OGA) cooperative agreement for Border Health Improvement Initiative (Cooperative Agreement GHSGH110022-01-00).

SECTION II. PERFORMANCE MEASURES:

Eligible Population: All population living within Hidalgo County, Texas and targeted surrounding areas to include Tamaulipas, Mexico.

Service Area: Hidalgo County, Texas and targeted surrounding areas to include Tamaulipas, Mexico

Location: Hidalgo County, Texas and targeted surrounding areas to include Tamaulipas, Mexico

Goals:

Contractor shall plan, coordinate, and execute National Infant Immunization Week/Vaccination Week in the Americas (NIIW/VWA) activities to accomplish the following goals:

- Focus on identified priorities of the BHC and planned in coordination with the BHC Outreach Office, the Centers for Disease Control and Prevention (CDC), each of the United States (U.S.) and Mexico state immunization programs, local immunization coalitions, and the Pan American Health Organization (PAHO) United States-Mexico Border Office.
- Promote immunization in the U.S. – Mexico border region in conjunction with the U.S. focused NIIW and the Mexico National Health Week.
- Have a clear understanding of the binational immunization schedule.

- Educate on vaccine preventable diseases to health care professional and the community.
- Educate and train on the importance of Texas Vaccines for Children (TVFC) Program.
- Discuss the importance of ImmTrac (Texas Immunization Registry) and proper record keeping.
- Educate on the importance in keeping infants/children/adolescents up to date with their immunizations.
- Promote immunization awareness to school nurses, Women, Infant, and Children (WIC) program, Head Start program, hospitals, promotoras and TVFC providers.
- To educate and have the residents of Hidalgo County and the surrounding area leave with an understanding of immunizations.

Objectives:

Contractor shall accomplish the following objectives:

- Focus on NIIW by providing Immunization Updates In-Service to all health care professionals, promotoras, school nurses and other agencies such as WIC, Head Start and hospitals by April 28th, 2012
- Bring in a motivational speaker (a survivor); with intentions to share their story with audience on coping with their disease that could have been vaccine preventable.
- Provide presenters who will be focusing on promoting the importance of immunization schedule from a binational point of view.
- Present a Health Fair/Carnival to provide information and services to our community in promoting vaccine preventable disease awareness.

Activities:

Contractor shall accomplish the following activities:

- By March 15, 2012, develop an action plan to coordinate and execute activities for NIIW/VWA;
- By March 30, 2012, complete planning of the TVFC conference;
- By March 30, 2012, complete planning for NIIW HidalGO KIDS carnival;
- By April 26, 2012, execute the TVFC Provider conference;
- By April 28, 2012, execute the NIIW HidalGO KIDS carnival; and,
- By April 28, 2012, complete advertisements of NIIW HidalGO KIDS carnival.
- By April 28, 2012, have participated in all NIIW/VWA conference calls or meetings set forth by DSHS OBH or BHC;
- By April 28, 2012, have provided regular updates of information to DSHS OBH, including completion of required matrices of planned NIIW/VWA activities;
- By May 25, 2012, have completed the BHC Evaluation tool to evaluate the quality of the activities. Evaluation component must be completed on a DSHS OBH prescribed format;
- By May 25, 2012, submit a completed BHC NIIW/VWA Data Collection Questionnaire;
- By May 25, 2012, submit a completed report detailing all activities conducted, partnerships reaffirmed or created, along with an analysis of data collected from the evaluation tool

developed. Report must completed on a DSHS OBH prescribed format;

- By May 25, 2012, submit copies of any and all documentation including save-the-date notices, sign-in sheets, meeting reports, agendas, photographs, event brochures, programs, itineraries, organizational charts, directories, Power Point presentations, advertisements, surveys, correspondence letters, in-kind contribution letters, proclamations, promotional items, computer generated proofs, invitations, translated documents, press releases, public service announcements, speaker curriculum vitae's, evaluation tools, Executive Reports, invoices, monthly reports, finance reports, expense sheets, bids, proposals, purchase orders and any other related NIIW/VWA materials.

Outcomes:

- All health care professionals, promotoras, school nurses, and other agencies will be disseminating vaccine preventable disease awareness information.
- The community will become aware of the importance of keeping their children up to date with their immunizations.
- Coordinate a health fair/carnival for the community in immunization awareness, to include a recap of weekly NIIW/ VWA events.

DSHS Program shall:

- Participate in NIIW/VWA planning meetings and support activities;
- Receive and review all required save-the-date notices, sign-in sheets, meeting reports, agendas, photographs, event brochures, programs, itineraries, organizational charts, directories, Power Point presentations, advertisements, surveys, correspondence letters, in-kind contribution letters, proclamations, promotional items, computer generated proofs, invitations, translated documents, press releases, public service announcements, speaker curriculum vitae's, evaluation tools, Executive Reports, invoices, monthly reports, finance reports, expense sheets, bids, proposals, purchase orders and any other related NIIW/VWA materials.
- Provide regional staff to assist with planning and implementation where appropriate of NIIW/VWA inaugural activities; and,
- Provide technical assistance with planning needs.

SECTION III. SOLICITATION DOCUMENT: Exempt - Governmental Entity

SECTION IV. RENEWALS: N/A

SECTION V. PAYMENT METHOD: Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall be reimbursed for its actual, reasonable, and necessary costs incurred while conducting the activities stated in ARTICLE III. PERFORMANCE MEASURES. Actual, reasonable, and necessary costs include but are not limited to costs for travel for special invited guests, speakers and/or presenters; supplies for activities; educational items and brochures for event promotion; and fees for venue.

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

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

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

Quarterly Progress Reports shall be submitted by DSHS OBH concurrently to:

Mail: Department of State Health Services
Office of Border Health
Attn: Jorge Bacelis
Mail Code: 1962
PO Box 149347
Austin, Texas 78714-9347

Email: jorge.bacelis@dshs.state.tx.us

Fax : Attn : Jorge Bacelis (512) 776-7262

Contractor shall maintain financial accounting documents and records in accordance with generally accepted governmental accounting practices and procedures. Such documents and records shall include copies of invoices, receipts, and approved travel vouchers. Hidalgo County Health Department shall make such documents and records available for examination and audit by DSHS upon request.

Contractor shall accept the authority of the State Auditor's Office to conduct audits and investigations in connection with any and all state funds received pursuant to this Contract. Hidalgo County Health Department shall comply with and cooperate in any such investigation or audit. Hidalgo County Health Department also agrees to include a provision in any subcontract

related to this Contract that requires the subcontractor to submit audits to, and agree to investigation by, the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.

SECTION VII. BUDGET:

SOURCE OF FUNDS: CFDA #:93.018

DUNS NUMBER: 103110834

SECTION VIII. SPECIAL PROVISIONS: N/A

2012-040814-001

Categorical Budget:

PERSONNEL	$0.00
FRINGE BENEFITS	$0.00
TRAVEL	$0.00
EQUIPMENT	$0.00
SUPPLIES	$4,500.00
CONTRACTUAL	$1,500.00
OTHER	$4,000.00
TOTAL DIRECT CHARGES	$10,000.00
INDIRECT CHARGES	$0.00
TOTAL	$10,000.00
DSHS SHARE	$10,000.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $10,000.00

Financial status reports are due: 07/02/2012

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

March 21, 2012

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$10,000.00	2012-040814-001 NIIW CFDA#93.018

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

3/22/12
Date

HIDALGO COUNTY DISTRICT JUDGES

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

DATE: March 27, 2012

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 2-1293-441-00-340-043-2-XXX NIIW

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Supplies		
2-1293-441-00-340-043-2-603	NIIW - Educational/Instructional Supplies	$ 4,500.00
Contractual		
2-1293-441-00-340-043-2-320	NIIW - Professional Services	$ 1,500.00
Other		
2-1293-441-00-340-043-2-350	NIIW - Other Services	$ 3,500.00
2-1293-441-00-340-043-2-441	NIIW - Rental of Land and Buildings	$ 500.00
	TOTAL APPROPRIATION	$ 10,000.00
2-1293-331-12-340-043-2-000	NIIW - Revenue	$ 10,000.00
	TOTAL APPROPRIATION	$ 10,000.00

REASON: To appropriate the National Infant Immunization Week award.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S CC DATE ATTEST CO. CLERK

AI-31464 **10. G.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Eddie Olivarez

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to accept the Memorandum of Agreement between Hidalgo County and the University of Texas Health Science Center at San Antonio for the CDC sponsored Tuberculosis Trials Consortium research studies. The aim of this Agreement is to establish an agreement for the exchange of information and for cooperative research between both institutions in the field of reportable communicable diseases.

BACKGROUND

This Agreement is a continuance of the previous Agreement that ends on March 31, 2012. New term is from April 1, 2012 through March 31, 2013.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** n/a

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

BUDGETARY IMPACT:

No fiscal impact to Hidalgo County.
No monetary exchange between both institutions;

Attachments

email
MOU

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/14/2012 08:41 AM
Manuel Chapa	Manuel Chapa	03/16/2012 09:42 AM
Purchasing Department	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Mike Escaname Started On: 03/14/2012 07:59 AM

Final Approval Date: 03/19/2012

Mike Escaname

From: Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Thursday, March 22, 2012 11:00 AM
To: 'Mike Escaname'
Cc: eddie.olivarez@hchd.org; josie.escalante@hchd.org
Subject: RE: Request for Review - MOU Between HC and University of Texas Health Science Center
Attachments: MOU Between HC and Univ of Texas 031412-revised.docx

Mike,

I made one revision to the signature line (attached). Otherwise, I have reviewed the agreement and approve as to form.

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: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Wednesday, March 14, 2012 9:06 AM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: eddie.olivarez@hchd.org; josie.escalante@hchd.org
Subject: Request for Review - MOU Between HC and University of Texas Health Science Center

Good Morning Josephine:

Attached, please find a MOU between Hidalgo County & the University of Texas Health Science Center that requires legal review;

We are presenting this MOU to Commissioner's Court on 03/27/2012 since its up for renewal.

I believe you reviewed the previous MOU that was approved by CC last year on 04/12/2011 (reference AI-26118).

We'd appreciate if you can let us know if you approve or have any concerns with the wording in it.

Thanks Josephine,

Mike Escaname

Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St
Edinburg, Texas 78539
956-383-6221

STATE OF TEXAS §
§
COUNT OF HIDALGO §

MEMORANDUM OF AGREEMENT BETWEEN
HIDALGO COUNTY AND THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT SAN ANTONIO

This Memorandum of Agreement is made on this _____ day of _____ 2012 by and between **HIDALGO COUNTY** by and through its Department of Health and Human Services hereinafter referred to as "COUNTY", with administrative offices located at 1304 S 25th, Edinburg, TX 78539, and THE **UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO, a component institution of The University of Texas System,** by and through the Department of Medicine/Division of Infectious Diseases herein referred to as "UTHSCSA", located at 7703 Floyd Curl Drive, Mail Code 7828, San Antonio, Texas 78229-3900.

The aim of this Agreement is to establish an agreement for the exchange of information and for cooperative research between both institutions in the field of reportable communicable diseases.

I. PROVISIONS OF SERVICES

The COUNTY coordinates directly for health services to patients with reportable communicable diseases from Hidalgo County, and therefore has information of the characteristics of the patient and access to data on the strain(s) of infectious agents that has infected them. The faculty at UTHSCSA has developed a comprehensive research program in tuberculosis, latent tuberculosis infection and other infectious diseases.

Through this Agreement the parties shall develop by a cooperative agreement the following:

1. Evaluation of standard and new tests to detect early infection. The aim of this collaboration is to evaluate treatment regimens for tuberculosis (TB) and latent tuberculosis infection (LTBI) and laboratory assays that can help predict if an individual is in the early stages of active disease or how effective the treatment has been. The results will benefit the Mexican-American community that is vulnerable to contracting infectious diseases by:

A. Developing and implementing new treatments for TB and LTBI that are effective, safe and tolerable;

B. Providing diagnostic tools that can detect early infection, before the infection is spread to other individuals in the community; and

C. Providing an additional tool to complement the current standard methods of detection for infectious diseases.

Studies on the nature of the association between reportable communicable diseases environmental, behavioral and health factors. These studies will benefit all patients with reportable diseases on the U.S.-Mexico border by providing information to the COUNTY, the public, and health providers. For each study, the UTHSCSA Principal Investigator will forward a written narrative describing the study to the COUNTY Health Administrator. An **APPENDIX OF**

CURRENT TBTC STUDIES is attached to this Memorandum of Agreement. The COUNTY, through the Health Administrator, may refuse to participate in a particular new study upon written notice to UTHSCSA.

The participation of COUNTY in this initiative shall consist of the following:

1. Provide UTHSCSA researchers with information on the patients thought to be infected with a reportable communicable disease, as well as individuals at high risk of contracting the infection.

2. Thereafter the Texas Department of State Health Services physician, Richard Wing, MD, will inform the patient about the study, and request his/her authorization to have the UTHSCSA researchers provide further details.

3. Facilitate the administration of new treatments for TB and LTBI provided by UTHSCSA researchers to enrolled patients.

4. Provide UTHSCSA researchers with retrospective and prospective data for analysis and publication on infectious disease trends in COUNTY.

The participation of UTHSCSA in this initiative shall consist of the following:

1. UTHSCSA researchers will explain the study to the patient and invite him/her to participate. If the patient voluntarily decides to do so, he/she will sign the informed consent document and HIPPA authorization form approved by the Department of State Health Services (DSHS) Committee for the Protection of Human Subjects.

2. Specimen collection will be taken from the Consenting Patient based upon the nature of the disease at a scheduled time and place agreed to between the Consenting Patient and the UTHSCSA researcher.

None of the studies will put the Consenting Patient at any unnecessary risk. Potential risks to the patient associated with the research study are described in detail in the study Informed Consent Document and will be explained to the patient prior to asking him/her to agree to participation in the study.

II. TERM OR AGREEMENT

The term of this Agreement will begin on the April 01, 2012 and end on March 31, 2013.

III. COMPENSATION

COUNTY will receive no reimbursement from UTHSCSA for any services provided. UTHSCSA will receive no reimbursement from COUNTY for any services provided.

IV. CONFIDENTIALITY

This collaborative work requires the mutual sharing of certain information made confidential by the statute at Texas Health and Safety Code §81.046, specifically, reports, records, and information relating to cases or suspected cases of diseases. This information is disclosed by

COUNTY only to assist UTHSCSA researchers; in compliance with statutory duties under Chapter 81 of the Health and Safety Code. These are the control of communicable disease (§81.081), investigation of the causes of communicable disease and methods of prevention (§81.061), and to prevent the introduction of communicable disease into this state (§81.021).

COUNTY requires that any individual who will view or handle the confidential information to comply with this confidentiality agreement. Therefore, COUNTY and UTHSCSA; agree that:

1. The confidential information shall be disclosed only for the purpose for which it was received.

2. The information shall be labeled as confidential.

3. The confidential information shall be kept securely.

4. The number of copies made of the confidential information or the notes taken from the confidential information that implicate the confidential nature of the information shall be controlled and all copies or notes that are not destroyed shall remain confidential and subject to the confidentiality agreement.

5. The confidential information shall not be re-disclosed to any other party or individual (other than the parties and individuals who have signed this agreement) for any purposes whatsoever.

None of these studies will result in extra cost for the COUNTY. None of the studies will put the Consenting Patient at any unnecessary risk. Potential risks to the patient associated with the research study are described in detail in the study Informed Consent Document and will be explained to the patient prior to asking him/her to agree to participation in the study.

V. NOTICES

All notices or other writing required under this Agreement shall be deemed to have been made when sent by certified or registered mail, return receipt request, to the following address:

TO UTHSCSA:
Department of Medicine/Division of Infectious Diseases
Attn: Marc Weiner, MD
7703 Floyd Curl Drive, Mail Code 7881
San Antonio, Texas 78229-3900

TO COUNTY:
Hidalgo County Health Department
Attn: Mr. Eduardo Olivarez
1304 S 25th
Edinburg, TX 78539

With a copy to:
Chris G. Green, CPA
UTHSCSA
Office of Sponsored Programs
7703 Floyd Curl Drive, MSC 7828
San Antonio, Texas 78229-3900

V. TERMINATION

This Agreement may be terminated by either party by giving thirty (30) days written notice via certified mail, return receipt requested to the other party hereto of the intention to terminate.

VI. LAW GOVERNING VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

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

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

Chris G. Green, CPA
Director, Sponsored Programs

Marc Weiner, MD
TB Study Principal Investigator

HIDALGO COUNTY TEXAS

Ramon Garcia, Hidalgo County Judge

ATTEST:

Arturo Guajardo, JR. Hidalgo County Clerk

APPROVED AS TO FORM:

By: Josephine Ramirez Solis

Hidalgo County Assistant District Attorney
County Affairs

APPENDIX OF CURRENT TBTC STUDIES:

1. STUDY 26 – *"The Effectiveness and Tolerability of Weekly Isoniazid and Rifapentine for Three Months vs. Daily Isoniazid for Nine Months for the Treatment of Latent Tuberculosis Infection".*

Sponsored by: CDC/Tuberculosis Trials Consortium (TBTC)
Initiated: 1/1/2003
Enrollment of new subjects was closed on 12/17/2010.
Currently enrolled subjects remain in study therapy phase and follow-up phase.

This study is the largest TBTC study conducted to date with enrollment of approximately 8,600 subjects, including adults and children 2 years of age and older. Young children are the highest priority in the contact investigation following diagnosis of pulmonary TB in an adult as they have an increased risk of progressing to severe forms of TB, such as meningitis or miliary disease, following exposure.

The standard treatment regimen for latent TB infection is a 9 month course of isoniazid at 300 mg taken daily by self-administration (total of 270 doses). The experimental treatment regimen was a 3 month course of rifapentine at 15 mg/kg/dose plus isoniazid at 15 mg/kg/dose taken by direct observed therapy once weekly (total of 12 doses). Over 4000 adults and children with latent TB infection received the rifapentine arm in TBTC Study 26, with a lower rate of discontinuation and lower rate of hepatotoxicity than in the standard regimen.

It is estimated that approximately one-third of the world's population (2 billion people), are infected with *Mycobacterium tuberculosis*, 7-8 million new cases of active tuberculosis (TB) occur each year, and that approximately 1.5 million people die of TB each year, making it the second most common infectious cause of death in the world. Most cases of active TB result from activation of *M. tuberculosis* infection among latently infected persons. While INH preventive therapy (nine months of daily INH) is highly efficacious and inexpensive, its use is limited by poor adherence with the long duration of therapy. Due to this key limitation, the development of alternative, shorter regimens has become a priority.

2. STUDY 29 – *"Evaluation of a Rifapentine-Containing Regimen for Intensive Phase Treatment of Pulmonary Tuberculosis".*

Sponsored by: CDC/Tuberculosis Trials Consortium (TBTC)
Initiated: MAIN study 12/8/2008; EXTENDED study 11/3/2011
Enrollment of patients in the MAIN study was initiated 12/8/2008 and closed on 11/9/2010.
Enrollment of patients in the EXTENDED study remains open.

The MAIN Study 29 protocol compared the standard treatment regimen of rifampin at 10 mg/kg/dose to an experimental treatment regimen of rifapentine at 10 mg/kg/dose and each treatment arm included isoniazid, ethambutol, and pyrazinamide. Study medications were taken 5 of 7 days per week during the first 2 months of treatment in adults with AFB smear positive,

suspected pulmonary *M. tuberculosis*. All study medications are provided by the CDC and are U.S. Food and Drug Administration (FDA) approved. Study 29 was reviewed by the DSMB for safety six times and the study was allowed to proceed.

An amendment of the MAIN Study 29 protocol, Study 29 EXTENDED (29X), evaluates three investigational treatment regimens with higher doses of rifapentine at 10 mg/kg/dose, 15 mg/kg/dose, or 20 mg/kg/dose compared to a standard control treatment regimen with rifampin at 10 mg/kg/dose. Each treatment regimen also includes isoniazid, pyrazinamide, and ethambutol. All treatment regimens are taken once daily, 7 of 7 days per week, during the first 2 months of treatment in adults with AFB smear positive, suspected pulmonary *M. tuberculosis*. The scientific rationale for selection of regimens and rifapentine dosing is to find the highest rifapentine dose that has an acceptable safety and tolerability profile in human subjects. Preclinical work with the mouse model of TB has shown a clear dose-response relationship between rifapentine dose and anti-tuberculosis activity at doses higher than 10 mg/kg/dose. The overall study goal, design, population, and eligibility criteria are unchanged from the MAIN Study 29 protocol. Enrollment in Study 29X was initiated in November 2011.

New TB treatment regimens are needed to shorten and/or simplify treatment of drug susceptible tuberculosis. Current 6-month duration TB treatment regimens are associated with unacceptably high rates of treatment default under program conditions, contributing to individual morbidity and mortality, disease transmission, and drug resistance. Highly potent regimens of shorter duration may facilitate treatment completion and direct observation of treatment, thereby improving individual and public health.

3. STUDY 29X PK – *"TBTC Study 29X PK intensive sampling [7 samples over 24 hours] or sparse sampling [3 samples over 9 hours] Pharmacokinetic and pharmacodynamic studies of efficacy, tolerability and safety of higher dosage rifapentine for treatment of tuberculosis".*

Sponsored by: CDC/Tuberculosis Trials Consortium (TBTC)
Initiated: 12/7/2011
Enrollment is pending.

This is a one-period, non-blinded, multi-center pharmacokinetic sub-study of rifapentine and rifampin in patients with tuberculosis enrolled in Tuberculosis Trials Consortium (TBTC) Study 29 EXTENSION (29X).The study aims to characterize the pharmacokinetic parameters of rifapentine and the rifapentine metabolite (25-desacetyl rifapentine) in patients being treated for TB with 10, 15 or 20 mg/kg of rifapentine. The study includes two sampling groups, one that will collect 7 (intensive) timed blood samples and one that will collect 3 (sparse) timed blood samples. At the Edinburg Pulmonary Clinic of Hidalgo County Health Department patients will participate in the sparse sampling (3 timed blood samples) arm only.

While developmental pharmacokinetic (PK) and pharmacodynamic (PD) studies are routinely performed for new drugs, there are few clinical PK and PD studies of currently licensed tuberculosis (TB) drugs. Notably, detailed knowledge of PK/PD relationships can markedly

accelerate drug development for antimicrobial agents. A better understanding of PD relationships of antimycobacterial drugs could accelerate the difficult task of going from many possible combinations of drugs, doses, and drug combinations to the few that can be evaluated in large Phase 3 studies.

4. ePAT – *"Expression in Pneumonia and Tuberculosis (ePAT): A Longitudinal Study of Host gene Expression During Treatment of Latent and Active Tuberculosis".*

Sponsored by: Colorado Clinical and Translational Sciences Institute - funding from the Clinical and Translational Science Award (CTSA) initiative of the National Institutes of Health (NIH).
Initiated: 3/25/2011
Enrollment remains open.

The e-PAT study focuses on identifying "expression profiles" or markers from whole blood and extraction of peripheral blood mononuclear cells (PBMC) for diagnosis of TB and LTBI and risk of progression of LTBI to disease.

The inadequacy of currently-available diagnostic tests is a critical barrier to controlling TB, which remains an ongoing, world-wide public health crisis. Analysis of gene expression may identify profiles or "molecular signatures" that mark disease state or risk. Discovery of TB and LTBI-specific expression profiles and characterization of how these expression profiles change during the course of treatment would have important implications for understanding TB epidemiology and pathogenesis.

5. NAA STUDY – *"A Pilot Study to Evaluate Nucleic Acid Amplification Tests to Predict Relapse of Tuberculosis and to Monitor the Effectiveness of Treatment".*

Sponsored by: CDC/Tuberculosis Trials Consortium (TBTC)
Initiated: 1/2001
Co-enrollment of patients in TBTC treatment studies is currently on hold but may resume in the future.

The NAA Study is a blinded, retrospective evaluation of specimens and clinical, radiographic and microbiologic data obtained from patients with suspected or culture-confirmed pulmonary TB who are co-enrolled and have started on treatment for tuberculosis in a TBTC treatment study.

There are currently no surrogate markers which accurately predict which patients are more likely to relapse following curative treatment. The medical and economic benefits would be significant if accurate prediction of relapse of TB were possible. Identification of prognostic criteria to stratify relapse risk would also be invaluable to the design of future therapy trials. A surrogate marker of treatment success might also permit more rapid and efficient conduct of therapy trials, shortening significantly the total duration of these long and costly studies.

6. Study 34 – *"A5295 - Evaluation of Xpert MTB/RIF Assay for the Rapid Identification of TB and TB Rifampin Resistance in HIV-Infected and HIV-Uninfected Pulmonary TB Suspects".*

Sponsored by: The National Institute of Allergy and Infectious Diseases
Initiated: 4/2012
Enrollment is pending.

This observational MTB diagnostics evaluation study is a longitudinal study of pulmonary TB suspects, both HIV-infected and HIV-uninfected. Mycobacterial culture is currently the gold standard for tuberculosis diagnosis. However, TB culture is an imperfect standard that can fail to capture true cases of pulmonary TB due to killing of mycobacteria during the decontamination process or imperfect culture methods. All study participants will have two sputum samples evaluated by conventional acid-fast bacillus (AFB) smear with fluorescent staining and two TB cultures (each with both solid and liquid media). Also as part of study evaluations, two contemporaneous sputum samples will be submitted for Xpert MTB/RIF testing. When results from all of the above-mentioned tests are available (at or about week 12), review of the results will be conducted at the site level. Participants will not be required to return to the clinic as part of this review. No treatment is provided through this study. Any TB treatment the participant receives will be administered by the local TB control facilities or per a co-enrolled clinical trial.

Early detection of TB and drug resistant TB is essential to global TB control. One of the most promising rapid TB diagnostic platforms under development is the Cepheid Xpert MTB/RIF assay, a fully automated molecular test which permits simultaneous identification of TB infection and rifampin (RIF) resistance and which has the European Union's CE mark. The Xpert MTB/RIF is run on direct patient samples, thereby avoiding the delay, cost, and potential risk to laboratory workers associated with mycobacterial culture. Advantages of this system are the rapidity of results, simultaneous provision of TB diagnosis and evaluation for RIF resistance, little to no technical expertise required to run the assay, and a self-contained, non-aerosol-generating system that greatly reduces the likelihood of cross contamination or exposure of laboratory personnel. RIF resistance is highly associated with the presence of INH resistance and therefore serves as a marker or indication of MDR tuberculosis.

There are limited data on the performance of the Xpert MTB/RIF in low prevalence TB setting, where rifampin resistance is lower and the use will be targeted more for exclusion of TB, highlighting the need for robust specificity and negative predictive value. To evaluate the Xpert test characteristics in a low TB prevalence setting, the majority of study enrollment (70%) will be US study participants.

AI-31438 **10. H.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Eddie Olivarez

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting authorization for Hidalgo County to execute the Interlocal Cooperation Agreement between Hidalgo County and Willacy County. The purpose of the Interlocal Cooperation Agreement is to transfer to Willacy County items listed in Appendix A for the purpose of fulfilling the goals of the Lower Rio Grande Valley Development Council's regional efforts to emergency response.

BACKGROUND

Items in Appendix A were purchased by LRGVDC with FY 2010 Metropolitan Medical Response System grant funds and were delivered to Hidalgo County Health & Human Services Dept. (reference AI-29993, 12/20/11)

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No fiscal impact; Items were purchased by LRGVDC using FY 2010 MMRS grant funds.

Attachments

Approval email

Interlocal

Property Transfer Agreements

Form Review

Inbox	Reviewed By	Date
Budget & Management	Erika Zamora	03/09/2012 04:13 PM
Purchasing Department	Angela Garcia	03/19/2012 09:40 AM
Mike Escaname (Originator)	Mike Escaname	03/21/2012 07:11 AM
Manuel Chapa	Manuel Chapa	03/21/2012 10:08 AM

Form Started By: Mike Escaname Started On: 03/09/2012 03:48 PM

Final Approval Date: 03/21/2012

Mike Escaname

From: Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Friday, March 09, 2012 8:55 AM
To: 'Mike Escaname'
Subject: RE: MOU Between Hidalgo County & Willacy County for MMRS FY 2010 Grant Equipment
Attachments: FY 2010 MMRS Interlocal Agreement - Hidalgo and Willacy County.docx

Mike,

I changed the language on the agreement. The revised document is attached.

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: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Thursday, March 08, 2012 10:45 AM
To: josephine.ramirez@da.co.hidalgo.tx.us
Subject: MOU Between Hidalgo County & Willacy County for MMRS FY 2010 Grant Equipment

Hello Josephine:

(This is a different MOU from the one previously e-mailed to you yesterday) (This MOU is between Hidalgo County & Willacy County)

Attached, please find the following:

- FY 2010 MMRS Interlocal Agreement Between Hidalgo County & Willacy County
- Appendix A (Equipment List)
- Appendix B (Federal Grant Award Number)
- Appendix C (Grant Terms & Conditions)
- SSA Permanent Property Transfer Record Agreement

We will present to our Hidalgo County Commissioner's Court and then forward to Willacy County for signature.

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

Thanks Josephine.

Mike Escaname

Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St
Edinburg, Texas 78539
956-383-6221

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY and WILLACY COUNTY
(FY2010 MMRS – Willacy County Public Health Regional Preparedness Equipment)

This Agreement made on this _____day of _____, 2012, by and between the **HIDALGO COUNTY** hereinafter referred to as "Hidalgo County," and **WILLACY COUNTY,** hereinafter referred to as the "Willacy County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County is a form of county government in Edinburg, Texas;

WHEREAS, Willacy County is a form of county government in Raymondville, Texas;

WHEREAS, Lower Rio Grande Valley Development Council (LRGVDC) is a Regional Planning Agency formed under Texas Law;

WHEREAS, LRGVDC, Hidalgo County and Willacy County, each pursuant to its statutory and constitutional authority, are responsible for the safety of the citizens within their respective boundaries, and are desirous that the necessary equipment and services are available;

WHEREAS, LRGVDC applied for and received grants for the equipment from the Metropolitan Medical Response System (MMRS) through the FY2010 Homeland Security Grant Program (HSGP), hereinafter referred to as the "FY 2010 MMRS Grant;"

WHEREAS, the Equipment was purchased by the LRGVDC through the FY 2010 MMRS Grant and delivered to the possession of Hidalgo County;

WHEREAS, the Equipment will remain the property of the Federal Emergency Management Agency (FEMA) and in LRGVDC's inventory records until February 28, 2016 or otherwise specified by the State Administrative Agency (SAA) at which time the Grant will be closed;

WHEREAS, the Lower Rio Grande Valley Region has the desire to combine resources for the purpose of increasing the region's ability to respond to all emergencies and disasters, natural and man-made, through Hidalgo County and Willacy County;

WHEREAS, Hidalgo County desires to transfer certain equipment as described in Appendix "A" attached hereto to Willacy County through a property transfer record agreement and according to LRGVDC and federal guidelines;

WHEREAS, Hidalgo County and Willacy County are authorized to enter into this

agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. In order to fulfill the goals of LRGVDC regional efforts to emergency response, the parties agree that the equipment described in Appendix "A" attached hereto, will be made readily available, region and state wide for the purpose of responding to both manmade and natural disasters if requested under mutual aid.

2. The parties understand that the FEMA will retain ownership of the equipment listed in Appendix "A" until February 28, 2016 or otherwise specified by the State Administrative Agency, at which time Willacy County through the Hidalgo County – LRGVDC permanent loan MOU will obtain ownership of the equipment.

3. Willacy County agrees to meet eligibility status upon receiving grant funded equipment and must maintain eligibility status in accordance with the SAA eligibility requirements.

4. Willacy County agrees to, at a minimum; provide the equivalent insurance coverage for all such equipment listed in Appendix "A".

5. Willacy County agrees to maintain and repair the equipment listed in Appendix "A" in good working condition for the life of the equipment and agrees to pay for any and all yearly maintenance agreements for equipment as applicable.

6. Willacy County agrees to notify Hidalgo County in writing within ten (10) days should equipment be lost, stolen, or otherwise made unusable.

7. Willacy County agrees to provide an annual accounting of the equipment to Hidalgo County for the purposes of grant reporting to LRGVDC.

8. Willacy County agrees, within 60 days of receiving equipment, to tag equipment with appropriate identification labels in accordance with Willacy County Procedures and grant guidance tag requirements. (Homeland Security Grant Equipment and Grant Year, example: FY2010 HSGP/MMRS).

9. Willacy County and Hidalgo County agree to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to any parts or supplies needed to maintain operability of equipment.

10. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there

is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, Appendix B – Federal Grant Award Number 2010-SS-TO-008, and Appendix C – Terms and Conditions" of the FY2010 Homeland Security Grant Program (HSGP) prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent to bring them within the legal requirements and only during the times such conflict exists.

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

12. **Entire Agreement.** This Agreement contains the entire contract 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 Willacy County and Hidalgo County, and not otherwise.

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

14. **Governing Provisions.** This MOU shall be governed by and constructed in accordance with the laws of the State of Texas, and the obligations and undertakings of each of the parties to this MOU shall be performable in Willacy County, Texas. Willacy County shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment are listed below:

A. Administrative Requirements

1. OMB Circular A-102, State and Local Governments (10/14/94, amended 08/29/97)
2. OMB Circular A-87, State and Local Governments (05/04/95, amended 05/10/04)

B. Audit Requirements.

OMB Circular A-133, State, Local Governments and Non-Profit Organizations (06/24/97, includes revisions published in the *Federal Register* 06/27/03)

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

If to Hidalgo County:	Attention:	Honorable Ramon Garcia County Judge, Hidalgo County 1615 S. Closner Suite J Edinburg, TX. 78539
If to Willacy County:	Attention:	Honorable John F. Gonzales Jr. CountyJudge, Willacy County 576 W. Main St. Raymondville, Texas 78580

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

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

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

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

19. **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 any paragraph hereof.

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

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

22. **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.

23. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days' written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

24. **Indemnification Clause.** To the extent permitted by the Texas Constitution and Texas State Laws, each party shall indemnify and hold the other party, its affiliated entities, and their respective directors, officers, employees, agents, and representatives, harmless from and against any claims, liabilities, damages, and expenses arising out of the indemnifying party's act or omissions, or the acts omissions of the indemnifying party's employees, students, facility, staff, agents or representatives, under this MOU, excluding claims, liabilities, damages, expenses resulting from the negligence or willful misconduct of the other party, its employees, students, faculty, staff, agents or representatives.

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

County of Hidalgo

Honorable Ramon Garcia,
County Judge, Hidalgo County

County of Willacy

Honorable John F. Gonzales Jr.
County Judge, Willacy County

Attested by:

_____
Arturo Guajardo Jr.,
Hidalgo County Clerk

Appendix A

LRGVDC MMRS FY 2010 Funds - Equipment

	Hidalgo County Asset Tag No.	Description	Serial Number	Quantity	Cost	Extended Cost
1	55321	150-Gal Flat Bottom Portable Water Tank, 4812599093 Manufacturer # A-SPO150-RT / Model #41951592	No Serial #	1	300.04	300.04
2	55328	Cold Water Pressure Washer 5.0 HP, 2000PSI / Manufacturer # GC-2003-OMHB	10612964	1	412.78	412.78
3	55337, 55338	Tents (20 x 10) Eclipse II, HS Shelter / Manufacturer # H-CLF20	No Serial #	2	678.68	1,357.36
4	N/A	10" Polyester Zippered Sidewall for Tents, Manufacturer # H-10WCU	No Serial #	8	97.95	783.60
5	N/A	Fire Extinguisher Dry Chemical, ABC Manufacturer # PRO10TCM	No Serial #	3	42.28	126.84
6	N/A	Cross Cut Shredder, Manufacturer # X18, 030 570	No Serial #	2	188.56	377.12
7	N/A	First Aid Kit 50 Person, ANSI, Manufacturer # 242-AN	No Serial #	3	80.16	240.48
8	N/A	Booster Battery Charger, Manufacturer # 1YMN2A	No Serial #	1	109.83	109.83
					LRGVDC MMRS FY 2010 Funding Total	**$ 3,708.05**

Texas Department of Public Safety

2010 Sub-Recipient Award
for
Lower Rio Grande Valley Development COG

Date of Award
October 20, 2010

1. Sub-Recipient Name and Address	2. Prepared by: Seals, Freddie	3. SAA Award Number: 10-SR 99013-01

Executive Director Ken Jones, Jr.
Lower Rio Grande Valley Development COG
311 N. 15th
McAllen, TX 78501-4705

4. Federal Grant Information

Federal Grant Title:	**Homeland Security Grant Program (HSGP) Metropolitan Medical Response System (MMRS)**
Federal Grant Award Number:	2010-SS-T0-0008
Date Federal Grant Awarded to TxDPS:	August 1, 2010
Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdowns

MMRS Award Amount (Federal)

CFDA: 97.071

$317,419.00

Grant Period:

From:	To:
Aug 1, 2010	Jul 31, 2012

(The SAA must receive all invoices by the end of grant period)

6. Statutory Authority for Grant: This project is supported under Department of Homeland Security Appropriations Act, 2010 (Public Law 111-83).

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.2.8.9029.0

9. Agency Approval

Approving TxDPS Official:

Janice E. Bruno, Administrator
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

Janice E. Bruno

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:
Kenneth N. Jones, Jr.
Executive Director
Lower Rio Grande Valley Development Council

Signature of Sub-Recipient Official:

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:
74-1586916

12. Date Signed :
11/23/10

13. DUE DATE: December 4, 2010

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

2010 TERMS AND CONDITIONS

Instructions:

The Sub-recipient must:

1. *Fill in the contact information and sign the Sub-Recipient Award*
2. *Certify they have read and understand the Terms and Conditions by initialing the bottom of each page.*
3. *Fill in the contact information located on Page 4.*
4. *Certify to the statements provided in Exhibits A and B and C located at the back of this document by filling in contact information and signing both exhibits.*
5. *Return all documents to the SAA in accordance with the date provided in the transmittal letter and/or in the agreement.*

Parties to Sub-recipient Agreement

This Sub-recipient Agreement (includes the Sub-recipient Award and the Terms and Conditions) is made and entered into by and between the Department of Public Safety / State Administrative Agency, (DPS/SAA) an agency of the State of Texas, hereinafter referred to as "DPS/SAA," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, DPS/SAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2010 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and/or in the agreement Sub-recipient Agreement Award.

Sub-recipient must not assign or transfer any interest in this Sub-recipient Agreement without the express, prior written consent of the SAA.

Overview, and Performance Standards

All allocations and use of funds under this grant must be in accordance with the FY 2010 Guidelines and Application Kit for the Federal Grant Title specified on the Sub-recipient Agreement Award. All award Sub-recipients are required to have read, understood and accepted the FY 2010 Guidance and Application Kit as binding.

Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Regional Planning Group / Urban Area Working Group and/or by the State Administrative Agency (SAA) as applicable. The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement, Terms and Conditions and the following Exhibits located at the end of this document:

1. Assurance – Non-Construction Programs, hereinafter referred to as "**Exhibit A**"
2. Assurance – Construction Programs, hereinafter referred to as "**Exhibit B**"
3. Certification, hereinafter referred to as "**Exhibit C**"

Failure to Perform. In the event the Sub-recipient fails to implement the project(s) entered into the SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to DPS/SAA for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by DPS/SAA until repayment to DPS/SAA is made and any other compliance or audit finding is satisfactorily resolved.

Initial _____ Date 11/23/10

DPS/SAA Obligations

Measure of Liability. DPS/SAA shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by DPS/SAA under the DHS/FEMA grant programs. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by DPS/SAA under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

Sub-recipient shall contribute the match funds listed on the Sub-recipient Award page.

Excess Payments. The Sub-recipient shall refund to DPS/SAA any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by DPS/SAA or that DPS/SAA determines has resulted in overpayment to the Sub-recipient or that DPS/SAA determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to DPS/SAA within thirty (30) days after DPS/SAA requests such refund.

Suspension

In the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, DPS/SAA may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

DPS/SAA's Right to Terminate. DPS/SAA shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever DPS/SAA determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. DPS/SAA shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Appeal will be made to the Deputy Director of Homeland Security, Department of Public Safety.

Enforcement

In taking an enforcement action, the awarding agency will provide the sub-recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the sub-recipient is entitled under any statute or regulation applicable to the action involved.

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Conflict of Interest

No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Monitoring

Sub-recipients will be monitored periodically by federal or state agencies, both programmatically and financially, to ensure that project goals, objectives, performance requirement, timelines, milestone completion, budget, and other related program criteria are being met.

DPS/SAA reserves the right to perform periodic office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, DPS/SAA shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Section.

Audit

Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply, as applicable, with Texas Government Code, Chapter 783, 1 TAC 5.141.et.seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

DPS/SAA's Right to Audit. DPS/SAA reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit DPS/SAA or its authorized representative to audit the Sub-recipient's records. The sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to DPS/SAA for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to DPS/SAA of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/SAA may require of the Sub-recipient. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

Other Requirements

A. During the performance period of this grant, Sub-recipients must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM) . This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

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B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of the grant.

C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

D. During the performance period, the Sub-recipient must be a registered user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing $5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

E. Sub-recipients must submit Fiscal Year 2010 Indirect Cost Allocation Plan signed by Cognizant Agency - "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 CFR part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the SAA FY 10 COG Statement of Work.

G. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The sub-recipient agrees to consult with DPS/SAA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

Closing the Grant

A. The Sub-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the sub-recipient agreement.

B. DPS/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, DPS/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, DPS/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

C. At the completion of the sub-recipient's performance period, DPS/SAA will de-obligate all uncommitted / unexpended funds.

Restrictions, Disclaimers and Notices

A. In cases where local funding is established by a COG or UASI, governing board, the release of funds by DPS/SAA is contingent upon funding allocation approval by the governing board.

B. Notwithstanding any other agreement provisions, the parties hereto understand and agree that DPS/SAA's obligations under this agreement are contingent upon the receipt of adequate funds to meet DPS/SAA's liabilities hereunder, except as required by IECGP and HSGP grants. DPS/SAA shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

C. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to the Point of Contact listed for the sub-recipient in the SAA Grants Management System shall be deemed received the following business day.

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DPS/SAA Contact Information
Deputy Director, Homeland Security Texas Department of Public Safety State Administrative Agency P.O. Box 4087 Austin, TX 78773-0220

Sub-Recipient Contact Information (Please Fill-In Contact Information below)
Name: Kenneth N. Jones, Jr. Title: Executive Director Agency: LRGVDC Address: 311 N. 15TH ST. McAllen, TX 78501

Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with the most recent version of all applicable Laws and Regulations. A non-exclusive list is provided below

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

B. Cost Principles

1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 C.F.R. Part 220, Cost Principles for Education Institutions (OMB Circular A-21)
3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations

C. Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

D. Sub- recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

E. The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FY2010 Grant Program Guidance and Application Kit.

F. The recipient must provide information to FEMA to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. The recipient must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances.

Recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may not be eligible for grant funding.

G. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated in State Administrative Agency Information Bulletins, and Texas Uniform Grants Management Standards (UGMS).

H. The sub-recipient(s) must, in addition to the assurances, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of the award, and the approved application.

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Retention and Accessibility of Records

Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective, including program requirements and financial obligations, or the period of time required by other applicable laws and regulations. Sub-recipient shall comply with 44 CFR Section 13.42 and UGMS §-__.42

Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/SAA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, , and Texas Government Code Chapter 552.

Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Legal Authority

Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

Conflicts in Requirements. If conflict exists between federal, state, or local requirements, the sub-recipient shall comply with the strictest requirement. .

Notice of Litigation and Claims

The Sub-recipient shall give DPS/SAA immediate notice in writing of any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out of the performance under this Sub-recipient agreement

Except as otherwise directed by DPS/SAA, the Sub-recipient shall furnish immediately to DPS/SAA copies of all documentation or pleadings received by the Sub-recipient with respect to such action or claim.

Non-Waiver of Defaults

ANY FAILURE OF DPS/SAA, AT ANY TIME, TO ENFORCE OR REQUIRE THE STRICT KEEPING AND PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT WILL NOT CONSTITUTE A WAIVER OF SUCH PROVISION, AND WILL NOT AFFECT OR IMPAIR SAME OR THE RIGHT OF DPS/SAA AT ANY TIME TO AVAIL ITSELF OF SAME. A WAIVER DOES NOT BECOME EFFECTIVE UNLESS DPS/SAA EXPRESSLY AGREES TO SUCH WAIVER IN WRITING. ANY PAYMENT BY DPS/SAA SHALL NOT CONSTITUTE A WAIVER OR OTHERWISE IMPAIR OR PREJUDICE ANY RIGHT, POWER, PRIVILEGE, OR REMEDY AVAILABLE TO DPS/SAA TO ENFORCE ITS RIGHTS, AS SUCH RIGHTS, POWERS, PRIVILEGES, AND REMEDIES ARE SPECIFICALLY PRESERVED.

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Indemnity

AS PERMITTED BY LAW, SUB-RECIPIENT SHALL INDEMNIFY, DEFEND AND HOLD DPS/SAA AND THE STATE OF TEXAS (INCLUDING ITS DIRECTORS, COMMISSIONERS, EMPLOYEES, AGENTS AND THEIR SUCCESSORS) ("INDEMNITEES") HARMLESS FROM AND AGAINST ANY OF THE FOLLOWING THAT ARISE OUT OF OR RESULT FROM SUB-RECIPIENT'S NEGLIGENCE (ANY AND ALL), FAULT, ACT, FAILURE TO ACT, OMISSION, BREACH OF THIS AGREEMENT OR VIOLATION OF ANY STATE OR FEDERAL LAW AND/OR REGULATION, AS WELL AS ANY VIOLATION OF ANY MATTER MADE THE BASIS OF A TREATY AND/OR CONVENTION AND/OR AGREEMENT BETWEEN THE UNITED STATES AND ANOTHER NATION: CLAIMS; LAWSUITS; DAMAGES; LIABILITIES; PENALTIES; TAXES; FINES; INTEREST; EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, INVESTIGATION COSTS AND ALL DIRECT OR INDIRECT COSTS OR EXPENSES INCURRED IN DEFENDING AGAINST ANY CLAIM, LAWSUIT, OR OTHER PROCEEDING, INCLUDING THOSE EXPENSES INCURRED IN ANY NEGOTIATION, SETTLEMENT, OR ALTERNATIVE DISPUTE RESOLUTION); ANY AND ALL DAMAGES, HOWEVER CHARACTERIZED, SUCH AS DIRECT, GENERAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE RIGHTS PROVIDED THEREIN.

IN ANY AND ALL CLAIMS AGAINST ANY OF THE INDEMNITEES BY ANY EMPLOYEE OF THE SUB-RECIPIENT OR ANY EMPLOYEE OF ITS SUBCONTRACTOR(S), THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT WILL NOT BE LIMITED IN ANY WAY BY THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE SUB-RECIPIENT OR ANY OF ITS SUBCONTRACTOR(S) UNDER WORKER'S DISABILITY COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS.

SUB-RECIPIENT SHALL COORDINATE ITS DEFENSE AND ANY SETTLEMENT WITH THE ATTORNEY GENERAL FOR THE STATE OF TEXAS AS REQUESTED BY THE DPS/SAA. IN ANY SETTLEMENT, SUB-RECIPIENT MUST NOT MAKE ANY ADMISSION OF LIABILITY ON THE PART OF ANY OF THE INDEMNITEES.

THIS SECTION SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION, CONTRIBUTION OR RIGHT WHICH ANY OF THE INDEMNITEES HAVE BY LAW OR EQUITY.

THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Changes and Amendments

Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

Authority to Amend. During the period of this Sub-recipient agreement's performance DPS/SAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by DPS/SAA or FEMA in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. . In the event FEMA or DPS/SAA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

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Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas, and be governed by Texas Law.

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Special Conditions

2010 Operation Stonegarden (OPSG) Specific:

1) The recipient is prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (I) the appropriate Customs and Border Protection (CBP) Border Patrol (BP) Sector Headquarters (HQ); upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPETS) system to (2) the OPSG Coordinator, CBP/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD). Grant Development and Administration Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the State Administrative Agency (SAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington DC.

General:

1)

a) Provisions applicable to a sub-recipient that is a private entity.

i) You as a sub-recipient, your employees, may not:

(1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(2) Procure a commercial sex act during the period of time that the award is in effect: or

(3) Use forced labor in the performance of the award or sub-award under this award.

ii) We may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:

(1) Is determined to have violated a prohibition in paragraph 1a of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition of this award term through conduct that is either:

(a) Associated with performance under this award; or

(b) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.

b) Provisions applicable to a sub-recipient that is other than a private entity. We may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:

i) Is determined to have violated a prohibition in paragraph 1a of this award term; or

ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a1 of this award term through conduct that is either:

(1) Associated with performance under this award; or

(2) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.

c) Provisions applicable to any recipient:

i) You must inform us immediately of any information you received from any source alleging a violation of a prohibition in paragraph a1 of this award term.

ii) Our right to terminate unilaterally that is described in 1b or 2 of this section:

(1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g), and

(2) Is in addition to all other remedies for noncompliance that are available to us under this award.

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iii) You must include the requirements of 1a of this award term in any sub-award you make to a private entity.

d) Definitions. For purposes of this award term:

i) "Employee" means either:

(1) An individual employed by a sub-recipient who is engaged in the performance of the project or program under this award: or

(2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

iii) "Private entity" means:

(1) Any entity other than a State, local government, Indian Tribe, or foreign public entities, as those terms are defined in 2 CFR 175.25.

(2) Includes:

(a) A non-profit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2CFR 175.25(b).

(b) A for-profit organization

iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

2)

a) Classified national security information as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

b) No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information

c) Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch(ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.

d) Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS " Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 20089: EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are located at: http;//www.dhs/gov/xopnbiz/grants/index.shtm.

e) Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions.

Please fill in the appropriate information and sign.

Kenneth N. Jones, Jr.
Type Name of Authorized Official

Executive Director
Title

Lower Rio Grande Valley Development Council
Sub-recipient Organization

Signature of Authorized Official 11/23/10 Date

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EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

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

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Initial _____ Date 11/23/10

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

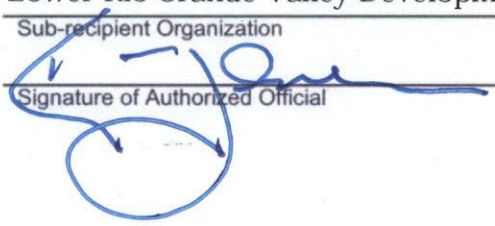
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Please fill in the appropriate information and sign.

Kenneth N. Jones, Jr.
Type Name of Authorized Official

Executive Director
Title

Lower Rio Grande Valley Development Council
Sub-recipient Organization



Signature of Authorized Official

11/23/10
Date

Initial Date 11/23/10

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

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

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based pain in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act(40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

Initial _____ Date 1/23/10

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

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

Please fill in the appropriate information and sign.

Kenneth N. Jones, Jr.
Type Name of Authorized Official

Executive Director
Title

Lower Rio Grande Valley Development Council
Sub-recipient Organization

Signature of Authorized Official — 11/23/10 Date

Initial _____ Date 11/23/10

Exhibit C

Certifications

The undersigned, Kenneth N. Jones, Jr. (print), as the authorized official of LRGVDC certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, of modification of any Federal contract, grant, loan, or cooperative agreement.
B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," in accordance with its instructions

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List http://www.window.state.tx.us/prc http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/

2. Have not within a three-year period preceding this agreement 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;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and

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

5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)

E. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Sub-recipient must comply with 2 CFR Part 180 Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.

G. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

H. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 CFR Part 17.

Initial _____ Date 11/23/10

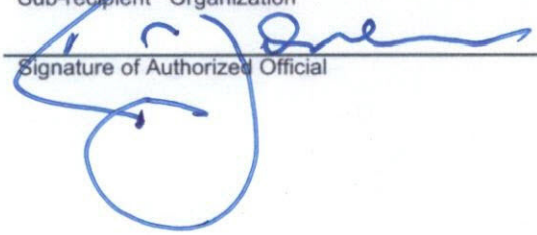
l. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Please fill in the appropriate information and sign.

Kenneth N. Jones, Jr.
Type Name of Authorized Official

Executive Director
Title

Lower Rio Grande Valley Development Council
Sub-recipient Organization



11/23/10
Signature of Authorized Official Date

Initial KJ Date 11/23/10

GRAINGER

PAGE 1 OF 1

ORIGINAL INVOICE

921 E. PECAN BLVD.
MCALLEN, TX 78501-5710
www.grainger.com

GRAINGER ACCOUNT NUMBER	827564972
INVOICE NUMBER	9689135755
INVOICE DATE	11/17/2011
DUE DATE	12/17/2011
AMOUNT DUE	21,180.92

SHIP TO
LOWER RGV DEVELOPMENT COU
1304 S 25TH AVE
EDINBURG, TX 78542-7205

PO NUMBER: 14323
CALLER: CAROLINA LEAL
CUSTOMER PHONE: (956) 682-3481
ORDER/DELIVERY#: 6180949466
INCO TERMS: FOB ORIGIN

BILL TO
MDG2010 00033228 1 MB 0390
LOWER RGV DEVELOPMENT COU
301 W RAILROAD ST
WESLACO, TX 78596-5104

THANK YOU !

FEI NUMBER 36-1150280

FOR ANY QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL 956-682-6321

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	BACK ORDERED	UNIT PRICE	TOTAL	
	41951592	150-GAL FLAT BOTTOM PORTABLE WATER TANK 4812599093 MANUFACTURER # A-SPO150-RT	3		300.04	900.12	
	41951593	IRONKEY FIC/EOC VERSION OF THE COORDINAT 4812599094 MANUFACTURER # CNIP IRONKEY	2		2,793.00	5,586.00	**
	41951594	DESKTOP FIC/EOC VERSION OF THE COORDINAT 4812599094 MANUFACTURER # CNIP DESKTOP	2		1,995.00	3,990.00	
	41965821	ECLIPSE II, 10X20 HS SHELTER 4812615463 MANUFACTURER # H-CLF20	10		678.68	6,786.80	
	41965822	SIDEWALL, 10FT FBRC CLR WHITE 4812615463 MANUFACTURER # H-10WCU	40		97.95	3,918.00	

NUMBER OF PKGS: 1 WEIGHT: 0.00
DATE SHIPPED: 11/17/2011
CARRIER: UNITED PARCEL SERV FRT

INVOICE SUB TOTAL 21,180.92

These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls.

PAYMENT TERMS NET 30 DAYS. PAY THIS INVOICE NO STATEMENT SENT. PAYABLE IN U.S. DOLLARS.

AMOUNT DUE 21,180.92

▲ **PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT.** ▲

BILL TO:
LOWER RGV DEVELOPMENT COU
301 W RAILROAD ST
WESLACO, TX 78596-5104

REMIT TO:
GRAINGER
DEPT. 827564972
P.O. BOX 419267
KANSAS CITY, MO 64141-6267

827564972968913575510021180921000000010000000100000011121734

X

ACCOUNT NUMBER	DATE	INVOICE NUMBER	**AMOUNT DUE**
827564972	11/17/2011	9689135755	21,180.92

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE.

GRAINGER

ORIGINAL INVOICE

921 E. PECAN BLVD.
MCALLEN, TX 78501-5710
www.grainger.com

GRAINGER ACCOUNT NUMBER	827564972
INVOICE NUMBER	9689135748
INVOICE DATE	11/17/2011
DUE DATE	12/17/2011
AMOUNT DUE	3,801.15

SHIP TO
LOWER RGV DEVELOPMENT COU
1304 S 25TH AVE
EDINBURG, TX 78542-7205

RECEIVED NOV

PO NUMBER:	14323
DEPARTMENT:	GRANT CODE 206911
PROJECT/JOB:	HIDALGO PUBLICHEALTH
CALLER:	VICTOR MORALES
CUSTOMER PHONE:	(956) 682-3481
ORDER/DELIVERY#:	6180948205
INCO TERMS:	FOB ORIGIN

BILL TO
MDG2010 00033228 1 MB 0390
LOWER RGV DEVELOPMENT COU
301 W RAILROAD ST
WESLACO, TX 78596-5104

THANK YOU !

FEI NUMBER 36-1150280

FOR ANY QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL 956-682-6321

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	BACK ORDERED	UNIT PRICE	TOTAL
	3WB97	PRESSURE WASHER MANUFACTURER # GC-2003-0MHB	3		412.78	1,238.34
	4T889	EXTINGUISHER,10 LB MANUFACTURER # PRO10TCM	9		42.28	380.52
	1DYZ6	PAPER SHREDDER,CROSS-CUT,18 TO 21 SHEETS MANUFACTURER # X18	6		188.56	1,131.36
	6XND8	FIRST AID KIT,PEOPLE SERVED 50,ANSI MANUFACTURER # 242-AN	9		80.16	721.44
	1YMN2	JUMP STARTER,BOOSTER/AIR COMPRESSOR MANUFACTURER # 1YMN2	3		109.83	329.49

For LRGVDC Finance Dept.
Approved Homeland Security
11/21/11
Date

NUMBER OF PKGS: 6 WEIGHT: 780.30
DATE SHIPPED: 11/17/2011
CARRIER: UNITED PARCEL SERV FRT

INVOICE SUB TOTAL 3,801.15

These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls.

PAYMENT TERMS NET 30 DAYS. PAY THIS INVOICE NO STATEMENT SENT. PAYABLE IN U.S. DOLLARS.

AMOUNT DUE 3,801.15

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT.

BILL TO:
LOWER RGV DEVELOPMENT COU
301 W RAILROAD ST
WESLACO, TX 78596-5104

REMIT TO:
GRAINGER
DEPT. 827564972
P.O. BOX 419267
KANSAS CITY, MO 64141-6267

827564972968913574810003801151000000010000000100000011121711

X

ACCOUNT NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
827564972	11/17/2011	9689135748	3,801.15

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE.

SDG Systems, LLC

330 Perry Highway
Suite 200
Harmony, PA 16037

Invoice

Date	Invoice #
11/3/2011	4945

Bill To	Ship To
Lower Rio Grande Valley Dev. Council Attn: Carolina 301 W. Railroad St. Weslaco, TX 78596	LRGVDC 301 W. Railroad St. Weslaco, TX 78596

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
14380	Net 30		11/3/2011	UPS		

Quantity	Item Code	Description	Price Each	Amount
2	RICOH-174393	Ricoh G700SE Camera with battery and charger (List $949) WN03103025 WN03101707	849.00	1,698.00T
2	RICOH-174533	Ricoh GP-1-GPS with Compass for G700SE Camera WP13102456 WP13102458	479.00	958.00T
2	SDSDQ-2048-A1...	San Disk 2GB Micro SD card	19.00	38.00T
2	DOL-WB-3590	Dolica WB-3590 medium camera case	25.00	50.00T
2	Wind-CA300	Ricoh G700SE Desktop DB-65 Battery Charger, includes 12 volt cigarette lighter adapter	20.00	40.00T
	Shipping Charge	Free Ground Shipping 1Z47Y30A0393495035	0.00	0.00

For LRGVDC Finance Dept.
Approved Homeland Security
Date

PAID

10/15/11

Upgrade due to discontinued 500SE series

Subtotal	$2,784.00
Sales Tax (0.0%)	$0.00
Total	$2,784.00
Balance Due	$2,784.00

Phone #	E-mail
1-724-452-9366	renee@sdgsystems.com

Texas Division of Emergency Management

State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: Hidalgo County
Name of Organization (Homeland Security Grant Sub-Recipient)

1615 S. Closner Edinburg, Texas 78539
Street/Mailing Address, City, County, Zip

Honorable Ramon Garcia, Hidalgo County Judge
Printed Name and Title

Signature Date

Transferred To: Willacy County
Name of Organization (Homeland Security Grant Sub-Recipient)

576 W. Main St Raymondville, Texas 78580
Street/Mailing Address, City, County, Zip

Honorable John F. Gonzales, Jr. Willacy County Judge
Printed Name and Title

Sign Here →

Signature Date

This is to certify that the property described below was acquired by the expenditure of:
FY2010 Metropolitan Medical Response System
(name and year of grant)
funds awarded to the above named Homeland Security Grant Sub-Recipient(Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being transferred

Item description:	(1 Qty) 150-Gal Flat Bottom Portable Water Tank
Item Control Number:	HC 55321
Serial Number/VIN:	N/A
Model Number:	41951592
Acquisition Date:	November 17, 2011
Unit Cost:	$300.04

This form is provided for the benefit of grant administration. GDEM/SAA cannot advise sub-recipients about the legality of any specific property transfers. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

Texas Division of Emergency Management

State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: Hidalgo County
Name of Organization (Homeland Security Grant Sub-Recipient)

1615 S. Closner Edinburg, Texas 78539
Street/Mailing Address, City, County, Zip

Honorable Ramon Garcia, Hidalgo County Judge
Printed Name and Title

Signature Date

Transferred To: Willacy County
Name of Organization (Homeland Security Grant Sub-Recipient)

576 W. Main St Raymondville, Texas 78580
Street/Mailing Address, City, County, Zip

Honorable John F. Gonzales, Jr. Willacy County Judge
Printed Name and Title

Sign Here →

Signature Date

This is to certify that the property described below was acquired by the expenditure of:
FY2010 Metropolitan Medical Response System
(name and year of grant)
funds awarded to the above named Homeland Security Grant Sub-Recipient(Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being transferred

Item description:	(1 Qty) Cold Water Pressure Washer 5.0 HP
Item Control Number:	HC 55328
Serial Number/VIN:	10612964
Model Number:	Manufacturer # GC-2003-OMHB
Acquisition Date:	November 17, 2011
Unit Cost:	$412.78

This form is provided for the benefit of grant administration. GDEM/SAA cannot advise sub-recipients about the legality of any specific property transfers. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

Texas Division of Emergency Management

State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: Hidalgo County
Name of Organization (Homeland Security Grant Sub-Recipient)

1615 S. Closner Edinburg, Texas 78539
Street/Mailing Address, City, County, Zip

Honorable Ramon Garcia, Hidalgo County Judge
Printed Name and Title

Signature Date

Transferred To: Willacy County
Name of Organization (Homeland Security Grant Sub-Recipient)

576 W. Main St Raymondville, Texas 78580
Street/Mailing Address, City, County, Zip

Honorable John F. Gonzales, Jr. Willacy County Judge
Printed Name and Title

Sign Here →

Signature Date

This is to certify that the property described below was acquired by the expenditure of:
FY2010 Metropolitan Medical Response System
(name and year of grant)
funds awarded to the above named Homeland Security Grant Sub-Recipient(Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being transferred

Item description:	(2 Qty) Tents (20x10) Eclipse II, HS Shelter
Item Control Number:	HC 55337, HC 55338
Serial Number/VIN:	N/A
Model Number:	Manufacturer # H-CLF20
Acquisition Date:	November 17, 2011
Unit Cost:	$678.68

This form is provided for the benefit of grant administration. GDEM/SAA cannot advise sub-recipients about the legality of any specific property transfers. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

Texas Division of Emergency Management

State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: Hidalgo County
Name of Organization (Homeland Security Grant Sub-Recipient)

1615 S. Closner Edinburg, Texas 78539
Street/Mailing Address, City, County, Zip

Honorable Ramon Garcia, Hidalgo County Judge
Printed Name and Title

Signature Date

Transferred To: Willacy County
Name of Organization (Homeland Security Grant Sub-Recipient)

576 W. Main St Raymondville, Texas 78580
Street/Mailing Address, City, County, Zip

Honorable John F. Gonzales, Jr. Willacy County Judge
Printed Name and Title

Sign Here →

Signature Date

This is to certify that the property described below was acquired by the expenditure of:
FY2010 Metropolitan Medical Response System
(name and year of grant)
funds awarded to the above named Homeland Security Grant Sub-Recipient(Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being transferred

Item description:	(8 Qty) 10" Polyester Zippered Sidewall for Tents
Item Control Number:	N/A
Serial Number/VIN:	N/A
Model Number:	Manufacturer # H-10WCU
Acquisition Date:	November 17, 2011
Unit Cost:	$97.95

This form is provided for the benefit of grant administration. GDEM/SAA cannot advise sub-recipients about the legality of any specific property transfers. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

Texas Division of Emergency Management

State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: Hidalgo County
Name of Organization (Homeland Security Grant Sub-Recipient)

1615 S. Closner Edinburg, Texas 78539
Street/Mailing Address, City, County, Zip

Honorable Ramon Garcia, Hidalgo County Judge
Printed Name and Title

Signature Date

Transferred To: Willacy County
Name of Organization (Homeland Security Grant Sub-Recipient)

576 W. Main St Raymondville, Texas 78580
Street/Mailing Address, City, County, Zip

Honorable John F. Gonzales, Jr. Willacy County Judge
Printed Name and Title

Sign Here →

Signature Date

This is to certify that the property described below was acquired by the expenditure of:
FY2010 Metropolitan Medical Response System
(name and year of grant)
funds awarded to the above named Homeland Security Grant Sub-Recipient(Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being transferred

Item description:	(3 Qty) Fire Extinguisher Dry Chemical
Item Control Number:	N/A
Serial Number/VIN:	N/A
Model Number:	Manufacturer # PRO10TCM
Acquisition Date:	November 17, 2011
Unit Cost:	$42.28

This form is provided for the benefit of grant administration. GDEM/SAA cannot advise sub-recipients about the legality of any specific property transfers. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

Texas Division of Emergency Management

State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: Hidalgo County
Name of Organization (Homeland Security Grant Sub-Recipient)

1615 S. Closner Edinburg, Texas 78539
Street/Mailing Address, City, County, Zip

Honorable Ramon Garcia, Hidalgo County Judge
Printed Name and Title

Signature Date

Transferred To: Willacy County
Name of Organization (Homeland Security Grant Sub-Recipient)

576 W. Main St Raymondville, Texas 78580
Street/Mailing Address, City, County, Zip

Honorable John F. Gonzales, Jr. Willacy County Judge
Printed Name and Title

Sign Here →

Signature Date

This is to certify that the property described below was acquired by the expenditure of:
FY2010 Metropolitan Medical Response System
(name and year of grant)
funds awarded to the above named Homeland Security Grant Sub-Recipient(Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being transferred

Item description:	(2 Qty) Cross Cutter Shredder
Item Control Number:	N/A
Serial Number/VIN:	N/A
Model Number:	Manufacturer # X18
Acquisition Date:	November 17, 2011
Unit Cost:	$188.56

This form is provided for the benefit of grant administration. GDEM/SAA cannot advise sub-recipients about the legality of any specific property transfers. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

Texas Division of Emergency Management

State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: Hidalgo County
Name of Organization (Homeland Security Grant Sub-Recipient)

1615 S. Closner Edinburg, Texas 78539
Street/Mailing Address, City, County, Zip

Honorable Ramon Garcia, Hidalgo County Judge
Printed Name and Title

Signature Date

Transferred To: Willacy County
Name of Organization (Homeland Security Grant Sub-Recipient)

576 W. Main St Raymondville, Texas 78580
Street/Mailing Address, City, County, Zip

Honorable John F. Gonzales, Jr. Willacy County Judge
Printed Name and Title

Sign Here →

Signature Date

This is to certify that the property described below was acquired by the expenditure of:
FY2010 Metropolitan Medical Response System
(name and year of grant)
funds awarded to the above named Homeland Security Grant Sub-Recipient(Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being transferred

Item description:	(3 Qty) First Aid Kit 50 Person
Item Control Number:	N/A
Serial Number/VIN:	N/A
Model Number:	Manufacturer # 242-AN
Acquisition Date:	November 17, 2011
Unit Cost:	$80.16

This form is provided for the benefit of grant administration. GDEM/SAA cannot advise sub-recipients about the legality of any specific property transfers. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

Texas Division of Emergency Management

State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: Hidalgo County
Name of Organization (Homeland Security Grant Sub-Recipient)

1615 S. Closner Edinburg, Texas 78539
Street/Mailing Address, City, County, Zip

Honorable Ramon Garcia, Hidalgo County Judge
Printed Name and Title

Signature Date

Transferred To: Willacy County
Name of Organization (Homeland Security Grant Sub-Recipient)

576 W. Main St Raymondville, Texas 78580
Street/Mailing Address, City, County, Zip

Honorable John F. Gonzales, Jr. Willacy County Judge
Printed Name and Title

Sign Here →

Signature Date

This is to certify that the property described below was acquired by the expenditure of:
FY2010 Metropolitan Medical Response System
(name and year of grant)
funds awarded to the above named Homeland Security Grant Sub-Recipient(Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being transferred

Item description:	(1 Qty) Booster Battery Charger
Item Control Number:	N/A
Serial Number/VIN:	N/A
Model Number:	Manufacturer # 1YMN2A
Acquisition Date:	November 17, 2011
Unit Cost:	$109.83

This form is provided for the benefit of grant administration. GDEM/SAA cannot advise sub-recipients about the legality of any specific property transfers. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

AI-31456 **10. I.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Eddie Olivarez

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting authorization to accept the Interlocal Cooperation Agreement between Cameron County and Hidalgo County. The purpose of the Interlocal Cooperation Agreement is to accept from Cameron County equipment listed in Appendix A for the purpose of fulfilling the goals of the Lower Rio Grande Valley Development Council's regional efforts to emergency response.
2. Approval of Certification of Revenue as certified by the County Auditor.

3. Approval of the Budget Appropriation in the amount of $55,042.75.

BACKGROUND

This agreement is to record the transfer to Hidalgo County equipment purchased by LRGVDC through the FY 2009 HSGP and delivered to Cameron County. Cameron County is transferring equipment to Hidalgo County.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1293-441-00-340-056-5-xxx

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

BUDGETARY IMPACT:

Equipment was purchased by LRGVDC through the FY 2009 HSGP and delivered to Cameron County.
Cameron County is transferring equipment to Hidalgo County.
No local matching funds required.
Revenue acct-->2-1293-331-12-340-056-5-000 LRGVDC HSGP Grant Revenue

Attachments

Budget Appropriation
email
Interlocal
Property Transfer Agreements
CERT OF REVENUES

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/13/2012 03:31 PM
Purchasing Department	Angela Garcia	03/19/2012 09:40 AM
Mike Escaname (Originator)	Mike Escaname	03/21/2012 07:38 AM
Manuel Chapa	Manuel Chapa	03/21/2012 12:29 PM

Form Started By: Mike Escaname Started On: 03/13/2012 01:00 PM

Final Approval Date: 03/21/2012

DATE: March 27, 2012

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 2-1293-441-00-340-056-5-XXX LRGVDC HSGP

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Equipment		
2-1293-441-00-340-056-5-748	LRGVDC HSGP - Other Equipment	$ 55,042.75
	TOTAL APPROPRIATION	$ 55,042.75
2-1293-331-12-340-056-5-000	LRGVDC HSGP - Grant Revenue	$ 55,042.75
	TOTAL APPROPRIATION	$ 55,042.75

REASON: To appropriate the grant equipment from the LRGVDC HSGP FY 09 program.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S CC DATE ATTEST CO. CLERK

Mike Escaname

From: Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Wednesday, March 07, 2012 3:06 PM
To: 'Mike Escaname'
Cc: eddie.olivarez@hchd.org
Subject: RE: MOU Between Cameron County & Hidalgo County for MMRS FY 2009 Grant Equipment

Mike,

The permanent loan form also needs to be executed. You can do that simultaneously or after the Interlocal is executed. Otherwise, I have reviewed the interlocal and approve 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

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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, March 07, 2012 11:49 AM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: eddie.olivarez@hchd.org
Subject: FW: MOU Between Cameron County & Hidalgo County for MMRS FY 2009 Grant Equipment

Hello Josephine:

Similarly to the MOU between LRGVDC & Hidalgo County that you reviewed and approved on 12/07/2011, attached is a MOU between Cameron County & Hidalgo County that we plan to place on CC for consideration and acceptance. (reference AI-29993, 12/20/11)

Attached please find:

FY 2009 MMRS Interlocal Agreement Between Cameron County & Hidalgo County

Appendix A – Equipment List
Appendix B – Federal Grant Award Number
Appendix C – Terms & Conditions

Background:
LRGVDC meets with various local governments and plan for emergency preparedness events; The various local governments submit their "wish list" of items / equipment they feel they need to respond to emergencies regarding public health.
LRGVDC applied for grants from the Homeland Security Dept. and then distributed the equipment which they bought with these grant monies to various LRGVDC local governments; The attached MOU is for equipment that the LRGVDC applied and received and distributed to Cameron County; Cameron County, in turn, is distributing some of the equipment to Hidalgo County.
I'm not sure why LRGVDC decided to process these grants this way but this is how they went about it.

Regarding the MOU Between LRGVDC and Hidalgo County mentioned above in the first sentence of this e-mail, we are in the process of drafting two MOUs; One between Hidalgo County & Cameron County and another between Hidalgo County and Willacy County so that we, too, can forward equipment that belongs to Cameron and Willacy from the items we (Hidalgo County) received through that MOU;

I'll forward those MOUs in separate e-mails later this week.

In the meantime, we'd appreciate if you can review the attached MOU and let us know if you approve or if you have any concerns with any of the wording.

We will present to our Hidalgo County Commissioner's Court and then forward to Cameron County for signature.

Also, as per Mr. Fidel Calvillo's email below, Cameron County's legal counsel has already reviewed the attached MOU and has approved it on their side.

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

Thanks Josephine.

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St
Edinburg, Texas 78539
956-383-6221

From: Fidel Calvillo [mailto:Fidel.Calvillo@talho.org]
Sent: Wednesday, March 07, 2012 11:14 AM
To: Mike Escaname
Cc: Benito Luna
Subject: RE: MOU Items - Questions - Revised Appendix A

Mike, we got the approval of the MOU. Attached is the MOU with Appendix A, B, and C. I kept the highlighted section you requested to be added. You can change it.

Let me know if you need anything else to get it executed by your Commissioner's Court.

Fidel J. Calvillo
CCDHHS

E-MAIL CONFIDENTIALITY STATEMENT: The contents of this e-mail message and any attachments are intended solely for the addressee(s) or entity and may contain confidential and/or legally privileged information. If you are not the intended recipient of this message of if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this messageand any attachment(s). If you are not the intended recepient, you are notified that any use, dissemination, distribution, copying, or storage of this message or any attachment(s) is strictly prohibited.

INTERLOCAL COOPERATION AGREEMENT
BETWEEN CAMERON COUNTY and HIDALGO COUNTY
(FY2009 MMRS Mass Fatality Project- 1 Fatality Trailer;
***2 Radios & Accessories; and 1 Mast with Antennas*)**

This Agreement made on this _____day of _____, 2012, by and between the **CAMERON COUNTY** hereinafter referred to as "Cameron County," and **HIDALGO COUNTY,** hereinafter referred to as the "Hidalgo County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County is a form of county government in Edinburg, Texas;

WHEREAS, Cameron County is a form of county government in Brownsville, Texas;

WHEREAS, Lower Rio Grande Valley Development Council (LRGVDC) is a Regional Planning Agency formed under Texas Law;

WHEREAS, LRGVDC, Cameron County, and Hidalgo County each pursuant to its statutory and constitutional authority, are responsible for the safety of the citizens within their respective boundaries, and are desirous that the necessary equipment and services are available;

WHEREAS, LRGVDC applied for and received grants for the equipment from the Metropolitan Medical Response System (MMRS) through the FY2009 Homeland Security Grant Program (SHSP), hereinafter referred to as the "FY 2009 MMRS Grant;"

WHEREAS, the Equipment was purchased by the LRGVDC through the FY 2009 MMRS Grant and delivered to the possession of Cameron County;

WHEREAS, the Equipment will remain the property of the Federal Emergency Management Agency (FEMA) and in LRGVDC's inventory records until April 15, 2015 or otherwise specified by the State Administrative Agency (SAA) at which time the Grant will be closed;

WHEREAS, the Lower Rio Grande Valley Region has the desire to combine resources for the purpose of increasing the region's ability to respond to all emergencies and disasters, natural and man-made, through Cameron County and Hidalgo County;

WHEREAS, Cameron County desires to transfer certain equipment as described in Appendix "A" attached hereto to Hidalgo County through a property transfer record agreement and according to LRGVDC and federal guidelines;

WHEREAS, Cameron County and Hidalgo County are authorized to enter into

this agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. In order to fulfill the goals of LRGVDC regional efforts to emergency response, the parties agree that the equipment described in Appendix "A" attached hereto, will be made readily available, region and state wide for the purpose of responding to both manmade and natural disasters if requested under mutual aid.

2. The parties understand that the FEMA will retain ownership of the equipment listed in Appendix "A" until April 15, 2015 or otherwise specified by the State Administrative Agency, at which time Hidalgo County through the Cameron County – LRGVDC permanent loan MOU will obtain ownership of the equipment.

3. Hidalgo County agrees to meet eligibility status upon receiving grant funded equipment and must maintain eligibility status in accordance with the SAA eligibility requirements.

4. Hidalgo County agrees to, at a minimum; provide the equivalent insurance coverage for all such equipment listed in Appendix "A".

5. Hidalgo County agrees to maintain and repair the equipment listed in Appendix "A" in good working condition for the life of the equipment and agrees to pay for any and all yearly maintenance agreements for equipment as applicable.

6. Hidalgo County agrees to notify Cameron County in writing within ten (10) days should equipment be lost, stolen, or otherwise made unusable.

7. Hidalgo County agrees to provide an annual accounting of the equipment to Cameron County for the purposes of grant reporting to LRGVDC.

8. Hidalgo County agrees, within 60 days of receiving equipment, to tag equipment with appropriate identification labels in accordance with Hidalgo County Procedures and grant guidance tag requirements. (Homeland Security Grant Equipment and Grant Year, example: FY2009 HSGP/MMRS).

9. Cameron County and Hidalgo County agree to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to any parts or supplies needed to maintain operability of equipment.

10. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there

is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, Appendix B – Federal Grant Award Number 2009-SS-T9-0064, and Appendix C – "Terms and Conditions" of the FY2009 Homeland Security Grant Program (HSGP) prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent to bring them within the legal requirements and only during the times such conflict exists.

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

12. **Entire Agreement.** This Agreement contains the entire contract 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 Cameron County and Hidalgo County, and not otherwise.

A. Administrative Requirements

1. OMB Circular A-102, State and Local Governments (10/07/94, amended 08/29/97)
2. OMB Circular A-87, State and Local Governments (05/04/95, amended 05/10/04)

B. Audit Requirements.

OMB Circular A-133, State, Local Governments and Non-Profit Organizations (06/24/97, includes revisions published in the *Federal Register* 06/27/03)

13. **Notice.** Except as many 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 Cameron County:	Attention:	Honorable Carlos H. Cascos, CPA CountyJudge, Cameron County 1100 E. Monroe St. Dancy Building, Second Floor Brownsville, Texas 78520
If to Hidalgo County:	Attention:	Honorable Ramon Garcia County Judge, Hidalgo County 1615 S. Closner Suite J Edinburg, TX. 78539

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

14. **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.

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

16. **Assignments.** This Assignment shall not be assignable.

17. **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 any paragraph hereof.

18. **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.

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

20. **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.

21. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days' written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

22. **Indemnification Clause.** To the extent permitted by the Texas Constitution and Texas State Laws, each party shall indemnify and hold the other party, its affiliated entities, and their respective directors, officers, employees, agents, and representatives, harmless from and against any claims, liabilities, damages, and expenses arising out of the indemnifying party's act or omissions, or the acts omissions of the indemnifying party's employees, students, facility, staff, agents or representatives, under this MOU, excluding claims, liabilities, damages, expenses resulting from the negligence or willful misconduct of the other party, its employees, students, faculty, staff, agents or representatives.

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

County of Cameron	County of Hidalgo
_____	_____
Honorable Carlos H. Cascos, CPA County Judge, Cameron County	Honorable Ramon Garcia County Judge, Hidalgo County

Attested by:

_____
Joe G. Rivera,
Cameron County Clerk

Appendix "A"
Hidalgo County Mass Fatality Project

Refrigerated Trailers

Qty/Hours	Description
1	Refrigerated Mortuary Response Trailers Trailer #1 : VIN 5UZBE1825BD017528 Model : BN818TA-5200 Generator : 0057470 Serial # : 5849015

COST: $36,450.00

Radios

2	Model # H46UCH9PW7BN **SERIAL NUMBERS** 205CMM 1935 and 1936 ENH: SOFTWARE TRUNKING 9600 BAUD ENH: 3600/9600 INTEROPERABILITY ENH:PROGRAMMING OVER P25 ENH: RADIO PACKET DATA IMPRES CHARGER

COST: $6,833.50

Masts & Antennas

1	Pneumatic Mast 7-34 STDNL CLR ADZ CE Wilburt **Serial # 56078 (HIDALGO COUNTY)**
1	2.0 Gal. Tank Air Source Kit High Flow-150 PSI Compressor, 12 Volt
60	120 - NYCOIL 1.25" Cable Conduit
2	2 - 90 Degree Elbow Strain Relief
7	14 - Misc. Materials for Installation
187.50	375 - Standard Freight Shipping
36	Complete Upfit/Installation of 7-34 Will-Burt Mast into HCHD Trailer
1	2 - Interoperable mobile VHF/UHF/700-800 MHz NMO mount antenna. Includes 10' LMR195 feedline from antenna to tri-band coupler with (3) 3"; LMR195 feedlines to the radios

COST: $11,759.25

TOTAL AMOUNT: $55,042.75

Texas Department of Public Safety

2009 Sub-Recipient Award
for
Lower Rio Grande Valley Development COG

Date of Award
September 29, 2009

1. Sub-Recipient Name and Address	2. Prepared by: Denson, Erin 3. SAA Award Number: 09-SR 99013-04
Executive Director Ken Jones, Jr. Lower Rio Grande Valley Development COG 301 W. Railroad St. Weslaco,TX 78596	4. Federal Grant Information Federal Grant Title: Homeland Security Grant Program Federal Grant Award Number: 2009-SS-T9-0064 Date Federal Grant Awarded to TxDPS: August 1, 2009 Federal Granting Agency: Department of Homeland Security FEMA Grant Programs Directorate

5. **Award Amount and Grant Breakdowns**

MMRS Award Amount (Federal)

CFDA: 97.067

$582,862.65

Grant Period:	
From: Aug 1, 2009	To: April 15, 2015
(The SAA must receive all invoices by the end of grant period)	

6. Statutory Authority for Grant: This project is supported under Department of Homeland Security Appropriations Act, 2009 (Public Law 110-329).

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.2.8.9029.0

9. **Agency Approval**

Approving TxDPS Official:	Signature of TxDPS Official:
Janice E. Bruno, Administrator State Administrative Agency Texas Department of Public Safety	Janice E. Bruno

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official	Signature of Sub-Recipient Official:
Kenneth N. Jones, Jr. Executive Director Lower Rio Grande Valley Development Council	

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	12. Date Signed:
74-1586916	10/23/09

13. DUE DATE: November 18, 2009

Signed award and Direct Deposit Form (if applicable) must be returned to TxOPS on or before the above due date.

Appendix C

2009 TERMS AND CONDITIONS
Homeland Security Grant Program (HSGP)

FY 2009 HSGP is comprised of four separate grant programs:

- State Homeland Security Program (SHSP)
- Urban Areas Security Initiative (UASI)
- Metropolitan Medical Response System (MMRS)
- Citizen Corps Program (CCP)

Parties to Sub-recipient Agreement

This Sub-recipient agreement is made and entered into by and between the Texas Division of Emergency Management/State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "TDEM," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, TDEM and the Sub-recipient are collectively hereinafter referred to as the "Parties." By this Sub-recipient agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this Sub-recipient agreement. The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2009 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement. The Sub-recipient must also certify to the statements provided in Exhibits B and C by signing and returning a copy of these documents with the Sub-recipient Agreement.

Overview, Special Conditions and Performance Standards

A. Overview.

State Homeland Security Grant (SHSP)

The State Homeland Security Program (SHSP) is a core assistance program that provides funds to build capabilities at the State and local levels and to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. SHSP supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Urban Areas Security Initiative (UASI)

Urban Areas Security Initiative (UASI) program funds address the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and assist them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

Metropolitan Medical Response System (MMRS)

The MMRS program supports the integration of emergency management, health, and medical systems into a coordinated response to mass casualty incidents caused by any hazard. MMRS Grantees will reduce the consequences of a mass casualty incident during the initial period of a response by having augmented existing local operational response systems before the incident occurs.

Citizen Corps Program (CCP)

The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members and organizations in emergency preparedness, planning, mitigation, response, and recovery.

B. Special Conditions

SHSP

Activities implemented under SHSP must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

The recipient may only fund projects that were included in the FY 2009 State Investment Justifications which were submitted and approved by DHS/FEMA Use of SHSP funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with SHSP funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR)

As defined in the FY 2009 grant guidance, the FY 2009 SHSP will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;

2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

Since a separate LETPP grant program for Law Enforcement Terrorism Prevention Activities was not created for FY 2009, the State is required to ensure that local and state sub-grantees expend at least 25 percent of their SHSP award funds towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

UASI

Allocations and use of grant funding must support and be coordinated with the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. The recipient may only fund projects that were included in the FY 2009 Urban Area Investment Justifications which were submitted and approved by DHS/FEMA. The recipient agrees that funds utilized to establish or enhance designated state and Urban Area fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's Baseline Capabilities for State and Major Urban Area Fusion Centers, a supplement to the Fusion Center Guidelines, located at http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf. The recipient agrees to fund any multi-state or multi-urban area investments that were included in the FY2009 Investment Justification that was submitted to GPD and received a bonus in the effectiveness analysis.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

MMRS

MMRS is a local grant which will require each MMRS Jurisdiction establish a single Point of Contact (POC) who will serve as the responsible contact for MMRS implementation, activities, and procurement for the jurisdiction as lead and in coordination with a Jurisdictional MMRS Steering Committee. The POC and MMRS Steering Committee will integrate local emergency management, health and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework; promote regional coordination of mutual aid with neighboring localities; regularly validate the jurisdictions local emergency response capability to a mass casualty incident by means of an exercise or other validation means; collaborate with local, regional, and State health and medical partners, such as Medical Reserve Corps Units and Citizen Corps Councils, as well as leverage other

Federal programs, such as the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response (DHHS-ASPR) Hospital Preparedness Program and Emergency Systems for Advance Registration of Volunteer Health Professionals (ESAR-VHP), Center for Disease Control and Prevention Cities Readiness Initiative and Strategic National Stockpile, to coordinate and support plans, processes and strategies related to, but limited to: Continuity of Government; Continuity of Operations; Equipment and Supplies Procurement; Fatality Management; Forward Movement of Patients; Hospital Evacuation; Interoperable Communications; Patient Tracking; Pharmaceutical and Medical Supply Management and Distribution; Public Education; Outreach and Information; Recruiting Volunteers; and Training; ensure the "MMRS Leadership" is fully represented on the Urban Area Working Group in cases where a MMRS grant is awarded and a UASI program exists; ensure all neighboring MMRS subgrantees actively and demonstratively collaborate to develop a regional plan that supports the MMRS mission in that region in cases where MMRS subgrantees are located adjacent to one another and implement an Investment Justification that clearly identifies the size of the populations included in the planning and operational areas supported by the MMRS grant. The Metropolitan Medical Response System (MMRS) provides funds to build capabilities at the State and local levels to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. MMRS supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, MMRS supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Activities implemented under MMRS must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Use of MMRS funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with MMRS funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR)

As defined in the FY 2009 grant guidance, the FY 2009 MMRS will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;

2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

CCP

The sub-recipient must register their Citizen Corps Council on the Citizen Corps website http://www.citizencorps.gov and manage their program and information on the site. Citizen Corps Councils must include representatives of emergency management, homeland security, law enforcement, fire service, medical services/public health or their designee, elected officials, the private sector, private non-profits, non-governmental organizations and advocacy groups for special needs populations. In addition, representatives from existing Citizen Corps programs, such as Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), Community Emergency Response Team (CERT), Neighborhood Watch, and Fire Corps should be included on the Citizen Corps Council. Where applicable, a Metropolitan Medical Response System representative should also be included on the Citizen Corps Council.

All allocations and use of funds under this grant must be in accordance with the FY 2009 HSGP Guidelines and Application Kit found at - http://www.fema.gov/government/grant/hsgp/index.shtm. All award Sub-recipients are required to have read, understood and accepted the FY 2009 HSGP Guidance and Application Kit as binding.

C. **Standard of Performance.** The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Council of Governments (COG) and by the State Administrative Agency (SAA). The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B"; and

3. Certification Regarding Lobbying for Sub-recipient Agreements, Grants, Loans, and Cooperative Agreements, hereinafter referred to as "Exhibit C".

D. **Failure to Perform.** In the event the Sub-recipient fails to implement the project(s) entered into The SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to TDEM for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved.

TDEM Obligations

A. Measure of Liability. TDEM shall be liable for actual and reasonable costs incurred by the Sub-recipient during the Sub-recipient agreement period for performances rendered under this Sub-recipient agreement by the Sub-recipient, subject to the limitations set forth in this Section. TDEM shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

B. Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by TDEM under the DHS/FEMA grant programs. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by TDEM under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

C. Excess Payments. The Sub-recipient shall refund to TDEM any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by TDEM or that TDEM determines has resulted in overpayment to the Sub-recipient that TDEM determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to TDEM within thirty (30) days after TDEM requests such refund.

Suspension

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, TDEM may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

A. TDEM's Right to Terminate. TDEM shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever TDEM determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. TDEM shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

B. Parties' Right to Terminate. In addition to TDEM's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this Sub-recipient agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Sub-recipient agreement would not produce beneficial results commensurate with the further expenditure of Sub-recipient agreement funds. The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Conflict of Interest

The Sub-recipient shall operate in a manner to avoid any potential conflict of interest, real or apparent, and comply with the related requirements of the Uniform Grant Management Standards (UGMS).

A. Financial Interest Prohibited. A conflict of interest may arise when the employee, officer or agent; any member of his or her immediate family; his or her partner; or, any organization that employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform a subcontract pursuant to this Sub-recipient agreement. The Sub-recipient shall ensure that no employee, officer, or agent of the Sub-recipient shall participate in the

selection, in the award or administration of a subcontract supported by Sub-recipient agreement funds pursuant to this Sub-recipient agreement and comply with Chapter 171, Texas Local Government Code.

B. Other Prohibited Interests. In all cases not governed by Subsection A of this Section and except for eligible administrative or personnel costs, no person who is an employee, agent, consultant, officer, elected official, appointed official of the Sub-recipient or of a subcontractor of the Sub-recipient who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this Sub-recipient agreement or any other DHS/FEMA Sub-recipient agreement who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any Sub-recipient agreement, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Monitoring

TDEM reserves the right to perform periodic office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, TDEM shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Sections above.

Audit

A. Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply, as applicable, with Texas Government Code, Chapter 783, 1 TAC 5.141.et.seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

B. TDEM's Right to Audit. Notwithstanding Subsection A of this Section, TDEM reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit TDEM or its authorized representative to audit the Sub-recipient's records and to obtain any documents, materials or information necessary to facilitate such audit.

C. Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to TDEM for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

D. Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of the Sub-recipient. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

Reimbursement

Sub-recipient agrees to make no request for reimbursement prior to return of this agreement signed by the authorized Sub-recipient representative. Sub-recipient also agrees to make no request for reimbursement for goods or services procured by Sub-recipient prior to the performance period start date of this agreement.

A. Request for Advance or Reimbursement. The Sub-recipient shall submit to TDEM, a properly completed Local Purchase Submission Cover Sheet as often as actually needed. TDEM retains the authority to approve or deny amount requested and shall not make disbursement of any such payment until TDEM has reviewed and approved such a request. The Local Purchase Submission Cover Sheet shall be supported by documentation as required by the SAA, currently referenced on the SAA web-based grants management system, and may be revised in subsequent policy updates.

B. Request for Advance Funds and Transfer of Funds. The Sub-recipient's requests for an advance of Sub-recipient agreement funds shall be limited to the minimum amounts needed for effective operation of their project(s) under this Sub-recipient agreement and shall be timed as closely as possible to be in accord with actual cash requirements. The

Sub-recipient shall establish procedures to minimize the time elapsing between the transfer of funds from TDEM to the Sub-recipient and shall ensure that such funds are disbursed within fifteen (15) days unless extenuating circumstances can be documented.

C. Payment Contingent. Notwithstanding the provisions of Subsection A of this Section, payments under this Sub-recipient agreement are contingent upon the Sub-recipient's performance of its contractual obligations.

D. Source Documentation Requirement: Sub-recipients must provide proof of payment documentation with all reimbursement requests submitted for processing. The following is a list of acceptable proof of payment documents:

- Copy of cancelled check
- Screen print of General Ledger account showing funds have been encumbered
- Credit Card Statement showing purchase of the items
- Payroll journal for individuals showing rate of pay and hours worked
- Copy of invoice stamped "paid" with the date, vendor initials and check number for reference

National Incident Management System (NIMS) and the Incident Command System (ICS)

Sub-recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. NIMS compliance for 2009 must be achieved by completing required actions outlined by FEMA and TDEM.

For a more detailed description of these requirements, as well as other NIMS implementation requirements, see *http://www.fema.gov/emergency/nims/CurrentYearGuidance.shtm*

NIMSCAST Requirements

To be eligible to receive FY 2009 DHS funding, local primary jurisdictions and tribes must have achieved 100% compliance with the FY 2008 NIMS compliance objectives and metrics in the NIMSCAST by January 30, 2009.

All State and territory grantees were required to submit their compliance assessment via the NIMSCAST by September 30, 2008 in order to be eligible for FY 2009 preparedness programs.

Additional information on achieving NIMS compliance is available through the FEMA National Integration Center (NIC) Incident Management Systems Integration (IMSI) Division at *http://www.fema.gov/emergency/nims/* .

Other Requirements

A. During the performance period of this grant, Sub-recipients must maintain an emergency management plan at the Intermediate Level of planning preparedness or higher, as prescribed by TDEM. This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of the grant.

C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

D. During the performance period, the Sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing $5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

E. Sub-recipients must submit Fiscal Year 2009 Indirect Cost Allocation Plan signed by Cognizant Agency. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the SAA FY 09 COG Statement of Work.

H. The State's 24 planning regions are voluntary associations of local governments organized pursuant to state law as regional planning commissions, councils of government, development councils, and area councils. It is recognized that

one of the major functions of state planning regions as homeland security grant Sub-recipients is to perform a wide variety of planning and some program administration for both their region and on behalf of the cities and counties within the region that may also be homeland security grant Sub-recipients.

Closing the Grant

A. The Sub-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the sub-recipient agreement.

B. TDEM/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, TDEM/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, TDEM/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

C. TDEM/SAA will unilaterally close out this grant if sub-recipient does not reconcile account and sign closeout GAN by the 60th day after the sub-recipient performance period ends.

Restrictions, Disclaimers and Notices

A. Approval of this award does not indicate approval of any consultant rate in excess of $450 per day. A detailed justification must be submitted to and approved by TDEM/SAA prior to obligation or expenditure of such funds. U.S. Department of Justice Financial Guide (Part III Chapter 15) *http://www.ojp.usdoj.gov/financialguide/*

B. In cases where local funding is established by COGs, release of funds by TDEM is contingent upon regional funding allocation approval by the Sub-recipient's COG governing board.

C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that TDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet TDEM's liabilities hereunder. TDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Chief
Division of Emergency Management
State Administrative Agency
PO Box 4087
Austin, TX 78773-0220

Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with all applicable Laws and Regulations. A non-exclusive list is provided below

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

B. Cost Principles

1. 2C.F.R. Part 225, Cost Principles for State, Local and Tribal Governments (OMB Circular A-87)
2. 2C.F.R. Part 220, Cost Principals for Education Institutions (OMB Circular A-21)
3. 2C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations

C. Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Retention and Accessibility of Records

A. Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective, including program requirements and financial obligations, or the period of time required by other applicable laws and regulations as described in Exhibit A.

B. Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552, Texas Government Code.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Subcontracts

A. TDEM's Approval of Subcontract and Liability. The Sub-recipient may subcontract for performances described in this Sub-recipient agreement without obtaining TDEM's prior written approval.

B. Sub-recipient Liability. In no event shall any provision of this Section be construed as relieving the Sub-recipient of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Sub-recipient agreement's terms as if such performances rendered were rendered by the Sub-recipient. TDEM's approval under this Section does not constitute adoption, ratification or acceptance of the Sub-recipient's or a subcontractor's performance.

C. Applicable Law. The Sub-recipient shall comply with 44 C.F.R. § 13.1-13.52 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this Sub-recipient agreement.

Legal Authority

A. Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

B. Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

Notice of Litigation and Claims

The Sub-recipient shall give TDEM immediate notice in writing of:

1. any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out the performance of any subcontract under this Sub-recipient agreement; and
2. any claim against the Sub-recipient, the cost and expense of which the Sub-recipient may be entitled to be reimbursed by DHS/FEMA grant programs.

Except as otherwise directed by TDEM, the Sub-recipient shall furnish immediately to TDEM copies of all documentation received by the Sub-recipient with respect to such action or claim.

Indemnification

To the extent permitted by law, the Sub-recipient agrees to hold TDEM harmless and to indemnify TDEM from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the Sub-recipient pursuant to this Sub-recipient agreement.

Changes and Amendments

A. Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

B. Authority to Amend. During the period of this Sub-recipient agreement's performance TDEM and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by TDEM or FEMA in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

C. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. Federal Emergency Management Agency (FEMA) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. FEMA's National Preparedness Directorate Information Bulletins can be accessed at *http://www.ojp.usdoj.gov/odp/docs/bulletins.htm* and are incorporated by reference into this sub-grant.

Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Oral and Written Agreements

A. Prior Agreements. All oral and written agreements between the Parties relating to this Sub-recipient agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this Sub-recipient agreement.

B. Exhibits. The exhibits enumerated and denominated in the agreement are hereby made a part of this Sub-recipient agreement and constitute promised performances by the Sub-recipient in accordance with the Sub-recipient agreement and the Exhibits.

C. Commissioner's Signature. This Sub-recipient agreement is not effective unless signed by the Chief of TDEM or by his authorized designee.

Waiver

Any right or remedy provided for in this Sub-recipient agreement provision shall not preclude the exercise of any other right or remedy under this Sub-recipient agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas, and be governed by Texas Statute.

EXHIBIT A

THE APPLICABLE LAWS AND REGULATIONS

The Sub-recipient shall comply with OMB Circular A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 44 C.F.R, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Sub-recipients shall also comply with 2C.F.R. Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, 2C.F.R. Parts 225, State and Local Governments, Part 220, Educational Institutions; and Part 230, Non-Profit Organizations. Compliance with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial organizations is required. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated hereunder and specified in State Administrative Agency Information Bulletins, Texas Uniform Grants Management Standards (UGMS) and Paragraph A through M of this Exhibit.

A. CIVIL RIGHTS - Title VI of the Civil Rights Act of 1964, as amended. (42 U.S.C. § 2000d et seq.); (44 C.F.R. 7.1)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+2957+3++%28civil%20ri
http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr7_07.html

B. HANDICAP AND ARCHITECTURAL BARRIERS - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); (44 C.F.R. 16.101)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+363+0++%28Handicap%29 ;
http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=16&SECTION=101&TYPE=TEXT ;
The Sub-recipient shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code. *http://www.statutes.legis.state.tx.us/?link=GV*

C. ENVIRONMENTAL LAW AND AUTHORITIES - In accordance with the provisions of law cited in 44 C.F.R. § 10.8, the responsible entity shall assume the environmental responsibilities for projects under programs cited in §10.1, and in doing so shall comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C.F.R. parts 1500 through 1508.
http://www.access.gpo.gov/nara/cfr/waisidx_07/40cfr1501_07.html ; (44 C.F.R. 10.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr10.1.htm

D. LABOR STANDARDS - The Davis-Bacon Act, as amended (40 U.S.C. § 3142)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1723+1++%28%29%20%20A ;
The Contract Work Hours & Safety Standards Act (40 U.S.C.§ 3702)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1765+1++%28%29%20%20A;
The Copeland "Anti-Kickback" Act (18 U.S.C. § 874)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17t20+511+0++%28%29%20%20AN

E. FREEDOM OF INFORMATION ACT – (5 U.S.C. 552); (44 C.F.R. 5.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr5.1.htm ;
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t05t08+26+0++%28information%

F. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 – If the Sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance) - (42 U.S.C. 4601); (44 C.F.R. 25.1)
http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=25&SECTION=1&TYPE=TEXT
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+4568+1++%28%29%20%20A

G. FAITH-BASED ACTIVITIES - Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 Fed. Reg. 77141) *http://edocket.access.gpo.gov/2002/pdf/02-31831.pdf*

H. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND THE INCIDENT COMMAND SYSTEM (ICS) – Sub-Recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. *http://www.fema.gov/emergency/nims*

I. PROGRAM INCOME - If a Sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28C.F.R. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at *http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr66_03.html* and the Uniform Rule 28C.F.R. Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html . Sub-recipients must report any interest earned to TDEM/SAA. Any interest earned in excess of $100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services
Division of Payment Management Services
P.O. Box 6021
Rockville, MD 20852

J. AUDITS - The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26)
http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=13&SECTION=26&TYPE=TEXT ;
http://www.dhs.gov/xopnbiz/grants/gc_1162481125903.shtm

K. GRANT ADMINISTRATION - The Sub-recipient will also comply with Texas Government Code, Chapter 783, *http://www.statutes.legis.state.tx.us/?link=GV* ; and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements,
http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141

Sub-recipients must also comply with 44, C.F.R., Part 13,
http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr13_07.html;
with 2C.F.R. Part 215 *http://www.access.gpo.gov/nara/cfr/waisidx_08/2cfrv1_08.html#215* , 2C.F.R. Part 225, Part 220 and Part 230.

L. PROPERTY ADMINISTRATION – TAC Title 1, Part 5, Chapter 116,
http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=1&pt=5

M. PUBLICATIONS – 44 C.F.R., Section 13.34
http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=13&SECTION=34&TYPE=TEXT

1. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with NPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

2. The Sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the National Preparedness Directorate, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."

EXHIBIT B

CERTIFICATIONS

I, **Kenneth N. Jones** as the authorized official of the **Lower Rio Grande Valley Development Council**, hereinafter referred to as the "Sub-recipient," certify the following with respect to the expenditure of Sub-recipient agreement funds.

A. The Sub-recipient shall minimize displacement of persons as a result of activities assisted with Sub-recipient agreement funds.

B. The program shall be conducted and administered in conformity with the Civil Rights Act of 1964, as amended, (42 U.S.C. § 2000a et seq.); Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. § 794); Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. § 1681 et. seq.); The Age Discrimination Act of 1975, as amended, (20 U.S.C. § 6101 et. seq.).

C. As specified by TDEM and FEMA, in the event that displacement of residential dwellings shall occur in connection with a project assisted with HSGP funds, the Sub-recipient shall follow a residential anti-displacement and relocation assistance plan.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/.

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

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and

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

5. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification)

E. Sub-recipient understands and certifies that it will not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.

F. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

FY 2009 HSGP

Signature

10/23/09
Date

EXHIBIT C

CERTIFICATION REGARDING LOBBYING FOR SUB-RECIPIENT AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

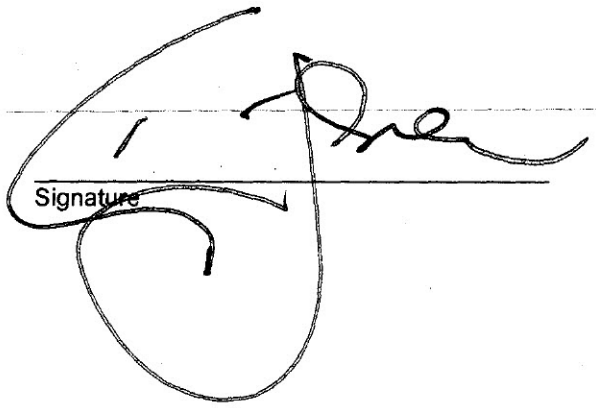
The undersigned, **Kenneth N. Jones** , as the authorized official of the **Lower Rio Grande Valley Development Council** certifies the following to the best of his/her knowledge and belief.

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

B. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Sub-recipient agreement grant, loan or cooperative agreement, the undersigned shall complete and submit standard form Disclosure Form to Report Lobbying form in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards including sub-contracts, sub-grants and Sub-recipient agreements under grants, loans, and cooperative agreements and that all Sub-recipients shall certify and disclose accordingly.

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



Signature

10/23/09

Date

Mortuary Response Solutions
Mobile Solutions for Critical Situations

Invoice

Date	Invoice #
6/6/2011	0284

Bill To

Lower Rio Grande Valley DC
311 N. 15th Street
McAllen TX 78501

Ship To

Lower Rio Grande Valley DC
311 N. 15th Street
McAllen, TX 78501

P.O. Number	Terms	Rep	Ship	Via	Due Date
12749	Net 30	MR	6/6/2011	Delivery	7/6/2011

Quantity	Item Code	Description	U/M	Price Each	Backordered	Amount
2	MRS-20BT	20 Body Refrigerated Remains Trailer TLRF8184 (8x18 / 10,000# GVWR) Extra Height (7'6 Interior) Rear Ramp Door Ramp Gap Cover Ramp Extension Tongue Extension Spare Tire Spare Tire Mount Skid Resistant Floor and Ramp (Washable) 3/8" Sidewall Liner with Kemlite / FRP Wall Covering R5 Sidewall Insulation Kemlite / FRP Ceiling Liner w/ Insulation R5 Ceiling Insulation 24" Stone Guard Wall Mounted E-Track 12 Volt Interior Light 4' Interior Fluorescent Light Fixture w/ Diffuser 110 Volt Wall Switch 12 Volt Recessed Batter Box w/ Charger 12 Volt Wall Switch 30 Amp Service Panel w/ Shoreline 15 Amp Service Panel W/ Motor Base 12 Volt Loading Lights Refrigeration Unit 6500 Watt Generator Vented Generator Box		36,450.00	0	72,900.00

Please Remit Payment To:

4102 Highway 29 North
Belton, SC 29627
P-864-261-5151

Subtotal	
Total	

COPY

Mortuary Response Solutions
Mobile Solutions for Critical Situations

Invoice

Date	Invoice #
6/6/2011	0284

Bill To	Ship To
Lower Rio Grande Valley DC 311 N. 15th Street McAllen TX 78501	Lower Rio Grande Valley DC 311 N. 15th Street McAllen, TX 78501

P.O. Number	Terms	Rep	Ship	Via	Due Date
12749	Net 30	MR	6/6/2011	Delivery	7/6/2011

Quantity	Item Code	Description	U/M	Price Each	Backordered	Amount
		Cadaver Storage Racks Plastic Cadaver Storage Tray Custom Wheel Box Materials and Labor Freight				

Please Remit Payment To:

4102 Highway 29 North
Belton, SC 29627
P-864-261-5151

Subtotal	
Total	

COPY

COPY

MOTOROLA

MOTOROLA SOLUTIONS, INC.
1301 E. Algonquin Road
Schaumburg, IL 60196

Visit our website at: www.motorola.com

INVOICE

TOTAL INVOICE AMOUNT:	**$13,667.00**
MOTOROLA INVOICE NUMBER:	13848589
INVOICE DATE:	07/01/2011
PAYMENT DUE:	07/31/2011
CUSTOMER ACCOUNT NUMBER:	1036072114 0001
PURCHASE ORDER DATE:	06/08/2011
YOUR P.O.#:	13427

145

BILL TO LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

311 N 15TH
MC ALLEN, TX 78501

SHIP TO TRI-COUNTY COMMUNICATIONS INC
Vickie Wilt
1421 E PIKE ST
WESLACO, TX 78596

For questions concerning this Invoice please contact Motorola at: 1-888-567-7347

00046-00046-00046

Payment Terms: NET 30 DAYS FROM INVOICE DATE

Motorola Solutions, Inc. Federal Tax Id: 36-1115800

Sales Order Number: 0958530060243

Ultimate Destination: LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, 311 N 15TH, MC ALLEN, TX 78501

Invoice Detail

	Item	Model Number	Qty	Description	Unit Price	Amount
	1	H46UCH9PW7BN	4	XTS2500 762-870MHZ/ 1-3W/ 870 CHANN SERIAL NUMBERS 205CMM1933 through 205CMM1936	1,462.50	5,850.00
	1a	Q574	4	ENH: SOFTWARE TRUNKING 9600 BAUD	1,256.25	5,025.00
	1b	Q883	4	ENH: 3600/9600 INTEROPERABILITY	375.00	1,500.00
	1c	G996	4	ENH: PROGRAMMING OVER P25	75.00	300.00
___	1d	Q947	4	ENH: RADIO PACKET DATA	150.00	600.00
	2	WPLN4111 R	4	IMPRES CHARGER	98.00	392.00
___						
___				SUBTOTAL		13,667.00
___				Carrier: ABF		
___				PLEASE PAY THIS AMOUNT (PAYMENT DUE: 07/31/2011)		13,667.00

PAID

For LRGVDC Finance Dept

Approved Homeland Security

Date

Detach here and return bottom portion with your payment.

IM1A_1

Invoice

Radio Communications

COPY

1829 N. 77 Sunshine Strip

Harlingen TX 78550-4251

Phone: 956-412-5122

Fax: 956-412-5129

Email: mike@radiocommrgv.com

Date: 9/16/2010

Invoice Number: 8949

PO Number: 11748

Due Date: 10/16/2010

Shipping Method:

Billing Address

Lower R.G. Valley Dev. Council

Shipping Address

Lower R.G. Valley Dev. Council

Item	Description	Qty/Hours	Price/Rate	Total
906025	Special Order*** PNEU MAST 7-34 STDNL CLR ADZ CE	2	5,665	11,330.00
20005-TNK	Special Order *** 2.0 Gal. Tank Air Source Kit High Flow-150 PSI Compressor, 12Volt	2	1,170	2,340.00
810918	Special Order *** NYCOIL 1.25" CABLE CONDUIT (PER FOOT)	120	23	2,760.00
900574	Special Order *** 90 Degree Elbow Strain Relief	4	99	396.00
Misc. Materials	Misc. Materials for installation	14	14.95	209.30
Installation- Complete Upfit	Complete Upfit/Instalaltion of 7-34 Will-Burt Mast into HCHD Trailer	72	95	6,840.01
Discount			32.00%	(2,188.81)
Shipping	Standard Freight Shipping from 44667 to 78550 (Revised/Actual)	375	2	750.00

For LRGVDC Finance Dept.

Approved Homeland Security

10/13/10

Date

Customer Note:

7-34 Wilburt Mast Serial Number: 56078 (Hidalgo County) & 56081 (Cameron County)

Invoice

Radio Communications

1829 N. 77 Sunshine Strip

Harlingen TX 78550-4251

Phone: 956-412-5122

Fax: 956-412-5129

Email: mike@radiocommrgv.com

Date: 9/16/2010

Invoice Number: 8949

PO Number: 11748

Due Date: 10/16/2010

Shipping Method:

Billing Address

Lower R.G. Valley Dev. Council

Shipping Address

Lower R.G. Valley Dev. Council

Item	Description	Qty/Hours	Price/Rate	Total
ROOF-TB-V/U/C	Special Order *** Interoperable mobile VHF/UHF/700-800 MHz NMO mount antenna. Includes 10' LMR195 feedline from antenna to tri-band coupler with (3) 3' LMR195 feedlines to the radios	2	541	1,082.00
T24120O10006	External Shelf Bracket For 7-34 Mast (Cameron County Trailer)	1	540	540.00

Customer Note:

7-34 Wilburt Mast Serial Number: 56078 (Hidalgo County) & 56081 (Cameron County)

SubTotal:	24,058.50
Tax:	0.00
Total:	24,058.50

Texas Division of Emergency Management

State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: Cameron County
Name of Organization (Homeland Security Grant Sub-Recipient)

1390 W. Expressway 83 San Benito, Texas 78586
Street/Mailing Address, City, County, Zip

Honorable Carlos Cascos, Cameron County Judge
Printed Name and Title

Signature Date

Transferred To: Hidalgo County
Name of Organization (Homeland Security Grant Sub-Recipient)

1615 S. Closner Edinburg, Texas 78539
Street/Mailing Address, City, County, Zip

Honorable Ramon Garcia, Hidalgo County Judge
Printed Name and Title

Sign Here →

Signature Date

This is to certify that the property described below was acquired by the expenditure of:
FY2009 Homeland Security Grant Program
(name and year of grant)
funds awarded to the above named Homeland Security Grant Sub-Recipient(Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being transferred

Item description:	(1 Qty) Refrigerated Mortuary Response Trailer
Item Control Number:	VIN 5UZBE1825BD017528
Serial Number/VIN:	5849015
Model Number:	BN818TA-5200
Acquisition Date:	June 6, 2011
Unit Cost:	$36,450.00

This form is provided for the benefit of grant administration. GDEM/SAA cannot advise sub-recipients about the legality of any specific property transfers. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

Texas Division of Emergency Management

State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: Cameron County
Name of Organization (Homeland Security Grant Sub-Recipient)

1390 W. Expressway 83 San Benito, Texas 78586
Street/Mailing Address, City, County, Zip

Honorable Carlos Cascos, Cameron County Judge
Printed Name and Title

Signature Date

Transferred To: Hidalgo County
Name of Organization (Homeland Security Grant Sub-Recipient)

1615 S. Closner Edinburg, Texas 78539
Street/Mailing Address, City, County, Zip

Honorable Ramon Garcia, Hidalgo County Judge
Printed Name and Title

Sign Here →

Signature Date

This is to certify that the property described below was acquired by the expenditure of:
FY2009 Homeland Security Grant Program
(name and year of grant)
funds awarded to the above named Homeland Security Grant Sub-Recipient(Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being transferred

Item description:	(2 Qty) Radios
Item Control Number:	N/A
Serial Number/VIN:	205CMM 1935 and 1936
Model Number:	H46UCH9PW7BN
Acquisition Date:	July 1, 2011
Unit Cost:	$3,416.75

This form is provided for the benefit of grant administration. GDEM/SAA cannot advise sub-recipients about the legality of any specific property transfers. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

Texas Division of Emergency Management

State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement

Transferred From: Cameron County
Name of Organization (Homeland Security Grant Sub-Recipient)

1390 W. Expressway 83 San Benito, Texas 78586
Street/Mailing Address, City, County, Zip

Honorable Carlos Cascos, Cameron County Judge
Printed Name and Title

Signature Date

Transferred To: Hidalgo County
Name of Organization (Homeland Security Grant Sub-Recipient)

1615 S. Closner Edinburg, Texas 78539
Street/Mailing Address, City, County, Zip

Honorable Ramon Garcia, Hidalgo County Judge
Printed Name and Title

Sign Here →

Signature Date

This is to certify that the property described below was acquired by the expenditure of:
FY2009 Homeland Security Grant Program
(name and year of grant)
funds awarded to the above named Homeland Security Grant Sub-Recipient(Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being transferred

Item description:	(1 Qty) Mast & Antenna (Pneumatic Mast 7-34 STDNL CLR ADZ CE)
Item Control Number:	N/A
Serial Number/VIN:	56078
Model Number:	N/A
Acquisition Date:	September 16, 2010
Unit Cost:	$11,759.25 (total for mast & antenna)

This form is provided for the benefit of grant administration. GDEM/SAA cannot advise sub-recipients about the legality of any specific property transfers. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

March 21, 2012

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of certain equipment purchased by the Lower Rio Grande Development Council through the FY2009 MMRS Grant. The aforementioned equipment was initially donated to Cameron County, and through an interlocal agreement, Cameron County will transfer some of the donated equipment to Hidalgo County. The funds used to purchase the exact value of the equipment may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$55,042.75	LRGVDC FY09 MMRS Grant CFDA#97.067

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

3/22/12
Date

THE COUNTY OF HIDALGO

AI-31425 **11. A.**

CC REGULAR

Meeting Date: 03/27/2012

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

1. Approval to accept PY12 CSBG [Community Service Block Grant] Contract No. 61120001323
2. Approval to accept PY 12 CEAP [Comprehensive Energy Assistance Program] Contract No. 58120001359
3. Requesting electronic authorization for all reporting process between CHCSA and funding sources.
4. Requesting approval for the Neighbor to Neighbor Agreement for PY 2012.

BACKGROUND

1. CSBG is in its 30th year of continued funding. This contract authorizes $341,938.00 first quarter funding of a potential $1,685,364 funding level based on 2011.

2. CEAP is designed primarily to assist with energy related benefits for low income recipients at a funding level of a potential $4,068,129.00

3. Request for electronic authorization allows me to transmit all programmatic and financial reports between CHCSA and funding sources.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

CSA funds will be utilized.

Attachments

backup

CSBG PY 12

CEAP PY 12

Form Review

Inbox	Reviewed By	Date
Budget & Management	Erika Zamora	03/09/2012 09:09 AM
Erika Zamora	Erika Zamora	03/16/2012 09:43 AM
Purchasing Department	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Maribel Navarro Started On: 03/08/2012 04:12 PM

Final Approval Date: 03/19/2012

DIRECT ENERGY, LP
CPL RETAIL ENERGY, LP and
WTU RETAIL ENERGY, LP
NEIGHBOR-TO-NEIGHBOR PROGRAM AGREEMENT
FOR ELECTRIC HOME ENERGY ASSISTANCE

THIS AGREEMENT IS BY AND BETWEEN Direct Energy, LP ("Direct Energy"), CPL Retail Energy, LP ("CPL Retail Energy") and/or WTU Retail Energy, LP ("WTU Retail Energy") and/or three retail electric providers (together the "REPs") and Hidalgo County Community Services Agency an established social service agency under Section 501(c)(3) of the United States Internal Revenue Code.

Purpose of Agreement:

Under this Agreement the Administering Agency and the REPs shall implement the program known as "Neighbor-to-Neighbor," under which the REPs will provide funding in their respective areas of operation to be used by the Administering Agencies for payment of the Electric Home Energy Expenses, as defined below, of needy people experiencing an energy emergency or crisis. The Parties, in consideration of the promises and commitments found herein, agree as follows:

I. Program Established

A. The Neighbor-to-Neighbor Program (hereinafter referred to as the "Program") is hereby intended to help needy people experiencing an energy emergency or crisis pay their Electric Home Energy Expenses. The REPs shall supply funding for the program in their respective areas of operation as described in Article II herein. The Administering Agency shall, subject to the terms of this Agreement, utilize these funds to aid needy people in paying their

subject to the terms of this Agreement, utilize these funds to aid needy people in paying their Electric Home Energy Expenses and shall coordinate the Program with the Low Income Home Energy Assistance Program (LIHEAP).

B. "Electric Home Energy Expenses" shall mean any debt incurred by the Recipient for the consumption of electric energy used (including consumption prepaid by the Recipient) in the lighting, appliance usage and cooling/heating of the primary residence of the Recipient.

II. Program Funding

The REPs shall provide annual funding for the Program pursuant to the following terms. The funding amount shall be determined annually at the REP's sole discretion, with funds allocated to the administering agencies in two bi-annual disbursements. The first disbursement shall occur no later than January 30th of each calendar year and the second disbursement shall occur no later than July 31st of each calendar year.

III. Recipients

A. A Recipient is any individual who receives assistance as contemplated by this Agreement. There can be only one Recipient for each household. In order to qualify as a Recipient, an individual must meet all of the following conditions at the time he or she receives this assistance.

1. The individual must be receiving residential electric service from CPL Retail Energy, LP, WTU Retail Energy, LP, or Direct Energy, LP at the residence from which the subject Electric Home Energy Expenses arise.

2. The individual must reside at the service address and be responsible for the Electric Home Energy Expenses to be paid.

3. The individual must meet the income eligibility criteria established for the Comprehensive Energy Assistance Program (CEAP) funded by LIHEAP.

B. The Administering Agency shall select Recipients from those qualifying individuals seeking assistance in its sole discretion, but the REPs may, from time to time, refer special cases for consideration for assistance from the Program. The Administering Agency shall give due consideration to any such special cases, but shall nonetheless retain the ultimate authority in selecting Recipients.

IV. Use of Funds

A. All funds forwarded to the Administering Agency, subject to the administrative fee discussed in Article VII, shall be used by the Administering Agency in accordance with this Agreement to help Recipients pay their Electric Home Energy Expenses.

B. No Program funds may be used for utility deposits.

C. A Recipient can receive assistance from the Program of no more than $600, in any calendar year. Assistance provided may not exceed the actual Electric Home Energy Expenses due at the time Assistance is provided; or the estimated monthly Electric Home Energy Expenses at the time Assistance is provided.

D. Except to the extent specified in this Agreement, the REPs shall have no power or authority to direct the Administering Agency in the management or control of the Program.

V. Reports

The Administering Agency shall submit to each REP monthly reports, reflecting the total receipts and disbursements of Program funds, the identity, location and address of each person helped by the Program, and the amount of assistance received. The Administering Agency shall submit each monthly report to CPL Retail Energy, WTU Retail Energy, or Direct Energy, as appropriate, within 15 calendar days of the end of the month being reported. Such information and reports shall be available for audit verification by the REPs or their designated agents, at their individual expense. The Administering Agency agrees to maintain all records necessary to permit the REPs to verify the accuracy of such reports and information for a minimum of two years. The Administering Agency's obligation to maintain records shall survive termination of this Agreement.

VI. Term of Agreement

A. This Agreement shall become effective on January 1st, 2012, and shall continue in effect for an initial term through December 31st, 2012, and may be renewed annually each January with the signatures of both parties. The Administering Agency may terminate this Agreement at anytime by delivering written notice of termination to the REPs at least thirty (30) days prior to the effective date of termination. The REPs may terminate this Agreement with the consent of the Administering Agency or for failure of the Administering Agency to meet the terms and conditions of this Agreement, by delivering written notice of termination to the Administering Agency at least thirty (30) days prior to the effective date of termination.

B. Upon termination of this Agreement, the Administering Agency agrees to return, within sixty calendar days, any balance of funds in the Program to the REPs for distribution.

VII. Administrative Fees

The administrative fee retained by the Administering Agency is intended to cover only Program costs. Program costs include costs directly related to Program outreach, application processing, accounting, reporting and other Program activities. To defray the cost of the Administering Agency's duties and responsibilities for outreach, application processing, accounting, reporting and other related program administration activities, the Administering Agency shall be entitled to retain up to 10% of the total annual funding provided under this Agreement.

VIII. Contractor Performance

A. The Administering Agency shall, on an equitable basis throughout its service area, disburse funds for the Program. The Administering Agency shall operate the Program consistent with this Agreement in conformance with applicable accounting and reporting standards.

B. The Administering Agency agrees to use diligent, good faith efforts to fully distribute all funds less the administrative fee for the benefit of Recipient households on an annual basis.

C. The failure of the Administering Agency to distribute at least 85% of the total available funds for a given calendar year shall entitle the REPs to terminate this Agreement in the manner set forth below:

1. The REPs will suspend annual funding from agencies that fail to distribute at least 85% of the total available funds in a given calendar year.

2. Agencies with suspended funding will undergo a probation period of 6 months (or until the next allocation of funds), after which the REPs will evaluate its progress and determine its eligibility for additional funds.

3. Agencies that have not utilized at least 85% of their funds in a given calendar year will have their annual funding suspended and be required to return the remaining balance to the REPs within sixty calendar days.

D. The failure of the Administering Agency to submit timely monthly reports shall entitle the REPs to terminate this Agreement in the manner set forth above.

IX. Miscellaneous

A. Any notices to be given by either Party shall be in writing and shall be sent by certified or registered mail. Addresses for notice are as follows:

Bruno Mariejeanne Sr. Director CPL Retail Energy, LP WTU Retail Energy, LP Direct Energy, LP 2000 Hwy. 287 Bypass Ennis, Texas 75119 Attention: Neighbor-to-Neighbor Program	Administering Agency Hidalgo County Community Services Agency 2524 N. Closner Edinburg, TX 78540 Attention: Neighbor-to-Neighbor Program

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

C. This Agreement can be modified or amended only by an agreement in writing executed by the authorized representatives of all Parties.

D. This Agreement will supersede and replace any previous agreements between the Parties related to the Program.

E. This Agreement may be executed by facsimile signature and in any number of counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers of this __14___ day of ____February_____, 20_12__.

ADMINISTERING AGENCY	CPL RETAIL ENERGY, LP WTU RETAIL ENERGY, LP DIRECT ENERGY, LP
By: _____	By its General Partner: Direct Energy GP, LLC By its sole Member: Direct LP, Inc.
Signature: _____	Signature: _____
Name: _____	Name: Ken Zhu
Title: _____	Title: Sr. Manager

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. **61120001323** FOR THE
FY 2012 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

SECTION 1. PARTIES TO THE CONTRACT

This CSBG Contract No. **61120001323** (herein the "Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas, (herein the "Department") and **County of Hidalgo Community Service Agency** a political subdivision of the State of Texas (herein the "Subrecipient") hereinafter (the "Parties").

SECTION 2. CONTRACT PERIOD

This Contract shall commence on **January 01, 2012**, and, unless earlier terminated, shall end on **December 31, 2012** (herein the "Contract Period").

SECTION 3. SUBRECIPIENT PERFORMANCE

Pursuant to Chapter 106 of the Community Services Block Grant Act (42 U.S.C. §9901 et seq.) (herein the "CSBG Act"), as amended by the "Community Services Block Grant Amendments of 1994" (P.L. 103-252) and the Coats Human Services Reauthorization Act of 1998 (P.L. 105-285); Chapter 2306 of the Texas Government Code (herein the "State Act"); the implementing State regulations under Title 10, Part 1, Chapter 5, Subchapters A (except those sections in Subchapter A that relate to the suspension, reduction, withholding or termination of funding) and B of the Texas Administrative Code, as amended or supplemented from time to time (herein the "CSBG State Rules"); and the Department's guidance related to CSBG; Subrecipient shall operate on an equitable basis throughout Subrecipient's service area and shall utilize funds for the reduction, the revitalization of communities, and the empowerment of low-income families and individuals to become fully self-sufficient. Subrecipient shall provide services and activities of the type specified in 42 U.S.C. §§ 9901, 9907 excluding (c), and 9908. Subrecipient agrees to perform all activities in accordance with the annual Community Action Plan (as defined in Section 35 of this Contract); the terms of the performance statement and budget submitted with the annual Community Action Plan approved by the Department as said performance state and budget may be amended from time to time; the Certifications attached hereto as Exhibit A; all such Exhibits incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its application for funding under this Contract; and with all other terms, provisions, and requirements herein set forth. Subrecipient's service area consists of the following counties:

HIDALGO

SECTION 4. DEPARTMENT OBLIGATIONS

A. In consideration of Subrecipient's full and satisfactory performance of this Contract, Department shall reimburse the actual allowable costs incurred by Subrecipient in an amount up to: **$341,938.00** in accordance with the budget as approved by the Department and the terms of this Contract.

B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole discretion based upon the status of funding under grants to Department and Subrecipient's overall compliance with the terms of this Contract.

C. Department's obligations under this Contract are contingent upon the actual receipt of adequate CSBG funds from the U.S. Department of Health and Human Services (hereinafter "HHS") and the State of Texas. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract.

D. Subrecipient shall refund to Department any sum of money which has been paid to Subrecipient by Department, which Department determines has resulted in an overpayment, or which Department determines has not been spent strictly in accordance with the terms of this Contract. Subrecipient shall make such refund within fifteen (15) days after the Department's request.

E. Department shall not release any funds under this Contract until Department has determined in writing that Subrecipient's fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for such funds.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

A. Subrecipients may request an advance for up to 30 days. As per 2 CFR Part 215.21, a cash advance must be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements.

B. In order to request an advance payment, subrecipient must submit to Department a properly completed Expenditure Report that includes a request for advance funds (Projected Expenses) together with such supporting documentation as the Department may reasonably request.

C. Subrecipient shall establish procedures to minimize the time elapsing between the transfer of funds from Department to Subrecipient and the disbursal of such funds by Subrecipient.

D. Department may use a cost reimbursement method of payment, and suspend reimbursements, if at any time (1) Department determines that Subrecipient has maintained cash balances in excess of need, (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient, or (3) Subrecipient fails to comply with the reporting requirements of Section 11.

E. All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable expenditures to be used for the exclusive benefit of the low-income population of Subrecipient's service area.

F. Department may offset or withhold any amounts otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this Contract.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the Uniform Grant Management Standards, 1 T.A.C. §5.141 et seq. (herein "Uniform Grant Management Standards"). All references therein to "local government" shall be construed to mean Subrecipient.

B. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the uniform cost principles for governments set forth in OMB Circular A-87, as implemented by 2 C.F.R. Part 225 and for non-profit organizations in OMB Circular A-122, as implemented by 2 C.F.R. Part 230; Uniform administrative requirements for governments set forth in OMB Circular A-102, and for private non-profits in OMB Circular A-110. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under circular A-133 is $500,000 of Federal funds or $500,000 of State funds.

C. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for costs incurred or performances rendered for activities specified in the CSBG Act.

D. Department shall not be liable to Subrecipient for certain costs, including but not limited to costs which:

(1) have been reimbursed to Subrecipient or are subject to reimbursement to Subrecipient by any source other than Department;

(2) are not allowable costs, as set forth in the CSBG Act and Section 6(A) of this Contract;

(3) are not strictly in accordance with the terms of this Contract, including the exhibits;

(4) have not been reported to Department within sixty (60) days following termination of this Contract; or

(5) are not incurred during the Contract Period.

SECTION 7. TERMINATION AND SUSPENSION

A. As per 10 TAC 5.206, Department may terminate or suspend this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of this Contract. If the Department determines that an Subrecipient has failed to comply with the terms of the Contract, or to provide services that meet appropriate standards, goals, or other requirements established by the Department, the Department will notify Subrecipient of the deficiencies to be corrected and require the deficiencies be corrected prior to implementing suspension.

B. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.

C. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.

D. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient.

SECTION 8. CHANGES AND AMENDMENTS

A. Any change, addition, or deletion to the terms of this Contract required by a change in state or federal law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulations.

B. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.

SECTION 9. TECHNICAL ASSISTANCE AND MONITORING

Department or its designee may conduct periodic on-site monitoring and evaluation of the efficiency, economy, and efficacy of Subrecipient's performance of this Contract. Department will advise Subrecipient in writing of any deficiencies noted during such monitoring. Department will provide technical assistance to Subrecipient and will require or suggest changes in Subrecipient's program implementation or in Subrecipient's accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. Department may conduct follow-up visits to review and assess the efforts Subrecipient has made to correct previously noted deficiencies. Department may place Subrecipient on a cost reimbursement method of payment, suspend or terminate this Contract, or invoke other remedies in the event monitoring or other reliable sources reveal material deficiencies in Subrecipient's performance or if Subrecipient fails to correct any deficiency within the time allowed by federal or state law or regulation or by the terms of this Contract.

SECTION 10. RETENTION AND ACCESSIBILITY OF RECORDS

A. Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures made under this Contract in accordance with the Uniform Grant Management Standards, Section III, Common Rule: State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C -Post Award Requirements, _.42.

B. Open Records. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract is subject to the Texas Public Information Act, Chapter 552 of Texas Government Code and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.

C. Subrecipient shall give the HHS, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) four (4) years; (ii) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; (iv) a date consistent with any other period required by federal or state law or regulation. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection. Upon termination of this Contract, all records are property of the Department.

D. Subrecipient shall include the substance of this Section 10 in all subcontracts.

SECTION 11. REPORTING REQUIREMENTS

A. Subrecipient shall submit to Department such reports on the performance of this Contract as may be required by Department including, but not limited to, the reports specified in this Section.

B. Subrecipient shall electronically submit a Performance Report and Expenditure Report to the Department on or before the fifteenth (15th) day of each month following the reported month in the Contract Period, regardless of whether Subrecipient makes a fund request. Subrecipient must file a monthly Performance and Expenditure report in a timely manner, prior to accessing funds. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract shall result in the automatic suspension of the ability of Subrecipient to request reimbursements and shall be identified as a finding in any monitoring review in accordance with the State CSBG Rules.

C. Subrecipient shall submit a final Performance Report and a final Expenditure Report to the Department after the end of the Contract Period. Subrecipient must file a final Performance and Expenditure report prior to accessing funds in the subsequent fiscal year. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract shall impact the ability of Subrecipient to request reimbursements and shall be identified as findings in monitoring reviews.

D. Subrecipient shall annually submit to Department, no later than the last day of February, a cumulative inventory of all equipment acquired, in whole or in part, with funds received under this or previous CSBG contracts. Upon the termination of this Contract, Department may transfer title to any equipment to the Department or to any other entity receiving CSBG funds from the Department.

E. If Subrecipient fails to submit within forty-five (45) days of its due date, any report or response required by this Contract, including responses to monitoring reports, Department may, in its sole discretion, suspend payments, place Subrecipient on cost reimbursement method of payment, and initiate proceedings to terminate the Contract. If Subrecipient receives CSBG funds from Department over two or more contract periods, termination proceedings may be initiated on this Contract for Subrecipient's failure to submit a report, including an audit report, past due from a prior contract.

F. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the https://www.bpn.gov/ccr/default.aspx website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Period.

SECTION 12. PROCUREMENT STANDARDS

A. Subrecipient shall comply with 24 C.F.R. Part 84, this contract, and all applicable federal, state, and local laws, regulations, and ordinances for making procurements under this contract.

B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than $5,000 unless Subrecipient has received the prior written approval of Department for such purchase.

C. When the Subrecipient no longer needs equipment purchased with CSBG grant funds, regardless of purchase price, or upon the termination of this Contract, Department may take possession and transfer title to any such property or equipment to the Department or to a third party or may seek reimbursement from Subrecipient of the current unit price of the item of equipment, in Department's sole determination. Subrecipient must request permission from the Department to transfer title or dispose of equipment purchased with CSBG grant funds.

SECTION 13. INDEPENDENT CONTRACTOR

Subrecipient is an independent contractor. Subrecipient agrees to hold Department harmless and, to the extent allowed by law, indemnify it against any disallowed costs or other claims which may be asserted by any third party in connection with Subrecipient's performance of this Contract.

SECTION 14. SUBCONTRACTS

A. Subrecipient may not subcontract the primary performance of this Contract and only may enter into contractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 9.

B. In no event shall any provision of this Section 14, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this Section does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

SECTION 15. CONFLICT OF INTEREST

It is the responsibility of the Subrecipient to comply with all applicable laws, rules, regulations, ordinances, and other legal requirements regarding conflicts of interest and nepotism. In that regard the Subrecipient is required to have in place and at all times follow policies to ensure such compliance and to avoid prohibited conflicts of interest or the appearance thereof. If an actual or suspected conflict of interest or the appearance thereof occurs or is alleged, Subrecipient shall promptly identify same, review the matter with its counsel, and advise the Department (i) what, factually, occurred, (ii) was there any violation of legal requirements or policy, and (ii) if there was a violation, what will be the corrective action to address that matter and prevent any recurrences.

SECTION 16. COMPLIANCE WITH LAWS

A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the CSBG Act, the federal rules and regulations promulgated under the CSBG Act, the State Act, the State CSBG Rules, and all federal, state, and local laws and regulations applicable to the performance of this Contract.

B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this contract that it is implementing the Drug-Free Workplace Act of 1988.

C. PRO-CHILDREN ACT OF 1994. Subrecipient shall follow the requirements of the Pro-Children Act of 1994, (20 U.S.C. Sec. 6081 et seq.) which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.

D. LIMITED ENGLISH PROFICIENCY (LEP). Subrecipients must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail provide language assistance services, including oral and written translation, where necessary.

SECTION 17. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this contract in accordance with the Uniform Grant Management Standards, Common Rule, §_.25, OMB Circular A-110 §_.24, and OMB Circular A-102, Attachment, 2e.

SECTION 18. TECHNICAL GUIDANCE

Department may issue technical guidance to explain the rules and provide directions on terms of this Contract.

SECTION 19. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

A. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.

B. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

C. Subrecipient will include the substance of Section 19 in all subcontracts.

SECTION 20. LEGAL AUTHORITY

A. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.

B. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Subrecipient's governing board to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.

C. Department shall have the right to terminate this Contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this Contract on behalf of Subrecipient to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 20.

SECTION 21. AUDIT

A. Subrecipient shall submit to Department, within sixty (60) days after the end of each fiscal year, an Audit Certification Form as specified by Department for each fiscal year in which any month of the Subrecipient's fiscal year overlaps a month of the Contract Period. Unless otherwise directed by Department, Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:

(i) Subrecipient shall have an audit conducted in accordance with 24 C.F.R. §84.26, OMB Circular A-133; and 31 U.S.C. 7501 for any of its fiscal years included within the Contract Period in which Subrecipient has expenses of more than $500,000 in state funds or $500,000 in federal financial assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term federal financial assistance includes awards of financial assistance received directly from federal agencies, or indirectly through other units of State and local government.

(ii) At the option of Subrecipient, each audit required by this section may cover Subrecipient's entire operations or each department, agency, or establishment of Subrecipient which received, expended, or otherwise administered federal funds.

(iii) Notwithstanding anything to the contrary herein, Subrecipient may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract.

(iv) Unless otherwise specifically authorized by Department in writing, Subrecipient shall submit two (2) copies of the audit report to the Department's Compliance and Asset Oversight Division and one (1) copy of the audit report to the Department's Community Affairs Division within thirty (30) days after completion of the audit, but no later than nine (9) months after the end of each fiscal period included within the period of this Contract. Audits performed under this section are subject to review and resolution of findings by the Department or its authorized representative.

B. Notwithstanding anything herein to the contrary, Department reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Contract. Subrecipient agrees to permit Department, or its authorized representative, to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit. Such financial and compliance audits may occur after the close of the Contract Period.

C. Subrecipient understands and agrees that it shall be liable to Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.

D. Subrecipient shall facilitate the performance of such audit or audits conducted pursuant to this section as Department may require of Subrecipient.

E. All approved CSBG audit reports shall be made available for public inspection within thirty (30) days after completion of the audit.

F. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.

G. Department reserves the right to conduct additional audits of the funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

SECTION 22. TRAVEL

Subrecipient shall adhere to OMB Circulars (A-87 and A-122 as appropriate), and either its board-approved travel policy, or the State of Texas travel policies. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees.

SECTION 23. POLITICAL ACTIVITY PROHIBITED

A. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

SECTION 24. FAITH BASED AND SECTARIAN ACTIVITY

Funds provided under this Contract may not be used for sectarian or inherently religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. Subrecipient shall comply with the regulations promulgated by the HHS at 45 C.F.R. §87.2.

SECTION 25. USE OF ALCOHOLIC BEVERAGES

Funds provided under this Contract may not be used for the payment of salaries to any Subrecipient's employees who use alcoholic beverages while on active duty, for travel expenses expended for alcoholic beverages, or for the purchase of alcoholic beverages.

SECTION 26. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this Contract or with funds expended under this Contract. Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.

SECTION 27. PREVENTION OF WASTE, FRAUD, AND ABUSE

A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal controls systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.

B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the CSBG program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse.

C. Subrecipient shall not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 28. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. Section 1324a (f), Subrecipient shall repay the public subsidy with interest, at the rate of five percent (5%) per annum, not later than the 120th day after the date the Department notifies Subrecipient of the violation.

SECTION 29. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS

The Department may not award a Contract that includes proposed financial participation by a person who, during the five year period preceding the date of this Contract, has been convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or assessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

By execution of this Contract, the Administrator hereby certifies that it is eligible to participate in this Program and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 30. EXCLUDED DEBARRED AND SUSPENDED PARTIES

By signing this Contract, Subrecipient certifies that neither it nor its current principle parties are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this Contract to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the Excluded Parties List System at http://www.epls.gov/ or by collecting a certification from the potential subcontractor.

SECTION 31. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source or in any way serve to reduce the funds or resources which would have been available to or provided through Subrecipient had this Contract never been executed.

SECTION 32. NO WAIVER

Any right or remedy given to Department by this Contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 33. SEVERABILITY

If any section or provision of this Contract is held to be invalid or unenforceable by a court or an administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 34. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this Contract relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.

B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:

1. Exhibit A-- Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

SECTION 35. COMMUNITY ACTION PLAN

Each eligible entity, as a condition of receipt of funding under this Act, shall submit to the Department a community action plan annually by October 31 that includes:

A. a community needs assessment every five years (next one due October 31, 2015);

B. a description of the service delivery system targeted to low-income individuals and families in the service area, including homeless individuals and families, migrants, and the elderly poor;

C. a description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultations;

D. a description of how funding under this Act will be coordinated with other public and private resources; and,

E. a description of outcome measures to be used to monitor success in promoting self-sufficiency, family stability, and community revitalization.

SECTION 36. FORCE MAJURE

If the obligations are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and

B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

SECTION 37. TIME IS OF THE ESSENCE

Time is of the essence with respect to Subrecipient's compliance with all covenants, agreements, terms and conditions of this Contract.

SECTION 38. COUNTERPARTS AND FACSIMILE SIGNATURES

This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

SECTION 39. NUMBER, GENDER

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

SECTION 40. NOTICE

A. If notice is provided concerning this Contract, notice may be given at the following (herein referred to as "Notice Address"):

As to Department:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas 78711-3941
Attention: Alfredo Mycue
Telephone: (512) 936-7823
Fax: (512) 475-3539
alfredo.mycue@tdhca.state.tx.us

As to Subrecipient:

County of Hidalgo Community Service Agency
P. O. Box 204
Edinburg, TX 78540
Attention: Maribel Navarro-Saenz, Executive Director
Telephone: (956) 383-6250 Fax: (956) 380-4324 Email: mnsaenz@csa-hidalgo.us

B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 40.

SECTION 41. VENUE AND JURISDICTION

This Contract is delivered and intended to be performed in the State of Texas. For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

EXECUTED to be effective on **January 01, 2012**

County of Hidalgo Community Service Agency

a political subdivision of the State of Texas

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas

By:
Title: Its duly authorized officer or representative
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. **61120001323** FOR THE
FY 2012 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

EXHIBIT A

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

County of Hidalgo Community Service Agency
a political subdivision of the State of Texas

The undersigned certifies, to the best of its knowledge and belief, that:

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

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

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

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

County of Hidalgo Community Service Agency

a political subdivision of the State of Texas

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

Subrecipient: County of Hidalgo Community Service Agency

COMMUNITY SERVICES BLOCK GRANT PROPOSED 2012 BUDGET

	BUDGET CATEGORIES	AMOUNT
1.	Personnel (Detailed on Budget Support Sheet B.1)	$ 939,751.00
2.	Fringe Benefits (Detailed on Budget Support Sheet B.2)	$ 381,724.00
3.	Travel (Detailed on Budget Support Sheet B.2)	$ 8,500.00
4.	General Purpose Equipment (Detailed on Budget Support Sheet B.3)	$ 10,000.00
5.	Supplies (Detailed on Budget Support Sheet B.2)	$ 20,501.00
6.	Contractual (Detailed on Budget Support Sheet B.4)	$ 22,000.00
7.	Other (Detailed on Budget Support Sheet B.5)	$ 302,888.00
8.	Indirect Costs (Based on currently approved Plan) % Base of	$
	TOTAL BUDGET	$ 1,685,364.00

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 58120001359 FOR THE FY 2012
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

SECTION 1. PARTIES TO THE CONTRACT

This CEAP Contract No. 58120001359 (the "Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (the "Department"), an agency of the State of Texas and County of Hidalgo Community Service Agency, a political subdivision of the State of Texas (the "Subrecipient"), hereinafter the "Parties".

SECTION 2. CONTRACT PERIOD

The period for performance of this contract, unless earlier terminated, is January 01, 2012 through December 31, 2012.

SECTION 3. SUBRECIPIENT PERFORMANCE

Subrecipient shall, on an equitable basis throughout its service area, operate a Comprehensive Energy Assistance Program, (the "CEAP"), in accordance with the terms of this Contract and all applicable state and federal regulations. Subrecipient shall assist low-income households, with priority being given to elderly, persons with disabilities, households with a young child 5 years of age or under, households with high energy burden and households with high energy consumption. Subrecipient shall provide services in relation to the current census demographics for age, income, and ethnicity for Subrecipient's service area. Subrecipient shall implement the CEAP in accordance with Economic Opportunity Act of 1964 (Public Law 88-452), the Low-Income Home Energy Assistance Act of 1981 as amended (42 U.S.C. Sec. 8621 et seq.) (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended) (the "LIHEAP Act"), Chapter 2306 of the Texas Government Code (herein the "State Act"), the implementing State regulations under Title 10, Part 1, Chapter 5, Subchapter D of the Texas Administrative Code, as amended or supplemented from time to time (herein the "CEAP State Rules"), the LIHEAP State Plan, Subrecipient's Service Delivery Plan as defined in the CEAP State Rules and and the Department's guidance related to CEAP. Services shall include the following categories of assistance pursuant to the CEAP State Rules as further specified in the Budget attached hereto as Exhibit A and incorporated herein for relevant purposes: (1) Household Crisis, (2) Co-Payment, (3) Elderly and Disabled, and (4) LIHEAP Assurance 16 activities.

SECTION 4. DEPARTMENT OBLIGATIONS

A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient in the amount specified in Attachment A of this Contract. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole discretion based upon factors including, but not limited to, the status of funding under grants to Department, the rate of Subrecipient's utilization of funds under this or previous contracts, the existence of questioned or disallowed costs under this or other contracts between the Parties, and Subrecipient's overall compliance with the terms of this Contract.

B. Department's obligations under this Contract are contingent upon the actual receipt of funds from the U.S. Department of Health and Human Services and the State of Texas. Department acknowledges that it has received obligations from those sources, which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.

C. Department is not liable for any cost incurred by Subrecipient which:
   a. is subject to reimbursement by a source other than Department;
   b. is for performance of services or activities not authorized by the LIHEAP Act, or which is not in accordance with the terms of this Contract;
   c. is not reported to Department on a Monthly funding/Financial/Performance Report within sixty (60) days following the termination of the Contract Period;
   d. is not incurred during the Contract Period; or
   e. is incurred for the purchase or permanent improvement of real property (other than low-cost residential weatherization or other energy-related home repairs).

D Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **$4,585,237.00.**

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

A. Each month, Subrecipient may request an advance payment by electronically submitting to Department at its offices in Travis County, Texas, no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought, a properly completed Funding Report for an amount not to exceed Subrecipient's actual cash needs for the month for which such advance is sought.

B. Subrecipient's requests for advances shall be limited to the amount needed and be timed to be in accordance with actual immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract. The timing and amount of cash advances shall be as close as administratively feasible to the actual disbursement by the Subrecipient for direct program costs and the proportionate share of any allowable indirect costs. Subrecipient shall establish procedures to minimize the time elapsing between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.

C. Subsection 5(A) notwithstanding, Department reserves the right to utilize a cost reimbursement method of payment if (1) Subrecipient maintains excessive cash balances or requests advance payments in excess of thirty (30) days need; (2) Department identifies any deficiency in the internal controls or financial management system used by Subrecipient; (3) Subrecipient violates any of the terms of this Contract; (4) Department's funding sources require the use of a cost reimbursement method of payment or (5) Subrecipient owes the Department funds.

D. Department may offset or withhold any amounts otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this Contract.

E. All funds paid to Subrecipient under this Contract are paid in trust for the exclusive benefit of the eligible clients of the CEAP and for allowable administrative, direct services support, assurance 16 activities, direct services, and training/travel expenditures.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Uniform cost principles for local governments are set forth in OMB Circular A-87, and for non-profit organizations in OMB Circular A-122. Uniform administrative requirements for local governments are set forth in OMB Circular A-102, and for non-profits in OMB Circular A-110. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under Circular A-133 is $500,000.

B. Use of Alcohol Beverages. None of the funds provided under this contract shall be used for the payment of salaries to any employee who uses alcoholic beverages during normal work hours as defined by the agency. No funds provided under this contract for travel expenses shall be used for the purchase of alcoholic beverages.

C. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for costs incurred or performances rendered for activities specified in the LIHEAP Act.

SECTION 7. TERMINATION AND SUSPENSION

A. Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract. Department shall notify Subrecipient in writing at least thirty (30) days before the date of termination.

B. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.

C. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between Parties.

D. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.

E. Nonwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient.

F. Subrecipient's failure to expend the funds provided under this Contract in a timely manner may result in either the termination of this Contract or Subrecipient's ineligibility to receive additional funding underCEAP, or a reduction in the original allocation of funds to Subrecipient.

SECTION 8. CHANGES AND AMENDMENTS

A. Any change, addition or deletion to the terms of this Contract required by a change in federal or state law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulation.

B. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature..

SECTION 9. TECNICAL ASSISTANCE AND MONITORING

Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this Contract. Department's monitoring may include a review of the efficiency, economy, and efficacy of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may require corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems in order to comply with State or Federal requirements. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this Contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any deficiency within a reasonable period of time, as determined by the Department. Department or its designee may conduct an ongoing program evaluation throughout the Contract Period.

SECTION 10. RETENTION AND ACCESSIBILITY OF RECORDS AND FILE MAINTENANCE

A. Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures of funds made under this Contract in accordance with the Uniform Grant Management Standards, Section III, Common Rule: State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C -Post Award Requirements, _.42.

B. Open Records. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract is subject to the Texas Public Information Act, Chapter 552 of Texas Government Code and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.

C. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) four (4) years; (ii) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; (iv) a date consistent with any other period required by federal or state law or regulation. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection. Upon termination of this Contract, all records are property of the Department.

D. Subrecipient shall maintain a client file system to document direct services rendered. Each client file shall contain the following:

(1) Client application containing all Department requirements;

(2) Documentation/verification of client income for the 30 days preceding their application for all household members 18 years and older, or Declaration of Income Statement (DIS) (if applicable). In order to use the DIS form, each subrecipient shall develop and implement a written policy and procedure on the use of the form, including policies requiring a client statement of efforts to obtain documentation of income with a notarized client signature; as outlined in § 5.407(c) of the CEAP State Rules.

(3) Copy of client's utility bill(s);

(4) Energy consumption history for previous 12 months (when available) (all fuel types) for Co-Payment and Elderly and Disabled;

(5) Documentation of payment (Documentation of payment may be maintained in a separate file, but must be accessible to the Department.);

(6) Documentation of benefits determination;

(7) Notice of Denial Form (if applicable);

(8) Right of appeal and procedures (if applicable) for denial or termination of services;

(9) Any documentation required by directives; and

(10) Client service agreement (as required by component).

(11) Case notes sufficient to document that Assurance 16 activities (needs assessment, referrals, budget counseling, energy conservation education and assistance with energy vendors) have occurred.

(12) Priority rating form.

E. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed.

SECTION 11. REPORTING REQUIREMENTS

A. Subrecipient shall electronically submit to Department, no later than fifteen (15) days after the end of each month of the Contract Period, a Funding Report of all expenditures of funds and clients served under this Contract during the previous month.

B. Subrecipient shall submit to Department, no later than sixty (60) days after the end of the Contract Period, an inventory of all vehicles, tools, and equipment with a unit acquisition cost of $5,000 and /or a useful life of more than one year, if purchased in whole or in part with funds received under this Contract or previous Comprehensive Energy Assistance Program contracts. The inventory shall include the vehicles, tools, equipment, and appliances purchased with heating and cooling funds on hand as of the last day of the Contract Period. Subrecipient acknowledges that all equipment and supplies purchased with funds from the CEAP are the property of CEAP and as such, stay with the subrecipient which provides CEAP services in the service area.

C. Subrecipient shall electronically submit to Department, no later than sixty (60) days after the end of the Contract Period, a final Funding Report of all expenditures of funds and clients served under this Contract. Failure of Subrecipient to provide a full accounting of funds expended under this Contract may result in the termination of this Contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within 60 days of the end of the Contract Period, Department will use the last report submitted by Subrecipient as the final report.

D. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this Contract, Department may withhold any or all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this Contract. If Subrecipient receives funds from Department over two or more Contract Periods, funds may be withheld or this Contract suspended or terminated for Subrecipient's failure to submit a past due report or response (including an audit report) from a prior contract or Contract Period.

E. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the https://www.bpn.gov/ccr/default.aspx website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Period.

SECTION 12. PROCUREMENT STANDARDS

A. Subrecipient shall comply with OMB Circular A-102, 10 C.F.R. § 600.236(b-i) and 10 T.A.C. § 5.10.

B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than $5,000 unless Subrecipient has received the prior written approval of Department for such purchase.

C. Upon the termination or non-renewal of this Contract, Department may transfer title to any such property or equipment having a unit acquisition cost (the net invoice unit price of an item of equipment) of $5,000 or more to itself or to any other entity receiving Department funding.

SECTION 13. INDEPENDENT SUBRECIPIENT

Subrecipient is an independent contractor. Subrecipient agrees to hold Department harmless and, to the extent allowed by law, indemnify it against any disallowed costs or other claims which may be asserted by any third party in connection with Subrecipient's performance of this Contract.

SECTION 14. SUBCONTRACTS

A. Subrecipient may not subcontract the primary performance of this Contract and only may enter into properly procured contractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 9.

B. In no event shall any provision of this Section 14, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under Section 14 does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section 14 does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

SECTION 15. CONFLICT OF INTEREST/NEPOTISM

A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award.

C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

D. Subrecipients who are local governmental entities shall, in addition to the requirements of this Section, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.

E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

SECTION 16. COMPLIANCE WITH LAWS

A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the LIHEAP Act, the federal rules and regulations promulgated under the LIHEAP Act, the State Act, the State CEAP Rules, LIHEAP State Plan, and all federal, state, and local laws and regulations applicable to the performance of this Contract.

B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this contract that it is implementing the Drug-Free Workplace Act of 1988.

C. PRO-CHILDREN ACT OF 1994. Subrecipient shall follow the requirements of the Pro-Children Act of 1994, (20 U.S.C. Sec. 6081 et seq.) which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.

D. LIMITED ENGLISH PROFICIENCY (LEP). Subrecipients must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail provide language assistance services, including oral and written translation, where necessary.

SECTION 17. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with the Uniform Grant Management Standards, Common Rule, §_.25, OMB Circular A-110 §_.24, and OMB Circular A-102, Attachment, 2e.

SECTION 18. NON-BINDING GUIDANCE

Department may issue technical guidance to explain the rules and provide directions on terms of this Contract.

SECTION 19. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

A. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.

B. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

C. Subrecipient will include the substance of Section 19 in all subcontracts.

SECTION 20. LEGAL AUTHORITY

A. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itslef to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.

B. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Contract to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.

C. Department shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Subrecipient, or the person signing this Contract on behalf of Subrecipient, to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for peformance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 20.

SECTION 21. AUDIT

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

(1) Subrecipient expending $500,000 or more in total Federal awards or $500,000 in total state financial assistance shall have an audit performed in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501, and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations" issued June 30, 1997. For purposes of Section 21, "Federal financial assistance" means assistance provided by a Federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, or other assistance, but does not include amounts received as reimbursement for services rendered to individuals in accordance with OMB guidelines. The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government;

(2) Sections 4 D (3) and (4) above notwithstanding, Subrecipient may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract.

(3) Subrecipient shall submit three (3) copies of such audit report and any associated management letter to the Department, two (2) copies of the audit report to Department's Compliance and Asset Oversight Division and one (1) copy of the audit report to the Department's Community Affairs Division within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subrecipient shall make audit report available for public inspection within thirty (30) days after receipt of the audit report(s). Audits performed under this Section are subject to review and resolution by Department or its authorized representative. Subrecipient shall submit such audit report to the Federal clearinghouse designated by OMB in accordance with OMB A-133.

(4) The audit report must include verification of all expenditures by budget category, in accordance with "Attachment A-Budget" of this Contract.

B. The cost of auditing services for a Subrecipient expending less than $500,000 in total Federal awards per fiscal year is not an allowable charge under Federal awards.

C. Subsection A of this Section 21 notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performance rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and obtain any documents, materials, or information necessary to facilitate such audit.

D. Subrecipient understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.

E. Subrecipient shall facilitate the performance of such audit or audits conducted pursuant to this Section 21 as Department may require of Subrecipient.

F. Subrecipient shall procure audit services through an open, competitive process at least once every four years. The auditor shall retain working papers and reports for a minimum of the three years after the date of directive of the auditor's report to the Subrecipient. Audit working papers shall be made available upon request to Department at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this Section. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

G. For any fiscal year ending within or immediately after the Contract Period, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.

SECTION 22. DEPARTMENT/CEAP TRAVEL AND TRAINING

The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to OMB Circulars (A-87 {2 CFR 225} and A-122 {2 CFR 230} as appropriate), and either its board-approved travel policy, or in the absence of such a policy, the State of Texas travel policies.

SECTION 23. POLITICAL ACTIVITY PROHIBITED

A. Funds provided under this Contract shall not be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. Funds provided under this Contract may not be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

SECTION 24. FAITH BASED AND SECTARIAN ACTIVITY

Funds provided under this Contract may not be used for sectarian or inherently religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. Subrecipient shall comply with the regulations promulgated by the HHS at 45 C.F.R. §87.2.

SECTION 25. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this Contract or with funds expended under this Contract. Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.

SECTION 26. PREVENTION OF WASTE, FRAUD, AND ABUSE

A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.

B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purposes of any investigation of the Comprehensive Energy Assistance Program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse in the Comprehensive Energy Assistance Program.

C. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 27. HB 1196 CERTIFICATION AGAINST UNDOCUMENTED WORKERS

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient/Local Operator, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient, or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. Section 1324a(f), Subrecipient shall repay the public subsidy with interest, at a rate of five percent (5%) per annum, not later than the 120th day after the date the Department notifies Subrecipient of the violation.

SECTION 28. SB 608 CERTIFICATION OF ELIGIBILITY

The Department may not award a Contract that includes proposed financial participation by a person who, during the five year period preceding the date of this Contract, has been convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or assessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

By execution of this Contract, the Subrecipient/Local Operator hereby certifies that it is eligible to participate in this Program and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 29. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to, or provided through, Subrecipient had this Contract never been executed.

SECTION 30. NO WAIVER

Any right or remedy given to Department by this Contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 31. SEVERABILITY

If any section or provision of this Contract is held to be invalid or unenforceable by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 32. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.

B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:

1 Exhibit A, Budget

2 Exhibit B, Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

3 Exhibit C, _PRWORA Requirements

4 Exhip D, Documentation of Disability

SECTION 33. VENDOR AGREEMENTS

For each of Subrecipient's vendors, Subrecipient shall implement and maintain a vendor agreement that contains assurances relating to fair billing practices, delivery procedures, and pricing procedures for business transactions involving CEAP clients. All vendor agreements are subject to monitoring procedures performed by TDHCA. All vendor agreements must be renegotiated every two years.

SECTION 34. SPECIAL CONDITIONS

The Pro-Children Act of 1994, [20 U.S.C. Sec. 6081 et seq.] requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.

SECTION 35. EXCLUDED PARTIES LIST SYSTEM

By signing this Contract, Subrecipient certifies that neither it nor its current principle parties are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this Contract to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the Excluded Parties List System at http://www.epls.gov/ or by collecting a certification from the potential subcontractor.

SECTION 36. ALLOWABLE ADMINISTRATIVE, ASSURANCE 16 ACTIVITIES, AND DIRECT SERVICES SUPPORT EXPENDITURES

A. Administrative and Assurance 16 Activities funds as defined under and in accordance with the CEAP State Rules are earned through provision of direct services to clients. Subrecipient may choose to submit a final budget revision in November of each year to use its administration, Assurance 16 Activities, and direct services support dollars for direct service categories; however, Subrecipient is still required to perform Assurance 16 Activities and Direct Service Support activities.

B. Direct Services Support expenditures as defined under and in accordance with the CEAP State Rules are earned through provision of direct services to clients and must be supported by appropriate documentation of the allowable activities. Direct Service Support includes costs not administrative in nature but those used for outreach and targeting only to eligible households. Allowable expenditures include but are not limited to salaries, fringe benefits, and travel expenditures of staff when conducting outreach, and application intake Subrecipient may opt to use LIHEAP Direct Service Support allocation for direct client services if they have used non-LIHEAP resources to serve the requirements of Direct Service Support. Computer purchases and any related expenditures must be charged to Administration, not Direct Services Support.

C. In order to achieve compliance with the LIHEAP Act, Subrecipient must coordinate with other energy related programs. Specifically, Subrecipient must make documented referrals to the local WAP subrecipient.

D. .Subrecipient shall accept applications for CEAP benefits at sites that are geographically accessible to all households in the service area. Subrecipient shall provide elderly and disabled individuals the means to submit applications for CEAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

SECTION 37. APPEALS PROCESS

In compliance with the LIHEAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner, according to the CEAP State Rules.

SECTION 38. USE OF ALCOHOLIC BEVERAGE

Funds provided under this Contract may not be used for the payment of salaries to any Subrecipient's employees who use alcoholic beverages while on active duty, for travel expenses expended for alcoholic beverages, or for the purchase of alcoholic beverages.

SECTION 39. FORCE MAJURE

If the obligations are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and

B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

SECTION 40. TIME IS OF THE ESSENCE

Time is of the essence with respect to Subrecipient's compliance with all covenants, agreements, terms and conditions of this Contract.

SECTION 41. COUNTERPARTS AND FACSIMILE SIGNATURES

This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

SECTION 42. NUMBER, GENDER

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

SECTION 43. NOTICE

A. If notice is provided concerning this Contract, notice may be given at the following (herein referred to as "Notice Address"):

As to Department:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas 78711-3941
Attention: Sharon D. Gamble
Telephone: (512)- 475-0471
Fax: (512) - 475-3935
E-mail address: Sharon.gamble@tdhca.state.tx.us

As to Subrecipient:

County of Hidalgo Community Service Agency
P. O. Box 204
Edinburg, TX 78540
Attention: Maribel Navarro-Saenz, Executive Director
Telephone: (956) 383-6250 Fax: (956) 380-4324 Email: mnsaenz@csa-hidalgo.us

B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 43.

SECTION 44. VENUE AND JURISDICTION

This Contract is delivered and intended to be performed in the State of Texas. For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

EXECUTED to be effective on : 1/1/2012 12:00:00AM

County of Hidalgo Community Service Agency
a political subdivision of the State of Texas

By:

Title:

Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

a public and official agency of the State of Texas
By:

Title Its duly authorized officer or representative

Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 58120001359 FOR THE FY 2012
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)
EXHIBIT A BUDGET
County of Hidalgo Community Service Agency, a political subdivision of the State of Texas

DEPARTMENT FINANCIAL OBLIGATIONS

$ 4,585,237.00	CEAP FUNDS CURRENTLY AVAILABLE
$ 1,200.00	TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	$ 286,502.00	-
Assurance 16	$ 229,406.00	-
Direct Services	$ 4,068,129.00	-
TOTAL CEAP BUDGET	$ 4,584,037.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	$ 1,288,241.00	31.67
Co-payment	$ 1,288,241.00	31.67
Elderly and Disabled	$ 1,288,241.00	31.67
Direct Service Support	$ 203,406.00	5.00
TOTAL DIRECT SERVICES	$ 4,068,129.00	100.00

Subrecipient's service area consists of the following Texas counties:

HIDALGO

Administrative costs, salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 6.00% of the contract expenditures, excluding Training/Travel costs.

Assurance 16 Activities costs are limited to 5.00% of the contract expenditures excluding Training and Travel costs. Direct Services Support costs are limited to 5.00% of total Direct Services expenditures.

Expenditures for Elderly/Disabled must be at least 10% of Direct Service Dollars expended. Household Crisis and Co-Payment Percentage will be established by Subrecipient. Direct Services Support (may not exceed 5% of Direct Services dollars expended).

Department's prior written approval for purchase or lease of equipment with an acquisition cost of $5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases..

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Period. A second and final budget revision must be received by the Department on or before November 16, 2012.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in contract termination. Subrecipient must document outreach, whether the outreach is conducted with "Direct Service Support" funds or other funds.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 58120001359 FOR THE FY 2012
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)
EXHIBIT B
CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
County of Hidalgo Community Service Agency, a political subdivision of the State of Texas

The undersigned certifies, to the best of its knowledge and belief, that:

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

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

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

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

County of Hidalgo Community Service Agency
a State non-profit corporation

By:

Title:

Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 58120001359 FOR THE FY 2012
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)
EXHIBIT C
PRWORA REQUIREMENTS
County of Hidalgo Community Service Agency , a political subdivision of the State of Texas

If an individual is applying for LIHEAP funds, a subrecipient must verify that the individual applying for LIHEAP funds is a qualified recipient for funding under the Personal Responsibility and Work Opportunity Act of 1996, ("PRWORA"), Pub. L. 104-193, 110 Stat. 2105, codified at 8 U.S.C. § 1601 et. seq., as amended by the Omnibus Appropriations Act, 1997, Pub. L. 104-208.

To ensure that a non-qualified applicant does not receive "federal public benefits," a unit of general purpose government that administers "federal public benefit programs" is required to determine, and to verify, the individual's alienage status before granting eligibility. 8 U.S.C. § 1642 (a) and (b). Subrecipient must use the SAVE verification system to verify and document qualified alien eligibility.

An exception to the requirement of verification of alienage status applies when the applicant's eligibility is determined by a non-profit charitable organization. To be eligible for this exemption, an organization must be both "nonprofit" and "charitable." An organization is "nonprofit" if it is organized and operated for purposes other than making gains or profits for the organization, its member or its shareholders, and is precluded from distributing any gains or profits to its members or shareholders. An organization is "charitable" if it is organized and operated for charitable purposes. The term "charitable" should be interpreted in its generally accepted legal sense as developed by judicial decisions. It includes organizations dedicated to relief of the poor and distressed or the underprivileged, as well as religiously-affiliated organizations and educational organizations. Federal Register on November 17, 1997 at 62 Fed. Reg. 61344.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 58120001359 FOR THE FY 2012
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)
EXHIBIT D
DOCUMENTATION OF DISABILITY
County of Hidalgo Community Service Agency, a political subdivision of the State of Texas

1. All CEAP purchases of portable heating/cooling units are allowable only for households "that include at least one member that is elderly, disabled, or a child aged 5 or younger when Subrecipient has met local weather crisis criteria. pursuant to 10 TAC 5.423(d)(4). No other reason for purchase, including medical reasons, shall be accepted. Notwithstanding the provisions under 10 TAC 5.423(d)(4), 10 TAC 5.423(d)(7), 10 TAC 5.402, 10 TAC 5.422(d)(3), 10 TAC 5.423(a), or 10 TAC 5.423(d)(6)-(7), under NO CIRCUMSTANCES should clients' medical information be collected or kept by Subrecipients.

2. Documentation of Disability must NOT include documentation from a medical professional such as a doctor's letter, but only other forms of documentation of disability such as Social Security or a Supplemental Security Income statement, and shall be kept in client's file to validate eligibility.

AI-31588 **12. A.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Juan Martinez

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Consideration and approval authorizing the County Auditor to conduct an audit of reimbursements made under the Interlocal Agreement with the Linn-San Manuel Fire Department pursuant to Paragraph 8.0 of the Agreement.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 **ACCT. #:** 2-1100-422-20-300-011-0-841

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

BUDGETARY IMPACT:

No Fiscal Impact at this time.

Attachments

Linn-San Manuel.2011 Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/21/2012 03:56 PM
Roland Garcia	Rolando Garcia	03/23/2012 09:35 AM
Purchasing Department	Monica Badillo	03/23/2012 03:38 PM

Form Started By: Yolanda Orozco Started On: 03/21/2012 03:10 PM

Final Approval Date: 03/23/2012

Interlocal Cooperation Agreement between Linn-San Manuel and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the 26 day of October, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Linn-San Manuel, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 26 day of October, 2011.

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

1.0 TERMS

1.1 This contract shall be for a period commencing on 26, October, 2011 and shall terminate on December 31, 2013.

1.2 After December 31, 2013, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

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

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

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

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s) excluded are situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

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

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

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

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

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

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity must notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire excluding rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

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

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material

Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

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

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission **excluding** MVA duties (traffic Control, washdowns, patient packaging)

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

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider **excluding immediate first aid to stabilize a victim at a scene, when already on scene.** This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go

through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

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

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium **excluding** propane tanks used for residential or commercial service (100lbs or under).

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

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

RECOVERY CALL – Body - Any recovery of a deceased victim.

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

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

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

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

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

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

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse **excluding** Recovery, and or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **excluding all aid to other Jurisdictions in their city limits.**

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

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

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

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

VEHICLE / COMMERCIAL VEHICLE – has the same meaning found in the Texas Transportation Code.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

COMMERCIAL VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle. (i.e. Semi Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus) **excluding** passenger vehicles privately owned for personal use (Duallys, 1 tons, Ect.)

VEHICLE FIRE (NON-COMMERCIAL) A working fire – upon arrival that involves any Passenger Type vehicle. (i.e. Personal Vehicle, car, truck, van).

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

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity **excluding** Controlled type and or (prescribed) type Brush land clearing operation or rubbish fire(s).

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

WIRELINE INCIDENTS (NON-ELECTRICAL)- where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding Entity must remove, and or mitigate the non-emergency. Any situation where there is no immediate danger to the public from an electrical wire, and the situation does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

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

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

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

3.4 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

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

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

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

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

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

COUNTY RESPONSIBILITIES

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

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

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e.Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

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

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

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

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

6.0 REIMBURSEMENT PLAN

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

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident

Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

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

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

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

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

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

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1000.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 600.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 425.00 per incident.**
(6.1.4.IV.)	**CATEGORY IV (CIV)**	**Flat Rate of $ 275.00 per incident.**
(6.1.4.V.)	**CATEGORY V (CV)**	**Flat Rate of $ 125.00 per incident.**

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

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

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

.1 **MEDICAL CALL**

.2 **MUTUAL AID**

.3 **PASSENGER VEHICLE FIRE (NON-COMMERCIAL)**

.4 **LAW ENFORCEMENT ASSISTANCE**

.5 **RECOVERY CALL – BODY**

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

.1 **WASH DOWN**

.2 **BEE ATTACK**

.3 **PETROLEUM BASED INCIDENT STANDBY**

.4 **WIRELINE INCIDENTS (ELECTRICAL)**

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

.1 **TRAFFIC CONTROL**

.2 **LANDING ZONE**

.3 **HAZARDOUS MATERIALS (AWARENESS / OPERATIONS LEVEL)**

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

.1 **FALSE ALARM CALL**

.2 **GOOD INTENT CALLS**

.3 **SERVICE CALLS**

.4 **RUBBISH FIRE(S) (AUTHORIZED / UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**

.5 **WIRELINE INCIDENTS (NON-ELECTRICAL)**

.6 **PALM TREE FIRE (NON-MOVING VEGITATION)**

.7 **MOTOR VEHICLE ACCIDENTS (PATIENT PACKAGING, SMR, SECURE VEHICLE)**

7.0. ASSIGNMENT

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

8.0. AUDIT

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

9.0. MISCELLANEOUS

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

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

9.3 ENTIRE AGREEMENT – This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly or through any agent or representative), any representations or agreements in connection with this agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

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

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

If to Entity: Linn-San Manuel Vol. Fire Dept. P.O. Box 72 Linn, Texas 78563

If to County: County of Hidalgo
Ramon Garcia, County Judge
1615 S. Closner, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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

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

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

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

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

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

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

This page left blank – will be the designated signature sheet

WITNESS THE HANDS OF THE PARTIES

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

CITY OF

Linn-San Manuel
By:

October 26, 2011
Date

ATTEST:

Lucas A. Hinojosa, Ed. D
~~City Secretary~~ Board President

COUNTY OF HIDALGO

Ramon Garcia, County Judge

11/8/11
Date

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form: Atlas & Hall, LLP

By: _____
Stephen L. Crain

APPROVED BY
COMMISSIONERS' COURT
ON: 11/8/11

COUNTY CLERK
SEAL OF HIDALGO TEXAS

Rural Emergency Service Incident Report

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

DEPARTMENT: _____ COUNTY INCIDENT: _____

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

SITUATION REPORTED:_____ SITIUATION FOUND:_____

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

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION:

_____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS:

_____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

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

COMMENTS: _____

_____

_____

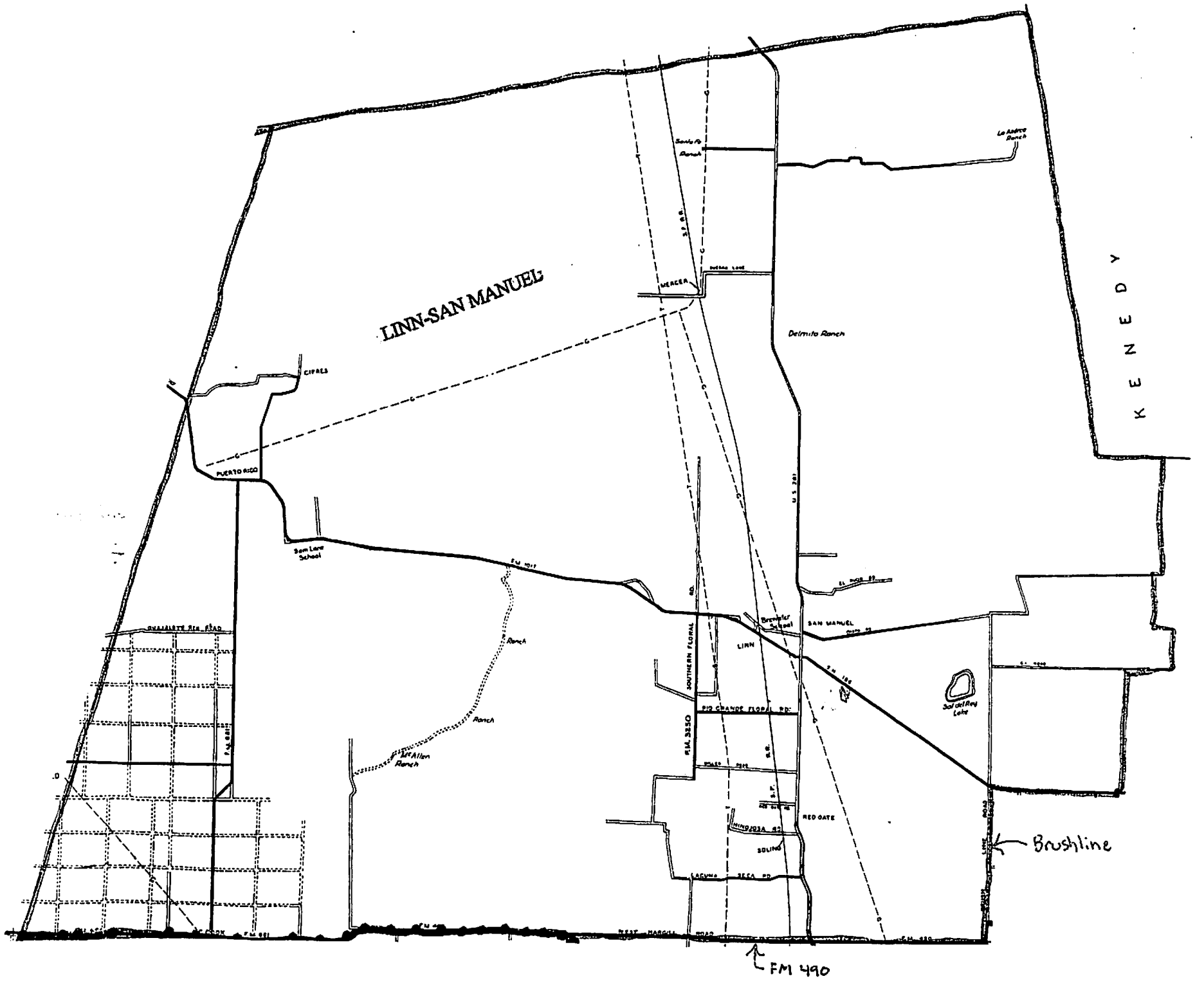
Incident Commander: _____ Report Prepared by: _____

ESTIMATED $ LOSS: _____ ATTEST: _____

Fire Chief

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

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


LINN-SAN MANUEL
KENEDY
Delmita Ranch
La Andrina Ranch
MERCER
CIPALS
PUERTO RICO
San Lara School
Ranch
McAllen Ranch
SAN MANUEL
LINN
Brownsville Seal
SOUTHERN FLORAL
RIO GRANDE FLORAL RD.
RED GATE
SOLIMO
Sal del Rey Lake
Brushline
FM 490

AI-31601 **13. A.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Teresa Flores

Department: HEAD START

Information

CAPTION

1. Requesting Exemption From Competitive Bidding Requirements Under The Texas Local Government Code 262.024 (a)(4) A Professional Architectural Services

2. Presentation Of The Scoring Grid (for the Purpose of Ranking by County Commissioners) of the Firms Graded and Evaluated through the County's approved "pool" of Architectural Services for The Relocation of The Palmview I Head Start Building

Total Scores	Dannenbaum Engineering Company-McAllen, LLP	ERO International, LLP	Alcocer, Garcia & Associates
Evaluator 1	100	98	92
Evaluator 2	99	98	96
Evaluator 3	99	98	90
Scores	298	294	278
Average	99.33	98.00	92.67
Ranking			

3. Authority To Negotiate a Professional (Architectural Service) Contract With The No. 1 Ranked Firm Of _____, For The Relocation of the Palmview I Head Start Building.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Head Start funds for this project are available.
Maintenance: Account 19-5156-20-20000-505

Attachments

Exemption From Competitive Bidding

Form Review

Inbox **Reviewed By** **Date**

Budget & Management	Merlen P. Munoz	03/22/2012 08:25 AM
Roland Garcia	Rolando Garcia	03/23/2012 10:15 AM
Purchasing Department	Monica Badillo	03/23/2012 03:38 PM

Form Started By: Linda Galaviz Started On: 03/22/2012 08:04 AM

Final Approval Date: 03/23/2012

Hidalgo County Head Start Program
Policy Council Agenda

DATE: March 21, 2012

SUBJECT:

1. Requesting Exemption From Competitive Bidding Requirements Under The Texas Local Government Code 262.024 (a)(4) A Professional Architectural Services

2. Presentation Of The Scoring Grid (for the Purpose of Ranking by County Commissioners) of the Firms Graded and Evaluated through the County's approved "pool" of Architectural Services for The Relocation of The Palmview I Head Start Building

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Evaluator 2	99	98	96
Evaluator 3	99	98	90
Scores	298	294	278
Average	99.33	98.00	92.67
Ranking			

3. Authority To Negotiate a Professional (Architectural Service) Contract With The No. 1 Ranked Firm Of _____, For The Relocation of the Palmview I Head Start Building

RATIONALE/NEED: Professional services are needed for relocation of the Palmveiw I Head Start building from its current location to county property. This task must be accomplished prior to the beginning of the new program year.

RECOMMENDATION: Administration recommends approval.

COST: Head Start funds for this project are available.

RELATED INFORMATION INCLUDED: Evaluations

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

Relocation of Palmview I Head Start Center
Evaluation of Architectural Firms

	Dannenbaum Engineering Company-McAllen, LLP				ERO International, LLP				Alcocer, Garcia & Associates			
	Evaluation			Avg.	Evaluation			Avg.	Evaluation			Avg.
	1	2	3		1	2	3		1	2	3	
A. Firms Qualifications	25	25	25	25.00	25	25	25	25.00	25	25	20	23.33
B. Firms Experience of Project	25	25	25	25.00	25	24	25	24.67	19	21	25	21.67
C. Availability & Experience	20	20	20	20.00	18	20	18	18.67	18	20	15	17.67
D. Understanding Project	20	19	20	19.67	20	19	20	19.67	20	20	20	20.00
E. Familiarity -Rules/Reg	10	10	9	9.667	10	10	10	10.00	10	10	10	10.00
TOTAL/Total AVG	100	99	99	99.33	98	98	98	98.00	92	96	90	92.67

AI-31578 **14. A.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Renan Ramirez

Department: BUDGET & MANAGEMENT

Information

CAPTION

IT Department (1100):
1. Approval of deletions, creation, and reclassifications of various regular full-time positions. Reviewed and recommended by the Classification Committee, as per section 3.22 of the Civil Service Commission Rules, effective 04/09/2012.

		Current		Proposed	
Action	**Slot No.**	**Position Title**	**Grade**	**Position Title**	**Grade**
Delete	0017	Technician II	6	-	-
Delete	0018	Administrative Assistant II	6	-	-
Create	0035	-	-	Technician III	8
Reclassification	0022	Technical Specialist II	12	Technical Services Administrator	17
Reclassification	0009	Technician III	8	Technical Specialist I	10
Reclassification	0006	Application Developer III	14	Developer and System Engineer	17

2. Approval to add the Technical Services Administrator classification to the Hidalgo County position inventory.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2- 1100-415-00-200-001-0-XXX

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

BUDGETARY IMPACT:

No Budgetary Impact - Cost Savings.

Attachments

Job Descriptions
FISCAL NOTE
Revised Salary Schedule
PAR & Reclassification forms
IT Dept Organizational Chart

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/21/2012 02:20 PM
Sylvia Solis	Sylvia Solis	03/23/2012 02:50 PM

Purchasing Department Monica Badillo 03/23/2012 03:38 PM

Form Started By: Erika Zamora Started On: 03/21/2012 01:50 PM

Final Approval Date: 03/23/2012

TECHNICIAN II

GRADE: 06

GENERAL DESCRIPTION

Provide mid-level PC technical support for all County employees and remote sites. Coordinate the order, receipt, inventory, assembly, integration, check-out, delivery and installation of personal computer related hardware and software.

EXAMPLES OF WORK PERFORMED

Provides mid-level PC technical support for all County employees and remote sites for both hardware and software

Coordinates ordering, receiving, inventory, assembly, integration, check-out, delivery and installation of personal computer related hardware and software

Monitors and manipulates computer setup options for routine computer operations

Maintains accurate computer inventory and location of all computer software and hardware including peripherals; Task includes installing and de-installing systems and maintaining accurate software licensing and information

Works with the Repository Administrator to coordinate software and hardware inventory for the County

Coordinates orders for needed computer equipment; Ensures that all equipment is ordered by purchase orders and verifies delivery dates; Ensures that equipment is delivered in good condition and contacts vendor(s) to resolve any problems (delivery, equipment, etc.) and/or coordinates delivery schedule and destination of computer hardware and software

Verifies hardware and software shipments against County purchase orders and inspects equipment upon arrival

Assembles hardware and/or software components, performs hardware/software integration to provide a stand-alone computer system, and ensures it is operating as it is designed and operates properly

Configures and installs PCs and related software and set up and configure network connections to file servers, application servers and the Internet

Coordinates deliveries and installation of equipment to user installations and performs tests to ensure the system is operating properly, de-installs equipment and provides replacement system as required

Works with vendors to resolve non-functioning equipment problems arranging for replacements and/or exchanges

Supervise and train co-workers and assistants on daily duties and during projects

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

High School diploma or equivalent, associate's degree preferred; Five (5) years of related experience; Good understanding and knowledge of computer systems is required with knowledge of mainframe systems, related software, business principles and procedures preferred.

Knowledge, Skills, and Abilities

Good understanding and knowledge of computer systems is required

Ability to work independently or as part of a team, good oral and written communication skills, strong analytical and organizational skills, ability to solve problems quickly and completely and coordinate activities simultaneously

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

ADMINISTRATIVE ASSISTANT II

GRADE: 06

GENERAL DESCRIPTION

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

EXAMPLES OF WORK PERFORMED

Prepares and disseminates information concerning agency programs and services

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

Develops, coordinates, and maintains record keeping and filing systems

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

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

Assists in planning meetings and conferences

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

May review and route mail

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

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

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in the use of standard office equipment and software

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

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment

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

TECHNICAL SPECIALIST II

GRADE: 12

GENERAL DESCRIPTION

Individual is tasked with the overall responsibility of two or more information technology driven projects. This position will be responsible for all facets of the assigned project.

EXAMPLES OF WORK PERFORMED

Responsible for maintaining assigned projects within their assigned timeline and within their allocated budgets.

Keep track of funding and budgetary expenditures for project.

Supervise departmental staff assigned to specific project tasks.

Perform data analysis of required project specifications and related project data.

Map out project objectives, timelines and resource projections.

Create and maintain documentation of all phases of the project.

Good organizational skills are required in order to keep proper maintenance records and allocate resources to individual tasks within the project.

Knowledge of and or exercise of proper safety procedures are required.

Some evening and weekend work may be required.

Performs such other duties as may be assigned.

Regular attendance is a must.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Bachelors Degree in Information Technology or related field. Five (5) years of related experience. Proven experience with technology project management is a must. Previous supervisory responsibilities are a must. Experience in technology procurement and other IT certifications are preferred. Knowledge of industry standard computer hardware and software preferred.

Knowledge, Skills, and Abilities

Requires the ability to compare and/or judge the readily observable, functional,

structural, or composite characteristics (whether similar to or divergent from obvious standards) of data, people or things.

Requires the ability to read a variety of reports, correspondence, technical manuals, forms, logs, charges, etc.

Requires the ability to prepare a variety of reports using prescribed formats and conforming to all rules of punctuation, grammar, diction, and style.

Requires the ability to speak to people with poise, voice control and confidence.

Requires the ability to apply principles of logical or scientific thinking to define problems, collect data, establish facts and draw valid conclusions; to interpret and extensive variety of technical instructions in mathematical or diagrammatically form; and to deal with several abstract and concrete variables.

Requires the ability to deal with people beyond giving and receiving instructions.

Must be adaptable to performing under minimal level of stress when confronted with persons acting under stress.

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

TECHNICAL SERVICES ADMINISTRATOR

GRADE: 17

GENERAL DESCRIPTION

Performs management/supervisory level work overseeing the department's technical support team. Work involves overseeing the daily operations, staff, and management of network, systems, and technical support for Hidalgo County. Establishes goals and objectives; develops guidelines, procedures, rules, and regulations; develops schedules, priorities, and standards for achieving established goals; coordinating and evaluating program activities; and developing and evaluating budget requests. Organizes and manages major/highly complex information technology projects that are part of the strategic, key technology direction for the county. Plans, assigns, and supervises the work of others.

EXAMPLES OF WORK PERFORMED

Oversees technical and administrative matters in Hidalgo County's Information Technology Department

Supervises, trains, evaluates, and provides leadership to the I.T. Technical Support team

Responsible for assuring employees are prioritizing outstanding work orders to ensure they are resolved in a time efficient manner

Analyzes the County's infrastructure I.T. needs; meets with various hardware and software company representatives; develops recommendations for infrastructure solutions; and participates in application development

Plan, organize, and manage assigned division to achieve goals within budgeted funds and available personnel

Determine goals and objectives, establish policies and procedures, and delegate assignments to staff as projects dictate

Participates in long-term planning of Hidalgo County's technical strategy

Develops departmental specifications, policies, and standards to guide the deployment of infrastructure (racks, servers, power, cooling, cabling, etc.)

Oversees the administration, maintenance, planning, and implementation of the County's network

Responsible for Hidalgo County's video surveillance and access control systems

Responsible for assisting County departments in determining technology needs, preparing hardware and software specifications and submitting requests in their departmental annual budget

Manages county-wide help desk to provide support and remote technical assistance including after hours and emergency 24/7 response

Responsible for the County's I.T. procurement process and inventory

Plan and establish standards and specifications for network computer systems

Develop strategic plans and policy documents that provide solutions to a wide variety of difficult problems of diverse scope and that ensure enhanced efficiency between internal staff and customer departments

Maintains inventory of infrastructure equipment including support contracts

Ensure and monitor adherence to standards and specifications

Develop moderately complex to complex computer systems' applications including the analysis of business

May prepare and present summary reports on division activities

Participate in the development and implementation of I.T. related policies and procedures

Acts as a Technology liaison for other County departments and/or I.T. vendors

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Minimum of five (5) years of mid to high level information technology management required. Graduation from an accredited four-year college or university with a Bachelor's degree in Computer Science, management information systems or related field is generally preferred. Two (2) years of experience may be substituted for one (1) year of education with a maximum substitution of two years of education.

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

Position may require various computer and technical related certifications

Knowledge, Skills, and Abilities

Knowledge of the principles, practices, and techniques of computer operations, systems, and procedures; of project control and cost estimating techniques; of computer programming

languages; of data processing flowcharting techniques; of database structures and theories; of current database technologies; and of data analysis techniques

Ability to identify and define user task needs, to process information logically, and to conduct short-range and long-range project planning studies

Ability to use highly technical computer applications

Ability to understand issues that relate aspects of and/or parts of a project to the overall circumstances and needs of the organization is also required

Ability to understand technical and reference manuals

Proficient knowledge of systems design and development practices, concepts and methods

Must use judgment in determining the most appropriate methods and procedures to complete assignments

Able to clarify and resolve technical and policy issues that arise during the project

Ability to effectively manage and supervise staff

Ability to maintain good working relationships with County employees, representatives of outside agencies, and members of the public

Contact is primarily with county employees, systems and network users, management, vendors and contractors to provide and exchange technical information, to plan and coordinate work activities and to resolve project issues and/or technical problems

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.

May be required to work irregular hours, holidays and weekends to respond to emergency situations. This may require being on call 24 hours a day, seven days a week.

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

TECHNICIAN III

GRADE: 08

GENERAL DESCRIPTION

Provide mid-level PC technical support for all County employees and remote sites. Coordinate the order, receipt, inventory, assembly, integration, check-out, delivery and installation of personal computer related hardware and software.

EXAMPLES OF WORK PERFORMED

Provides mid-level PC technical support for all County employees and remote sites for both hardware and software

Coordinates ordering, receiving, inventory, assembly, integration, check-out, delivery and installation of personal computer related hardware and software

Monitors and manipulates computer setup options for routine computer operations

Maintains accurate computer inventory and location of all computer software and hardware including peripherals; Task includes installing and de-installing systems and maintaining accurate software licensing and information

Works with the Repository Administrator to coordinate software and hardware inventory for the County

Coordinates orders for needed computer equipment; Ensures that all equipment is ordered by purchase orders and verifies delivery dates; Ensures that equipment is delivered in good condition and contacts vendor(s) to resolve any problems (delivery, equipment, etc.) and/or coordinates delivery schedule and destination of computer hardware and software

Verifies hardware and software shipments against County purchase orders and inspects equipment upon arrival

Assembles hardware and/or software components, performs hardware/software integration to provide a stand-alone computer system, and ensures it is operating as it is designed and operates properly

Configures and installs PCs and related software and set up and configure network connections to file servers, application servers and the Internet

Coordinates deliveries and installation of equipment to user installations and performs tests to ensure the system is operating properly, de-installs equipment and provides replacement system as required

Works with vendors to resolve non-functioning equipment problems arranging for replacements and/or exchanges

Supervise and train co-workers and assistants on daily duties and during projects

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Associate Degree in Computer related field. Two (2) years of related experience. Good understanding and knowledge of computer systems is required with knowledge of mainframe systems, related software, business principles and procedures preferred.

Knowledge, Skills, and Abilities

Good understanding and knowledge of computer systems is required

Ability to work independently or as part of a team, good oral and written communication skills, strong analytical and organizational skills, ability to solve problems quickly and completely and coordinate activities simultaneously

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

TECHNICAL SPECIALIST I

GRADE: 10

GENERAL DESCRIPTION

Individual is tasked with the overall responsibility of one or more information technology drive projects. This position will be responsible for all facets of the assigned project.

EXAMPLES OF WORK PERFORMED

Responsible for maintaining assigned projects within their assigned timeline and within their allocated budgets.

Perform data analysis of required project specifications and related project data.

Map out project objectives, timelines and resource projections.

Create and maintain documentation of all phases of the project.

Good organizational skills are required in order to keep proper maintenance records and allocate resources to individual tasks within the project.

Knowledge of and or exercise of proper safety procedures are required.

Some evening and weekend work may be required.

Performs such other duties as may be assigned.

Regular attendance is a must.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Bachelors Degree in Information Technology or related field. Must have at least three (3) years experience in the information technology field. Proven experience with technology project management is a must. Previous supervisory responsibilities are a must. Experience in technology procurement and other IT certifications are preferred. Knowledge of industry standard computer hardware and software preferred;

Knowledge, Skills, and Abilities

Requires the ability to compare and/or judge the readily observable, functional, structural, or composite characteristics (whether similar to or divergent from

obvious standards) of data, people or things.

Requires the ability to read a variety of reports, correspondence, technical manuals, forms, logs, charges, etc.

Requires the ability to prepare a variety of reports using prescribed formats and conforming to all rules of punctuation, grammar, diction, and style.

Requires the ability to speak to people with poise, voice control and confidence.

Requires the ability to apply principles of logical or scientific thinking to define problems, collect data, establish facts and draw valid conclusions; to interpret and extensive variety of technical instructions in mathematical or diagrammatically form; and to deal with several abstract and concrete variables.

Requires the ability to deal with people beyond giving and receiving instructions.

Must be adaptable to performing under minimal level of stress when confronted with persons acting under stress.

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

APPLICATION DEVELOPER III

GRADE: 14

GENERAL DESCRIPTION

Employee performs entry to routine computer application development. Work involves assisting in the planning, scheduling, and assigning of programming projects; coordinating programming projects; analyzing proposed computer applications; preparing and developing programs; and providing technical assistance. Employee may supervise the work of others and may train others.

EXAMPLES OF WORK PERFORMED

Consults with staff members to schedule work and coordinate programming projects

Analyzes proposed computer applications in terms of equipment requirements and capabilities

Analyzes, reviews, and revises programs to increase operating efficiency or to adapt new procedures

Codes, tests, and debugs programs and prepares test data

Prepares instructions for use during production runs and assists in preparing and developing instructions or manuals to guide end users

Prepares detailed analyses, plans, diagrams, and verification procedures for existing and proposed computer applications

Assists in developing proposed computer applications in terms of equipment requirements and capabilities

Assists in developing standards and procedures for programming staff

May assist in the generation or installation of systems software

May develop and implement specialized programs to supplement and enhance systems software

May supervise the work of others

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years experience in computer application development; Graduation from an accredited four-year college or university with major course work in computer science, or a related field is generally preferred.

Knowledge, Skills, and Abilities

Knowledge of the principles, practices, and techniques of computer programming and systems analysis; of computer operations procedures and systems; and of computer programming languages (Microsoft products, C #, Oracle, and MS SQL servers)

Skill in the use of computer equipment and in modifying programs for computer applications

Ability to analyze problems and develop solutions; to code, test, and debug computer programs; to determine software problems; to communicate effectively; 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

DEVELOPER AND SYSTEM ENGINEER

GRADE: 17

GENERAL DESCRIPTION

Performs complex (senior-level) software development. Work involves analyzing, designing, programming and developing web and form based applications. Oversees all aspects of the county department's databases. Works under limited supervision with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Coordinates system development tasks to include design, integration, and formal testing

Designs, codes, and debugs applications in various software languages

Performs software analysis and identifies code metrics, system risks and software reliability

Oversees all transitions into production

Develops and completes actions in system specifications, technical and logistical requirements and other disciplines

Creates and maintains programmatic and technical documentation to ensure efficient planning and execution

Performs software modeling and simulation

Manages and documents system configurations

Notifies and trains users on changes to assigned hardware and software

Provides assistance to office staff with computer software, hardware or system problems

Prepares recommendations on software and hardware programs

Develops, implements, and maintains the department's policies and procedures regarding security and disaster recovery to ensure data and systems are secure

Maintains storage management software

Develops test plans for system changes

Automates systems software

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Minimum of seven (7) years of experience in system development, software engineering, or related field required. Graduation from an accredited four-year college or university with major course work in Computer Science, Computer Information Systems or related field preferred. Two (2) years of experience may be substituted for one (1) year of education.

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

Knowledge of the practices, principles, and techniques of computer operation; of information systems; of computer software and hardware; of information security policies and procedures; of local and wide area networks; and of the management of information systems

Skill in the use and support of personal computers, in the use of applicable programs and systems, and in troubleshooting information systems

Ability to operate information technology systems, to troubleshoot and repair equipment, to communicate effectively, and to assign and/or supervise the work of others

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
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: 31578

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, March 27, 2012

Summary of request/proposal:
IT Dept (1100):
1. Approval to delete one (1) Technician II position, slot# 0017, effective 3/27/12
2. Approval to delete one (1) Administrative Assistant II position, slot# 0018, effective 3/27/12
3. Approval to create one (1) Technician III position, slot# 0035, effective 3/27/12
4. Approval to reclassify the following positions, as stated below, reviewed and recommended by the Classification Committee, as per section 3.22 of the Civil Service Commission Rules, effective 4/9/2012.

				Current			Proposed			
Fund	Position Title	Slot#	Obj	G	S	Salary	G	S	Salary	Total Requested
1100	TECHNICIAN II	0017	113	6	4	30,141.00			0.00	(30,141.00)
1100	ADMINISTRATIVE ASSISTANT II	0018	113	6	6	32,051.00			0.00	(32,051.00)
1100	TECHNICIAN III	0035	113			0.00	8	1	31,815.00	31,815.00
1100	TECHNICAL SPECIALIST II RECLASSIFY TO TECHNICAL SERVICES ADMINISTRATOR	0022	113	12	3	46,725.00	17	1	63,599.00	16,874.00
1100	TECHNICIAN III RECLASSIFY TO TECHNICAL SPECIALIST I	0009	113	8	1	31,815.00	10	1	37,109.00	5,294.00
1100	APPLICATION DEVELOPER III TO DEVELOPER AND SYSTEM ENGINEER	0006	113	14	4	55,788.00	17	1	63,599.00	7,811.00
						196,520.00			196,122.00	(398.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT)	AMOUNT
2-1100-415-00-200-001-0-	113	INFO TECH DEPT REG F/T EMPLOYEES	($1,338.73)
2-1100-415-00-200-001-0-	211	INFO TECH DEPT HEALTH INSURANCE	($3,190.80)
2-1100-415-00-200-001-0-	212	INFO TECH DEPT LIFE INSURANCE	($20.69)
2-1100-415-00-200-001-0-	220	INFO TECH DEPT FICA	($102.41)
2-1100-415-00-200-001-0-	230	INFO TECH DEPT RETIREMENT	($133.21)
2-1100-415-00-200-001-0-	250	INFO TECH DEPT UNEMPLOYMENT COMP	($6.69)
2-1100-415-00-200-001-0-	260	INFO TECH DEPT WORKER'S COMP	$0.00
		2012 BUDGETARY IMPACT:	($4,792.53)

2013 Budgetary Impact: **($4,661.04)**

Possible Funding Sources: **NO BUDGETARY IMPACT-COST SAVINGS**

Comments:

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-415-00-200-001-0
Information Technology

AI- 31578

Slot #	Object	Position Title	Grade	Step	2012 Grade & Step Salary	2012 Approved Budgeted Salary	Actual Salary	Other Allowances: Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	2012 Actual Total Compensation
0001	112	CHIEF INFORMATION OFFICER				$92,412.00	$92,412.00	$720.00	$0.00	$0.00	$0.00	$0.00	$93,132.00
0002	113	INFORMATION SYSTEM ADM	18	3	$73,495.00	$73,495.00	$74,550.00	$840.00	$0.00	$0.00	$4,800.00	$0.00	$80,190.00
0003	113	TECHNICIAN VI	14	6	$59,322.00	$59,322.00	$60,140.00	$480.00	$0.00	$0.00	$2,400.00	$0.00	$63,020.00
0005	113	APPLICATION DEVELOPER III	14	4	$55,788.00	$55,788.00	$55,788.00	$420.00	$0.00	$0.00	$0.00	$0.00	$56,208.00
		RECLASSIFY THE FOLLOWING:											
		DEVELOPER & SYSTEM ENGINEER	**17**	**1**	**$63,599.00**	**$63,599.00**							
0006	113	~~APPLICATION DEVELOPER III~~	~~14~~	~~4~~	~~$55,788.00~~	~~$55,788.00~~	$55,788.00	$360.00	$0.00	$0.00	$0.00	$0.00	$56,148.00
0007	113	TECHNICIAN V	12	5	$49,344.00	$49,344.00	$49,344.00	$720.00	$0.00	$0.00	$3,600.00	$0.00	$53,664.00
0008	113	TECHNICIAN V	12	3	$46,314.00	$46,314.00	$46,314.00	$0.00	$0.00	$0.00	$0.00	$0.00	$46,314.00
		RECLASSIFY THE FOLLOWING:											
		TECHNICAL SPECIALIST I	**10**	**1**	**$37,109.00**	**$37,109.00**							
0009	113	~~TECHNICIAN III~~	~~8~~	~~1~~	~~$31,815.00~~	~~$31,815.00~~	$31,815.00	$300.00	$0.00	$0.00	$0.00	$0.00	$32,115.00
0010	113	TECHNICAL SPECIALIST I	10	5	$42,305.00	$42,305.00	$42,305.00	$300.00	$0.00	$0.00	$0.00	$0.00	$42,605.00
0012	113	TECHNICIAN III	8	3	$34,043.00	$34,043.00	$34,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,500.00
0013	113	ADMINISTRATIVE ASSISTANT II	6	9	$34,916.00	$34,916.00	$34,916.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$36,176.00
0014	113	TECHNICAL SPECIALIST I	10	5	$42,305.00	$42,305.00	$42,305.00	$660.00	$0.00	$0.00	$0.00	$0.00	$42,965.00
0015	113	ADMINISTRATIVE ASSISTANT III	8	3	$34,043.00	$34,043.00	$34,043.00	$300.00	$0.00	$0.00	$0.00	$0.00	$34,343.00
		DELETE THE FOLLOWING:											
~~0017~~	~~113~~	~~TECHNICIAN II~~	~~6~~	~~4~~	~~$30,141.00~~	~~$30,141.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
~~0018~~	~~113~~	~~ADMINISTRATIVE ASSISTANT II~~	~~6~~	~~6~~	~~$32,051.00~~	~~$32,051.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0019	113	TECHNICIAN I	4	0	$22,216.00	$22,216.00	$22,216.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,216.00
0020	113	TECHNICIAN I	4	2	$24,203.00	$24,203.00	$24,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,500.00
0021	113	TECHNICIAN I	4	1	$23,385.00	$23,385.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,385.00
		RECLASSIFY THE FOLLOWING:											
		TECHNICAL SERVICES ADMINISTRATOR	**17**	**1**	**$63,599.00**	**$63,599.00**							
0022	113	~~TECHNICAL SPECIALIST II~~	~~12~~	~~3~~	~~$46,314.00~~	~~$46,314.00~~	$46,725.00	$540.00	$0.00	$0.00	$3,600.00	$0.00	$50,865.00
0023	113	TECHNICAL SPECIALIST I	10	1	$37,109.00	$37,109.00	$37,109.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,109.00
0025	113	GIS OPERATOR IV	14	1	$50,487.00	$50,487.00	$50,614.00	$420.00	$0.00	$0.00	$0.00	$0.00	$51,034.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-415-00-200-001-0
Information Technology

AI- 31578

								Other Allowances					
Slot #	Object	Position Title	Grade	Step	2012 Grade & Step Salary	2012 Approved Budgeted Salary	Actual Salary	Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	2012 Actual Total Compensation
0027	113	TECHNICIAN II	6	1	$27,276.00	$27,276.00	$27,276.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,276.00
0030	113	TECHNICIAN II	6	5	$31,096.00	$31,096.00	$31,096.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,096.00
0031	113	TECHNICAL SPECIALIST I	10	1	$37,109.00	$37,109.00	$37,109.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,109.00
0032	113	CJIS ADMINISTRATOR	17	1	$63,599.00	$63,599.00	$63,599.00	$0.00	$0.00	$0.00	$0.00	$0.00	$63,599.00
T033	121	LUCA PROGRAM CLERK	0	0	$0.00	$18,720.00	$18,720.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,720.00
T034	121	LUCA PROGRAM CLERK	0	0	$0.00	$18,720.00	$18,720.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,720.00
		CREATE THE FOLLOWING:											
0035	113	TECHNICIAN III	8	1	$31,815.00	$31,815.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
					$984,477.00	$1,055,007.00	$1,055,289.00	$7,320.00	$0.00	$0.00	$14,400.00	$0.00	$1,077,009.00

Approval of the deletions, creations, and reclassifications of the above highlighted full-time positions. Reviewed and recommended by classification committee, as per section 3.22 of the Civil Service Commission Rules

Personnel actions pending CC approval.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: IT DEPARTMENT (200-001) **DATE:** 03/12/2012

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT II **CURRENT SLOT. #:** 0018

REQUESTED POSITION TITLE: N/A
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other DELETE POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ G6, S6 - $ 32,051.00 (Current Budgeted Salary) $ -0- (Proposed Budgeted Salary) $ (32,051.00) (Net Change)

Position to be funded from one of the following:

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

☑ Other Surplus funds to be utilized to create a Technician III position.

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Need to delete, to create a more technology oriented position.

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)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	03/12/2012 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	3/23/2012 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	3/23/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: IT DEPARTMENT (200-001) **DATE:** 03/12/2012

CURRENT POSITION TITLE: N/A **CURRENT SLOT. #:** 0035

REQUESTED POSITION TITLE: TECHNICIAN III
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ G8, S1 - $31,815.00 (Proposed Budgeted Salary) $ $31,815.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Surplus funds from delete Administrative Assistant II position to be utilized to fund new Technician III position.

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Delete Administrative Assistant II, need more technology minded individual with increased odyssey work and increased demand from Hidalgo County Sheriff Office, this is a necessary move

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

Provide mid-level PC technical support for all County employees and remote sites. Coordinate the order, receipt, inventory, assembly, integration, check-out, delivery and installation of personal computer related hardware and software.

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 03/12/2012	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 3/23/2012	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 3/23/2012	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

CLASSIFICATION COMMITTEE RECOMMENDATION FORM

DEPARTMENT NAME: INFO TECH DEPARTMENT **DATE:** 3/27/2012

DEPARTMENT NUMBER: 200 **PROGRAM NUMBER:** 001

CURRENT SLOT #: 0022 **NO. OF POSITIONS:** 1

DEPARTMENT CLASSIFICATION REQUEST- *RECLASSIFICATION*

CURRENT

TECHNICAL SPECIALIST II	46,725.00 (GRADE 12/ STEP 3)
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

TECHNICAL SERVICES ADMINISTRATOR	63,599.00 (GRADE 17/ STEP 1)
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

TECHNICAL SERVICES ADMINISTRATOR	63,599.00 (GRADE 17/ STEP 1)
Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

Include classification for the Technical Services Administrator position under the Classification & Compensation Pay Plan position inventory.

SIGNATURES

Estella A. Cortez	3/23/2012
Human Resources Representative	Date
Norma G. García	03/23/12
County Treasurer Representative	Date
	3/23/2012
Budget & Management Representative	Date

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: INFORMATION TECHNOLOGY **DATE:** 12/16/2011

CURRENT POSITION TITLE: TECHNICAL SPECIALIST II **CURRENT SLOT. #:** 0022

REQUESTED POSITION TITLE: TECHNICAL SERVICES ADMINISTRATOR
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 46,725 (Current Budgeted Salary) $ 63,599 (Proposed Budgeted Salary) $ 16,874 (Net Change)

Position to be funded from one of the following:

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

☒ Other Funds from deletion of position

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Critical business need for a position that has assumed more duties and greater responsibilities including the supervision of technical support staff, assisting in the implementation of new county wide IT projects, responsible for contract interpretation and liaison between vendors for technology related purchases, as well as inventory control, software licenses, and infrastructure services.

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

In charge of infrastructure needs; construction, maintenance or changes to county facilities as it relates to technology.

Supervise IT Technician personnel. Manage IT help desk process. Manage IT inventory install across the county. On call 24 hours.

Charged with procurement process as it relates to technology. Liasons with technical staff of different departments and agencies.

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Renan Ramirez DEPARTMENT HEAD	12/16/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	3/23/2012 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/23/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

CLASSIFICATION COMMITTEE RECOMMENDATION FORM

DEPARTMENT NAME: INFO TECH DEPARTMENT **DATE:** 3/27/2012

DEPARTMENT NUMBER: 200 **PROGRAM NUMBER:** 001

CURRENT SLOT #: 0009 **NO. OF POSITIONS:** 1

DEPARTMENT CLASSIFICATION REQUEST- *RECLASSIFICATION*

CURRENT

TECHNICIAN III	31,815.00 (GRADE 8/ STEP 1)
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

TECHNICAL SPECIALIST I	37,109.00 (GRADE 10/ STEP 1)
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

TECHNICAL SPECIALIST I	37,109.00 (GRADE 10/ STEP 1)
Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

SIGNATURES

Esther A Cortez	3/23/2012
Human Resources Representative	Date
Norma G. García	03/23/12
County Treasurer Representative	Date
	3/23/2012
Budget & Management Representative	Date

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: INFORMATION TECHNOLOGY **DATE:** 12/19/2011

CURRENT POSITION TITLE: TECHNICIAN III **CURRENT SLOT. #:** 0009

REQUESTED POSITION TITLE: TECHNICAL SPECIALIST I
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 31,815.00 (Current Budgeted Salary) $ 37,109.00 (Proposed Budgeted Salary) $ 5,294.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other Funds from deletion of position

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Critical business need for a position that has assumed additional responsibilities including being assigned complex county wide projects, and duties such as server maintenance, virtual environments, county wide data back up, access and many other technical duties out of the realm of his current job description.

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

Employee must be well rounded in order to make effective decisions due to the uptime of the critical systems that are administered. Employee is to administer virtual desktop infrastructure, virtual servers, access control system, security camera system, basic networking and hardware repair.

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Renan Ramirez DEPARTMENT HEAD	12/19/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	3/23/2012 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/23/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

CLASSIFICATION COMMITTEE RECOMMENDATION FORM

DEPARTMENT NAME: INFO TECH DEPARTMENT **DATE:** 3/27/2012

DEPARTMENT NUMBER: 200 **PROGRAM NUMBER:** 001

CURRENT SLOT #: 0006 **NO. OF POSITIONS:** 1

DEPARTMENT CLASSIFICATION REQUEST- *RECLASSIFICATION*

CURRENT

APPLICATION DEVELOPER III	55,788.00 (GRADE 14/ STEP 4)
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

DEVELOPER AND SYSTEM ENGINEER	63,599.00 (GRADE 17/ STEP 1)
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

DEVELOPER AND SYSTEM ENGINEER	63,599.00 (GRADE 17/ STEP 1)
Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

SIGNATURES

Human Resources Representative	Date 3/23/2012
County Treasurer Representative	Date 03/23/12
Budget & Management Representative	Date 3/23/2012

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: INFORMATION TECHNOLOGY DATE: December 19, 2011

CURRENT POSITION TITLE: Application Developer III CURRENT SLOT. #: 0006

REQUESTED POSITION TITLE: **Developer and System Engineer**

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 55,788.00 (Current Budgeted Salary) $ 63,599.00 (Proposed Budgeted Salary) $ 7,811.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other Funds from deletion of position

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Critical business need as employees researches, designs, develops, & maintains enterprise-wide software systems & data migration, integration and management tools. This position acts as the IT Security officer and is in charge of critical Security monitoring software, hardware and systems.

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)

Monitor and improve computer, internet and network security, Monitor internet usage for acceptable use violations, Network virus control and monitoring, Support the County Treasurer's department, Facilitate salary, benefits and accounts data migration. Perform high level tech support as needed.

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	2/8/2012 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	3/23/2012 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/23/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: INFORMATION TECHNOLOGY DATE: December 16, 2011

CURRENT POSITION TITLE: Technician II CURRENT SLOT. #: 0017

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 30,141.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ (30,141.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Deleted position as duties have been reassigned to other staff. Funds for this position will be used to cover cost of reclassifications. ##

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)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

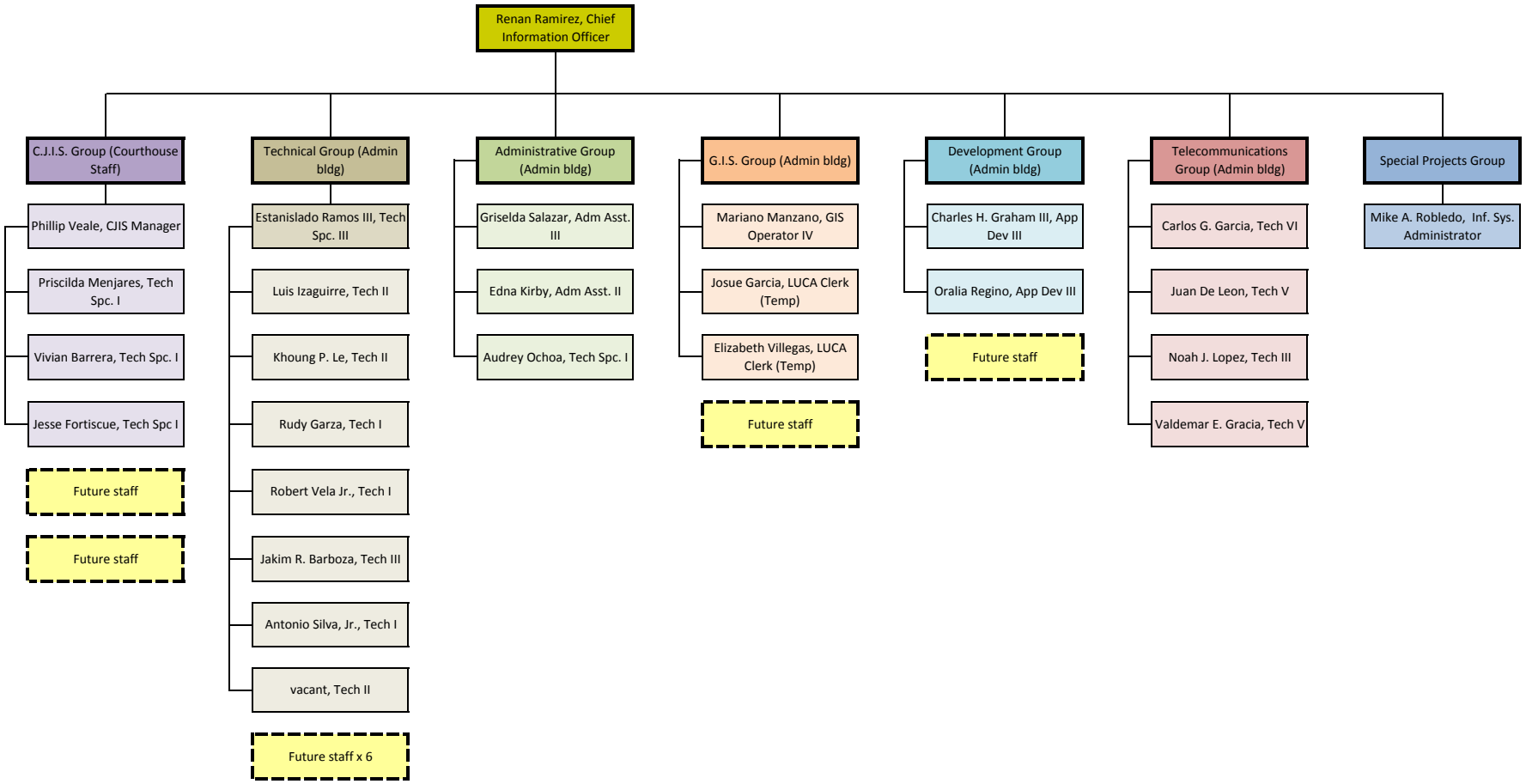
COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Reyan Ramirez DEPARTMENT HEAD	12/16/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	3/23/2012 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/23/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Information Technology Department



3/22/2012

AI-31493 **15. A.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Monica Leal

Department: URBAN COUNTY

Information

CAPTION

Requesting approval of a budget and program amendment for City of Weslaco FY 23 & 24 (2010 & 2011) work plans. The amendment will add the following project description to the Water/Sewer Improvements activity for FY 23 (2010): a new construction of a recycling waterline for the existing water plant an already existing project in Fiscal Year 22 (2009); delete the Clearance and Demolition and Youth Services activities; increase funding to the following activities: Public Facilities by $35,944.40, Water/Sewer Improvements by $13,875.00 and create a Parks, Recreational Facilities by $10,000.00 for FY 24 (2011).

BACKGROUND

A Public Hearing was held on March 6, 2012 at 6:00 P.M. and citizen participation requirements have been met. City of Weslaco proposed budget and program amendment for Fiscal Years 23 & 24 (2010 & 2011):

The proposed amendment will delete:
Clearance and Demolition and Youth Services activities

The proposed amendment will increase:
Public Facilities $35,944.40
Water/Sewer Improvements $13,875.00

The proposed amendment will create:
Parks, Recreational Facilities activity and allocate $10,000.00 approved/ongoing Placita Park improvement project consisting of construction of restroom facilities, sidewalks, water and sewer line extensions, and related appurtenances for an already approved 2010 project.

Attachments

Public Hearing Notice City of Weslaco

City of Weslaco/Certificate

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/15/2012 07:00 AM
Olga Garza	Olga Garza	03/15/2012 03:04 PM
Purchasing Department	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Mary Flores Started On: 03/14/2012 03:46 PM

Final Approval Date: 03/19/2012

The Monitor March 2, 2012

PUBLIC HEARING NOTICE
CITY OF WESLACO
URBAN COUNTY PROGRAM
BUDGET AND PROGRAM AMENDMENT

In compliance with the Community Development Block Grant (CDBG) requirements, The City of Weslaco will conduct a Public Hearing to solicit input from interested parties on the proposed budget and program amendment to its Urban County Program Years 23 & 24 (2010 & 2011) Work Plan.

The public hearing will be held on Tuesday, March 6, 2012 at 6:00 P.M. at the City of Weslaco, City Hall located at 255 S. Kansas, Weslaco, TX 78596. The following is the proposed budget and program amendment:

CITY OF WESLACO

Existing Budget	**Urban County Year 23 Activities**	**Proposed Budget**
$240,463.66	Water/Sewer Improvements	$240,463.66

The proposed amendment will add the following project description to its Water/ Sewer Improvements activity: new construction of recycling waterline for the existing water plant, an already existing project in Fiscal Year 22 (2009).

Existing Budget	**Urban County Year 24 Activities**	**Proposed Budget**
$ 20,875.00	Clearance and Demolition (-$20,875.00)	$ 0.00
$ 38,944.40	Youth Services (-$38,944.40)	$ 0.00
$ 16,315.00	Public Facilities +$35,944.40	$ 52,259.40
$215,151.70	Water/Sewer Improvements +$13,875.00	$229,026.70
$ 0.00	Parks, Recreational Facilities +$10,000.00	$ 10,000.00
$291,286.10	**TOTAL**	**$291,286.10**

The proposed amendment will **delete** the Clearance and Demolition activity and **increase** the Water/Sewer Improvements by $13,875.00 and add the following project to the workplan: a new construction of a recycling waterline for the existing water plant, an already existing project in Fiscal Year 22 (2009).

The proposed amendment will **create** a Parks, Recreational Facilities activity and allocate $10,000.00 in funding for an already approved/ongoing Placita Park improvement project consisting of construction of restroom facilities, sidewalks, water and sewer line extensions, and related appurtenances, to an already approved 2010 project.

The proposed amendment will **delete** the Youth Services activity and add $35,944.40 to the public facilities improvements at the Library. The project consist of the reconstruction and expansion of the bathroom facility at the public library to meet ADA compliance, to include but not limited to the purchase and installation of bathroom fixtures, engineering fees, material testing fees, and advertisements and all related appurtenances, to an already approved 2011 project.

ACCOMODATIONS FOR INDIVIDUALS WITH DISABILITIES WILL BE PROVIDED UPON REQUEST. LAS PRESENTACIONES SE HARAN EN ESPAÑOL PARA AQUELLA(S) PERSONAS QUE ASI LO DESEEN.

For more information, please come by the Weslaco City Hall located at 255 S. Kansas Ave., Weslaco, Texas 78596 or call (956) 968-3181.

WRITTEN COMMENTS CAN BE FORWARDED TO:

City of Weslaco

"The City on the Grow"

Miguel D. Wise, Mayor
John F. Cuellar, Mayor Pro-Tem, District 2
Robert J. Garza, Commissioner, District 1
Olga M. Noriega, Commissioner, District 3
Gerardo "Jerry" Tafolla, Commissioner, District 4
Lupe V. Rivera, Commissioner, District 5
Joe A. Martinez, Commissioner, District 6

Leonardo Olivares, City Manager

CERTIFICATE

I, Elizabeth M. Walker, City Secretary of the City of Weslaco, Texas, **DO HEREBY CERTIFY**, that the Weslaco City Commission at their Regular Meeting of March 6, 2012 held a public hearing at 6:00 p.m. to solicit input in compliance with the Consolidated Plan for Community Planning & Development (CDBG, HOME, ESG) on the City's Budget and Program Amendment under the 25th Urban County Program (Years 2010 and 2011). Such action of the Weslaco City Commission is recorded in Volume 47 of the Weslaco Minute Book.

DATED this 14th day of March 2012.

CITY OF WESLACO

Elizabeth M. Walker
City Secretary

NOTARY

SWORN AND SUBSCRIBED before me, this 14th day of March 2012 and that the above facts are true and correct to the best of her knowledge.

REBEKAH MARIE DE LA FUENTE
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
11-15-2014

Rebekah de la Fuente, Notary Public
My Commission expires: 11/15/2014

STATE OF TEXAS
COUNTY OF HIDALGO

City of Weslaco

"The City on the Grow"

Weslaco
All-America City
2002

Miguel D. Wise, Mayor
John F. Cuellar, Mayor Pro-Tem, District 2
Robert J. Garza, Commissioner, District 1
Olga M. Noriega, Commissioner, District 3
Gerardo "Jerry" Tafolla, Commissioner, District 4
Lupe V. Rivera, Commissioner, District 5
Joe A. Martinez, Commissioner, District 6

Leonardo Olivares, City Manager

March 14, 2012

Monica Leal
Program Coordinator
County of Hidalgo Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: Proposed Amendment Request for County Commissioners' Consideration.

Dear Ms. Leal:

The City of Weslaco respectfully requests consideration of the proposed program amendments for Program Years 2010 and 2011. The City of Weslaco conducted a hearing on March 6, 2012

Please contact me should at (956) 973-3114 kayarzagoitia@weslacotx.gov should you have any questions or require anything further. Thank you kindly.

Sincerely,

Kevin Ayarzagoitia
Accountant II/Grants Compliance Coordinator
(956) 973-3114 kayarzagoitia@weslacotx.gov

AI-31486 **15. B.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Monica Leal

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the City of Edcouch is requesting approval and award of best and final negotiated contract with Quintanilla, Headley and Associates, Inc. in the amount of $8,650.00 utilizing CDBG Year 24 (2011) for the City of Edcouch – Water/Sewer Improvements.

BACKGROUND

Quintanilla, Headley and Associates, Inc. submitted a best and final offer for professional engineering services for the Water Treatment Plant Improvements (sludge transfer pump, clarifier scrapper motors, air compressor, Scada System) for the 2011 City of Edcouch – Water/Sewer Improvements Project. Quintanilla, Headley and Associates, Inc. was the highest ranked firm by County Commissioner's Court. Contract approval in the amount of $8,650.00. See attached scope of services and Best and Final Offer Letter.

Contract Amount: $ 8,650.00

Funds Available: $ 193,900.00 FY 24 (2011) Water/Sewer Improvements

Attachments

City of Edcouch Professional Service Agreement Quintanilla Headley & Associates

Contract-Revised

Certificate of Insurance-Revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/14/2012 03:44 PM
Olga Garza	Olga Garza	03/16/2012 01:29 PM
Purchasing Department	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Mary Flores Started On: 03/14/2012 03:21 PM

Final Approval Date: 03/19/2012

CITY OF EDCOUCH

Robert S. Schmalzried - Mayor
Eddy Gonzalez - Mayor Pro-temp
Veronica Solis - Alderwoman PL 1
Noe Garcia Jr. – Alderman PL 2
Ruth Ruiz – Alderwoman PL 3
Daniel Guzman – Alderman PL 4
Juan Cedillo - City Manager

Received
MAR 8 2012
Urban County Program
By:

March 6, 2012

Monica Leal
Urban County Program Coordinator
1916 Tesoro Blvd.
Pharr, Texas 78539

RE: Water/Wastewater Improvements Project

Dear Ms. Leal:

Be advised that the City of Edcouch has received, reviewed and approved the best and final offer as submitted by Quintanilla, Headley and Associates for the aforementioned UCP Project.

The City requests that your office accept and approve the contract for Quintanilla, Headley and Associates, Inc. in the amount of $ 8,650.00.

If you have any questions regarding this matter, please do not hesitate to contact my office at 956 262 2140.

Sincerely,

JUAN CEDILLO
City Manager

cc: Antonio "Tony" Barco, Deputy Director
Quintanilla, Headley & Associates

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Part I - Professional Services Agreement

This Agreement, entered into this 28th day of March 2012 by and between City of Edcouch, (hereinafter called the "Party") and Quintanilla, Headley and Associates, Inc., duly authorized Engineer, herein acting by Alfonso Quintanilla, P.E., R.P.L.S. (hereinafter called the "Engineer").

WITNESSETH THAT:

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

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

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

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

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

SECTION I
EMPLOYMENT OF THE ENGINEER

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

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed Water/Sewer Improvements Account(s) 5011-20-0310-5000-2000. *(See Exhibit A)*

2.1 Preliminary Phase

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

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

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

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

2.2 Design Phase

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

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

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

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

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

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

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

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

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any

construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

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

b. Prepare the formal Contract Documents for the Contractor.

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

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

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

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

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

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

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

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

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

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

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

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

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

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

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

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

SECTION IV
REIMBURSABLE EXPENSES

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

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

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

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

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

5.3 Furnish the Engineering services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

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

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

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

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

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

SECTION VI
PAYMENTS TO THE ENGINEER

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

6.1 The Engineer shall be paid a total fixed amount of **$ 8,650.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

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

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

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

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

SECTION VII
OWNERSHIP OF DOCUMENTS

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

SECTION VIII
TERMINATION

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

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

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

SECTION IX
COUNTY AND CITY OFFICIALS

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

SECTION X
SUCCESSORS AND ASSIGNS

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

SECTION XI
TIME OF PERFORMANCE

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

SECTION XII
VENUE

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

SECTION XIII
CHANGES

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

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

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

SECTION XV
ASSIGNABILITY

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

SECTION XVI
GENERAL

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

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

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

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

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

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

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

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

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

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

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

SECTION XVII
INSURANCE

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

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

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

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

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

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

SECTION XVIII
WARRANTY

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

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **March 28, 2012**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.
This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Alfonso Quintanilla, P.E., R.P.L.S.

Firm Name: **Quintanilla, Headley and Associates, Inc.**

Address: **124 E. Stubbs,**
City/ST/ZIP: **Edinburg, TX 78539**

FED ID #/SS #: **74-2648167**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

(seal) _____
Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Exhibit "A"

(Scope of Services)

see attached

EXHIBIT "A"

Urban County Program

Project: City of Edcouch – Water Treatment Plant Improvements (Sludge Transfer Pump, Clarifier Scrapper Motors, Air Compressor, SCADA Equipment)

Scope of services to be provided by the Engineer

1. Preparation of plans.
2. Preparation of technical specifications.
3. Prepare bid documents.
4. Prepare bid award recommendation.
5. Approve shop drawings.
6. Provide construction observations.

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

REGISTRATION NUMBER F-1513
CONSULTING ENGINEERS · LAND SURVEYORS
124 EAST STUBBS STREET, EDINBURG, TEXAS 78539
PHONE: (956) 381-6480 FAX: (956) 381-0527

Construction Cost Estimate: Date Prepared: March 6, 2012 Sheet 1 of 1

Project: Water Treatment Plant Upgrades 2012

Location:

Owner: City of Edcouch

Type of Estimate: Engineer's Estimate

Estimator: Alfonso Quintanilla, P.E., R.P.L.S.

BASIS OF ESTIMATE

_____ No Design Complete
__X__ Preliminary Design
_____ Final Design

Item	Description	Unit	Quantity	Unit Cost	Total
	Replace of Repair Equipment				
	New Sludge Transfer Pump (2)	Ea.	2	5,000.00	10,000.00
	New Clarifier Scrapper Motors (2)	Ea.	2	4,000.00	8,000.00
	Repair Original Air Compressor	LS	1	3,000.00	3,000.00
	SCADA Equipment	Ea.	1	60,000.00	60,000.00
				Total:	**$ 81,000.00**

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/12/2012

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 JUAN CAZARES, AGENT 1408 S CLOSNER EDINBURG TX 78539 956-381-0928	CONTACT NAME: LUPITA MARTINEZ PHONE (A/C, No, Ext): 956-381-0928 FAX (A/C, No): 956-318-1761 E-MAIL ADDRESS: guadalupe.o.martinez.h58o@statefarm.com
INSURED QUINTANILLA, HEADLEY & ASSOCIATES INC. 124 E STUBBS ST EDINBURG TX 78539	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Lloyds — 43419 INSURER B : State Farm Mutual Automobile Insurance Company — 25178 INSURER C : State Farm Fire and Casualty Company — 25143 INSURER D : State Farm Fire and Casualty Company — 25143 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 [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	Y	Y	90-83-2329-1 I	03/12/2012	03/12/2012	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	
							MED EXP (Any one person)	$	
							PERSONAL & ADV INJURY	$	
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	Y	Y	00 5405-B01-53 E	02/01/2012	08/01/2012	COMBINED SINGLE LIMIT (Ea accident)	$	
							BODILY INJURY (Per person)	$	500,000
							BODILY INJURY (Per accident)	$	500,000
							PROPERTY DAMAGE (Per accident)	$	500,000
								$	
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	Y	90-EJ-3010-1 F	03/12/2012	03/12/2012	EACH OCCURRENCE	$	
							AGGREGATE	$	1,000,000
								$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	90-BK-M332-3 F	10/11/2011	10/11/2012	WC STATU-TORY LIMITS [ ] OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
		[ ]	[ ]						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

06 LINCOLN MARK 0615, 11 TOYOTA TACOMA 4059, 10 CHEVROLET K1500 8812, 10 MAZDA TRIBUTE 2427, 09 CHEVROLET TAHOE 7329, 09 FORD F150 9515, 09 FORD F150 9546, 09 FORD F150 4887

CERTIFICATE HOLDER

HIDALGO COUNTY URBAN PROGRAM

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

Monica Fernandez

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381.0527

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Part I - Professional Services Agreement

This Agreement, entered into this 27th day of **March 2012** by and between **City of Edcouch,** (hereinafter called the "Party") and **Quintanilla, Headley and Associates, Inc.**, duly authorized Engineer, herein acting by **Alfonso Quintanilla, P.E., R.P.L.S.** (hereinafter called the "Engineer").

WITNESSETH THAT:

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

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

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

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

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

SECTION I
EMPLOYMENT OF THE ENGINEER

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

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Water/Sewer Improvements** Account(s) **5011-20-0310-5000-2000**. *(See Exhibit A)*

2.1 Preliminary Phase

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

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

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

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

2.2 Design Phase

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

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

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

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

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

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

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

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

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any

construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

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

b. Prepare the formal Contract Documents for the Contractor.

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

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

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

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

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

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

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

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

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

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

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

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

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

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

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

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

SECTION IV
REIMBURSABLE EXPENSES

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

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

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

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

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

5.3 Furnish the Engineering services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private

property as required for the Engineer to perform his services under this Agreement.

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

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

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

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

SECTION VI
PAYMENTS TO THE ENGINEER

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

6.1 The Engineer shall be paid a total fixed amount of **$ 8,650.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

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

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

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

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

SECTION VII
OWNERSHIP OF DOCUMENTS

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

SECTION VIII

TERMINATION

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

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

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

SECTION IX
COUNTY AND CITY OFFICIALS

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

SECTION X
SUCCESSORS AND ASSIGNS

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

SECTION XI
TIME OF PERFORMANCE

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

SECTION XII

VENUE

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

SECTION XIII
CHANGES

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

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

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

SECTION XV
ASSIGNABILITY

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

SECTION XVI
GENERAL

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

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

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

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

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

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

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

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

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

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

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

SECTION XVII
INSURANCE

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

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

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

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

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

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

SECTION XVIII
WARRANTY

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

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **March 27, 2012**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.
This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Alfonso Quintanilla, P.E., R.P.L.S.

Firm Name: **Quintanilla, Headley and Associates, Inc.**

Address: **124 E. Stubbs,**
City/ST/ZIP: **Edinburg, TX 78539**

FED ID #/SS #: **74-2648167**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

(seal) _____
Notary - Signature

County of Hidalgo Urban County Program

_____ _____
Witness Diana R. Serna, UCP Director

Exhibit “A”

(Scope of Services)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/16/2012

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PRODUCER	JUAN CAZARES, AGENT 1408 S CLOSNER EDINBURG TX 78539 956-381-0829
CONTACT NAME:	LUPITA MARTINEZ
PHONE (A/C, No, Ext):	956-381-0928
FAX (A/C, No):	956-318-1761
E-MAIL ADDRESS:	guadalupe.o.martinez.h58o@statefarm.com
INSURED	QUINTANILLA, HEADLEY & ASSOCIATES INC. 124 E STUBBS ST EDINBURG TX 78539

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Lloyds	43419
INSURER B : State Farm Mutual Automobile Insurance Company	25178
INSURER C : State Farm Fire and Casualty Company	25143
INSURER D : State Farm Fire and Casualty Company	25143
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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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 [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	Y	Y	90-63-2329-1 I	03/12/2012	03/12/2013	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	
							MED EXP (Any one person)	$	
							PERSONAL & ADV INJURY	$	
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	Y	Y	00 5405-B01-53 E	02/01/2012	08/01/2012	COMBINED SINGLE LIMIT (Ea accident)	$	
							BODILY INJURY (Per person)	$	500,000
							BODILY INJURY (Per accident)	$	500,000
							PROPERTY DAMAGE (Per accident)	$	500,000
								$	
C	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	90-EJ3010-1 F	03/12/2012	03/12/2013	EACH OCCURRENCE	$	
							AGGREGATE	$	1,000,000
								$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	90-BK-M332-3 F	10/11/2011	10/11/2012	WC STATU-TORY LIMITS [ ] OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
		[ ]	[ ]						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

06 LINCOLN MARK 0615, 11 TOYOTA TACOMA 4059, 10 CHEVROLET K1500 8812, 10 MAZDA TRIBUTE 2427, 09 CHEVROLET TAHOE 7329, 09 FORD F150 9915, 09 FORD F150 9546, 09 FORD F150 4887

CERTIFICATE HOLDER

HIDALGO COUNTY URBAN PRGRAM

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

Monica Tamez

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381.0527

AI-31437 **15. C.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Candace Armenta

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional architectural services.

2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) architectural firms from the county's approved "pool" as graded and evaluated by the City of Hidalgo, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 23 & 24 (2010 & 2011) City of Hidalgo, Non-Residential Historical Preservation project.

Architectural Firms	Grade	Ranked
V-A Architecture	95.6	
EGV Architects, Inc.	93.6	
Gomez Mendez Saenz, Inc.	92.0	

3. Authority to negotiate a professional architectural service contract with the highest ranked firm for the provision of architectural services for Urban County Program Year 23 & 24 (2010 & 2011) City of Hidalgo, Non-Residential Historical Preservation project.

BACKGROUND

d. The three architectural firms rated from the county's approved "pool" are: (1) V-A Architecture, (2) EGV Architects, Inc., and (3) Gomez Mendez Saenz, Inc. for the City of Hidalgo, Non-Residential Historical Preservation project which consists of the restoration of the Hidalgo Courthouse to its original state.

Funds Available:

$ 233,190.25 YR 23 (2010) Hidalgo Non-Res Historical Funds
$ 278,900.00 YR 24 (2011) Hidalgo Non-Res Historical Funds

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Scoring Grid / City of Hidalgo

Form Review

Inbox	Reviewed By	Date
Budget & Management	Erika Zamora	03/09/2012 03:51 PM
Olga Garza	Olga Garza	03/15/2012 03:15 PM
Purchasing Department	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Mary Flores Started On: 03/09/2012 03:30 PM

Final Approval Date: 03/19/2012

City of Hidalgo
Architectural Services
Non-Residential Historical Preservation Project
Year 23 & 24 (2010 & 2011)
Grading-Ranking Grid

Criteria	V·A Architecture			EGV Architects, Inc.			Gomez Mendez Saenz, Inc.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	25	25	25	25	25	25	25	25	25
Experience of Project Team	25	25	25	25	25	25	25	24	25
Experience/ Availability of Project Manager	20	20	12	20	18	14	20	18	12
Understanding of Project	18	18	20	20	16	20	17	17	20
Familiarity with Applicable Rules & Regulations	9	10	10	10	3	10	10	3	10
TOTALS	97	98	92	100	87	94	97	87	92
AVERAGES	287÷3=95.6			281÷3=93.6			276÷3=92.0		
RATING									

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2012-001-01-18-MSS

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/ registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provide information on proposed professional Firm experience	5	5
➢ One (1) A.I.A educational background (in General Building Design & Construction, (plans, drawings & specifications, structural planning & design in various projects in the area).	10	10
Comments/Rationale For Points: Has all licenses and shows experience in all applicable areas.		TOTAL 25
2. Firm's Experience of Project (25 pts maximum)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ One technical staff member with five (5) years experience	5	5
➢ One technical staff member with ten (10) years experience	5	5
Comments/Rationale For Points: Has experience in all areas across Rio Grande Valley, but none in Hidalgo.		TOTAL 25
Meets all points above.		
3. Availability & Experience of Project Manager (20 pts maximum)		
➢ The Project Manager must be an AIA with adequate experience in similar nature and scope	5	5
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets experience requirements and all are included in Bid.		TOTAL 20
4. Understanding of Project (20 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
Comments/Rationale For Points: Does not mention about historic preservation knowledge.		TOTAL 18
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points: Most all items are included, but does not show scope or knowledge in project		TOTAL 9
in historic district. **Total Score**		97

Provider: #5 (V.A Architecture)

Evaluator: Kay Wolf Date: 2/21/12

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2012-001-01-18-MSS

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provide information on proposed professional Firm experience	5	5
➢ One (1) A.I.A educational background (in General Building Design & Construction, (plans, drawings & specifications, structural planning & design in various projects in the area).	10	10
Comments/Rationale For Points: Has all licenses, worked on most building in City past 25 years. Has expertise in Government buildings, Schools, Federal, State, City College & Cafeterias.		TOTAL 25
2. Firm's Experience of Project (25 pts maximum)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ One technical staff member with five (5) years experience	5	5
➢ One technical staff member with ten (10) years experience	5	5
Comments/Rationale For Points: 4 with more than 10 2 with more than 5		TOTAL 25
3. Availability & Experience of Project Manager (20 pts maximum)		
➢ The Project Manager must be an AIA with adequate experience in similar nature and scope	5	5
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all of above, has worked on most all the City buildings and most of the Schools in Hidalgo the past 18-20 years. He understands & has an interest in the Historic aspects of the City.		TOTAL 20
4. Understanding of Project (20 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
Comments/Rationale For Points: Demonstrates understanding of scope of services & knowledge of experience with City, County, State & Federal entities. Easy to understand.		TOTAL 20
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Has worked on most of buildings built or addition in City of Hidalgo. Has shown expertise on preserving historic buildings.		TOTAL 10
	Total Score	100

Provider: #12 (EGV Architects)

Evaluator: Kay Wolf Date: 2/21/12

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2012-001-01-18-MSS

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provide information on proposed professional Firm experience	5	5
➢ One (1) A.I.A educational background (in General Building Design & Construction, (plans, drawings & specifications, structural planning & design in various projects in the area).	10	10
Comments/Rationale For Points: Meets all certifications and requirements above.		TOTAL 25
2. Firm's Experience of Project (25 pts maximum)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ One technical staff member with five (5) years experience	5	5
➢ One technical staff member with ten (10) years experience	5	5
Comments/Rationale For Points: Has shown ample experience. Worked in all areas, including City, State, County School and Federal.		TOTAL 25
3. Availability & Experience of Project Manager (20 pts maximum)		
➢ The Project Manager must be an AIA with adequate experience in similar nature and scope	5	5
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Has availability of Project Manager and meets Texas requirements as well as technical development.		TOTAL 17/20
4. Understanding of Project (20 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
Comments/Rationale For Points: Has not shown or mentioned historic preservation buildings or types of building in this project.		TOTAL 20/17
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Narrative is complete.		TOTAL 10
Total Score		97

Provider: #11 (Gomez Mendez Saenz, Inc.)

Evaluator: Kay Wolf Date: 2/21/12

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2012-001-01-18-MSS

Project Number: 5010-35-11002-5000-3500
Project Title: Hidalgo Non-residential Historical Preservation

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provide information on proposed professional Firm experience	5	5
➢ One (1) A.I.A educational background (in General Building Design & Construction, (plans, drawings & specifications, structural planning & design in various projects in the area).	10	10
Comments/Rationale For Points: Meet all criteria for Firm's Qualifications		TOTAL 25
2. Firm's Experience of Project (25 pts maximum)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ One technical staff member with five (5) years experience	5	5
➢ One technical staff member with ten (10) years experience	5	5
Comments/Rationale For Points: Meet all criteria For Firm's experience		TOTAL 25
3. Availability & Experience of Project Manager (20 pts maximum)		
➢ The Project Manager must be an AIA with adequate experience in similar nature and scope	5	5
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meet all criteria For availability & Experience of Project Manager		TOTAL 20
4. Understanding of Project (20 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
Comments/Rationale For Points: RFQ is not well organized or easy to read		TOTAL 18
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meet all criteria for familiarity of Applicable rules & Regulations		TOTAL 10
	Total Score	98

Provider: V.A. Architecture (5)

Evaluator: Antonio Barco Date: 2/28/12

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2012-001-01-18-MSS

Project Number: 5010-35-11602-5000-3500
Project Title: Hidalgo Non-residential Historical Preservation

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provide information on proposed professional Firm experience	5	5
➢ One (1) A.I.A educational background (in General Building Design & Construction, (plans, drawings & specifications, structural planning & design in various projects in the area).	10	10
Comments/Rationale For Points: Meet all criteria related to Firm Qualifications		TOTAL 25
2. Firm's Experience of Project (25 pts maximum)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ One technical staff member with five (5) years experience	5	5
➢ One technical staff member with ten (10) years experience	5	5
Comments/Rationale For Points: Meet all criteria related to Firm Experience		TOTAL 25
3. Availability & Experience of Project Manager (20 pts maximum)		
➢ The Project Manager must be an AIA with adequate experience in similar nature and scope	5	5
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points: Does not mention to what extent Project manager is involved		TOTAL 18
4. Understanding of Project (20 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
Comments/Rationale For Points: Not Clear on Appropriate Federal, State + local regulations and not easy to evaluate		TOTAL 16
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Does not indicate past experience of the Firms knowledge, govt. regulations, & No Narrative of Applicable rules + regulations	Total Score	TOTAL 3 87

Provider: E.G.V. Architects, INC. (12)

Evaluator: ANTONIO BARCO Date: 2/28/12

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2012-001-01-18-MSS

Project Number: 5010-35-1102 - 5000-3500
Project Title: HIDALGO NON-RESIDENTIAL HISTORICAL PRESERVATION

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provide information on proposed professional Firm experience	5	5
➢ One (1) A.I.A educational background (in General Building Design & Construction, (plans, drawings & specifications, structural planning & design in various projects in the area).	10	10
Comments/Rationale For Points: Meets all criteria for Qualifications		TOTAL 25
2. Firm's Experience of Project (25 pts maximum)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	4
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ One technical staff member with five (5) years experience	5	5
➢ One technical staff member with ten (10) years experience	5	5
Comments/Rationale For Points: Meets most criteria except no Appendix submitted		TOTAL 24
3. Availability & Experience of Project Manager (20 pts maximum)		
➢ The Project Manager must be an AIA with adequate experience in similar nature and scope	5	5
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points: Did not provide 5 types of projects		TOTAL 18
4. Understanding of Project (20 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	2
Comments/Rationale For Points: Not well organized, very difficult to evaluate		TOTAL 17
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Was not clear about governmental regulations and no narrative provided		TOTAL 3
	Total Score	87

Provider: GOMEZ, MENDEZ SAENZ, INC. (II)

Evaluator: Antonio Barco Date: 2/27/12

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2012-001-01-18-MSS

Project Number: 5010-35-1602-5000-3500

Project Title: Hidalgo Non-Residential Historical Preservation

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provide information on proposed professional Firm experience	5	5
➢ One (1) A.I.A educational background (in General Building Design & Construction, (plans, drawings & specifications, structural planning & design in various projects in the area).	10	10
Comments/Rationale For Points: AIA Certification of principal Architect is currently active. Demonstrated experience working with construction of Governmental Buildings.		TOTAL 25
2. Firm's Experience of Project (25 pts maximum)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ One technical staff member with five (5) years experience	5	5
➢ One technical staff member with ten (10) years experience	5	5
Comments/Rationale For Points: Firm's staff is very well experienced with an Intern working with the firm since 1992.		TOTAL 25
3. Availability & Experience of Project Manager (20 pts maximum)		
➢ The Project Manager must be an AIA with adequate experience in similar nature and scope	5	1
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	1
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Although the project manager does not possess an AIA, project manager has a Bachelors Degree in Architecture. Project Manager is very much involved in projects from conception to completion.		TOTAL 12
4. Understanding of Project (20 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
Comments/Rationale For Points: Firm has demonstrated a vast experience working with multiple type of schools and governmental entities.		TOTAL 20
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Firm has provided a narrative of experience and familiarity with applicable laws, rules and regulations.		TOTAL 10
Total Score		92

Provider: V-A Architecture

Evaluator: [signature] Date: March 6, 2012

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2012-001-01-18-MSS

Project Number: 5010-35-1602-5000-3500

Project Title: Hidalgo Non-Residential Historical Preservation

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provide information on proposed professional Firm experience	5	5
➢ One (1) A.I.A educational background (in General Building Design & Construction, (plans, drawings & specifications, structural planning & design in various projects in the area).	10	10
Comments/Rationale For Points: AIA Certification of principal Architect is currently active. Demonstrated experience working with construction of Governmental Buildings.		TOTAL 25
2. Firm's Experience of Project (25 pts maximum)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ One technical staff member with five (5) years experience	5	5
➢ One technical staff member with ten (10) years experience	5	5
Comments/Rationale For Points: As per Firm's staff information provided, Staff is well experienced with two AIA certified architects and one Intern Architect assigned to county projects.		TOTAL 25
3. Availability & Experience of Project Manager (20 pts maximum)		
➢ The Project Manager must be an AIA with adequate experience in similar nature and scope	5	2
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	2
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Although the project manager does not possess an AIA, one of the project managers assigned possess a Master's Degree in Architecture.		TOTAL 14
4. Understanding of Project (20 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
Comments/Rationale For Points: Firm has provided information in reference to the understanding of projects including experience with County, State and other entities.		TOTAL 20
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Firm has provided a narrative of experience and familiarity with applicable laws, rules and regulations.		TOTAL 10
Total Score		94

Provider: EGV Architects, Inc.

Evaluator: Mona Salazar Date: March 6, 2012

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2012-001-01-18-MSS

Project Number: 5010-35-1602-5000-3500

Project Title: Hidalgo Non-Residential Historical Preservation

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provide information on proposed professional Firm experience	5	5
➢ One (1) A.I.A educational background (in General Building Design & Construction, (plans, drawings & specifications, structural planning & design in various projects in the area).	10	10
Comments/Rationale For Points: AIA Certification of principal Architect is currently active. Demonstrated experience working with construction of Governmental Buildings.		TOTAL 25
2. Firm's Experience of Project (25 pts maximum)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ One technical staff member with five (5) years experience	5	5
➢ One technical staff member with ten (10) years experience	5	5
Comments/Rationale For Points: As per Firm's staff information provided, Staff is well experienced with two AIA certified architects and one Intern Architect assigned to county projects.		TOTAL 25
3. Availability & Experience of Project Manager (20 pts maximum)		
➢ The Project Manager must be an AIA with adequate experience in similar nature and scope	5	1
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	1
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Although the project manager does not possess an AIA, project manager has a Bachelors Degree in Architecture. Project Manager has 28 yrs of experience on construction.		TOTAL 12
4. Understanding of Project (20 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
Comments/Rationale For Points: Firm has provided information in reference to the understanding of projects including experience with County, State and other entities.		TOTAL 20
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Firm has provided a narrative of experience and familiarity with applicable laws, rules and regulations.		TOTAL 10
Total Score		92

Provider: Gomez Mendez Saenz, Inc.

Evaluator: Mary Salazar Date: March 6, 2012

AI-31435 **15. D.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Candace Armenta

Department: URBAN COUNTY

Information

CAPTION

The City of Penitas and Urban County Program are requesting authorization to cancel an existing contract with Flores Engineering in the amount of $139,900.00 for the 2002 Water/Sewer Improvements project which consisted of the construction of a wastewater treatment plant. The project was completed utilizing USDA Rural Development funds in the amount of $18 million.

BACKGROUND

Flores Engineering completed and was paid 75% of the professional service contract, which included the preliminary and design phases. The plans and specifications produced were incorporated into J.F. Fontaine & Associates, Inc.'s plans and specifications for the construction of the Penitas Wastewater Treatment plant completed in late 2011. A copy of the letter from Flores Engineering agreeing to a partial contract cancelation is included. The City of Penitas and Urban County Program are requesting authorization to cancel the remaining portion of the existing contract with Flores Engineering executed in the amount of $139,900.00

Attachments

City of Penitas requesting auth to cancel contract Flores Engineering

Form Review

Inbox	Reviewed By	Date
Budget & Management	Erika Zamora	03/09/2012 03:17 PM
Olga Garza	Olga Garza	03/15/2012 10:35 AM
Purchasing Department	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Mary Flores Started On: 03/09/2012 02:51 PM

Final Approval Date: 03/19/2012

J.F. FONTAINE & ASSOCIATES, INC.

Consulting Engineers

P.O. Box 530540
Harlingen, Texas 78553

Telephone (956) 797-3411
Fax (956) 797-3400

March 8, 2012

Ms. Candace Armenta
Hidalgo County Urban County Program
Pharr, Texas 78577

RE: City of Peñitas
Flores Engineering Plans & Specifications

Candace,

This letter is to inform Hidalgo County Urban County Program, all design plans and contract specifications completed by Flores Engineering prior to the planning and development of the City of Peñitas USDA Colonia Sewer Project have been implemented and being utilized in the present USDA Colonia Sewer Project.

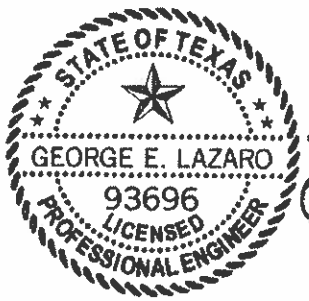
All infrastructure including, wastewater collection lines and manholes designed by Flores Engineering are being implemented into the City of Peñitas Wastewater Collection System for FM 1427, Martinez Subdivision, and Tierra Blanca Subdivision.

Existing infrastructure funded by Hidalgo County Urban County prior to the development of USDA Rural Development Colonia Sewer Project helped meet the funding shortfall after bid opening for the Colonia Project and aided the City of Peñitas in providing their citizens first time wastewater service at an affordable monthly sewer rate.

Sincerely,

, P.E.

George E. Lazaro, P.E.
J. F. Fontaine & Associates, Inc.



3/8/12

, P.E.

CC: Noe Cavazos
George E. Lazaro

FloresEngineers
Municipal Engineering & Land Development
Raul P. Flores, P.E.

Mr. Tony Barco
Deputy Director
Hidalgo County Urban Program.
Pharr, Texas

February 29, 2012

VIA FACSIMILE

RE: Engineering Contract 5002-60-0310—5000-6000
Water Treatment & Reclamation Plant-City of Penitas

Mr. Barco;

I understand the City of Penitas elected to go with a USDA funding instead of utilizing Urban County Funds to complete the above referenced project.. My contract under the Hidalgo County Urban Program and referenced above still has a balance of $ 8,394.00 for engineering plans I completed for this project. This payment will complete the balance due for engineering services provided. This does not include the engineering portion for construction, which is to be done under a separate contract as I understand it.

I am requesting the amount of $ 8,394.00 in order to close out this contract through the engineering portion of the contract. I am not relinquishing my right to pursue payment from the City of Penitas directly for the additional work I performed in the preparation of an Industrial Waste Ordinance and for the Discharge Permit I acquired from the Texas Commission on Environmental Quality,

Thank you for your assistance and I look forward to working with you on future projects.

Flores Engineers

Raul P Flores, PE #39278

305 WEST HIDALGO, RAYMONDILLE , TEXAS 78580 FLORESENGINEERS@YAHOO.COM
956-690-4185 FAX 956-690-4188

AI-31390 **15. E.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Carlos Jasso

Department: URBAN COUNTY

Information

CAPTION

Requesting approval of Resolution to Adopt the Section 3 Plan to comply with 24 CFR, Part 135 of the United States Department of Housing and Urban Development.

BACKGROUND

24 CFR Part 135 establishes standards and procedures to ensure that Section 3 objectives are met. The Rio Grande Valley Entitlement Communities, comprised of the Cities of Brownsville, Edinburg, Harlingen, McAllen, Mission, Pharr and San Benito as well as the County of Hidalgo Urban County Program, have formed a cooperative relationship to address programmatic requirements related to HUD-formula programs.

Attachments

Resolution to Adopt Section 3 Plan to Comply w 24 CFR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/07/2012 04:40 PM
Olga Garza	Olga Garza	03/09/2012 09:50 AM
Purchasing Department	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Mary Flores Started On: 03/07/2012 03:13 PM

Final Approval Date: 03/19/2012

A RESOLUTION TO ADOPT THE SECTION 3 PLAN TO COMPLY WITH 24 CFR, PART 135 OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SECTION 3

WHEREAS, the United States Congress passed Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) to further the goal of ensuring that federal funds benefit the residents of projects funded wholly or in part by those funds, and

WHEREAS, Part 135 establishes standards and procedures to ensure that Section 3 objectives are met; and

WHEREAS, the Rio Grande Valley Entitlement Communities, comprised of the Cities of Brownsville, Edinburg, Harlingen, McAllen, Mission, Pharr and San Benito as well as the County of Hidalgo Urban County Program, have formed a cooperative relationship to address programmatic requirements related to HUD-formula programs, and

WHEREAS, the COUNTY OF HIDALGO has created a Section 3 Plan to comply with 24 CFR Part 135 as prescribed in the Act.

NOW, THEREFORE, BE IT RESOLVED THAT the Hidalgo County Commissioner's Court authorizes the adoption and implementation the Section 3 Plan to ensure compliance with Federal Law.

In Witness Whereof, we have hereunto set our hands this the 20th of March, 2012.

_____
Ramon Garcia, Hidalgo County Judge

_____
Joel Quintanilla, Commissioner, Pct. # 1

_____
Hector Palacios, Commissioner Pct. # 2

_____
Joe M. Flores, Commissioner, Pct. # 3

_____
Joseph Palacios, Commissioner, Pct. # 4

Attested By:

_____
Arturo Guajardo Jr., Hidalgo County Clerk

Rio Grande Valley Entitlement Communities

Section 3 Plan

Comprised of:
City of Brownsville
City of Edinburg
City of Harlingen
City of McAllen
City of Mission
City of Pharr
City of San Benito
Hidalgo County – Urban County Program

Approved by the Hidalgo County Commissioner's Court on _____

Revised 4/29/11

OFFICE OF ECONOMIC OPPORTUNITY
FAIR HOUSING EQUAL OPPORTUNITY
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

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RESOLUTION

A RESOLUTION TO ADOPT THE SECTION 3 PLAN
TO COMPLY WITH 24 CFR, PART 135 OF THE
UNITED STATES DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT SECTION 3

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WHEREAS, the Rio Grande Valley Entitlement Communities, comprised of the Cities of Brownsville, Edinburg, Harlingen, McAllen, Mission, Pharr and San Benito as well as the County of Hidalgo, have formed a cooperative relationship to address programmatic requirements related to HUD-formula programs, and

WHEREAS, the COUNTY OF HIDALGO has created a Section 3 Plan to comply with 24 CFR Part 135 as prescribed in the Act.

NOW, THEREFORE, BE IT RESOLVED THAT the Hidalgo County Commissioner's Court authorizes the adoption and implementation the Section 3 Plan to ensure compliance with Federal Law.

In Witness Whereof, we have hereunto set our hands this the 20th of March, 2012.

_____
COUNTY JUDGE

ATTEST:

_____
COUNTY CLERK

Executive Summary

The composition of this document is intended to satisfy the Section 3 requirement of the U.S. Department of Housing and Urban Development enactment of the Housing and Urban Development Act of 1968.

Each applicant, recipient, contractor, and subcontractor preparing to undertake work pursuant to a Section 3 covered contract shall develop and implement an affirmative action plan, which shall:

a) Set forth the approximate number and dollar value of all contracts proposed to be awarded to all businesses within each category (type or profession) over the duration of the Section 3 covered project including a minimum goal of at least ten percent (10%) of the total dollar amount of all Section 3 covered contracts for building trades work and three percent (3%) of the total dollar amount of Section 3 covered contracts like professional services contracts to be awarded to Section 3 Business Concerns (24 CFR 135.30).

b) Analyze the information set forth regarding the availability of eligible business concerns within the project area and set forth a goal and estimated dollar amount of contracts to be awarded to the eligible businesses over the duration of the Section 3 covered project.

c) Outline the anticipated program(s) to be used to achieve the goals for each business. This program should include but not limited to the following actions:

    1. Insertion in the bid documents, if any, of the affirmative action plan of the applicant, recipient, contractor, or subcontractor bidding the contract; and

    2. Identification within the bid documents, if any, of the applicable Section 3 project area; and

    3. Ensuring that the appropriate business concerns are notified of pending contractual opportunities either personally or through locally utilized media.

d) Identify hiring preferences for Section 3 residents

e) Delineate special provisions for "Community Based Development Organization" or "Community Housing Development Organization" that meet the "subrecipient" definition

General Policy Statement

The Rio Grande Valley Entitlement Communities have developed this Section 3 Plan and Policies in compliance with Title 24 CFR Part 135 – Economic Opportunities for Low- and Very Low-Income Persons. Such plan is intended to ensure that employment and other economic opportunities generated by qualifying HUD financial assistance shall, to the greatest extent feasible, benefit persons and business identified in the regulation. This document is applicable to contractors, vendors, and suppliers when threshold amounts meet or exceed $100,000 expended for (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards), (2) housing construction, or (3) other public construction. The policy shall result in a reasonable level of success in the recruitment, employment, and utilization of eligible persons and business on contracts partially or wholly funding with the United States Department of Housing and Urban Development (HUD) monies.

Section 3 Purpose

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701 u) requires the County of Hidalgo to ensure, to the greatest extent feasible, that employment and other economic and business opportunities generated by the HUD financial assistance are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance and business concerns that provide economic opportunities to low- and very-low income persons.

Section 3 Contracting Policy and Procedures

It is the policy of the County of Hidalgo to require its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, handicap or familial status. Further, it is the policy of the County of Hidalgo to create employment and business opportunities for residents of their respective jurisdictions and other qualified low- and very low-income persons residing in low-moderate income areas.

The County of Hidalgo will incorporate Section 3 language in all applicable procurement documents generated in conjunction with the use of HUD funding. Goal requirements are set forth in 24 CFR Part 135 for awarding contracts to Section 3 Business Concerns and are delineated in Section 3 Employment & Training Goals.

All contractors/businesses seeking Section 3 preference must before submitting bids/proposals to the County of Hidalgo be required to complete certifications, as appropriate, as acknowledgement of the Section 3 contracting and employment provisions required by this section. Such certifications shall be adequately supported with appropriate documentation as referenced in the form.

The Section 3 Coordinator shall examine and consider a contractor's or vendor's potential for success by providing employment and business opportunities to low-moderate income residents prior to acting on any proposed award.

To the greatest extent feasible, information will be made available to persons with Limited-English Proficiency (LEP) in compliance with E.O. 13166.

Section 3 Plan

The County of Hidalgo has developed this Section 3 Plan to identify the applicability of provisions of 24 CFR Part 135 objectives, and actions that will be implemented to ensure compliance with the requirements of Section 3. The Plan covers HUD-funded programs including but not limited to CDBG, HOME, ESG, HPRP, housing construction, housing rehabilitation, and public improvements construction projects.

Major components of the Plan include Section 3 Coordinator's Responsibilities, Section 3 Training, Employment and Contracting Opportunity Goals, Section 3 Business Qualifications, Section 3 Resident Initiatives, Plan Implementation, Procurement, Compliance/Monitoring and Reporting.

I. Section 3 Coordinator Responsibilities

Identification of Resources

The County of Hidalgo will identify an employee who will assume the Section 3 responsibilities, herein called "Section 3 Coordinator". In particular, said employee will identify programs, projects and activities which may trigger Section 3 compliance. It is expected that the Section 3 Coordinator will prioritize programs, projects and activities based on anticipated procurement dates.

Outreach

Section 3 Coordinator will be responsible for soliciting qualified known Section 3 business concerns as well as engagement of potential Section 3 businesses concerns. Evidence of outreach may be documented by:

- Advertisement of contracting opportunities via newspaper, mailings, posting notices that provide general information about the work to be contracted and where to obtain additional information.

- Contacting the local Public Housing Agency, Texas WorkForce Board, contractor associations, community organizations, Small Business Administration (SBA), Minority and Women's Business Enterprise M/WBE association, and Community Development Corporations.

- Conduct annual workshop on contracting procedures to include bonding, insurance, and other pertinent requirements, in a timely manner in an effort to allow Section 3 business concerns the opportunity to take advantage of any upcoming contracting opportunities.

Orientation/Education

All RGVEC Section 3 Coordinators will, at minimum, host an annual workshop for potential Section 3 business concerns. The workshop agenda shall include (1) applicability, (2) listing of potential projects, (3) training and employment goals, (4) general contractor requirements, (5) review, execution and

submittal of certification forms, (6) procurement information/solicitation of subcontractors, (7) review of on-going compliance issues/reporting and (8) consequences of non-compliance.

Section 3 Coordinator will maintain a listing of persons meeting the definition of Section 3 Residents; such listing will be forwarded as hiring needs are identified.

Compliance

Section 3 Coordinator will be responsible for assuring the Section 3 Contract Clause is noted in contracts for Section 3 covered activities between the unit of local government and first tier contractors. Section 3 Coordinator will inform general contractors of the language necessary for them to include in their agreements with subcontractors for Section 3 covered projects. The Section 3 Clause is attached as Exhibit C or may be obtained at 24 CFR Part 135.38.

Section 3 Coordinator must annually update Section 3 compliance documents with HUD Section 8 income limits.

Further, the Section 3 Coordinator is responsible for obtaining information necessary to remit Section 3 annual reports. (Section 3 coordinator is responsible for remitting). Currently, report is submitted electronically and is due no later than with the Consolidated Annual Performance and Evaluation Report (CAPER) deadline.

Section 3 Reporting

Annual Reporting

County of Hidalgo will report to HUD annual accomplishments regarding employment and other economic opportunities provided to low and very low income person under Section 3. Form HUD-60002 is currently being utilized for reporting accomplishments. This form may be changed and updated from time to time as required by HUD and 24 CFR 135.

Contractor Reporting

Contractors and subcontractors are required to submit to County of Hidalgo a new hires Section 3 compliance form on a monthly basis.

Procurement

Section 3 Coordinator will, when feasible, attend scheduled pre-bid, pre-construction, bid opening and construction meetings or will be made available should additional information be requested. Section 3 Coordinator will also provide guidance on procurement preference provisions as outlined in the Part 135.36 of the Section 3 Regulation.

II. Applicability and Procurement

Bidding and Negotiation Requirements

Section 3 requirements are triggered when anticipated contract award meets or exceeds $100,000 for (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards), (2) housing construction, or (3) other public construction.

When recipient solicits proposals on a Section 3 covered activity, local procurement standards will apply. However, in compliance with the Section 3 Plan for the County of Hidalgo, non-Section 3 Business will be utilized in a strictly competitive manner during the procurement process. When a Section 3 covered contract is to be awarded based upon the price, the Section 3 business concern with the lowest responsive bid shall be given the opportunity to match the lowest responsive bid from any qualified source. If said Section 3 business concern cannot match the lowest responsive bid, then the award shall be made to source with the lowest bidder. Should more than one Section 3 Business be able to match the non-Section 3 business proposal, the order of priority has been established in the section entitled "Preference for Contracting with Section 3 Business Concerns". Notwithstanding Section 3 noted preferences, Section 3 businesses must have the capacity to perform successfully under the terms and conditions of the proposed project contract. Under 24 CFR 85.36(b)(8), consideration, among other factors, is the potential contractor's record of complying with public policy, including Section 3 requirements.

The County of Hidalgo shall require prospective contractors for work in connection with Section 3 covered projects to provide, prior to the signing of the contract, a preliminary statement of work force needs (skilled, semi-skilled, unskilled labor and trainees by category). Such information shall be supplied prior to any signing of any contract between contractors and their subcontractors. Consideration should be given to those contractors who will have training and employment opportunities for project area residents.

Applicants, recipients and contractors will ensure that the attached Section 3 Clause (Exhibit C) and Assurance of Compliance (Exhibit A) are made a part of all contracts.

Because goals for contracting opportunities apply to any applicant, when said applicants other than the recipient are soliciting contracts or subcontracts in conjunction with a Section 3 covered activity, they must, to the greatest extent possible, make every effort to publicize and maximize contracting opportunities in order to ensure participation by Section 3 businesses.

In implementing its affirmative action plan, each applicant, recipient, contractor, or subcontractor shall make a good faith effort to achieve its goal or target number and estimated dollar amount of contracts to be awarded to the eligible businesses and entrepreneurs within each category over the duration of the Section 3 covered project.

Preference for Contracting with Section 3 Business Concerns

The County of Hidalgo, in compliance with Section 3 regulations, will require contractors and subcontractors to direct their efforts towards contacts to Section 3 business concerns in the following order to priority (24 CFR 135.36):

- Category 1: Certified Section 3 business providing economic opportunities for Section 3 residents. Preferences are listed in order of priority:
  - Project area or neighborhood
  - Public Housing Residents
  - Limits of unit of local government
  - Metropolitan Statistical Area
  - County in which recipient is located
  - Rio Grande Valley

- Category 2: HUD Youthbuild programs being carried out in the County of Hidalgo in which Section 3 covered assistance is expended.

Contractor and subcontractors that can clearly demonstrate how they will meet the requirements in this section will be given a contracting preference when County is selecting contractor.

III. Section 3 Business, Employment Training and Contracting Goals

It is the policy of the County of Hidalgo to utilize Section 3 residents and other eligible persons and businesses in contracts partially or wholly funded with monies from the U.S. Department of Housing and Urban Development (HUD). The County has established minimum employment and training goals that contractors and subcontractors, including those providing low to moderate income employment opportunities through economic development activities, should meet in order to comply with Section 3 requirements.

The numerical goals established in this section represent minimum numerical targets (reference 24 CFR 135.30 – Numerical goal for meeting the greatest extent feasible requirement).

- 30 percent of the aggregate number of new hires/training opportunities annually
- 10 percent of the total dollar amount of covered construction contracts annually
- 3 percent of the total dollar amount of covered non-construction contracts annually

It is the responsibility of contractors to implement efforts to attain Section 3 compliance. Any contractor that does not meet the Section 3 numerical goals must demonstrate why meeting such goals was not feasible.

Section 3 Businesses

A Section 3 Business Concern is defined as a business concern (1) that is 51 percent or more owned by Section 3 resident: or (2) whose permanent full-time employees include persons at least 30 percent of whom are currently Section 3 residents or within three years of the date of first employment with the business concern were Section 3 residents; or (3) that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 above. Designations will be made by the Section 3 Coordinator for the County of Hidalgo.

The County of Hidalgo has opted to accept any other RGVEC certification of Section 3 Business compliance. Such certification must be obtained from the Department that oversees the Community Development Block Grant funds. Further, certification will be valid for three years from the date of execution.

Evidence of Section 3 Certification

Any business seeking Section 3 preference in the awarding of contracts or purchase agreements with the County must be able to provide a copy of the Section 3 certification letter issued by any of the RGVEC as evidence of eligibility for preference under the Section 3 Program. The certification and/or letter shall be submitted along with bid packages and must be received prior to bid opening.

Each applicant, recipient, contractor, and subcontractor on a Section 3 covered project shall sign the attached Section 3 Assurance of Compliance (Exhibit A).

IV. Section 3 Residents/Individuals

Persons seeking work on projects funded in part or in whole with U.S. Department of Housing and Urban Development grants must provide their names, contact information, job skills and certifications (if any) and xxxx to the County of Hidalgo Urban County Department. This information will be maintained at a secure site and will be forwarded to contractors who intend to hire and are working on federally-funded projects.

Resident Hiring Requirements

The County of Hidalgo has a adopted a 30% goal for resident hiring that is to be used on construction contracts (24 CFR 135.30). A prime contractor may satisfy County of Hidalgo resident hiring requirements through its subcontractors. A resident employment opportunity data form shall be utilized in documenting eligibility for participation in the program (Exhibit F).

It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to employ Section 3 program participants before any other person, when hiring additional employees needed to complete proposed work on Section 3 covered activities.

Assisting Contractors to Achieve Section 3 Goal Hiring and Contracting Goals

County of Hidalgo will assist contractors in achieving Section 3 hiring and contracting goals by:

Requiring the contractor to present a list to the Section 3 Coordinator of the number of subcontracting and/or employment opportunities expected to be generated from the initial contract.

- Section 3 Coordinator will provide the contractor with a list of interested and qualified Section 3 residents for construction projects.

- Section 3 Coordinator will provide contractor with a list of Section 3 business concerns interested and qualified for construction projects.

- Section 3 Coordinator will inform prime contractors and subcontractors of the Section 3 Clause requirement and, when requested, will serve to clarify the intent.

Contractor's Requirements in Employing Section 3 Residents

Under the County of Hidalgo Section 3 Program, contractors and subcontractors are required to:

- Provide employment opportunities to Section 3 residents/participants in the priority order listed below in accordance with 24 CFR 135.34(a)(2):

  a) Category 1 Residents - Section 3 residents residing in the service area or neighborhood in which the Section 3 covered project is located

  b) Category 2 Residents – Participants in HUD Youthbuild program

  c) Where the Section 3 project is assisted under the Steward B. McKinney Homeless Act (42 U.S.C. 11301 et seq.), homeless persons residing in the service area or neighborhood in which the Section 3 project is located shall be given the highest priority

  d) Recipients of housing assistance programs administered by the Assistant Secretary for Housing herein provide a preference to residents of the housing development receiving the Section 3 covered assistance within the service area or neighborhood where the Section 3 covered project is located

  e) Recipients of community development programs herein provide priority to recipients of government assistance for housing including recipients of certificates or vouchers under the Section 8 housing assistance program within the service area or neighborhood where the Section 3 covered project is located

- After the award of contract but prior to beginning work, the contractor must, in a visible location within the project, complete and post Exhibit G which will provide the following information:

  - RGVEC Section 3 Plan and preferences
  - Set forth number of jobs and titles for hire

- Availability of apprenticeships and training positions, if any
- Contact information for person(s) taking applications or providing information on qualifications for new hires apprenticeships and training positions
- Anticipated date the work shall begin

V. Section 3 Procedure for Reporting Non-Compliance

In an effort to resolve Section 3 concerns due to non-compliance, County of Hidalgo encourages written submittal to its Section 3 Coordinator. Concerns should contain the name of the complainant and brief description of the alleged violation. An investigation will be conducted which may include testimony and/or evidence pertinent to the complaint.

Complainants should file the concern with:

Assistant Secretary of Fair Housing and Equal Opportunity
United States Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410

A complete complaint must be receive no later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for the filing is extended by the Assistant Secretary for good cause shown. Submission must include name and address of complainant, name and address of party against whom the complaint is remitted (Respondent), description of acts or omissions by Respondent.

Definitions

Applicant- Any entity which makes an application for Section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited divided sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association.

Business Concern- a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed

Contractor- any entity which contracts to perform work generated the e expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project

Employment Opportunities Generated by Section 3 Covered Assistance- all employment opportunities generated by the expenditure of Section3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in Section 135.3 (a) a91)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section135.3 (a) (2)), including management and administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing Authority (HA) - Public Housing Agency

Housing Development – low-income housing owned, developed, or operated by public housing agencies in accordance with HUD's public housing program regulations codified in 24 CFR Chapter IX.

HUD Youth build Programs – programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members for low- and very low-income families

Low-income person- families (including single persons) whose incomes do not exceed 80 per centum of the centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families

Metropolitan Area- a metropolitan statistical area (MSA), as establish by the Office of Management and Budget

New Hires- full-time employees for permanent, temporary or seasonal employment opportunities

Recipient – any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under HUD program to which Section 3 applies and does not include contractors

Section 3- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 Business Concern- a business concern,

1. That is 51 percent or more owned by Section 3 resident: or
2. Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
3. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 above

Section 3 Covered Assistance-

1. public housing development assistance provided pursuant to Section 5 of the 1937 act;
2. public housing operating assistance provided pursuant to Section 9 of the 1937 act;
3. public housing modernization assistance provided pursuant to Section 14 of the 1937 act;
4. assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 Clause- the contract provisions set forth in Section 135.38.

Section 3 Covered Contracts- a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project.

Section 3 covered contracts do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation (FAR). Section 3 covered contracts also do not include contracts for the purchase of supplies and materials. However, whenever a contract includes the installation of materials, the contract constitutes a Section 3 covered contract.

Section 3 Covered Project- the construction, reconstruction, conversion or rehabilitation of housing (include reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance

Section 3 Resident- a public housing resident or an individual who resides in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person

Subcontractor- any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project

Very low-income person- families (including single persons) whose income do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually because of unusually high or low family incomes

EXHIBIT A

ASSURANCE OF COMPLIANCE (Section 3, HUD ACT of 1968)

TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS

A. The project assisted under this (contract) (agreement) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170U. Section 3 requires that the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

B. Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this (contract) (agreement). The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.20(b) of the regulation in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

C. Compliance with the provision of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this (contract) (agreement), shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant) (recipient), its successors and assigns. Failure to fulfill these requirements shall subject the (applicant) (recipient), its contractors and subcontractors, its successors, and assigns to the sanctions specified by the (contract) (agreement), and to such sanctions as are specified by 24 CFR Section 135.

APPLICANT: _____

SIGNATURE: _____

ADDRESS: _____

DATE: _____

EXHIBIT B

SAMPLE PLAN

COUNTY OF HIDALGO ___ SECTION 3 ECONOMIC OPPORTUNITY PLAN QUESTIONS

The Section 3 Economic Opportunity Plan must describe the proposed strategies for achieving the Section 3 training and employment numerical goals, and subcontracting numerical goals (where subcontracting is allowable in the Bid).

Please review the information below, and provide your responses on a separate paper. (A Section 3 Economic Opportunity Plan Sample Sheet is attached to further assist you in developing your responses to the information requested below).

1. Identify individual(s) responsible for planning, implementing and tracking the projects Section 3 training and employment goals. Describe their prior experience in this area.

2. Describe efforts (contractor and subcontractor) to be taken to recruit, solicit, encourage, facilitate, and hire public housing and other low-income persons. Identify any private or public resources that will be used.

3. Describe contractors' activities to be taken for recruiting, soliciting, encouraging, facilitating and selecting Section 3 subcontractors, where applicable.

4. Describe plans to structure project activities in ways that create opportunities for Section 3 firms' participation, where applicable.

YOUR RESPONSES TO QUESTIONS 1-4 WILL CONSTITUTE YOUR PLAN; PLEASE ATTACH YOUR PLAN DOCUMENT AND ALSO INCLUDE THE FOLLOWING INFORMATION ON YOUR PLAN:

(1) COMPANY NAME
(2) YOUR NAME AND PHONE NUMBER
(3) BID NUMBER AND NAME

SAMPLE PLAN

PLEASE RE-TYPE YOUR OWN FIRM'S PLAN ON YOUR FIRM STATIONERY

Firm Name, Address, Telephone and Fax Number

Question #1

Identify individuals responsible for planning, implementing, and tracking the project's Section 3 training and employment goals. Describe their prior experience in this area.

The individual responsible for planning, implementing and tracking the project's Section 3 training and employment goals is John Doe, President (or the appropriate title of this individual), of name of firm (hereafter referred to as "Contractor"). He (or she) will obtain all pertinent information to become thoroughly familiar and ensure contract compliance with the HUD Section 3 Regulation. John Doe has worked on construction (or service, whichever is applicable) projects, and is qualified to administer contractor's Section 3 Economic Opportunity Plan.

Question #2

Describe efforts (contractor and subcontractor) to be taken to recruit, solicit, encourage, facilitate and hire public housing and other low-income persons. Identify any private or public resources that will be used.

The employment goal is thirty percent (30%) of the aggregate number of new hires.

Contractor will take the following steps to recruit, solicit, encourage, facilitate and hire public housing and other low-income persons, in the event any vacancies occur throughout the duration of the project:

1. Meet with resident associations and managers at the local public housing authority.
2. Schedule a time and place for public housing residents to complete job applications.
3. Develop a list of "pre-qualified" Section 3 public housing and other low-income residents who could fill job vacancies that may later become available.
4. Send notices about Section 3 training and employment obligations and opportunities required for this project to labor organizations.
5. Establish a training program to provide public residents and other low income residents with the opportunity to learn basic skills and job requirements.
6. Advertise in major and community newspapers and on job sites for workers who meet the definition of a Section 3 resident.

Contractor will establish files to record and retain written documentation of all training and employment outreach efforts and resources from agency representatives and job applicants.

Question #3

(ONLY APPLICABLE TO FIRMS THAT SUBCONTRACT)

Describe the contractor's activities to be taken for recruiting, soliciting, encouraging, facilitating and selecting Section 3 subcontractors, where applicable.

Contractor will take all feasible measures to recruit, solicit, encourage, facilitate, and select qualified Section 3 business subcontracting firms to perform at least 10% of the project award amount (contract sum) for each COUNTY OF HIDALGO project for which Contractor is the successful bidder.

Contractor will request the organizations, listed below, to provide lists of firms, organized by trade category, which can perform required project work (in addition to these organizations, Contractor may also contact other organizations that provide such listings):

1. Contractor's Resource Center
2. Small Business Administration
3. Minority Business Development Center

Contractor understands that, in addition to awarding work to qualified Section 3 businesses, it is our responsibility to:

1. Use the contractor's or firms solicitation letter to advertise to the "greatest extent feasible" to all firms on lists provided to us the COUNTY OF HIDALGO and other organizations about the type of work needed to complete each project,
2. Advise firms of Contractor's obligation to seek and award work to qualified Section 3 businesses, where feasible,
3. Clarify the definition of a Section 3 resident and business,
4. Explain how to qualify as a Section 3 business in order to be eligible to receive a preference form Contractor when subcontractor work is to be awarded, and
5. Provide Section 3 certified firms that are qualified to perform work with an opportunity to submit price quotations for the Count of Hidalgo project work, and where financially feasible, hire such firms as subcontractors.

Documentation of Outreach to Find Eligible Section 3 Subcontracting Firms

1. Contractor will establish files to record and retain written documentation of all outreach efforts and responses received from organizations and subcontractors who are contacted.
2. Contractor will fax the COUNTY OF HIDALGO Solicitation Letter to all firms that these organizations identify, based on each category of work required for each project.
3. Contractor will provide COUNTY OF HIDALGO with copies of its facsimile receipts to each of the organizations listed in its Plan and their responses.
4. Contractor will provide COUNTY OF HIDALGO with copies of its facsimile receipts and responses received from every firm that is faxed for each COUNTY OF HIDALGO project.
5. Contractor will provide COUNTY OF HIDALGO with an outreach close-out letter for each project awarded that refers to an attached outreach summary report. If Contractor is

unable to meet Section 3 requirement to contract at least 10% of the award amount to Section 3 businesses, Contractor will include in its close-out letter an explanation as to why this requirement was not met.

6. The outreach summary report, referred to in No. 5, above, will list all contacts made to each organization or association, the individual firms subsequently contacted, categorized by trade, and the bid amount or other type of responses received from each firm (similar to the sample outreach summary report attached to Contractor's Plan).
7. If a firm is non-responsive, Contractor agrees to make a second attempt at getting them to respond, failing which, Contractor will move on to another company, all of which will be submitted to the UCP, and referred to in the outreach close-out letter and summary report.

Question #4

(ONLY APPLICABLE TO FIRMS THAT SUBCONTRACT)

Describe plans to structure project activities in ways to create opportunities for Section 3 firms to participate, where applicable.

Contractor will make every effort to structure project activities to increase opportunities for Section 3 businesses. This will be accomplished by sub-dividing the work into smaller amounts, or by using multiple firms to complete similar types of work.

Submitted by:

_____ _____

Organization Name Submission Date

_____

President/Director Name

EXHIBIT C

Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly person who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any a notice advising the labor organization or workers' representative of the contractor's commitments under the Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act. (25 U.S.C 450e) also applies to the work to be performed under this contract Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be give to Indian, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

EXHIBIT D

COUNTY OF HIDALGO
SECTION 3 MONTHLY COMPLIANCE FORM

Contractor and all subcontractor(s) must sign, date and deliver this form monthly to:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577 of
Fax form to (956) 787-5291

Project Name _____

Project Address _____

For the Month of _____

I. Hiring
Select one:

___ I have not hired any new employees during the month specified.

___ I have hired ____ Section 3 employees and/or _____ non-Section 3 employees during the month.

II. Recruitment
I have taken one or more of the following recruitment steps to hire a Section 3 resident with the highest training and employment priority ranking: (check all that apply)

___ I have advertised to fill vacancy(ies) at the site(s), where work is taking place, in connection with this project. Below, I have checked the steps I have taken to find Section 3 low-income residents, from the targeted groups and neighborhoods, to fill any vacancies.

___ Placed signs or posters in prominent places at project site(s).

___ Taken photographs of the above item to document that the above step was carried out.

___ Distributed employment flyers to the administrative office of the local Public Housing Authority.

___ Contacted COUNTY OF HIDALGO employment referrals or Youthbuild Program referrals.

___ Kept a log of all applicants and indicated the reasons why Section 3 residents who applied were not hired.

___ Retained copies of any employment applications completed by Public Housing Authority, Section 8 certificate or voucher holders or other Section 3 residents.

___ Sent a notice about Section 3 training and employment requirements and opportunities to labor organizations or to worker representatives with whom our firm has a collective bargaining or other agreement.

III. Verification

____ I have attached proof of all checked items.

I hereby certify that the above information is a true and correct.

_____
Signature

_____
Name

_____
Title

_____
Business Name

_____
Date

EXHIBIT E

CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY

Name of Business _____

Address of Business_____

Type of Business: ☐ Corporation ☐ Partnership
☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of status:

For Business claiming status as a Section 3 resident-owned business concern (majority of business owner(s) residing in a Public Housing Authority or Section 8 Voucher unit):

☐ Copy of resident lease
☐ Copy of evidence of participation in a public assistance program
☐ Copy of receipt of public assistance
☐ Other evidence

For Business entity as applicable:

☐ Copy of Articles of Incorporation
☐ Assumed Business Name Certificate
☐ List of Business Name Certificate % ownership of each
☐ Organization chart with names and titles and brief function statement
☐ Certificate of Good Standing
☐ Partnership Agreement
☐ Corporation Annual Report
☐ Latest Board minutes appointing officers
☐ Additional documentation

For Business claiming Section 3 status by subcontracting 25 percent of dollar awarded to qualified Section 3 business:

☐ List of subcontracted Section 3 business(es) and subcontract amount

For Business claiming Section 3, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

☐ List of all current full-time employees
☐ PHA/IHA Residential lease less than 3 years from day of employment
☐ List of employees claiming Section 3 status
☐ Other evidence of Section 3 status less than 3 years from date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

☐ Current financial statement
☐ Statement of ability to comply with public policy
☐ List of owned equipment
☐ List of all contracts for the past two years

_____ (Corporate Seal)
Authorizing Name and Signature

Attested by:_____

EXHIBIT F
(Organization Name)
RESIDENT EMPLOYMENT OPPORTUNITY DATA

(Organization Name)

ELIGIBILITY FOR PREFERENCE

Eligibility for Preference

A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5 (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of eligibility for the preference is evidence of receipt of public assistance, of public assistance, or evidence of participation in a public assistance program.)

Certification for Resident Seeking Section 3 Preference in Training and Employment

I,_____, am a legal resident of the _____

_____ and meet the income eligibility guidelines for a low- or-very-low-income person as published on the reverse.

My permanent address is: _____

_____

I have attached the following document as evidence of my status:

☐ Copy of lease

☐ Copy of receipt of Public Assistance

☐ Copy of Evidence of participation in a public assistance program.

☐ Other evidence

_____

_____ _____

Signature

_____ _____

Print Name Date

Contractor/Subcontractor Certification Regarding

Section 3 and Segregated Facilities

COMPANY'S NAME **PROJECT NAME**

The undersigned hereby certifies that:

(a) Section 3 provisions are included in the Contract.
(b) The above stated company is a signatory to the developer's Section 3 Plan.
(c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

NAME AND TITLE OF SIGNER (PRINT OR TYPE)

SIGNATURE **DATE**

EXHIBIT H

NOTICE TO PROJECT RESIDENTS

The project _____
is being funded by the U.S. Department of Housing and Urban Development under the County of Hidalgo _____ - Community Development Block Grant Program. This notice complies with the County of Hidalgo _____ Section 3 Plan and is intended to inform the public, in particular project residents, of the economic opportunities (jobs) created through the use of the federal award.

Contractor/subcontractor intends to hire for the following positions:

Number of Jobs	Title	Description of Qualifications/Licensure /Certification

Section 3 preferences:
1. Persons residing in the project area and who are of low- to very-low- income
2. Participants in HUD Youthbuild
3. Homeless Persons
4. Residents of the local Public Housing Authority
5. Residents of the local Section 8 Housing Assistance Program units

For more information including job applications, apprenticeships, training positions, and qualifications, contact:

Name of Contractor _____
Contact Person _____
Address _____
City, State, Zip _____
Phone _____

Estimated construction start date is _____

AI-31465 **16. A.**

CC REGULAR

Meeting Date: 03/27/2012

Department: AUDITOR'S OFFICE

Information

CAPTION

Requesting approval to submit the "Pro Rata Tobacco Settlement Distribution County Expenditure Statement - 2012" to the Department of State Health Services; and, authorize County Judge to execute the report.

BACKGROUND

Attachments

Tobacco Settlement Statement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/14/2012 03:32 PM
Purchasing Department	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Maria Medina Started On: 03/14/2012 08:45 AM

Final Approval Date: 03/19/2012

Pro Rata Tobacco Settlement Distribution

County Expenditure Statement - 2012

Ray Eufracio, CPA
County Auditor

Table of Contents

A. Pro Rata Tobacco Settlement Distribution County Expenditures Statement – 2012

B. Unreimbursed Jail Health Care (Base numbers for expenditure category B)

C. Additional Unreimbursed Personal Health Care Services Provided to the General Public (Base numbers for expenditure category C)

D. Certifications

A. PRO RATA TOBACCO SETTLEMENT DISTRIBUTION COUNTY EXPENDITURE STATEMENT – 2012

TOTAL ALLOWABLE EXPENDITURES = $18,034,944.60

PRO RATA TOBACCO SETTLEMENT DISTRIBUTION
COUNTY EXPENDITURE STATEMENT - 2012

Name of County: Hidalgo County, Texas

Provide the **calendar year 2011 unreimbursed health care expenditures** for your county within the categories designated below. The Agreement Regarding Disposition of Settlement Proceeds states that these expenditures shall be calculated as follows:

> " The total annual unreimbursed health care expenditures for a county not wholly located within hospital district are defined as all unreimbursed amounts, including unreimbursed jail health care, expended by such county for health care services to the general public during that year plus 15% of the total."

Allowable Expenditure Categories

A. County indigent health care services:	$ 1,282,179.20
B. [1]Unreimbursed jail health care:	$ 1,577,943.71
C. [2]Additional unreimbursed personal health care services provided to the general public: (The total in this category must match the total identified on page 4 of this statement titled Attachment-County Expenditures Statement-2012.)	$ 12,822,437.61
D. [3]Other allowable expenditures: (This category should **ONLY** be completed if the Non-Hospital District Public Hospital Expenditure Statement regarding the sale or lease of a public health care facility applies to you. If applicable, insert the total from page 2 of the foregoing form in this category.)	-
Total allowable expenditures: (Expenditure categories A+B+C+D)	$ 15,682,560.52
X 1.15=	$ 18,034,944.60

(Amount claimed by county for *pro rata* distribution in 2012)

Pub. No. EF29-12280
Revised 11/11

COUNTY EXPENDITURE STATEMENT - 2012
Total Allowable Expenditures:(Expenditure Categories A+B+C+D)

(1) Health care clinic, laboratory, and case management services.	$	634,175.44
(2) Dental care services	$	14,097.54
(3) Outreach and prevention efforts related to tobacco use, including but not limited to media campaigns, education, counseling, and production and distribution of promotional literature.	$	140,544.76
(4)Other health care outreach and prevention efforts, including but not limited to media campaigns, education, counseling, and production and distribution of promotional literature. Typical target areas for these efforts include health hazards affecting the general public.	$	-
(5) Medical transportation	$	92,590.92
(6) Behavioral or psychiatric health care services	$	812,428.00
(7) Capital expenditures for health care services	$	91,332.19
(7a) Employee salary and benefits to the extent the employees is engaged in patient health care or other health care services.	$	994,526.06
(8) Overhead costs for a health care facility	$	5,008,905.17
(9) Emergency medical services	$	1,200.19
(10) Medical supplies or equipment used for the provision of health careservices to the general public.	$	456,210.25
(11) Other services provided by the county which are also within the scope of services that hospital districts are authorized by law to provide.These will typically be diagnostic and treatment services. UPL monies provided to hospitals to provide indigent services.	$	7,436,550.00
Total	$	15,682,560.52

Tobacco Settlement Distribution Proceeds Program	Indigent Health	Medical Supplement Program	Health Department	Sheriff's Department	Juvenile Probation	Tropical Texas Center	The Easter Seals Society	Palmer Drug Abuse Progam	Texas AgriLife Cooperative Extension	YEAR 2011 TOTALS
(1) Health care screening, laboratory, and health care case management services.	$ 124,960.97		$ 13,700.34	$ 202,741.93	$ 292,772.20	$ -	$ -		$ -	$ 634,175.44
(2) Oral/dental health care services.			$ -	$ -	$ 14,097.54	$ -	$ -		$ -	$ 14,097.54
(3) related to tobacco use, including but not limited to media campaigns, education, counseling, and production and distribution of promotional literature.	$ -		$ -	$ -	$ -	$ -	$ -	$ 2,199.00	$ 138,345.76	$ 140,544.76
(4) Other health care outreach and prevention efforts, including but not limited to media campaigns, education, counseling, and production and distribution of promotional literature. Typical target areas for these efforts include health hazards affecting the general public.	$ -			$ -	$ -	$ -	$ -		$ -	$ -
(5) Medical transportation, including transportation to and from medical appointments.	$ -		$ -	$ 92,590.92	$ -	$ -	$ -		$ -	$ 92,590.92
(6) Behavioral health care services.	$ -		$ -	$ 74,610.00	$ -	$ 737,818.00	$ -		$ -	$ 812,428.00
(7) Capital expenditures for direct health care services, such as construction of ambulance facilities or clinics.	$ -		$ 91,332.19		$ -	$ -	$ -		$ -	$ 91,332.19
(7a) Employee salary and benefits to the extent the employees is engaged in patient health care or other health care services.				$ 994,526.06						$ 994,526.06
(8) Overhead costs for a health care facility.	$ 1,157,218.23		$ 3,633,425.24	$ 14,069.55	$ 184,889.26	$ -	$ 19,302.89		$ -	$ 5,008,905.17
(9) Emergency medical services.	$ -		$ -	$ 1,200.19	$ -	$ -	$ -		$ -	$ 1,200.19
(10) Medical supplies or equipment used for the provision of health care services to the general	$ -		$ 192,004.99	$ 198,205.06	$ 66,000.20	$ -	$ -		$ -	$ 456,210.25
(11) Other services provided by the county which are also within the scope of services that hospital districts are authorized by law to provide. These will typically be diagnostic and treatment services for individuals.	$ -	$ 7,436,550.00	$ -	$ -	$ -	$ -	$ -		$ -	$ 7,436,550.00
TOTALS	$ 1,282,179.20	$ 7,436,550.00	$ 3,930,462.76	$ 1,577,943.71	$ 557,759.20	$ 737,818.00	$ 19,302.89	$ 2,199.00	$ 138,345.76	$ 15,682,560.52

NOTE: Category (I) Employee salary and benefit to the extent the employee is engaged in patient health care services such as the activities described in (E) is included in category #1 Health care screening, laboratory, and health care case management services.

B. UNREIMBURSED JAIL HEALTH CARE = $ 1,577,943.71

(Base numbers for expenditure category B)

Unreimbursed jail health care expenditures were based on itemized health care expenditures for prisoners over the entire year, subtracting any reimbursement received from entities outside our political subdivision to cover health care expenditures for individual prisoners.

COUNTY EXPENDITURE STATEMENT - 2012
(Base numbers for expenditure category B. on page 1)
Unreimbursed Jail Health Care

(1) Health care clinic, laboratory, and case management services.		$ 202,741.93
(2) Dental care services		$ -
(3) Outreach and prevention efforts related to tobacco use, including but not limited to media campaign, education, counseling, and production and distribution of promotional literature.		$ -
(4) Outreach and prevention efforts related to tobacco use, including but not limited to media campaign, education, counseling, and production and distribution of promotional literature. Typical target areas for these efforts include health h		$ -
(5) Medical transportation		$ 92,590.92
(6) Behavioral or psychiatric health care services		$ 74,610.00
(7) Capital expenditures for health care services		$ -
(7a) Employee salary and benefits to the extent the employees is engaged in patient health care or other health care		$ 994,526.06
(8) Overhead costs for a health care facility		$ 14,069.55
(9) Emergency medical services		$ 1,200.19
(10) Medical supplies or equipment used for the provision of health careservices to the general public		$ 198,205.06
(11) Other services provided by the county which are also within the scope of services that hospital districts are authorized by law to provide.These will typically be diagnostic and treatment services. (Describe below)		$ -
Total Expenditures for Sheriff's Department		$ 1,577,943.71

(1) Health care clinic, laboratory, and care case management services

	Vendor	Amount
1	ACCURATE VASCULAR DIAGNOSTIC CENTER	250.39
2	RALPH ALHALEL, MD, PA	152.13
3	GEORGE P. AMEGIN, D.O., P.A.	85.52
4	CALERA, INC.	38,760.64
5	BARRY G. COOK, MD, PA	528.58
6	DIABETES & ENDOCRINE CENTER	47.68
7	DOCTORS HOSPITAL AT RENAISSANCE	14,764.54
8	DSI RENAL, INC.	4,225.00
9	EDINBURG KIDNEY CENTER	6,270.00
10	EDINBURG RADIOLOGY, LLP	6.82
11	EDINBURG REGIONAL MEDICAL CENTER	13,314.33
12	RAY FULP ORTHOPEDICS, PA DBA SOUTH TEXAS BACK INSTITUTE & ORTHOPEDICS	576.34
13	GUMARO GARZA, MD	43,200.00
14	MARIN GARZA, MD	43,200.00
15	VICTOR HADDAD, M.D.	24.54
16	HEART CLINIC, PLLC	522.91
17	HIDALGO COUNTY HEALTH DEPARTMENT	240.00
18	KNAPP MEDICAL CENTER	2,142.96
19	LABORATORY CORPORATION OF AMERICA	1,349.65
20	DAVID A. MAYORGA, MD	271.43
21	McALLEN MEDICAL CENTER	2,160.34
22	McALLEN ONCOLOGY	2,587.39
23	DANIEL P. McLEAN, M.D., P.A.	3,722.77
24	MISSION HOSPITAL, INC.	8,644.69
25	RAUL A. PENA, M.D.	81.24
26	PERFORMANCE THERAPEUTICS, PLLC,	2,126.60
27	PHYSICIANS' EDUCATIONAL FOUNDATION	33.95
28	PHYSICIANS LABORATORY SERVICES	12.01
29	QUEST DIAGNOSTICS, INC.	4,096.05
30	RGV ANESTHESIA ASSOCIATES, P.A.	386.82
31	RENAISSANCE MEDICAL IMAGING	3,667.20
32	RIO GRANDE REGIONAL HOSPITAL	2,142.68
33	MARIA E. RODRIGUEZ, M.D.	2,428.51
34	SOUTH TEXAS PATHOLOGY ASSOCIATES	387.44
35	EDWARD H. TAN, M.D., P.A.	34.65
36	TEXAS ONCOLOGY, P.A.	214.06
37	UROLOGY ASSOCIATES OF SOUTH TEXAS	253.44
38	VALENCIA MD & SANCHEZ MD PA	154.01
39	VALLEY AIDS COUNCIL	406.13
40	VALLEY EAR, NOSE, & THROAT SPECIALISTS	55.52
41	VALLEY PULMONARY GROUP	33.27
42		
43		
44		
45		
	TOTAL EXPENDITURES	203,562.23
	REIMBURSEMENTS	820.30
	EXPENDITURES NET OF REIMBURSEMENTS	202,741.93

(1) Health care clinic, laboratory, and care case management services

	VENDORS (REIMBURSEMENTS)	AMOUNT		
1	US MARSHAL'S REIMBURSEMENT--GARZA, GUMARO, M.D.	369.53	*	(43.200 00*0 8554%)
2	US MARSHAL'S REIMBURSEMENT--GARZA, MARIN, M.D.	369.53	*	(43.200 00*0 8554%)
3	EDINBURG REGIONAL MEDICAL CENTER (REC. #145722 DATED 04/12/11)	81.24		
4				
	TOTAL REIMBURSEMENTS	820.30		

*Average Federal/Inmate Total Population 0 8554%

(2) Dental care services

	Vendor	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
	TOTAL EXPENDITURES	0.00
	REIMBURSEMENTS	0.00
	EXPENDITURES NET OF REIMBURSEMENTS	0.00

	Vendor (Reimbursements)	Amount
1		
2		
3		
4		
5		
	TOTAL REIMBURSEMENTS	0.00

(3) Outreach and prevention efforts related to tobacco use, including but not limited to media campaigns, education, counseling, and production and distribution of promotional literature.

	Vendor	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
	TOTAL EXPENDITURES	0.00
	REIMBURSEMENTS	0.00
	EXPENDITURES NET OF REIMBURSEMENTS	0.00

	Vendor (Reimbursements)	Amount
1		
2		
3		
4		
5		
	TOTAL REIMBURSEMENTS	0.00

(4) Other health care outreach and prevention efforts, including but not limited to media campaigns, education, counseling, and production and distribution of promotional literature. Typical target areas for these efforts include health hazards affecting the general public

	Vendor	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

TOTAL EXPENDITURES	0.00
REIMBURSEMENTS	0.00
EXPENDITURES NET OF REIMBURSEMENTS	0.00

	Vendor (Reimbursements)	Amount
1		
2		
3		
4		
5		

TOTAL REIMBURSEMENTS	0.00

(5) Medical transportation

	Vendor	Amount
1	VALLEY EMS, INC.	2,880.24
2	INMATE MEDICAL TRANSPORTATION (MILEAGE)	15,338.01
3	INMATE MEDICAL TRANSPORTATION (COMPENSATION & BENEFITS)	26,147.54
4	MENTAL COMMITMENTS (MILEAGE)	6,970.16
5	MENTAL COMMITMENTS (COMPENSATION & BENEFITS)	41,254.97
6		
7		
8		
9		
10		
11		
12		
13		
	TOTAL EXPENDITURES	92,590.92
	REIMBURSEMENTS	0.00
	EXPENDITURES NET OF REIMBURSEMENTS	92,590.92

	Vendor (Reimbursements)	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
	TOTAL REIMBURSEMENTS	0.00

(6) Behavioral or psychiatric health care services

	Vendor	Amount
1	Tropical Texas Behavioral Health	74,610.00
2		
3		
4		
5		
6		
7		
8		
9		
10		

TOTAL EXPENDITURES	74,610.00
REIMBURSEMENTS	0.00
EXPENDITURES NET OF REIMBURSEMENTS	74,610.00

	Vendor (Reimbursements)	Amount
1		
2		
3		
4		
5		

TOTAL REIMBURSEMENTS	0.00

(7) Capital expenditures for health care services

	Vendor	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

TOTAL EXPENDITURES	0.00
REIMBURSEMENTS	0.00
EXPENDITURES NET OF REIMBURSEMENTS	0.00

	Vendor (Reimbursements)	Amount
1		
2		
3		
4		
5		

TOTAL REIMBURSEMENTS	0.00

(7a) Employee salary and benefits to the extent the employee is engaged in patient health care or other health care services.

	Vendor	Amount
1	SALARY	802,790.67
2	LONGEVITY	1,317.50
3	HEALTH INSURANCE	58,305.00
4	LIFE INSURANCE	490.50
5	FICA	58,988.26
6	RETIREMENT	77,194.68
7	UNEMPLOYMENT COMPENSATION	4,020.03
8	WORKERS' COMPENSATION	0.00
9		
10		
11		
	TOTAL EXPENDITURES	1,003,106.64
	REIMBURSEMENTS	8,580.58
	EXPENDITURES NET OF REIMBURSEMENTS	994,526.06

	Vendor (Reimbursements)	Amount	
1	US MARSHAL REIMBURSEMENT--SALARY	6,867.07	*
2	US MARSHAL REIMBURSEMENT--LONGEVITY	11.27	*
3	US MARSHAL REIMBURSEMENT--HEALTH INSURANCE	498.74	*
4	US MARSHAL REIMBURSEMENT--LIFE INSURANCE	4.20	*
5	US MARSHAL REIMBURSEMENT--FICA	504.59	*
6	US MARSHAL REIMBURSEMENT--RETIREMENT	660.32	*
7	US MARSHAL REIMBURSEMENT--UNEMPLOYMENT COMPENSATION	34.39	*
8	US MARSHAL REIMBURSEMENT--WORKERS' COMPENSATION	0.00	*
9			
10			
	TOTAL REIMBURSEMENTS	8,580.58	

*Average Federal Inmate/Average Total In Facility Population .3554%

(8) Overhead costs for a health care facility

	Vendor	Amount
1	CITY OF EDINBURG	5,338.60
2	MAGIC VALLEY ELECTRIC CO-OP	8,730.95
3		
4		
5		
6		
7		
8		
9		
10		
	TOTAL EXPENDITURES	14,069.55
	REIMBURSEMENTS	0.00
	EXPENDITURES NET OF REIMBURSEMENTS	14,069.55

	Vendor (Reimbursements)	Amount
1		
2		
3		
4		
5		
	TOTAL REIMBURSEMENTS	0.00

Source: Expenditure Reports

(9) Emergency medical services

	Vendor	Amount
1	GATEWAY EMERGENCY PHYSICIANS	81.24
2	HIDALGO EMERGENCY MEDICINE ASSOCIATES	79.62
	PALMS EMERGENCY PHYSICIANS	498.45
3	RIO GRANDE VALLEY EMERGENCY PHYSICIANS, PLLC	459.64
4	RENAISSANCE EMERGENCY PHYSICIANS	81.24
5		
6		
7		
8		
9		
	TOTAL EXPENDITURES	1,200.19
	REIMBURSEMENTS	0.00
	EXPENDITURES NET OF REIMBURSEMENTS	1,200.19

	Vendor (Reimbursements)	Amount
1		
2		
3		
4		
5		
	TOTAL REIMBURSEMENTS	0.00

(10) Medical supplies or equipment used for the provision of health care services to the general public

	Vendor	Amount
1	AUBURN PHARMACEUTICAL CO.	14,429.44
2	CENTRAL TEXAS MEDICAL EQUIPMENT & SUPPLIES	742.00
3	KCI USA, INC.	6,975.86
4	LEE'S PHARMACY & MEDICAL EQUIPMENT CO.	180.00
5	MOORE MEDICAL, LLC	6,980.89
6	MSM--A MEDICAL SUPPLY CO.	3,789.24
7	NATIONAL VITAMIN COMPANY, INC.	85.05
8	RALLY, INC.	68.80
9	HENRY SCHEIN, INC.	8,888.58
10	WESTWOOD PHARMACY	158,495.22
11		
12		
13		

TOTAL EXPENDITURES	200,635.08
REIMBURSEMENTS	2,430.02
EXPENDITURES NET OF REIMBURSEMENTS	198,205.06

	Vendor (Reimbursements)	Amount
1	BUREAU OF PRISONS (REC. #146108 DATED 04/28/11)	2,430.02
2		
3		
4		
5		
6		
7		
8		
9		
10		

TOTAL REIMBURSEMENTS	2,430.02

(11) Other services provided by the county which are also within the scope of services that hospital districts are authorized by law to provide. These will typically be diagnostic and treatment services.

	Vendor	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

TOTAL EXPENDITURES	0.00
REIMBURSEMENTS	0.00
EXPENDITURES NET OF REIMBURSEMENTS	0.00

	Vendor (Reimbursements)	Amount
1		
2		
3		
4		
5		

TOTAL REIMBURSEMENTS	0.00

C. ADDITIONAL UNREIMBURSED PERSONAL HEALTH CARE SERVICES PROVIDED TO THE GENERAL PUBLIC

$12,822,437.61

ATTACHMENT - COUNTY EXPENDITURE STATEMENT - 2012
(Base numbers for expenditure Listed on category C ONLY from page 1)

On the appropriate line below, enter the base numbers for your county's unreimbursed **category C.** expenditures during calendar year 2011. **The total amount that you enter on this attachment should equal the amount that you entered for category C on page one (1) of the expenditure statement.** Any unreimbursed expenditures that you made from a trust fund or reserve account for the provision of health care services may also be included below.

(1) Health care clinic, laboratory, and case management services.	$	306,472.54
(2) Dental care services	$	14,097.54
(3) Outreach and prevention efforts related to tobacco use, including but not limited to media campaign, education, counseling, and production and distribution of promotional literature.	$	140,544.76
(4) Other health care outreach and prevention efforts, including but not limited to media campaign, education, counseling, and production and distribution of promotional literature. Typical target areas for these efforts include health hazards affecting the general public.	$	-
(5) Medical transportation	$	-
(6) Behavioral or psychiatric health care services	$	737,818.00
(7) Capital expenditures for health care services	$	91,332.19
(8) Overhead costs for a health care facility	$	3,837,617.39
(9) Emergency medical services	$	-
(10) Medical supplies or equipment used for the provision of health care services to the general public.	$	258,005.19
(11) Other services provided by the county which are also within the scope of services that hospital districts are authorized by law to provide.These will typically be diagnostic and treatment services. (Describe below) Payments made to Medical Supplemental Program.	$	7,436,550.00
TOTAL FOR CATEGORY C	$	12,822,437.61

Pub. No. EF29-12280
Revised 11/11

Tobacco Settlement Distribution Proceeds Program
County Expenditure Statement 2012
Additional Unreimbursed Personal Health Care Services Provided To The General Public

	Health Department	Medical Supplemental Program	Juvenile Probation	Tropical Texas Center	The Easter Seals Society	Palmer Drug Abuse Progam	Texas AgriLife Cooperative Extension	YEAR 2011 TOTALS
(1) Health care screening, laboratory, and health care case management services.	$ 13,700.34	$ -	$ 292,772.20	$ -	$ -	$ -		$ 306,472.54
(2) Oral/dental health care services.	$ -	$ -	$ 14,097.54	$ -	$ -	$ -		$ 14,097.54
(3) Outreach and prevention efforts related to tobacco use, including but not limited to media campaigns, education, counseling, and production and distribution of promotional literature.	$ -	$ -	$ -	$ -	$ -	$ 2,199.00	$ 138,345.76	$ 140,544.76
(4) Other health care outreach and prevention efforts, including but not limited to media campaigns, education, counseling, and production and distribution of promotional literature. Typical target areas for these efforts include health hazards affecting the general public.	$ -	$ -	$ -	$ -	$ -	$ -		$ -
(5) Medical transportation, including transportation to and from medical appointments.	$ -	$ -	$ -	$ -	$ -	$ -		$ -
(6) Behavioral health care services.	$ -	$ -	$ -	$ 737,818.00	$ -	$ -		$ 737,818.00
(7) Capital expenditures for direct health care services, such as construction of ambulance facilities or clinics.	$ 91,332.19	$ -	$ -	$ -	$ -	$ -		$ 91,332.19
(8) Overhead costs for a health care facility.	$ 3,633,425.24	$ -	$ 184,889.26	$ -	$ 19,302.89	$ -		$ 3,837,617.39
(9) Emergency medical services.	$ -	$ -	$ -	$ -	$ -	$ -		$ -
(10) Medical supplies or equipment used for the provision of health care services to the general public.	$ 192,004.99	$ -	$ 66,000.20	$ -	$ -	$ -		$ 258,005.19
(11) Other services provided by the county which are also within the scope of services that hospital districts are authorized by law to provide. These will typically be diagnostic and treatment services for individuals.	$ -	$ 7,436,550.00	$ -	$ -	$ -	$ -		$ 7,436,550.00
TOTALS	$ 3,930,462.76	$ 7,436,550.00	$ 557,759.20	$ 737,818.00	$ 19,302.89	$ 2,199.00	$ 138,345.76	$ 12,822,437.61

D. CERTIFICATIONS

County Judge

County Auditor

Human Services/Indigent Health

Sheriff's Department

Health Department

Juvenile Probation

Tropical Texas Center

Easter Seal Society

Palmer Drug Abuse Program

Texas Cooperative Extension

Pro Rata Tobacco Settlement Distribution
***County Expenditure Statement* – 2012**

The deadline for submission of this form to the Texas Department of State Health Services (DSHS) is **March 31, 2012**. The target date for payment by the Comptroller of Public Accounts to the political subdivisions, based on this information, is no later than April 30, 2012.

The information submitted on this form is subject to audit by the State of Texas. If ineligible expenditures are identified through an audit following payment to a political subdivision, the ineligible amount may be deducted from the subsequent year's payment to that political subdivision.

This is to certify that the above expenditures are eligible for pro rata payment in accordance with the Agreement Regarding Disposition of Settlement Proceeds between the State of Texas and American Tobacco Company, et al.

Name of County: Hidalgo County

Name of Certifying Officer: Ramon Garcia

Certifying Officer's Title: County Judge

Certifying Officer's Signature/Date: _____

Telephone Number: (956) 318-2600 Email: ramon.gracia@co.hidalgo.tx.us

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If you chose to have your completed signed expenditure statement (1) hand delivered or (2) faxed or (3) emailed to DSHS, it must be received no later than 5:00 p.m., March 31, 2012. If you elect to mail (via the U.S. Postal Service) or ship (via a commercial mail service) your completed signed expenditure statement, the postmark must reflect a date no later than midnight, March 31, 2012. STATEMENTS THAT DO NOT INCLUDE A SIGNATURE WILL NOT BE ACCEPTED. Statements are to be addressed to:

Texas Department of State Health Services
Funds Coordination & Management
Attn: Meghan Lyons, MC 4501, Rm. T-511
1100 W 49th Street, Austin, TX 78756
PO Box 149347, Austin, Texas 78714-9347

You may direct any questions to Ms. Lyons at the above address or by telephone, fax, or email as follows:

Telephone Number: 512.776.2877
Fax: 512.776.7774
Email: meghan.lyons@dshs.state.tx.us

DSHS WILL ACKNOWLEDGE IN WRITING THE RECEIPT OF ALL COMPLETED SIGNED EXPENDITURE STATEMENTS.

Pub. No. EF29-12280
Revised 11/11

Pro Rata Tobacco Settlement Distribution
***County Expenditure Statement* – 2012**

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Name of County: Hidalgo County

Name of Certifying Officer: Ray Eufracio, CPA

Certifying Officer's Title: County Auditor

Certifying Officer's Signature/Date: _____

Telephone Number: (956) 318-2511 Email: ray.eufracio@auditor.co.hidalgo.tx.us

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Pro Rata Tobacco Settlement Distribution
County Expenditure Statement – 2012

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Name of County: HIDALGO

Name of Certifying Officer: EDUARDO OLIVAREZ

Certifying Officer's Title: HEALTH AND HUMAN SERVICES CHIEF ADMINISTRATIVE OFFICER

Certifying Officer's Signature/Date: 2-10-2012

Telephone Number: (956) 318-2011 Email: eddie.olivarez@hchd.org

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Pro Rata Tobacco Settlement Distribution
***County Expenditure Statement* – 2012**

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Name of County: Hidalgo

Name of Certifying Officer: Guadalupe "Lupe" Trevino

Certifying Officer's Title: Hidalgo County Sheriff

Certifying Officer's Signature/Date: 03/01/12

Telephone Number: (956) 393-6002 Email: sheriffrevino@hidalgoso.org

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PO Box 149347, Austin, Texas 78714-9347

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Pub. No. F29-12280
Revised 11/11

Pro Rata Tobacco Settlement Distribution
County Expenditure Statement – 2012

The deadline for submission of this form to the Texas Department of State Health Services (DSHS) is **March 31, 2012**. The target date for payment by the Comptroller of Public Accounts to the political subdivisions, based on this information, is no later than April 30, 2012.

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Name of County: Hidalgo County Health & Human Services Department

Name of Certifying Officer: Eduardo Olivarez

Certifying Officer's Title: Chief Administrative Officer

Certifying Officer's Signature/Date: 2-15-2012

Telephone Number: (956) 383-6221 Email: eddie.olivarez@hchd.org

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Funds Coordination & Management
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1100 W 49th Street, Austin, TX 78756
PO Box 149347, Austin, Texas 78714-9347

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Telephone Number: 512.776.2877
Fax: 512.776.7774
Email: meghan.lyon@dshs.state.tx.us

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Pro Rata Tobacco Settlement Distribution
County Expenditure Statement – 2012

The deadline for submission of this form to the Texas Department of State Health Services (DSHS) is **March 31, 2012.** The target date for payment by the Comptroller of Public Accounts to the political subdivisions, based on this information, is no later than April 30, 2012.

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This is to certify that the above expenditures are eligible for pro rata payment in accordance with the Agreement Regarding Disposition of Settlement Proceeds between the State of Texas and American Tobacco Company, et al.

Name of County: HIDALGO COUNTY

Name of Certifying Officer: MR. ISRAEL "BUDDY" SILVA, JR.

Certifying Officer's Title: DIRECTOR/CHIEF JUVENILE PROBATION OFFICER

Certifying Officer's Signature/Date: _____

Telephone Number: (956) 587-6200 Email:buddy.silva@jpd.co.hidalgo.tx.us

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Texas Department of State Health Services
Funds Coordination & Management
Attn: Meghan Lyons, MC 4501, Rm. T-511
1100 W 49th Street, Austin, TX 78756
PO Box 149347, Austin, Texas 78714-9347

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Fax: 512.776.7774
Email: meghan.lyons@dshs.state.tx.us

DSHS WILL ACKNOWLEDGE IN WRITING THE RECEIPT OF ALL COMPLETED SIGNED EXPENDITURE STATEMENTS.

Pub. No. F29-12280
Revised 11/11

TROPICAL
TEXAS BEHAVIORAL HEALTH
P.O. Drawer 1108 • 1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

CERTIFICATION

This is to certify that Tropical Texas Behavioral Health, located at 1901 S. 24th Ave., Edinburg, Texas 78539 received $737,818 from Hidalgo County for health care expenditures. All funds stated above were disbursed during the calendar year ended December 31, 2011.

We served 9368 people during the year ended December 31, 2010. Supporting documentation is attached.

W. Terry Crocker, Chief Executive Officer

1-16-12
(Date)

Phone No. (956) 289-7258

Tomas A. Gonzalez, M.D.
Chairman of the Board

1/17/2012
(Date)

Attest:

Shawn Spanfhel, Secretary

1/25/12
(Date)

Easter Seals
DISABILITY SERVICES

Creating solutions, changing lives.

Helping people with disabilities gain greater independence

RECEIVED BY
COUNTY AUDITOR

2012 JAN 27 PM 1 46

EASTER SEALS RIO GRANDE VALLEY
P.O. Box 489
1217 Houston Street
McAllen, TX 78505-0489
(956) 631-9171 • Fax (956) 631-7566

HARLINGEN SATELLITE
2422-C E. Tyler Avenue
Harlingen, TX 78550
(956) 423-9171 • Fax (956) 423-7457

www.easterseals-rgv.org

January 24, 2012

Mr. Ray Eufracio, CPA
Hidalgo County Auditor
Hidalgo County Administration Bldg.
2808 South Business Highway 281
Edinburg, Texas 78539-6243

BOARD OF DIRECTORS

President
A.R. 'Felo' Guerra

President-Elect
Rebecca H. Garcia

Vice President
R.D. 'Bobby' Guerra

Treasurer
Tracey Twenhafel

Secretary
Laura Talbot

BOARD MEMBERS

Ricardo Aguirre
Valorie Glass
Lori Goldman
Joseph McDonald, M.D.
Sam Rodriguez, Jr.
Beatriz Tapia, M.D.
Linda Villarreal, M.D.

MEDICAL DIRECTOR

Dr. Hiram Tavárez

EXECUTIVE DIRECTOR

Patricia Rosenlund

EASTER SEALS RIO GRANDE VALLEY

CERTIFICATION

This is to certify that Hidalgo County pays the electricity expenses for Easter Seals Rio Grande Valley located at 1217 W. Houston Ave., McAllen, Texas 78501. The County paid **$19,302.89** for electricity for the year ended December 31, 2011. The facility is used to provide health care services for disabled children. The County pays the electricity expense directly to Reliant Energy Solutions.

We served 1,526 children during the year ended December 31, 2011. Supporting documentation is attached.

Patricia Rosenlund
Signature

Patricia Rosenlund/Executive Director
Print Name/Title

1-24-12
Date

956-631-9171
Phone No.

Attest:
Yvonne Gonzalez
Signature

Yvonne Gonzalez
Print Name
Secretary

1-25-12
Date

PALMER DRUG ABUSE PROGRAM
115 N. 9th / McALLEN, TEXAS 78501 / www.pdap.com / (956) 687-7714 / FAX (956) 687-5306

March 21, 2012

This is to certify that Plamer Drug Abuse Program, located at 115 N. 9th Street McAllen, Texas 78501 received $2,199.00 from Hidalgo County for outreach, counseling and prevention efforts related to health care services provided to the general public. All funds stated above were disbursed during the calendar year ended December 31, 2011.

Cynthia R. Morales
(Signature)

Cynthia Morales
(Print Name/Title)

3/20/12
(Date)

956-687-7714
(Phone No.)

Attest:

(Signature)

Zeline Ramirez
(Print Name)
Secretary

3/21/2012
(Date)

RECEIVED BY
COUNTY AUDITOR
2012 Mar 21 PM 3 47

AI-31625 **17. A. 1.**

CC REGULAR

Meeting Date: 03/27/2012

Department: BUDGET & MANAGEMENT

Information

CAPTION

Tax Notes - Series 2007:
Approval of 2012 appropriation of Tax Notes, Series 2007 funds (1302) to Constable Precinct #5 in the total amount of $87,777.27 for purchase of new vehicles.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1302-421-00-295-006-0-741

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

BUDGETARY IMPACT:

TAX NOTES, 2007
Amount available in fund balance as of 03/23/12.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Manuel Chapa	Manuel Chapa	03/23/2012 07:47 AM
Budget & Management	Merlen P. Munoz	03/23/2012 08:11 AM
Rosalinda Cantu	Rosie Cantu	03/23/2012 03:17 PM
Purchasing Department	Monica Badillo	03/23/2012 03:38 PM

Form Started By: Sergio Cruz Started On: 03/23/2012

Final Approval Date: 03/23/2012

DATE: March 23, 2012

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt. for - Constable Pct# 5

ACCOUNT NUMBER: 2-1302-421-00-295-001-0-741

Contact Person: Manuel Chapa **Ph#:** (956) 292-7025 Ext. 5760

2012
Appropriation

AI# 31625

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
2-1302-421-00-295-006-0-741	Tax Notes,2007	Const Pct 5 - Vehicles	87,777.27
		TOTAL BUDGET INCREASE (DECREASE)	$ 87,777.27

REASON: Appropriation of funds for Constable Pct#5 to cover purchase of new vehicles.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-31484 **18. A. 4.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Martha L. Salazar

Department: PURCHASING DEPT.

Information

CAPTION

Discussion, consideration, action and approval to proceed to advertise the procurement of the projects listed herein through the Request for Proposals process:

a. Emergency Air Ambulance Services for Hidalgo County Employees (a post tax product through payroll deduction);

b. Automated Teller Machine Services (ATM) on an as needed basis;

c. Declare surplus (Tx. LGC, 263.151(2)(B)(C) the area/space (approx. 50 sq. feet) located on north wall between the (north) glass doors leading to District Clerk's office and west stairwell door (west-next to elevators) and not used and not needed at this time for the purpose of offering for lease for the project described in next item;

d. Lease of Space to individual(s) qualified by State-Registered Agencies or Non-Profits at current Hidalgo County Courthouse for concession purposes-gainful employment (shoeshine services).

BACKGROUND

Draft requirements for said projects are currently being drafted by the Purchasing Department and will be provided at a later date.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

1. Project 1- Emergency Air Ambulance Services-emplyee electected-voluntary payroll deducted post tax basis;
2. Project 2- Automated Teller Machines (ATM) Services-revenue generating project;
3. Project 3- Lease of County Space-no cost to County (other than a re-imbursement of electric energy);

Attachments

Courthouse-Lobby

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	03/19/2012 09:40 AM
Purchasing Department	Marty Salazar	03/21/2012 12:43 PM

Form Started By: Darlene Betancourt Started On: 03/14/2012 03:09 PM

Final Approval Date: 03/21/2012

1
275TH
DISTRICT COURT
2012 3 21

AI-31565 **18. A. 5.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Martha Salazar

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of plans and specification including authority to advertise sealed bids (conventional construction) for the following projects as presented, developed and designed by the respective professionals:

Titles	Plans and Specifications developed by:	Project No.
Hidalgo County -"Construction of New Constable Precinct No. 1 Offices"	Project architect: Alcocer Garcia and Associates	2012-028-04-18-MSS
Hidalgo County - "Construction of New Constable Precinct No. 1 Offices -Parking Lot and Off-Site Drainage Improvements"	Project Engineer: Guzman & Munoz Engineering & Surveying, Inc.	2012-028A-04-18-MSS

BACKGROUND

Proposed procurement schedule:
1. 1st Ad.....March 31, 2012
2. 2nd Ad.....April 7, 2012
3. Pre-Bid.....April 10, 2012
4. Bid Openings.....April 18, 2012

Note: Final plans and specifications for projects will be submitted by project architect and project engineer respectively on or before Commissioners' Court Meeting.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1336-421-00-220-042-0-720

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

BUDGETARY IMPACT:

Available balance as of 03/26/12 $340,764.15

Attachments

1

2

Form Review

Inbox **Reviewed By** **Date**

Purchasing Department	Marty Salazar	03/23/2012 10:00 AM
Budget & Management	Merlen P. Munoz	03/23/2012 10:08 AM
Auditor's Office	Monica Badillo	03/23/2012 03:38 PM

Form Started By: Moises Salazar Started On: 03/21/2012 10:17 AM

Final Approval Date: 03/23/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

HIDALGO COUNTY
"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES -PARKING LOT AND OFF-SITE DRAINAGE"

BID No. -2012-028A-04-18-MSS

TABLE OF CONTENTS -COUNTY'S FRONT END DOCUMENTS

Item	Description	No. of Pages
1.	Advertisement	1
2.	Legal Notice	9
3.	Exhibit C, Insurance Requirements	4
4.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
5.	Exhibit E, Proposer's Affidavit	1
6.	Certification Regarding Debarment	1
7.	Vendor/Bidder Application and W-9 form	6
8.	County Forms Submittal Check List	1

The above mentioned items shall be found in this RFB packet. 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.

REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY with sealed bids for the following Construction Projects:

2012-028-04-18-MSS	**-HIDALGO COUNTY-"Construction Of New Constable Precinct No. 1 Offices".**
2012-028A-04-18-MSS	**-HIDALGO COUNTY-"Construction Of New Constable Precinct No. 1 Offices-Parking Lot And Off-Site Drainage".**

Bid Packets may be obtained as follow:

Project No.	Project Description:	Plans Available at:	Plans/Spec Deposit
2012-028-04-18-MSS	**-HIDALGO COUNTY** **-"Construction Of New Constable Precinct No. 1 Offices".**	Project Architect- Alcocer Garcia and Associates 1333 E. Jasmine McAllen, TX 78501 (956) 618-2007	$150.00 Refundable
2012-028A-04-18-MSS	**-HIDALGO COUNTY** **-"Construction Of New Constable Precinct No. 1 Offices-Parking Lot And Off-Site Drainage".**	Project Engineer- Guzman & Munoz Engineering & Survey, Inc. 2020 E. Expressway 83 Mercedes, TX 78570 (956) 565-4637	$150.00 None Refundable

PRE-BID CONFERENCE is scheduled for Tuesday, April 10, 2012 at 2:00 P.M. at HIDALGO COUNTY PURCHASING DEPARTMENT CONFERENCE ROOM-2812 S. Business Hwy 281, EDINBURG, TEXAS 78539

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet with Bidders' name and address on the upper left hand corner of the sealed envelope and/or package and **Bid No. and project name** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

BIDS ACCEPTANCE: Sealed bids will be accepted until **3:00 p.m. on Wednesday, April 18, 2012** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Attention is called to the fact that not less than, the federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or accept the bids considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 27th day of March, 2012.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS@1-866-HCR-SAFE OR 1-866-427-7233

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY

"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES -PARKING LOT AND OFF-SITE DRAINAGE"

RFB NO: 2012-028A-04-18-MSS

Acceptance Due Date: **April 18, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Moises Salazar, Buyer III
(956) 292-7000 Ext. 4863
moises.salazar@co.hidalgo.tx.us

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY – CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES -PARKING LOT AND OFF-SITE DRAINAGE"** 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-2012-028A-04-18-MSS- HIDALGO COUNTY – CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES -PARKING LOT AND OFF-SITE DRAINAGE"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 3:00 p.m., WEDNESDAY, APRIL 18, 2012.**

   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 -2012-028A-04-18-MSS- HIDALGO COUNTY – CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES -PARKING LOT AND OFF-SITE DRAINAGE". Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of

warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

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 - **BID-2012-028A-04-18-MSS- HIDALGO COUNTY – CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES -PARKING LOT AND OFF-SITE DRAINAGE"** 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 Facilities Management
Richard Sunday, Infrastructure System Manager
P.O. Box 1356
Edinburg, TX 78540
Ph: (956) 289-7850
Fax: (956) 318-2648

17. Schedule of Events

Pre-Bid Conference,	**2:00 PM**	**April 10 , 2012**
Bid Opening,	**3:00 PM**	**April 18 , 2012**
Award of Contract		_____, 2012
Commence Work or Deliver Products		_____, 2012

HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	12/30/11 and 01/02/12
Martin Luther King Day	01/16/12
President's Day	02/20/12
Good Friday	04/06/12
Easter	04/09/12
Memorial Day	05/28/12
Independence Day	07/04/12
Labor Day	09/03/12
Columbus Day	10/08/12
Veteran's Day	11/12/12
Thanks Giving Day	11/22/12 and 11/23/12
Christmas Day	12/24/12 and 12/25/12

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.

- NOTICE:
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND
  DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be

free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. 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.

31. 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
"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES -PARKING LOT AND OFF-SITE DRAINAGE"

BID No. -2012-028A-04-18-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership ____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ Date:_____ Other: _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s): _____ or are Certificate(s) attached?: Yes No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):_____

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 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.

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.

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, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

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.

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 social security card. 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 social security card 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/online/ss-5.pdf*. 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.)

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, and the District of Columbia 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.

HIDALGO COUNTY

"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES –PARKING LOT AND OFF-SITE DRAINAGE"

BID No. -2012-028A-04-18-MSS

SUBMITTAL CHECK LIST
FOR COUNTY FRONT END FORMS

The following list of forms from the County "Front End Documents" must be included in the RFB response, failure to submit any of these forms may be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form.

_____ Exhibit "E" –Proposers Affidavit

_____ Certification Regarding Debarment

_____ Vendor Bidder Application and IRS form W-9

_____ One (1) original, Three (3) copies of complete Response, including any other documentation requested in this RFB not listed in County Front Document Forms (i.e. Bid Form, Bid Bond, Sub-Contractors List, references, etc).

Name:_____

Signature: _____ Date: _____

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

HIDALGO COUNTY
"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES"

BID No. -2012-028-04-18-MSS

TABLE OF CONTENTS -COUNTY'S FRONT END DOCUMENTS

Item	Description	No. of Pages
1.	Advertisement	1
2.	Legal Notice	9
3.	Exhibit C, Insurance Requirements	4
4.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
5.	Exhibit E, Proposer's Affidavit	1
6.	Certification Regarding Debarment	1
7.	Vendor/Bidder Application and W-9 form	6
8.	DRAFT -AIA Document A101-2007	
9.	DRAFT -AIA Document A201-2007	
10.	County Forms Submittal Check List	1

The above mentioned items shall be found in this RFB packet. 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.

REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY with sealed bids for the following Construction Projects:

2012-028-04-18-MSS	**-HIDALGO COUNTY-"Construction Of New Constable Precinct No. 1 Offices".**
2012-028A-04-18-MSS	**-HIDALGO COUNTY-"Construction Of New Constable Precinct No. 1 Offices-Parking Lot And Off-Site Drainage".**

Bid Packets may be obtained as follow:

Project No.	Project Description:	Plans Available at:	Plans/Spec Deposit
2012-028-04-18-MSS	**-HIDALGO COUNTY** **-"Construction Of New Constable Precinct No. 1 Offices".**	Project Architect- Alcocer Garcia and Associates 1333 E. Jasmine McAllen, TX 78501 (956) 618-2007	$150.00 Refundable
2012-028A-04-18-MSS	**-HIDALGO COUNTY** **-"Construction Of New Constable Precinct No. 1 Offices-Parking Lot And Off-Site Drainage".**	Project Engineer- Guzman & Munoz Engineering & Survey, Inc. 2020 E. Expressway 83 Mercedes, TX 78570 (956) 565-4637	$150.00 None Refundable

PRE-BID CONFERENCE is scheduled for Tuesday, April 10, 2012 at 2:00 P.M. at HIDALGO COUNTY PURCHASING DEPARTMENT CONFERENCE ROOM-2812 S. Business Hwy 281, EDINBURG, TEXAS 78539

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet with Bidders' name and address on the upper left hand corner of the sealed envelope and/or package and **Bid No. and project name** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

BIDS ACCEPTANCE: Sealed bids will be accepted until **3:00 p.m. on Wednesday, April 18, 2012** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Attention is called to the fact that not less than, the federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or accept the bids considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 27th day of March, 2012.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS@1-866-HCR-SAFE OR 1-866-427-7233

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY

"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES"

RFB NO: 2012-028-04-18-MSS

Acceptance Due Date: **April 18, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Moises Salazar, Buyer III
(956) 292-7000 Ext. 4863
moises.salazar@co.hidalgo.tx.us

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY – CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES"** 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-2012-028-04-18-MSS- HIDALGO COUNTY – CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 3:00 p.m., WEDNESDAY, APRIL 18, 2012.**

   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 -2012-028-04-18-MSS- HIDALGO COUNTY – CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES". Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

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 - **BID-2012-028-04-18-MSS- HIDALGO COUNTY – CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES"** 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 Facilities Management
Richard Sunday, Infrastructure System Manager
P.O. Box 1356
Edinburg, TX 78540
Ph: (956) 289-7850
Fax: (956) 318-2648

17. Schedule of Events

Pre-Bid Conference,	**2:00 PM**	**April 10 , 2012**
Bid Opening,	**3:00 PM**	**April 18 , 2012**
Award of Contract		_____, 2012
Commence Work or Deliver Products		_____, 2012

HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	12/30/11 and 01/02/12
Martin Luther King Day	01/16/12
President's Day	02/20/12
Good Friday	04/06/12
Easter	04/09/12
Memorial Day	05/28/12
Independence Day	07/04/12
Labor Day	09/03/12
Columbus Day	10/08/12
Veteran's Day	11/12/12
Thanks Giving Day	11/22/12 and 11/23/12
Christmas Day	12/24/12 and 12/25/12

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.

- NOTICE:
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND
  DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be

free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. 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.

31. 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
"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES"

BID No. -2012-028-04-18-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership ____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ Date:_____ Other: _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s): _____ or are Certificate(s) attached?: Yes No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):_____

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 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.

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.

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, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

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.

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 social security card. 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 social security card 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/online/ss-5.pdf*. 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.)

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, and the District of Columbia 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.

HIDALGO COUNTY
"CONSTRUCTION OF NEW CONSTABLE PRECINCT NO. 1 OFFICES"

BID No. -2012-028-04-18-MSS

SUBMITTAL CHECK LIST
FOR COUNTY FRONT END FORMS

The following list of forms from the County "Front End Documents" must be included in the RFB response, failure to submit any of these forms may be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form.

_____ Exhibit "E" –Proposers Affidavit

_____ Certification Regarding Debarment

_____ Vendor Bidder Application and IRS form W-9

_____ One (1) original, Three (3) copies of complete Response, including any other documentation requested in this RFB not listed in County Front Document Forms (i.e. Bid Form, Bid Bond, Sub-Contractors List, references, etc).

Name:_____

Signature: _____ Date: _____

AI-31475 **18. B. 1.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Martha Salazar

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of contract document with Leonel Garza, Jr. & Associates, LLC (authorized for negotiations by CC on 02/28/12) for the provision of "Appraisal Services" for all projects for Precinct One on an as needed basis.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Contract on an as needed basis therefore funding to be determined once Precinct One identifies projects.

Attachments

contract

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Vangie Garcia Started On: 03/14/2012 01:23 PM

Final Approval Date: 03/19/2012

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-12-085-03-27

THIS AGREEMENT is made effective the **27th** day of **March, 2012**, by and between the **County of Hidalgo, Texas** ("County") and **Leonel Garza, Jr. & Associates, LLC** ("Appraiser").

W I T N E S S E T H:

WHEREAS, the County requires appraisal services for: **"All Projects for Precinct No. 1" (on an as needed basis)**; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Service," and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, The Professional Services Procurement Act, Government Code, the County requested proposals from professional right-of-way appraiser to assist the County by providing appraisal services; and

WHEREAS, County has selected the Appraiser to provide appraisal services within Hidalgo County Precinct No. 1, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. Scope of Services. Appraiser agrees to provide to County fair market value appraisal

services in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct No. 1 as shown in Exhibit "A" attached hereto and entitled "Services to be provided by the Appraiser." In the event the Appraiser does not provide the fair market value appraisal services prior to the date specified on the purchase order, the Purchase Order will become **NULL and VOID**. If such Purchase Order becomes **NULL and VOID** and fair market value appraisal services are secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.

Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed the Appraiser thus preventing the Appraiser from meeting the specified agreed upon deadline to provided the appraisal services ordered, Appraiser must provide notice to the Purchasing Department in writing to authorize and to secure additional time to comply.

2. Term. This Contract becomes effective when fully executed by both parties and will terminate **One (1) Year** from the date of execution or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the County for each purchase order.

3. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 20, hereof.

4. Progress. Upon acceptance of a work order, the Appraiser shall undertake and complete the authorized work. The County or the Appraiser can request conferences to be provided at the Appraiser's office, the office of the County or at other agreed upon locations.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

6. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Appraiser unless the County finds the proposed amendment necessary and proper to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the Contract. If the changes are made at the request of the County and are not due to errors of the Appraiser, the County will reimburse the Appraiser for the additional work at the same rate of pay established in Exhibit "B"- Basis for Payment. If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

7. Reporting. The Appraiser shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to

meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Contract, all documents prepared by the Appraiser or furnished to the Appraiser by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

9. Independent Contractor. Appraiser must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

10. Voluntary Termination. The County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

11. Insurance. Appraiser agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, which shall be attached hereto as Exhibit “C”, issued by the insurer

that such insurance is in full force and effect.

12. No Assignment. Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

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

14. Termination by County. If Appraiser fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Appraiser fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Appraiser.

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

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

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

18. Hold Harmless. In the event Appraiser should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct,

negligence or otherwise, Appraiser shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraiser's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

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

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

If to County:	County of Hidalgo Attention: County Judge 1615 S. Closner, Suite J Edinburg, Texas 78539
If to Appraiser:	Leonel Garza, Jr. & Associates, LLC Attn: Leonel Garza, III, Co-Owner/Primary R.E.A. 1419 Dove, Suite 1 McAllen, Texas 78504

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

21. Execution of Documents. The parties hereto covenant and agree that they will execute

such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

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

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

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

25. 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 **Appraiser.** 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).

EXECUTED as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, County Judge

APPRAISER:
Leonel Garza, Jr. & Associates, LLC

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas & Hall, LLP

ATTEST:

Arturo Guajardo, Jr., County Clerk

By:
Stephen L. Crain

APPROVED BY COMMISSIONER'S COURT:

EXHIBIT "A-1"

Request for Qualifications (RFQ) Procurement Packet

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 27 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Appraisers Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2012-004-01-18-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet. **All forms must be properly completed and submitted with your response** in order to be considered responsive and qualified.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Appraisers Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2012-004-01-18-YZV

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 27, 2011
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Appraisers Services Pool"

RFQ NO: 2012-004-01-18-YZV

Acceptance Due Date: **January 18, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer II
(956) 292-7000 Ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Appraisers Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ – 2012-004-01-18-YZV"HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **Professional Appraisers Services Pool",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 18, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item 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 respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

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, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. 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.

12. 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 qualification 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.

13. **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, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Appraisers Services Pool"**

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**January 18, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

16. HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	12/30/11 and 01/02/12
Martin Luther King Day	01/16/12
President's Day	02/20/12
Good Friday	04/06/12
Easter	04/09/12
Memorial Day	05/28/12
Independence Day	07/04/12
Labor Day	09/03/12
Columbus Day	10/08/12
Veteran's Day	11/12/12
Thanks Giving Day	11/22/12 and 11/23/12
Christmas Day	12/24/12 and 12/25/12

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. 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 qualification 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.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any

procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. **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 respondent 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 78539CHidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent'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.

21. Qualifications, 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.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- 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.

23. Successful respondent 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 respondent'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.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. 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 respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark

infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent 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.

28. 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.

29. The successful respondent 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.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Appraisers Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

" PROFESSIONAL APPRAISERS SERVICES POOL"

RFQ Nº 2012-004-01-18-YZV

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Appraisers (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Appraisers will be for **February 09, 2012 and ending February 08, 2013.** The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL APPRAISERS SERVICES POOL-Hidalgo County"** (including all funding sources, Programs, and Entities)**-Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 18, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's

Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondent must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent's default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956) 292-76120or via e-mail: yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN Tuesday, January 10, 2012 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 13, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent Appraisal firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

Scope of Appraisal and/or Review Appraisal Services:

1) Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified appraiser and any other certified appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.

2) All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3) Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4) All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary general certified appraiser.

5) Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Statement of Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:
   1) Copy of current license certification with the state seal
   2) History certification from the Texas Appraiser Licensing & Certification Board.
   3) General list of property types appraised within the past year.

C. List of State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

G. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications and assurance as required by FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The Appraisers should include copies of their Professional Liability Insurance.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."
The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1) ***Responsiveness:*** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) ***Firm Capabilities:*** **45 points**

   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County

   g) Current workload
   h) Ability to commence various re-quested projects simultaneously
   i) Completion of projects within budgets

3) ***Staffing:*** **25 points**

   a) Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
   b) Key personnel
   c) Required discipline skills

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Appraiser Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1) Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Appraiser Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2) A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

EXHIBIT "B"

EVALUATION CRITERIA
PROFESSIONAL APPRAISERS SERVICES POOL
RFQ No. 2012-004-01-18-YZV

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. RESPONSIVENESS **(30) POINTS**

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

2. FIRM CAPABILITIES **(45) POINTS**

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

3. STAFFING **(25) POINTS**

A. Qualifications of personnel
B. Key personnel
C. Required discipline skills

GRAND TOTAL **100 Points**

EXHIBIT "B"

EVALUATION CRITERIA
PROFESSIONAL APPRAISERS SERVICES POOL
RFQ No. 2012-004-01-18-YZV

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		TOTAL _____
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL _____
3. **STAFFING**-------- (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		TOTAL
Total Score		

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD — CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURENCE	$
					AGGREGATE	$
	☐ DEDUCTIBLE					$
	☐ RETENTION $					$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

Exhibit "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address: Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
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/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

☐ Other (see instructions) ▶

☐ Exempt payee

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 the "Name" line 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

			–			–				

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. citizen or other U.S. person (defined below).

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

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,
- 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 payee 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 a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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 3 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 for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity 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.

The following payees are exempt from backup withholding:

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 following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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. Entering "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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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 indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL APPRAISERS SERVICES POOL

RFQ No.: 2012-004-01-18-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

_____ _____

SIGNATURE DATE

EXHIBIT "A"

Services to be provided by Appraiser

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@garza-associates.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Best & Final For Appraisal Services

To:	Hidalgo County Purchasing Department 2802 South Business Highway 281 Edinburg, Texas 78539	**From:**	Leonel Garza III
Fax:	(956) 318-2629	**Pages:**	2 Pages
Phone:	(956) 292-7000 Ext. 4856	**Date Submitted:**	March 9, 2012
Re:	**Appraisal Proposal – Precinct No. 1**	**CC:**	Vangie Y. Garcia, Contract Manager

Mrs. Villarreal:

As per e-mail from Vangie Y. Garcia, Contracts Manager, on March 8, 2012, our office is pleased to present our best and final offer proposal for appraising the various properties in connection with Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County Owned Property located within Hidalgo County Precinct No. 1 (on an as needed basis) The appraisal reports shall be based on the Texas Department of Transportation, County of Hidalgo and SB-18 requirements as follows:

Appraisal Report Cost	**$2,000.00 Per Parcel** Included Per Parcel: (4) Original Appraisal Reports
Additional Original Reports	**$ 150.00 Per Original Copy** This cost shall apply for additional original (color) copies required by the Precinct and or other County agencies involved in the project. This will be on an as needed basis and will be billed on a case by case basis approved by the projects right-of-way agent.
Updated/Revised Reports	**$ 1,000.00 Per Parcel** This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the Precinct prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates LLC.
Condemnation Hearing Cost	**Hourly Rate $150.00 Per Hour** Hourly rate shall apply to any and all preparation time required for the condemnation hearing.
Appeals Court / Trial	**Hourly Rate $250.00 Per Hour (Plus Expenses)** Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.

The appraisal report is for the purpose of establishing the market value of the fee simple estate of the various properties within Hidalgo Precinct No. 1. An appraisal report, which details the scope of our analysis, assumptions & limiting conditions, and certification shall be included with each report adhering to the standards required by state law. I, Leonel Garza III, shall personally inspect each of the subject properties and study and analyze all factors pertinent to the estimate of market value as per date of appraisal. The report shall not reflect any loss or damage to business interest and or going concern to the subject property. A deadline will be established by the Precinct as outlined within the Purchase Order provided by the client. However, it is also acknowledge that additional time may be required for complex properties of which comparable sales are difficult to locate additional time may be required. This will be discussed with the Precinct prior to acceptance of the request and or at the time of discovery of special circumstances.

Due to the urgency of the projects, the following items shall be required to expedite the project as soon as possible (if applicable):

1. Physical Address of the Subject Property or Directions
2. Access To Property
3. Legal Description and Metes & Bounds
4. Site Plan or Survey
5. Name of Current Owner or Entity Property Is Listed Under
6. Property Contact Person (To Make Inspection Arrangements)
7. Rent Rolls
8. Sales Contracts

If you have any questions about this report or if any item needs clarification please call (956) 687-7295 or via email leonel3@garza-associates.com. Please sign and fax back the first two pages of this report upon acceptance of this proposal. Thank you for the opportunity.

Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

_____
(Please Sign Here Upon Acceptance)

_____
(Please Print Name)

_____
Date of Acceptance

EXHIBIT "B"
Fee Schedule

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@garza-associates.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Best & Final For Appraisal Services

To:	Hidalgo County Purchasing Department 2802 South Business Highway 281 Edinburg, Texas 78539	**From:**	Leonel Garza III
Fax:	(956) 318-2629	**Pages:**	2 Pages
Phone:	(956) 292-7000 Ext. 4856	**Date Submitted:**	March 9, 2012
Re:	**Appraisal Proposal – Precinct No. 1**	**CC:**	Vangie Y. Garcia, Contract Manager

Mrs. Villarreal:

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Condemnation Hearing Cost	**Hourly Rate $150.00 Per Hour** Hourly rate shall apply to any and all preparation time required for the condemnation hearing.
Appeals Court / Trial	**Hourly Rate $250.00 Per Hour (Plus Expenses)** Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.

EXHIBIT "C"
Insurance Requirements

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/17/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shepard Insurance Agency P O Box 4288 5801 N 10th #300 McAllen, TX 78502	CONTACT NAME: Enedelia Hernandez PHONE (A/C, No, Ext): 956.686.3888 FAX (A/C, No): 956.682.5650 E-MAIL ADDRESS: nellieh@shepins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hartford Insurance Group	0029
	INSURER B: State Automobile Mutual Ins Co	
	INSURER C: Hartford Ins Co of the Midwest	37478
	INSURER D: Underwriters at Lloyds London	
	INSURER E:	
	INSURER F:	
INSURED Leonel Garza Jr & Associates LLC 1419 Dove Ave Suite 1 McAllen, TX 78504		

COVERAGES CERTIFICATE NUMBER: 2012-13 All Lines 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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			65 SBA ZS5869	11/14/2011	11/14/2012	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
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BAP2325081	05/23/2011	05/23/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			65 SBA ZS5869	11/14/2011	11/14/2012	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $ 0
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			65WBCAE1721	01/11/2012	01/11/2013	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
D	Professional Liability			ME11074	05/18/2011	05/18/2012	$1,000,000 Each Wrongful Act $1,000,000 Policy Aggregate $5,000 Deductible per Claim	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is named as additional insured & 30 day NOC on the General Liability, Business Automobile & Professional Liability polices per written contract.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway 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

Kent Shepard/CL21

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Evangelina Garcia

From: Stephen L. Crain [scrain@atlashall.com]
Sent: Friday, March 23, 2012 2:32 PM
To: 'Evangelina Garcia'
Subject: FW: Revised Contract-Leonel Garza
Attachments: Leonel Garza, Jr. Professional Services Contract-Executed by Mr. Crain.pdf

Importance: High

From: Heather De La Garza [mailto:hdelagarza@atlashall.com]
Sent: Friday, March 23, 2012 2:15 PM
To: 'Evangelina Garcia'
Cc: Steve Crain
Subject: RE: Revised Contract-Leonel Garza
Importance: High

Vangie,

This contract is approved. Marynel is going to send you the contract with Mr. Crain's signature via pdf.

Regards,
Heather

Heather De La Garza
Attorney
ATLAS & HALL, L.L.P.
818 Pecan (78501)
P.O. Box 3725
McAllen, Texas 78502
(956) 682-5501
(956) 686-6109 (fax)
www.atlashall.com

E-MAIL NOTICE - This transmission may be: (1) subject to the attorney-client privilege, (2) subject to the attorney work product exception, or 3) contain confidential information. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this e-mail in error, please reply and notify the sender (only) of your deletion of this message. An unauthorized interception of this e-mail is a violation of federal law.

This communication does not reflect an intention by the sender or the sender's client to conduct a transaction or make any agreement by electronic means. Nothing in this message or in any attachment shall satisfy the requirements for a writing, or constitute a contract.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, March 23, 2012 1:19 PM

To: 'Heather De La Garza'
Subject: Revised Contract-Leonel Garza

Heather:
Here's the contract with the latest revisions for review as to form of document. I need to have this document including legal's approval attached to the agenda and the budget office is holding off waiting for this so please see if you can forward a response on this, if not so as to have them remove the agenda.

Thanks

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

AI-31488 **18. C. 1.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Martha L. Salazar

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting approval and acceptance of letter received on January 26, 2011 from Union Pacific Railroad Co for the "Lease of Land in Pharr, TX" to increase to the amount of $10,647.00 (Billed 2011) and to increase 3% per year.
b. Requesting approval and acceptance of invoice no. 253031791 in the amount of $10,966.41 ($10,647.00 x 3%) submitted by Union Pacific Railroad Co. for the "Lease of Land in Pharr, TX." C-04-092-01-27

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-006-0-441

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

BUDGETARY IMPACT:

PO 670777

Attachments

Contract
Letter of Jan. 26, 2011
Invoice 253031791

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Rocio Villarreal Started On: 03/14/2012 03:24 PM

Final Approval Date: 03/19/2012

C-04-092-01-27

Folder: 1435-99
Audit No: 200108

LEASE OF PROPERTY

THIS LEASE ("Lease") is entered into on the 8th day of April, 1997 between UNION PACIFIC RAILROAD COMPANY ("Lessor") and COUNTY OF HIDALGO, a political subdivision of the State of Texas, whose address is 301 E. State Street, Pharr, Texas 78577 ("Lessee").

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

Article I. PREMISES; USE.

Lessor leases to Lessee and Lessee leases from Lessor the premises ("Premises"), at Pharr, Texas, as shown on the print dated January 21, 1997 marked Exhibit A, hereto attached and made a part hereof, subject to the provisions of this Lease and of Exhibit B attached hereto and made a part hereof. The Premises may be used for a storage yard for construction materials, equipment, vehicles and purposes incidental thereto, only, and for no other purpose.

Article II. TERM.

The term of this Lease shall commence on February 1, 1997, and unless sooner terminated as provided in this Lease, shall extend for one year; and thereafter, shall automatically be extended from year to year.

Article III. RENT.

A. Lessee shall pay to Lessor, in advance, rent of Four Thousand Eighty Dollars ($4,080.00) per annum. The rent shall be increased by Three percent (3%) annually, cumulative and compounded.

B. Not more than once every three (3) years, Lessor may redetermine the rent. In the event Lessor does redetermine the rent, Lessor shall notify Lessee of such change.

Article IV. SPECIAL PROVISION - INSURANCE.

A. At all times during the term of this Lease, Lessee shall, at Lessee's sole cost and expense, procure and maintain the following insurance coverage:

General Public Liability providing bodily injury, including death, personal injury and property damage coverage with combined single limit of at least One Million Dollars ($ 1,000,000.00) per occurrence and a general aggregate limit of at least One Million Dollars ($1,000,000.00). This insurance shall provide Broad Form Contractual Liability covering the indemnity provisions contained in this Agreement, severability of interests, and name Lessor as an additional insured. If coverage is purchased on a "claims made" basis, it shall provide for at least a three (3) year extended reporting or discovery period, which shall be invoked if insurance covering the time period of this Agreement is canceled.

B. Lessee shall furnish Lessor with certificate(s) of insurance evidencing the required coverage and, upon request, a certified duplicate original of the policy. The insurance company issuing the policy shall notify Lessor, in writing, of any material alteration including any change in the retroactive date in any "claims-made" policies or substantial reduction of aggregate limits, or cancellation at least thirty (30) days prior thereto. The insurance policy shall be written by a reputable insurance company or companies acceptable to Lessor or with a current Best's Insurance Guide Rating of B and Class VII or

D.E.A.

By:

Date JUL 08 1997

better, and which authorized to transact business in the state where the Premises are located.

C. Lessee hereby waives its right of subrogation under the above insurance policy against Lessor for payment made to or on behalf of employees of Lessee or its agents or for loss of its owned or leased property or property under its care, custody and control while on or near the Premises or any other property of Lessor. Lessee's insurance shall be primary with respect to any insurance carried by Lessor.

Article V. SPECIAL PROVISION - FENCE/BARRICADE.

Lessee, at Lessee's sole cost and expense, shall construct and maintain, at all times during the term of this Lease, a fence/barricade of a design satisfactory to Lessor, in the location shown on the attached Exhibit print.

Article VI. SPECIAL PROVISION - CANCELLATION.

Effective upon commencement of the term of this Lease, the Lease dated July 20, 1955, identified as Audit No. , together with any and all supplements and amendments, is canceled and superseded by this Lease, except for any rights, obligations or liabilities arising under such prior lease before cancellation, including any consent to conditional assignment, chattel agreement, or consent to sublease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first herein written.

UNION PACIFIC RAILROAD COMPANY

By: Tony B Collins
Senior Manager-Real Estate

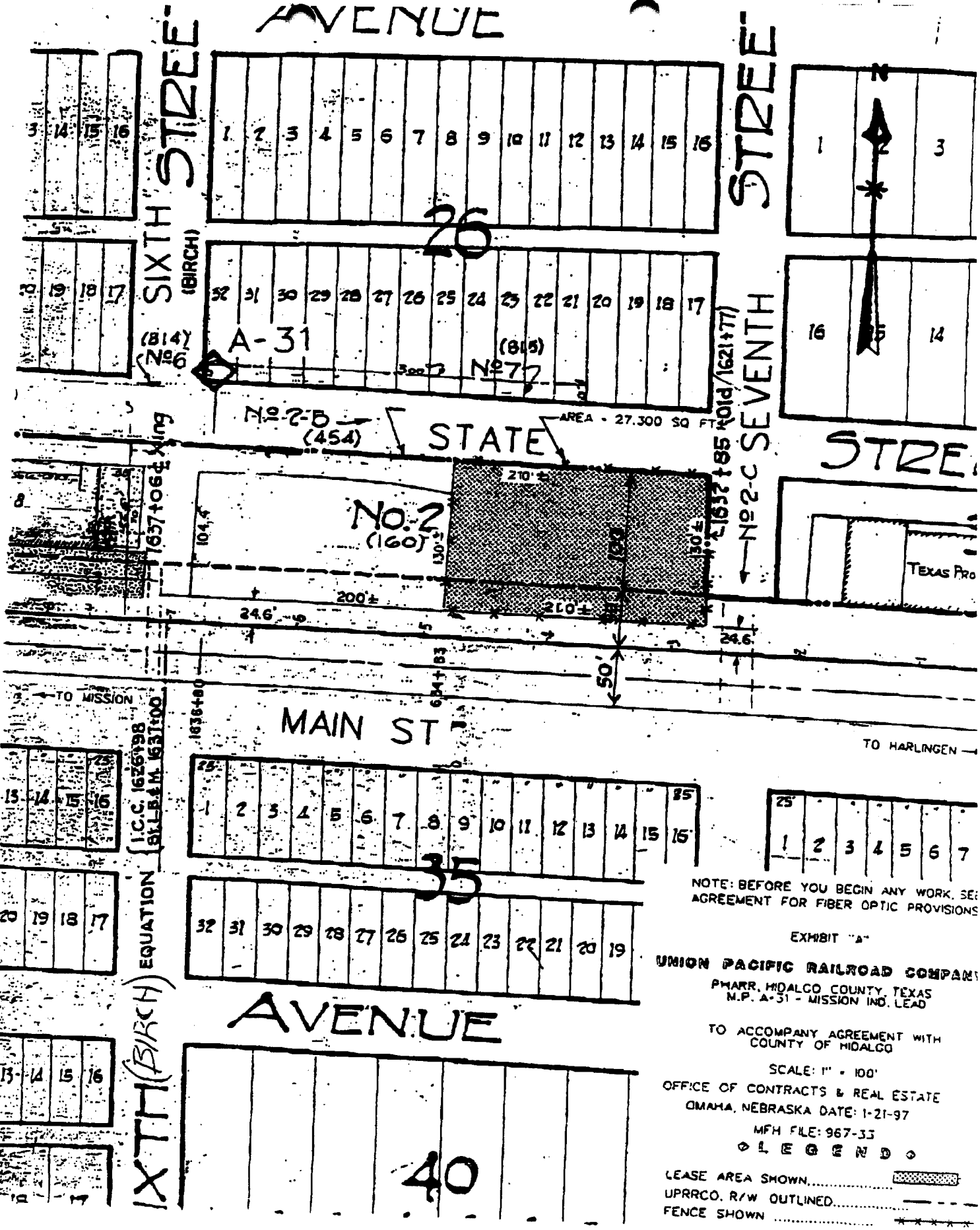
COUNTY OF HIDALGO

By:
Title: Hidalgo County Judge

Note: Cancels and Supersedes Lease Audit No. GCL-O-18073 Dated 07/20/55

967-33

eff 12/1/97


AVENUE
SIXTH STREET
(BIRCH)
SEVENTH STREET
26
35
40
A-31
(814) No 6
(815) No 7
No 2-B (454)
No 2-C
STATE
AREA - 27,300 SQ FT
No 2 (160)
210'±
130'
104.4'
200'±
24.6'
50'
1657+06 ± King
1636+80
1637+00
1626+98
I.C.C.
MAIN ST
TO MISSION
TO HARLINGEN
EQUATION
Texas Pro
NOTE: BEFORE YOU BEGIN ANY WORK, SE
AGREEMENT FOR FIBER OPTIC PROVISIONS
EXHIBIT "A"
UNION PACIFIC RAILROAD COMPAN
PHARR, HIDALGO COUNTY, TEXAS
M.P. A-31 - MISSION IND. LEAD
TO ACCOMPANY AGREEMENT WITH
COUNTY OF HIDALGO
SCALE: 1" = 100'
OFFICE OF CONTRACTS & REAL ESTATE
OMAHA, NEBRASKA DATE: 1-21-97
MFH FILE: 967-33
LEGEND
LEASE AREA SHOWN
UPRRCO. R/W OUTLINED
FENCE SHOWN

IND LS 110695
APPROVED, LAW

EXHIBIT B

Section 1. IMPROVEMENTS.

No improvements placed upon the Premises by Lessee shall become a part of the realty.

Section 2. RESERVATIONS AND PRIOR RIGHTS.

A. Lessor reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.

B. Lessor reserves (i) the exclusive right to permit third party placement of advertising signs on the Premises, and (ii) the right to construct, maintain and operate new and existing facilities (including, without limitation, trackage, fences, communication facilities, roadways and utilities) upon, over, across or under the Premises, and to grant to others such rights, provided that Lessee's use of the Premises is not interfered with unreasonably.

C. This Lease is made subject to all outstanding rights, whether or not of record. Lessor reserves the right to renew such outstanding rights.

Section 3. PAYMENT OF RENT.

Rent (which includes the annual rent and all other amounts to be paid by Lessee under this Lease) shall be paid in lawful money of the United States of America, at such place as shall be designated by the Lessor, and without offset or deduction.

Section 4. TAXES AND ASSESSMENTS.

A. Lessee shall pay, prior to delinquency, all taxes levied during the life of this Lease on all personal property and improvements on the Premises not belonging to Lessor. If such taxes are paid by Lessor, either separately or as a part of the levy on Lessor's real property, Lessee shall reimburse Lessor in full within thirty (30) days after rendition of Lessor's bill.

B. If the Premises are specially assessed for public improvements, the annual rent will be automatically increased by 12% of the full assessment amount.

Section 5. WATER RIGHTS.

This Lease does not include any right to the use of water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

Section 6. CARE AND USE OF PREMISES.

A. Lessee shall use reasonable care and caution against damage or destruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the Premises in a safe, neat, clean and presentable condition, and in good condition and repair. Lessee shall keep the sidewalks and public ways on the Premises, and the walkways appurtenant to any railroad spur track(s) on or serving the Premises, free and clear from any substance which might create a hazard and all water flow shall be directed away from the tracks of the Lessor.

B. Lessee shall not permit any sign on the Premises, except signs relating to Lessee's business.

C. If any improvement on the Premises not belonging to Lessor is damaged or destroyed by fire or other casualty, Lessee shall, within thirty (30) days after such casualty, remove all debris resulting therefrom. If Lessee fails to do so, Lessor may remove such debris, and Lessee agrees to reimburse Lessor for all expenses incurred within thirty (30) days after rendition of Lessor's bill.

D. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Premises.

Section 7. HAZARDOUS MATERIALS, SUBSTANCES AND WASTES.

A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substances, except that Lessee may use (i) small quantities of common chemicals such as adhesives, lubricants and cleaning fluids in order to conduct business at the Premises and (ii) other Hazardous Substances, other than hazardous wastes as defined in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., as amended ("RCRA"), that are necessary for the conduct of Lessee's business at the Premises as specified in Article I. The consent of Lessor may be withheld by Lessor for any reason whatsoever, and may be subject to conditions in addition to those set forth below. It

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shall be the sole responsibility of Lessee to determine whether or not a contemplated use of the Premises is a Hazardous Substance use.

B. In no event shall Lessee (i) release, discharge or dispose of any Hazardous Substances, (ii) bring any hazardous wastes as defined in RCRA onto the Premises, (iii) install or use on the Premises any underground storage tanks, or (iv) store any Hazardous Substances within one hundred feet (100') of the center line of any main track.

C. If Lessee uses or permits the use of the Premises for a Hazardous Substance use, with or without Lessor's consent, Lessee shall furnish to Lessor copies of all permits, identification numbers and notices issued by governmental agencies in connection with such Hazardous Substance use, together with such other information on the Hazardous Substance use as may be requested by Lessor. If requested by Lessor, Lessee shall cause to be performed an environmental assessment of the Premises upon termination of the Lease and shall furnish Lessor a copy of such report, at Lessee's sole cost and expense.

D. Without limitation of the provisions of Section 12 of this Exhibit B, Lessee shall be responsible for all damages, losses, costs, expenses, claims, fines and penalties related in any manner to any Hazardous Substance use of the Premises (or any property in proximity to the Premises) during the term of this Lease or, if longer, during Lessee's occupancy of the Premises, regardless of Lessor's consent to such use, or any negligence, misconduct or strict liability of any Indemnified Party (as defined in Section 12), and including, without limitation, (i) any diminution in the value of the Premises and/or any adjacent property of any of the Indemnified Parties, and (ii) the cost and expense of clean-up, restoration, containment, remediation, decontamination, removal, investigation, monitoring, closure or post-closure. Notwithstanding the foregoing, Lessee shall not be responsible for Hazardous Substances (i) existing on, in or under the Premises prior to the earlier to occur of the commencement of the term of the Lease or Lessee's taking occupancy of the Premises, or (ii) migrating from adjacent property not controlled by Lessee, or (iii) placed on, in or under the Premises by any of the Indemnified Parties; except where the Hazardous Substance is discovered by, or the contamination is exacerbated by, any excavation or investigation undertaken by or at the behest of Lessee. Lessee shall have the burden of proving by a preponderance of the evidence that any exceptions of the foregoing to Lessee's responsibility for Hazardous Substances applies.

E. In addition to the other rights and remedies of Lessor under this Lease or as may be provided by law, if Lessor reasonably determines that the Premises may have been used during the term of this Lease or any prior lease with Lessee for all or any portion of the Premises, or are being used for any Hazardous Substance use, with or without Lessor's consent thereto, and that a release or other contamination may have occurred, Lessor may, at its election and at any time during the life of this Lease or thereafter (i) cause the Premises and/or any adjacent premises of Lessor to be tested, investigated, or monitored for the presence of any Hazardous Substance, (ii) cause any Hazardous Substance to be removed from the Premises and any adjacent lands of Lessor, (iii) cause to be performed any restoration of the Premises and any adjacent lands of Lessor, and (iv) cause to be performed any remediation of, or response to, the environmental condition of the Premises and the adjacent lands of Lessor, as Landlord reasonably may deem necessary or desirable, and the cost and expense thereof shall be reimbursed by Lessee to Lessor within thirty (30) days after rendition of Lessor's bill. In addition, Lessor may, at its election, require Lessee, at Lessee's sole cost and expense, to perform such work, in which event, Lessee shall promptly commence to perform and thereafter diligently prosecute to completion such work, using one or more contractors and a supervising consulting engineer approved in advance by Lessor.

F. For purposes of this Section 7, the term "Hazardous Substance" shall mean (i) those substances included within the definitions of "hazardous substance", "pollutant", "contaminant", or "hazardous waste", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., as amended or in RCRA, the regulations promulgated pursuant to either such Act, or state laws and regulations similar to or promulgated pursuant to either such Act, (ii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) flammable or explosive, or (D) radioactive; and (iii) such other substances, materials and wastes which are or become regulated or classified as hazardous or toxic under federal, state or local law.

Section 8. UTILITIES.

A. Lessee will arrange and pay for all utilities and services supplied to the Premises or to Lessee.

B. All utilities and services will be separately metered to Lessee. If not separately metered, Lessee shall pay its proportionate share as reasonably determined by Lessor.

Section 9. LIENS.

Lessee shall not allow any liens to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such liens at Lessee's expense.

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Section 10. ALTERATIONS AND IMPROVEMENTS; CLEARANCES.

A. No alterations, improvements or installations may be made on the Premises without the prior consent of Lessor. Such consent, if given, shall be subject to the needs and requirements of the Lessor in the operation of its Railroad and to such other conditions as Lessor determines to impose. In all events such consent shall be conditioned upon strict conformance with all applicable governmental requirements and Lessor's then-current clearance standards.

B. All alterations, improvements or installations shall be at Lessee's sole cost and expense.

C. Lessee shall comply with Lessor's then-current clearance standards, except (i) where to do so would cause Lessee to violate an applicable governmental requirement, or (ii) for any improvement or device in place prior to Lessee taking possession of the Premises if such improvement or device complied with Lessor's clearance standards at the time of its installation.

D. Any actual or implied knowledge of Lessor of a violation of the clearance requirements of this Lease or of any governmental requirements shall not relieve Lessee of the obligation to comply with such requirements, nor shall any consent of Lessor be deemed to be a representation of such compliance.

Section 11. AS-IS.

Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair or improve the Premises.

Section 12. RELEASE AND INDEMNITY.

A. As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, Lessor, Lessee, or any employee of Lessor or Lessee) and arising from or related to (i) any use of the Premises by Lessee or any invitee or licensee of Lessee, (ii) any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or (iii) any breach of this Lease by Lessee.

B. The foregoing release and indemnity shall apply regardless of any negligence, misconduct or strict liability of any Indemnified Party, except that the indemnity, only, shall not apply to any Loss caused by the sole, active and direct negligence of any Indemnified Party if the Loss (i) was not occasioned by fire or other casualty, or (ii) was not occasioned by water, including, without limitation, water damage due to the position, location, construction or condition of any structures or other improvements or facilities of any Indemnified Party.

C. Where applicable to the Loss, the liability provisions of any contract between Lessor and Lessee covering the carriage of shipments or trackage serving the Premises shall govern the Loss and shall supersede the provisions of this Section 12.

D. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provisions of this Section 12.

Section 13. TERMINATION.

A. Lessor may terminate this Lease by giving Lessee notice of termination, if Lessee (i) fails to pay rent within fifteen (15) days after the due date, or (ii) defaults under any other obligation of Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given.

B. Notwithstanding the term of this Lease set forth in Article II.A., Lessor or Lessee may terminate this Lease without cause upon thirty (30) days' notice to the other party; provided, however, that at Lessor's election, no such termination by Lessee shall be effective unless and until Lessee has vacated and restored the Premises as required in Section 15A), at which time Lessor shall refund to Lessee, on a pro rata basis, any unearned rental paid in advance.

Section 14. LESSOR'S REMEDIES.

Lessor's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of relecting, and/or (b) terminate this Lease as

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provided in Section 13 A) above and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by self-help, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

Section 15. VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.

A. Upon termination however of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, and restored the surface of the ground to as good a condition as the same was in before such structures were erected, including, without limitation, the removal of foundations, the filling in of excavations and pits, and the removal of debris and rubbish.

B. If Lessee has not completed such removal and restoration within thirty (30) days after termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures or property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover tenant at will until such removal and restoration is completed.

Section 16. FIBER OPTICS.

Lessee shall telephone Lessor at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried on the Premises. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Notwithstanding compliance by Lessee with this Section 16, the release and indemnity provisions of Section 12 above shall apply fully to any damage or destruction of any telecommunications system.

Section 17. NOTICES.

Any notice, consent or approval to be given under this Lease shall be in writing, and personally served, sent by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at: Contracts & Real Estate Department, Room 1100, 1416 Dodge Street, Omaha, Nebraska 68179; and to Lessee at the above address, or such other address as a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are personally served or sent by courier service shall be deemed served upon receipt.

Section 18. ASSIGNMENT.

A. Lessee shall not sublease the Premises, in whole or in part, or assign, encumber or transfer (by operation of law or otherwise) this Lease, without the prior consent of Lessor, which consent may be denied at Lessor's sole and absolute discretion. Any purported transfer or assignment without Lessor's consent shall be void and shall be a default by Lessee.

B. Subject to this Section 18, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 19. CONDEMNATION.

If, as reasonably determined by Lessor, the Premises cannot be used by Lessee because of a condemnation or sale in lieu of condemnation, then this Lease shall automatically terminate. Lessor shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award or proceeds for the value of the leasehold estate created by this Lease. Notwithstanding the foregoing, Lessee shall have the right to pursue recovery from the condemning authority of such compensation as may be separately awarded to Lessee for Lessee's relocation expenses, the taking of Lessee's personal property and fixtures, and the interruption of or damage to Lessee' business.

Section 20. ATTORNEY'S FEES.

If either party retains an attorney to enforce this Lease (including, without limitation, the indemnity provisions of this Lease), the prevailing party is entitled to recover reasonable attorney's fees.

Section 21. ENTIRE AGREEMENT.

This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction. Except for the unilateral redetermination of annual rent as provided in Article III., this Lease may be amended only by a written instrument signed by Lessor and Lessee.

January 26, 2011
1435-99

MARTHA L. SALAZAR
COUNTY OF HIDALGO
301 E. STATE
PHARR, TX 78577

RE: UNION PACIFIC RAILROAD CO. LEASE OF LAND TO HIDALGO COUNTY IN PHARR, TX

Dear Ms. Salazar:

I am in receipt of your attached Purchase Order #651278 in the amount of $6,895.85 in connection with the above referenced lease of land to the County of Hidalgo in Pharr for a storage yard for construction materials, equipment and vehicles in Pharr, Texas in the location depicted in dot screen on the attached Exhibit print.

I wanted to bring to your attention the rental effective February 1, 2011 is $10,647.00 in line with my reevaluation letter dated October 5, 2010 (copy attached). The rent automatically, and without notice, increases 3% per year. I have also attached a copy of the open bill.

I will appreciate you correcting your records and paying the open bill.

Sincerely,

Jim Matza
Sr. Mgr. Real Estate
402-544-8562
jematza@up.com

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

PHARR, HIDALGO COUNTY, TEXAS
M.P. A-31 - MISSION IND. LEAD

TO ACCOMPANY AGREEMENT WITH COUNTY OF HIDALGO

SCALE: 1" = 100'

OFFICE OF CONTRACTS & REAL ESTATE
OMAHA, NEBRASKA DATE: 1-21-97

MFH FILE: 967-33

◇ L E G E N D ◇

LEASE AREA SHOWN.....

UPRRCO. R/W OUTLINED.....

FENCE SHOWN .....

Union Pacific Railroad Company

BUILDING AMERICA™

Bill Number 253031791
Audit Number 200108
Customer Number 3576
Folder Number 0143599
Bill Date 01/09/2012
Date Printed 01/10/2012

HIDALGO COUNTY OF
PRECINCT 2

301 EAST STATE
PHARR TX 78577

Please contact the following for questions regarding :

- Payment Status : (402) 544 - 0211, or Fax (402) 501 - 0027
- All other questions or comments regarding the agreement, including rental amount, termination notices and change of address -
  Manager: Jim Matza, JEMATZA@UP.COM, (402) 544-8562

Bill Description:
Location of Agreement: PHARR, TX
Primary Purpose of Agreement: Lease of Land for Industrial Purposes

Description	Period From	Period To	Amount
LS-Rent,Preset	02/01/2012	01/31/2013	$10,966.41
Payable upon Receipt		**Total Due :**	**$10,966.41**

INVOICE RECEIVED BY:
May ON 1-17-12
GOODS/SERVICES RECEIVED BY:
Voli Cisneros ON 1-9-12

PO # 670777
2-1200-431-00-122-006-0-441
Req # 209574

**To assure proper credit to your account,
detach and return this portion with check payable to:**

SEND PAYMENTS TO :
Union Pacific Railroad Company
12567 Collections Center Drive
Chicago, IL 60693

Bill Number 253031791
Audit Number 200108
Customer Number 3576
Folder Number 0143599

Payable upon Receipt $10,966.41

Please include the bill number on your check!

AI-31573 **18. D. 1.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Martha L. Salazar

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of a "professional appraisal services agreement"with LEONEL GARZA, JR. & ASSOCIATES, LLC for the purposes of "Appraisal Services" for: The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct No. 4" (on an as needed basis).

BACKGROUND

Contract Document-Leonel Garza, Jr. & Associates, LLC

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Services are on an ”as needed basis”.
Funding will be appropriated once projects have been identified and approved

Attachments

Contract# C-12-067-03-27-Leonel Garza Jr & Assoc LLC-Pct 4

email approved by legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/22/2012 01:36 PM
Budget & Management	Merlen P. Munoz	03/22/2012 01:49 PM
Manuel Chapa	Manuel Chapa	03/23/2012 09:34 AM
Auditor's Office	Monica Badillo	03/23/2012 03:38 PM

Form Started By: Letty Saenz Started On: 03/21/2012 01:00 PM

Final Approval Date: 03/23/2012

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-12-067-03-27

THIS AGREEMENT is made effective the **27th** day of **March, 2012**, by and between the **County of Hidalgo, Texas** ("County") and **Leonel Garza, Jr. & Associates, LLC** ("Appraiser").

W I T N E S S E T H:

WHEREAS, the County requires appraisal services for: **The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located** within **Hidalgo County Precinct No. 4**; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services", and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional right-of-way appraiser to assist the County by providing appraisal services; and

WHEREAS, County has selected the Appraiser to provide the review appraisal services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. **Scope of Services.** Appraiser agrees to provide to County **The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located** within **Hidalgo County Precinct No. 4** as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Appraiser". **In the event the Appraiser does not provide the fair market value appraisal prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and a fair market value appraisal is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.**

Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the fair market value appraisal ordered, Appraiser must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

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

3. **Term.** This Contract is for a period of **one (1) year**, effective **March 27, 2012**, and will expire **March 26, 2013** or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the County for each "Purchase Order".

4. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each purchase order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or

expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of a purchase order, the Appraiser shall undertake and complete the authorized work. The County or the Appraiser can request conferences to be provided at the Appraiser's office, the office of the County, or at other agreed upon locations.

6. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Appraiser unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Appraiser, the County will reimburse the Appraiser for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. Reporting. The Appraiser shall promptly advise the County in writing of events which have a

significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. **Independent Contractor.** Appraiser must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. **Voluntary Termination.** County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. **Insurance.** Appraiser agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a

certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

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

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

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

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

18. Hold Harmless. In the event Appraiser should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Appraiser shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraiser=s intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

19. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated,

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

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

If to County:	Hidalgo County Attention: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Appraiser:	Leonel Garza, Jr. & Associates, LLC Attn: Leonel Garza, III, Co-Owner/Primary R.E.A. 1419 Dove, Suite 1 McAllen, Texas 78504

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

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

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

23. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as

may be appropriate

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

EXECUTED as of the day and year first written above.

Approved by Commissioners' Court on _____, 2012.

APPROVED AS TO FORM:
Atlas & Hall, LLP

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, County Judge

APPRAISER:
Leonel Garza, Jr. & Associates, LLC

By:_____

Printed Name: Leonel Garza, III

Title: Co-Owner/Primary R.E.A.

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 27 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Appraisers Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2012-004-01-18-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet. **All forms must be properly completed and submitted with your response** in order to be considered responsive and qualified.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Appraisers Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2012-004-01-18-YZV

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10.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 27, 2011
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Appraisers Services Pool"

RFQ NO: 2012-004-01-18-YZV

Acceptance Due Date: **January 18, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer II
(956) 292-7000 Ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Appraisers Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ – 2012-004-01-18-YZV"HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **Professional Appraisers Services Pool",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 18, 2012.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item 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 respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

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, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. 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.

12. 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 qualification 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.

13. 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, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Appraisers Services Pool"**

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**January 18 , 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

16. HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	12/30/11 and 01/02/12
Martin Luther King Day	01/16/12
President's Day	02/20/12
Good Friday	04/06/12
Easter	04/09/12
Memorial Day	05/28/12
Independence Day	07/04/12
Labor Day	09/03/12
Columbus Day	10/08/12
Veteran's Day	11/12/12
Thanks Giving Day	11/22/12 and 11/23/12
Christmas Day	12/24/12 and 12/25/12

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. 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 qualification 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.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any

procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. 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 respondent 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 78539CHidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent'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.

21. Qualifications, 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.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- 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.

23. Successful respondent 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 respondent'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.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. 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 respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark

infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent 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.

28. 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.

29. The successful respondent 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.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Appraisers Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

" PROFESSIONAL APPRAISERS SERVICES POOL"

RFQ № 2012-004-01-18-YZV

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Appraisers (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Appraisers will be for **February 09, 2012 and ending February 08, 2013**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL APPRAISERS SERVICES POOL-Hidalgo County"** (including all funding sources, Programs, and Entities)**-Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 18, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's

Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondent must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent's default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956) 292-76120or via e-mail: yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN Tuesday, January 10, 2012 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 13, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent Appraisal firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

Scope of Appraisal and/or Review Appraisal Services:

1) Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified appraiser and any other certified appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.

2) All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3) Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4) All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary general certified appraiser.

5) Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Statement of Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:
   1) Copy of current license certification with the state seal
   2) History certification from the Texas Appraiser Licensing & Certification Board.
   3) General list of property types appraised within the past year.

C. List of State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

G. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications and assurance as required by FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The Appraisers should include copies of their Professional Liability Insurance.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."
The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1) *Responsiveness:* **30 points**

a) Requested Information
b) Thoroughness
c) Understanding of Project
d) List of references provided
e) Clarity - Brevity
f) Degree of Interest

2) *Firm Capabilities:* **45 points**

a) Background
b) Relevant experience
c) Experience with similar projects
d) Knowledge of area
e) Timeliness of schedule
f) Quality services previously provided to Hidalgo County

g) Current workload
h) Ability to commence various re-quested projects simultaneously
i) Completion of projects within budgets

3) *Staffing:* **25 points**

a) Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
b) Key personnel
c) Required discipline skills

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Appraiser Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1) Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Appraiser Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2) A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

EXHIBIT "B"

EVALUATION CRITERIA
PROFESSIONAL APPRAISERS SERVICES POOL
RFQ No. 2012-004-01-18-YZV

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. RESPONSIVENESS (30) POINTS

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

2. FIRM CAPABILITIES (45) POINTS

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

3. STAFFING (25) POINTS

A. Qualifications of personnel
B. Key personnel
C. Required discipline skills

GRAND TOTAL 100 Points

EXHIBIT "B"

EVALUATION CRITERIA

PROFESSIONAL APPRAISERS SERVICES POOL

RFQ No. 2012-004-01-18-YZV

Selection Criteria	Points	Score
1. **RESPONSIVENESS -----** (30 pts)		
➢ Requested information	**5**	
➢ Thoroughness	**5**	
➢ Understanding of Project	**5**	
➢ List of references provided	**5**	
➢ Clarity-Brevity	**5**	
➢ Degree if Interest	**5**	
Comments/Rationale For Points:		**TOTAL** _____
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	**5**	
➢ Relevant experience	**5**	
➢ Experience with similar projects	**5**	
➢ Knowledge of area	**5**	
➢ Timeliness of schedule	**5**	
➢ Quality services previously provided to Hidalgo County	**5**	
➢ Current workload	**5**	
➢ Ability to commence various re-quested projects simultaneously	**5**	
➢ Completion of projects within budgets	**5**	
Comments/Rationale For Points:		**TOTAL** _____
3. **STAFFING--------** (25 pts)		
➢ Qualification of personnel	**10**	
➢ Key personnel	**10**	
➢ Required discipline skills	**5**	
Comments/Rationale For Points:		**TOTAL**
Total Score		

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u>
Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

Exhibit "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
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/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

☐ Other (see instructions) ▶

☐ Exempt payee

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 the "Name" line 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

			–		–				

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. citizen or other U.S. person (defined below).

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

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,
- 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 payee 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 a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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 3 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 for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity 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.

The following payees are exempt from backup withholding:

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 following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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. Entering "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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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 indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL APPRAISERS SERVICES POOL

RFQ No.: 2012-004-01-18-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

SIGNATURE _____ DATE _____

EXHIBIT “A”

SERVICES TO BE PROVIDED BY APPRAISER

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@garza-associates.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Best & Final For Appraisal Services

To:	Hidalgo County Purchasing Department 2802 South Business Highway 281 Edinburg, Texas 78539	From:	Leonel Garza III
Fax:	(956) 318-2629	Pages:	2 Pages
Phone:	(956) 292-7000 Ext. 4861	Date Submitted:	February 16, 2012
Re:	**Appraisal Proposal – Precinct No. 4**	CC:	Leticia Saenz, CPPB / Contract Manager

Mrs. Saenz:

As per phone conversation with Leticia Saenz on February 16, 2012, our office is pleased to present our best and final offer proposal for appraising the various properties in connection with Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County Owned Property located within Hidalgo County Precinct No. 4 (on an as needed basis). The appraisal reports shall be based on the Texas Department of Transportation, County of Hidalgo and SB-18 requirements as follows:

Appraisal Report Cost	**$2,000.00 Per Parcel** Included Per Parcel: (4) Original Appraisal Reports
Additional Original Reports	**$ 150.00 Per Original Copy** This cost shall apply for additional original (color) copies required by the Hidalgo County Precinct #4 Department and or other County agencies involved in the project.
Updated/Revised Reports	**$ 1,000.00 Per Parcel** This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the Precinct prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates LLC.
Condemnation Hearing Cost	**Hourly Rate = $ 150.00 Per Hour** Hourly rate shall apply to any and all preparation time required for the condemnation hearing.
Appeals Court / Trial	**Hourly Rate = $ 250.00 Per Hour** ***(Plus Expenses)*** (Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.)

February 16, 2012

The appraisal report is for the purpose of establishing the market value of the fee simple estate of the various properties within Hidalgo Precinct No. 4. An appraisal report, which details the scope of our analysis, assumptions & limiting conditions, and certification shall be included with each report adhering to the standards required by state law. I (Leonel Garza III) shall personally inspect each of the subject properties and study and analyze all factors pertinent to the estimate of market value as per date of appraisal. The report shall not reflect any loss or damage to business interest and or going concern to the subject property. A deadline will be established by the Hidalgo County Right of Way Department as outlined within the Purchase Order provided by the client. However, it is also acknowledge that additional time may be required for complex properties of which comparable sales are difficult to locate additional time may be required. This will be discussed with the Precinct and the Purchasing Department prior to acceptance of the request and or at the time of discovery of special circumstances.

Due to the urgency of the projects, the following items shall be required to expedite the project as soon as possible (if applicable):

1. Physical Address of the Subject Property or Directions
2. Access To Property
3. Legal Description and Metes & Bounds
4. Site Plan or Survey
5. Name of Current Owner or Entity Property Is Listed Under
6. Property Contact Person (To Make Inspection Arrangements)
7. Rent Rolls
8. Sales Contracts

If you have any questions about this report or if any item needs clarification please call (956) 687-7295 or via email leonel3@garza-associates.com. Please sign and fax back the first two pages of this report upon acceptance of this proposal. Thank you for the opportunity.

Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

_____
(Please Sign Here Upon Acceptance)

_____
(Please Print Name)

_____
Date of Acceptance

EXHIBIT “B”

FEE SCHEDULE

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@garza-associates.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Best & Final For Appraisal Services

To:	Hidalgo County Purchasing Department 2802 South Business Highway 281 Edinburg, Texas 78539	From:	Leonel Garza III
Fax:	(956) 318-2629	Pages:	2 Pages
Phone:	(956) 292-7000 Ext. 4861	Date Submitted:	February 16, 2012
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Updated/Revised Reports	**$ 1,000.00 Per Parcel** This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the Precinct prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates LLC.
Condemnation Hearing Cost	**Hourly Rate = $ 150.00 Per Hour** Hourly rate shall apply to any and all preparation time required for the condemnation hearing.
Appeals Court / Trial	**Hourly Rate = $ 250.00 Per Hour** ***(Plus Expenses)*** (Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.)

EXHIBIT "C"

INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/17/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

CONTACT NAME: Enedelia Hernandez
PHONE (A/C, No, Ext): 956.686.3888 FAX (A/C, No): 956.682.5650
E-MAIL ADDRESS: nellieh@shepins.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hartford Insurance Group	0029
INSURER B :	State Automobile Mutual Ins Co	
INSURER C :	Hartford Ins Co of the Midwest	37478
INSURER D :	Underwriters at Lloyds London	
INSURER E :		
INSURER F :		

INSURED Leonel Garza Jr & Associates LLC
1419 Dove Ave
Suite 1
McAllen, TX 78504

COVERAGES CERTIFICATE NUMBER: 2012-13 All Lines 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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			65 SBA ZS5869	11/14/2011	11/14/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	500,000 50,000 5,000 500,000 1,000,000 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BAP2325081	05/23/2011	05/23/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	500,000
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			65 SBA ZS5869	11/14/2011	11/14/2012	EACH OCCURRENCE AGGREGATE	$ $	1,000,000 1,000,000
C	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		65WBCAE1721	01/11/2012	01/11/2013	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	500,000 500,000 500,000
D	Professional Liability			ME11074	05/18/2011	05/18/2012	$1,000,000 Each Wrongful Act $1,000,000 Policy Aggregate $5,000 Deductible per Claim		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is named as additional insured & 30 day NOC on the General Liability, Business Automobile & Professional Liability polices per written contract.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway 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

Kent Shepard/CL21

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Leticia Saenz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, March 21, 2012 6:09 PM
To: 'Leticia Saenz'
Subject: FW: Contract#C-12-067-03-27-Leonel Garza Jr. & Associates (On Call)-Pct 4

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, March 21, 2012 4:56 PM
To: 'Martha Salazar'
Subject: RE: Contract#C-12-067-03-27-Leonel Garza Jr. & Associates (On Call)-Pct 4

The contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, March 21, 2012 2:27 PM
To: 'Steve Crain'
Cc: 'Leticia Saenz'
Subject: FW: Contract#C-12-067-03-27-Leonel Garza Jr. & Associates (On Call)-Pct 4
Importance: High

Mr. Crain:
Please review, correct and comment as to form.
Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, March 21, 2012 2:02 PM
To: 'Martha Salazar'
Subject: Contract#C-12-067-03-27-Leonel Garza Jr. & Associates (On Call)-Pct 4

Ms. Marty-

Please forward the attached, Contract# C-12-067-03-27 with Leonel Garza Jr. & Associates to legal for their review and approval as to form.

Note: Will be placed for the next CC agenda for final approval.

Please advise.

Thanks.

Leticia H. Saenz
Hidalgo County Purchasing Department
CPPB/Contracts Manager

(956) 318-2626 Work
(956) 292-7000 x-4861 Work
leticia.saenz@co.hidalgo.tx.us
2812 South Business Hwy. 281
Edinburg, Texas 78539

AI-31563 **18. E. 1.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Agapito Vargas

Department: PURCHASING DEPT.

Information

CAPTION

Presentation for discussion, consideration, and action on a recommendation by project engineer R. Gutierrez Engineering Inc. to award to the lowest bidder meeting all specifications: Asago LLC dba Asago Construction in the amount of $179,094.10 for Bid No. CAP-12-047-02-15-YSI "Road & Drainage Construction for Pentecostal Subdivision."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 **ACCT. #:** 2-1312-431-00-122-557-1-XXX

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

BUDGETARY IMPACT:

2-1312-431-00-122-557-1-731 $ 73,825.80
2-1312-431-00-122-557-1-733 $110,040.00, pending transfer into account
2-1312-431-00-122-557-1-899 $ 9,075.01, possible funding source

Attachments

c brk dwn pentecostal
txdot con pentecostal
eng rec pentecostal
b tab sheet pentecostal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/22/2012 01:36 PM
Budget & Management	Merlen P. Munoz	03/22/2012 01:48 PM
Roland Garcia	Rolando Garcia	03/23/2012 10:42 AM
Auditor's Office	Monica Badillo	03/23/2012 03:38 PM

Form Started By: Yvette Islas Started On: 03/21/2012 09:56 AM

Final Approval Date: 03/23/2012

Pentecostal Subdivision
CSJ: 3C1080557
Cost Breakdown
Precinct 2

			Original Contract Amounts				Change Order 1		
Item No.	Bid Item No.	Item Description	Unit	Original Quantities	Original Rates	Amount Bid	Revised Rates	Revised Quantities	Amount Increase/ Decrease
		ROADWAY							
1	110	Excavation (Roadway)	1898	CY	$4.00	$7,592.00			
2	132	Embankment (Rdwy)(Dens. Cont.)(Ty C)	8	CY	$10.00	$80.00			
3	247	Flexible Base (Compl in Place)(Ty E)(Gr 4)(8")	920	CY	$25.00	$23,000.00			
4	260	Lime Treated Base (8")	4104	SY	$1.00	$4,104.00			
5	260	Lime (TY A or B)	14.1	TON	$200.00	$2,820.00			
6	310	Prime Coat (MC-30)	728.8	GAL	$7.00	$5,101.60			
7	340	Asph. Conc. Pav TY "D" (1 1/2")	3644	SY	$6.00	$21,864.00			
8	502	Barricades, Signs & Traffic Handling	2	MO	$500.00	$1,000.00			
9	506	Construction Exits (Ty II)(Install)	84	SY	$3.00	$252.00			
10	506	Construction Exits (Ty II)(Remove)	84	SY	$1.00	$84.00			
11	644	Small Roadside Sign Assemblies (Ty A)	1	EA	$400.00	$400.00			
		SubTotal Base Bid	→			**$66,297.60**			
		DRAINAGE							
1	110	Excavation (Drain Ditch and Detention Pond)	1904	CY	$4.00	$7,616.00			
2	164	Cell Fiber Seeding (Temp)(Warm)	1017	SY	$0.25	$254.25			
3	164	Cell Fiber Seeding (Temp)(Cool)	1017	SY	$0.25	$254.25			
4	164	Cell Fiber Seeding (Perm)(Urban)(Clay)	2034	SY	$0.50	$1,017.00			
5	402	Trench Excavation Protection	172	LF	$1.00	$172.00			
6	432	Concrete Riprap (CL C)	21.9	CY	$250.00	$5,475.00			
12	464	18" RCP (CL III)	1028	LF	$30.00	$30,840.00			
13	465	Inlet (Ty C)	2	EA	$2,000.00	$4,000.00			
14	465	Manholl (Ty M)	1	EA	$3,000.00	$3,000.00			
7	467	Safety End Treatments (18")(6:1)	23	EA	$800.00	$18,400.00			
8	467	Safety End Treatments (18")(3:1)	4	EA	$700.00	$2,800.00			
15	481	PVC Pipe (10")	30	LF	$25.00	$750.00			
16	481	PVC Pipe (12")	32	LF	$30.00	$960.00			
9	506	Temp Sedmt Control Fence	538	LF	$1.00	$538.00			
17	529	Concrete Curb & Gutter (Ty A)(Barrier)	2050	LF	$7.00	$14,350.00			
18	530	Driveways (Ty PRB-1)	179	SY	$30.00	$5,370.00			
19	530	Driveways (CONCRETE)	14	SY	$50.00	$700.00			
20	550	Chainlink Fence (6-ft)	665	LF	$20.00	$13,300.00			
21	560	Mailboxes (Multiple)	2	EA	$500.00	$1,000.00			

Pentecostal Subdivision
CSJ: 3C1080557
Cost Breakdown
Precinct 2

22	4001	Tideflex Valve	1	EA	$2,000.00	$2,000.00			

SubTotal Drainage → **$112,796.50**

GrandTotal Roadwork Base Bid and Drainage → **$179,094.10**

Project Length: (LF)		1200
Cost Per Linear Feet @ $500K/mile:	$	94.70
Tot. Proj. Allowable (Cost per LF @$500K/mi X Proj. Lngth):	**$**	**113,640.00**
Roadwork Allocation (Eng, Road Const and Contingency):	**$**	**101,167.38**
Allowed Increase:	**$**	**12,472.62**

Amt Inc.: **$ 25,291.85**

Road Construction Allocation:	$	73,825.80
Possible 25% Transfer In Other Projects:	$	-
Contingency Transfer In:	$	-
Total Allocation, 25% Transfer and Contingency Transfer	$	73,825.80
Low Base Bid Roadwork		$66,297.60
Overrun/Underrun		$7,528.20

Change Order

Road Construction Allocation:	$	-
Transfer In:	$	-
Total Allocation, 25% Transfer and Contingency Transfer	$	-
Low Base Bid Roadwork After Change Order	$	-
Overrun/Underrun		$0.00

Drainage Allocation:	$	110,040.00
Transfer In: Pentecostal RW	$	2,756.50
Total Allocation and Transfer		$112,796.50
Drainage Cost:		$112,796.50
Overrun/Underrun		$0.00

Change Order

Drainage Allocation:	$	-
Transfer In: Other Projects		
Total Allocation and Transfer		$0.00
Drainage Cost:		$0.00
Overrun/Underrun		$0.00

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

March 13, 2012

Mr. Agapito Vargas, Director
Hidalgo County Colonia Access Program
301 E. State Street
Pharr, TX 78577

Dear Mr. Vargas:

TxDOT concurs with Hidalgo County's decision to award a construction contract for its 3rd-call Border Colonia Access Program project in Pentecostal Subdivision (3C1080557) to the low bidder, Asago, LLC, for a total bid of $179,094.10. I have placed on file a copy of the County's advertisement of bids for this project, the bid tabulations, and a copy of the engineer's recommendation that the low bid be accepted.

My records indicate that the remaining roadway and total funds for this project exceed corresponding low bid amounts:

Project	Amount Remaining 02/29/12			Bid Amount		
	Drainage	Roadway	Total	Drainage	Roadway	Total
Pentecostal	**$110,040.00**	$101,167.38	$211,207.38	**$112,796.50**	$66,297.60	$179,094.10

Please let me know if you have questions.

Sincerely,

Sharon Slagle

Sharon Slagle
Pharr District Colonia Program Manager

R. Gutierrez Engineering Corporation – Firm #486

February 17, 2012

Agapito Vargas
Border Colonia Access Roads Program Coordinator
301 E. State Street
Pharr, TX 78577

RE: Recommendation for Award – Pentecostal Subdivision

Dear Mr. Vargas:

On Wednesday, February 15, 2012, at 9:30 a.m. in the Hidalgo County Purchasing Department Conference Room, bids were opened and read aloud for the above project. Six (6) bids were received for this project. The low responsive bid was for **$179,094.10**.

Attached is a copy of the Plan Holders List, Bid Proposal Forms, and Bid Tabulation Form. We have reviewed the bid submitted and are recommending award of the contract to the lowest responsive bidder being **Asago LLC** dba **Asago Construction,** from Mission, Texas, in the amount of **$179,094.10**.

We are recommending award of this bid. If you require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

Attach

cc: Commissioner Palacios (Cover Letter Only)
Project Files

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

R. Gutierrez Engineering Corporation
130 E. Park Avenue
Pharr, Texas 78577

2/16/2012

BID TABULATION

Pentecostal Subdivision

DATE: 02/16/12

TIME: 9:30AM

LOCATION:

Item Number	Estimated Quantity	Unit	Item Description	Asago Construction		GP7 Construction		JM Construction		Jimmy Closner & Sons		2GS, LLC		Alvarez Construction	
				Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
110	1,898.00	CY	Excavation (Roadway)	$ 4.00	$ 7,592.00	$ 5.00	$ 9,490.00	$ 3.00	$ 5,694.00	$ 2.50	$ 4,745.00	$ 7.00	$ 13,286.00	$ 9.00	$ 17,082.00
110	1,904.00	CY	Excavation (Drain Ditch and Detention Pond)	$ 4.00	$ 7,616.00	$ 5.00	$ 9,520.00	$ 3.00	$ 5,712.00	$ 2.75	$ 5,236.00	$ 3.00	$ 5,712.00	$ 9.00	$ 17,136.00
132	8.00	CY	Embankment (Rdwy) (Dens. Cont.) (Ty C)	$ 10.00	$ 80.00	$ 5.00	$ 40.00	$ 10.00	$ 80.00	$ 37.00	$ 296.00	$ 100.00	$ 800.00	$ 10.00	$ 80.00
164	1,017.00	SY	Cell Fiber Seeding (Temp)(Warm)	$ 0.25	$ 254.25	$ 1.25	$ 1,271.25	$ 0.25	$ 254.25	$ 1.50	$ 1,525.50	$ 2.00	$ 2,034.00	$ 3.60	$ 3,661.20
164	1,017.00	SY	Cell Fiber Seeding (Temp)(Cool)	$ 0.25	$ 254.25	$ 1.25	$ 1,271.25	$ 0.25	$ 254.25	$ 1.50	$ 1,525.50	$ 2.00	$ 2,034.00	$ 3.60	$ 3,661.20
164	2,034.00	SY	Cell Fiber Seeding (Perm)(Urban)(Clay)	$ 0.50	$ 1,017.00	$ 1.25	$ 2,542.50	$ 1.00	$ 2,034.00	$ 1.75	$ 3,559.50	$ 2.00	$ 4,068.00	$ 3.60	$ 7,322.40
247	920.00	CY	Flexible Base (Compl In Place) (Ty E) (Gr 4) (8")	$ 25.00	$ 23,000.00	$ 28.00	$ 25,760.00	$ 21.00	$ 19,320.00	$ 33.70	$ 31,004.00	$ 31.55	$ 29,026.00	$ 34.60	$ 31,832.00
260	4,104.00	SY	Lime Treated Base (8")	$ 1.00	$ 4,104.00	$ 2.75	$ 11,286.00	$ 3.00	$ 12,312.00	$ 3.50	$ 14,364.00	$ 2.50	$ 10,260.00	$ 2.00	$ 8,208.00
260	14.10	TON	Lime (TY A or B)	$ 200.00	$ 2,820.00	$ 250.00	$ 3,525.00	$ 205.00	$ 2,890.50	$ 175.00	$ 2,467.50	$ 200.00	$ 2,820.00	$ 200.00	$ 2,820.00
310	728.80	GAL	Prime Coat (MC-30)	$ 7.00	$ 5,101.60	$ 6.00	$ 4,372.80	$ 6.00	$ 4,372.80	$ 4.50	$ 3,279.60	$ 5.00	$ 3,644.00	$ 8.00	$ 5,830.40
340	3,644.00	SY	Asph. Conc. Pav. TY "D" (1 1/2")	$ 6.00	$ 21,864.00	$ 11.50	$ 41,906.00	$ 9.50	$ 34,618.00	$ 8.20	$ 29,880.80	$ 8.20	$ 29,880.80	$ 9.90	$ 36,075.60
402	172.00	LF	Trench Excavation Protection	$ 1.00	$ 172.00	$ 3.00	$ 516.00	$ 1.00	$ 172.00	$ 5.00	$ 860.00	$ 2.00	$ 344.00	$ 20.00	$ 3,440.00
432	21.90	CY	Concrete Riprap (CL C)	$ 250.00	$ 5,475.00	$ 195.00	$ 4,270.50	$ 150.00	$ 3,285.00	$ 320.00	$ 7,008.00	$ 150.00	$ 3,285.00	$ 500.00	$ 10,950.00
464	1,028.00	LF	RCP (CL III) (18")	$ 30.00	$ 30,840.00	$ 23.50	$ 24,158.00	$ 38.00	$ 39,064.00	$ 30.00	$ 30,840.00	$ 28.00	$ 28,784.00	$ 45.00	$ 46,260.00
465	2.00	EA	Inlet (Ty C)	$ 2,000.00	$ 4,000.00	$ 2,000.00	$ 4,000.00	$ 3,500.00	$ 7,000.00	$ 2,800.00	$ 5,600.00	$ 2,950.00	$ 5,900.00	$ 4,500.00	$ 9,000.00
465	1.00	EA	Manhole (Ty M)	$ 3,000.00	$ 3,000.00	$ 2,800.00	$ 2,800.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 2,850.00	$ 2,850.00	$ 5,000.00	$ 5,000.00
467	23.00	EA	Safety End Treatments (18")(6:1)	$ 800.00	$ 18,400.00	$ 525.00	$ 12,075.00	$ 700.00	$ 16,100.00	$ 750.00	$ 17,250.00	$ 1,000.00	$ 23,000.00	$ 1,100.00	$ 25,300.00
467	4.00	EA	Safety End Treatments (18")(3:1)	$ 700.00	$ 2,800.00	$ 525.00	$ 2,100.00	$ 700.00	$ 2,800.00	$ 750.00	$ 3,000.00	$ 850.00	$ 3,400.00	$ 1,100.00	$ 4,400.00
481	30.00	LF	PVC Pipe (10")	$ 25.00	$ 750.00	$ 16.50	$ 495.00	$ 45.00	$ 1,350.00	$ 25.00	$ 750.00	$ 19.00	$ 570.00	$ 70.00	$ 2,100.00
481	32.00	LF	PVC Pipe (12")	$ 30.00	$ 960.00	$ 16.50	$ 528.00	$ 46.00	$ 1,472.00	$ 30.00	$ 960.00	$ 22.00	$ 704.00	$ 70.00	$ 2,240.00
502	2.00	MO	Barricades, Signs & Traffic Handling	$ 500.00	$ 1,000.00	$ 3,000.00	$ 6,000.00	$ 2,000.00	$ 4,000.00	$ 4,200.00	$ 8,400.00	$ 2,500.00	$ 5,000.00	$ 1,000.00	$ 2,000.00
506	84.00	SY	Construction Exits (Ty II)(Install)	$ 3.00	$ 252.00	$ 20.00	$ 1,680.00	$ 10.00	$ 840.00	$ 25.00	$ 2,100.00	$ 9.00	$ 756.00	$ 50.00	$ 4,200.00
506	84.00	SY	Construction Exits (Ty II)(Remove)	$ 1.00	$ 84.00	$ 5.00	$ 420.00	$ 10.00	$ 840.00	$ 10.00	$ 840.00	$ 3.50	$ 294.00	$ 40.00	$ 3,360.00
506	538.00	LF	Temp Sediment Control Fence	$ 1.00	$ 538.00	$ 2.50	$ 1,345.00	$ 6.00	$ 3,228.00	$ 4.50	$ 2,421.00	$ 4.50	$ 2,421.00	$ 2.00	$ 1,076.00
529	2,050.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)	$ 7.00	$ 14,350.00	$ 8.50	$ 17,425.00	$ 8.50	$ 17,425.00	$ 7.70	$ 15,785.00	$ 6.85	$ 14,042.50	$ 7.00	$ 14,350.00
530	179.00	SY	Driveways (Ty PRB-1)	$ 30.00	$ 5,370.00	$ 25.00	$ 4,475.00	$ 27.00	$ 4,833.00	$ 24.00	$ 4,296.00	$ 35.00	$ 6,265.00	$ 10.00	$ 1,790.00
530	14.00	SY	Driveways (CONCRETE)	$ 50.00	$ 700.00	$ 50.00	$ 700.00	$ 60.00	$ 840.00	$ 54.00	$ 756.00	$ 45.00	$ 630.00	$ 50.00	$ 700.00
550	665.00	LF	Chainlink Fence (6-ft)	$ 20.00	$ 13,300.00	$ 12.15	$ 8,079.75	$ 25.00	$ 16,625.00	$ 18.00	$ 11,970.00	$ 35.00	$ 23,275.00	$ 15.00	$ 9,975.00
560	2.00	EA	Mailboxes (Multiple)	$ 500.00	$ 1,000.00	$ 400.00	$ 800.00	$ 400.00	$ 800.00	$ 460.00	$ 920.00	$ 600.00	$ 1,200.00	$ 1,500.00	$ 3,000.00
644	1.00	EA	Small Roadside Sign Assemblies (Ty A)	$ 400.00	$ 400.00	$ 350.00	$ 350.00	$ 500.00	$ 500.00	$ 1,340.00	$ 1,340.00	$ 400.00	$ 400.00	$ 1,000.00	$ 1,000.00
4001	1.00	EA	Tideflex Valve	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 4,400.00	$ 4,400.00	$ 3,000.00	$ 3,000.00	$ 1,500.00	$ 1,500.00
					$ 179,094.10		**$ 205,202.05**		**$ 215,715.80**		**$ 222,379.40**		**$ 229,685.30**		**$ 285,349.80**

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 2 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: February 15, 2012	BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION"

BID NO: CAP-12-047-02-15-YSI

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR CONSTRUCTION	Bid Bond/ Cashier's Check
1.	GP7 Construction, LLC	$204,390.80 Read Amount $205,662.05 Correct Amount	Bid Bond Included
2.	JM Construction	$215,715.80	Bid Bond Included
3.	Jimmy Closner & Sons Constr. Co., Inc.	$229,379.40 Read Amount $222,379.40 Correct Amount	Bid Bond Included
4.	2GS , LLC	$229,685.30	Bid Bond Included
5.	Asago LLC dba Asago Construction	$179,094.10	Bid Bond Included
6.	Homero Alvarez dba Alvarez Construction	$285,359.80 Read Amount $285,349.80 Correct Amount	Bid Bond Included
7.			
8.			
9.			
10.			

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
110	1,898.00	CY	Excavation (Roadway) Four Dollars and Cents Per Cubic Yard	$ 4.00	$ 7,592.00
110	1,904.00	CY	Excavation (Drain Ditch and Detention Pond) Four Dollars and Cents Per Cubic Yard	$ 4.00	$ 7,616.00
132	8.00	CY	Embankment (Rdwy) (Dens. Cont.) (Ty C) Ten Dollars and Cents Per Cubic Yard	$ 10.00	$ 80.00
164	1,017.00	SY	Cell Fiber Seeding (Temp)(Warm) Dollars and Twenty-five Cents Per Square Yard	$ 0.25	$ 254.25
164	1,017.00	SY	Cell Fiber Seeding (Temp)(Cool) Dollars and Twenty-five Cents Per Square Yard	$ 0.25	$ 254.25
164	2,034.00	SY	Cell Fiber Seeding (Perm)(Urban)(Clay) Dollars and Fifty Cents Per Square Yard	$ 0.50	$ 1,017.00
247	920.00	CY	Flexible Base (Compl In Place) (Ty E) (Gr 4) (8") Twenty-five Dollars and Cents Per Cubic Yard	$ 25.00	$ 23,060.00
260	4,104.00	SY	Lime Treated Base (8") One Dollars and Cents Per Square Yard	$ 1.00	$ 4,104.00

Asago
19 4

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
260	14.10	TON	Lime (TY A or B) Two Hundred Dollars and Cents Per Ton	$ 200.00	$ 2,820.00
310	728.80	GAL	Prime Coat (MC-30) Seven Dollars and Cents Per Gallon	$ 7.00	$ 5,101.60
340	3,644.00	SY	Asph. Conc. Pav. TY "D" (1 1/2") Six Dollars and Cents Per Square Yard	$ 6.00	$ 21,864.00
402	172.00	LF	Trench Excavation Protection One Dollars and Cents Per Linear Foot	$ 1.00	$ 172.00
432	21.90	CY	Concrete Riprap (CL C) Two Hundred fifty Dollars and Cents Per Cubic Yard	$ 250.00	$ 5,475.00
464	1,028.00	LF	RCP (CL III) (18") Thirty Dollars and Cents Per Linear Foot	$ 30.00	$ 30,840.00
465	2.00	EA	Inlet (Ty C) Two Thousand Dollars and Cents Per Each	$ 2,000.00	$ 4,000.00
465	1.00	EA	Manhole (Ty M) Three Thousand Dollars and Cents Per Each	$ 3,000.00	$ 3,000.00

Asago
284

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
467	23.00	EA	Safety End Treatments (18")(6:1) Eight Hundred Dollars and Cents Per Each	$ 800.00	$ 18,400.00
467	4.00	EA	Safety End Treatments (18")(3:1) Seven Hundred Dollars and Cents Per Each	$ 700.00	$ 2,800.00
481	30.00	LF	PVC Pipe (10") Twenty-five Dollars and Cents Per Linear Foot	$ 25.00	$ 750.00
481	32.00	LF	PVC Pipe (12") Thirty Dollars and Cents Per Linear Foot	$ 30.00	$ 960.00
502	2.00	MO	Barricades, Signs & Traffic Handling Five Hundred Dollars and Cents Per Month	$ 500.00	$ 1,000.00
506	84.00	SY	Construction Exits (Ty II)(Install) Three Dollars and Cents Per Square Yard	$ 3.00	$ 252.00
506	84.00	SY	Construction Exits (Ty II)(Remove) One Dollars and Cents Per Square Yard	$ 1.00	$ 84.00
506	538.00	LF	Temp Sediment Control Fence One Dollars and Cents Per Linear Foot	$ 1.00	$ 538.00

Asaqd
3y4

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
529	2,050.00	LF	Concrete Curb & Gutter (Ty A)(Barrier) Seven Dollars and Cents Per Linear Foot	$ 7.00	$ 14,350.00
530	179.00	SY	Driveways (Ty PRB-1) Thirty Dollars and Cents Per Square Yard	$ 30.00	$ 5,370.00
530	14.00	SY	Driveways (CONCRETE) Fifty Dollars and Cents Per Square Yard	$ 50.00	$ 700.00
550	665.00	LF	Chainlink Fence (6-ft) Twenty Dollars and Cents Per Linear Foot	$ 20.00	$ 13,300.00
560	2.00	EA	Mailboxes (Multiple) Five Hundred Dollars and Cents Per Each	$ 500.00	$ 1,000.00
644	1.00	EA	Small Roadside Sign Assemblies (Ty A) Four Hundred Dollars and Cents Per Each	$ 400.00	$ 400.00
4001	1.00	EA	Tideflex Valve Two Thousand Dollars and Cents Per Linear Each	$ 2,000.00	$ 2,000.00

OPENED
9:41
2-15-12
Witnessed

One Hundred Seventy-Nine Thousand
Ninety-four Ten Dollars and Cents $ _____ $ 179,094.10
Total Base Bid Amount

ASSD
AGA

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
110	1,898.00	CY	Excavation (Roadway) Five Dollars and no Cents Per Cubic Yard	$ 5.00	$ 9,490.00
110	1,904.00	CY	Excavation (Drain Ditch and Detention Pond) Five Dollars and no Cents Per Cubic Yard	$ 5.00	$ 9,52.00
132	8.00	CY	Embankment (Rdwy) (Dens. Cont.) (Ty C) Five Dollars and no Cents Per Cubic Yard	$ 5.00	$ 40.00
164	1,017.00	SY	Cell Fiber Seeding (Temp)(Warm) one Dollars and twenty-five Cents Per Square Yard	$ 1.25	$ 1,271.25
164	1,017.00	SY	Cell Fiber Seeding (Temp)(Cool) one Dollars and twenty-five Cents Per Square Yard	$ 1.25	$ 1,271.25
164	2,034.00	SY	Cell Fiber Seeding (Perm)(Urban)(Clay) one Dollars and twenty-five Cents Per Square Yard	$ 1.25	$ 1,271.25
247	920.00	CY	Flexible Base (Compl In Place) (Ty E) (Gr 4) (8") Twenty-Eight Dollars and Cents Per Cubic Yard	28.00 $ 28.50	$ 26,220.00
260	4,104.00	SY	Lime Treated Base (8") Two Dollars and seventy-five Cents Per Square Yard	$ 2.75	$ 11,286.00

GP7 Constr. LLC
1g4

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
260	14.10	TON	Lime (TY A or B) Two hundred fifty no Per Ton — Dollars and Cents	$ 250	$ 3,525.00
310	728.80	GAL	Prime Coat (MC-30) Six no Per Gallon — Dollars and Cents	$ 6.00	$ 4,372.00
340	3,644.00	SY	Asph. Conc. Pav. TY "D" (1 1/2") Elven Fifty Per Square Yard — Dollars and Cents	$ 11.50	$ 41,906.00
402	172.00	LF	Trench Excavation Protection Three no Per Linear Foot — Dollars and Cents	$ 3.00	$ 516.00
432	21.90	CY	Concrete Riprap (CL C) One hundred ninety-five No Per Cubic Yard — Dollars and Cents	$ 195.00	$ 4,270.50
464	1,028.00	LF	RCP (CL III) (18") Twenty-three Fifty Per Linear Foot — Dollars and Cents	$ 23.50	$ 24,158.00
465	2.00	EA	Inlet (Ty C) Two thousand Per Each — Dollars and Cents	$ 2,000.00	$ 4,000.00
465	1.00	EA	Manhole (Ty M) Two thousand eight hundred no Per Each — Dollars and Cents	$ 2,800.00	2,800.00 $ [illegible]

GP7 Constn LLC
24

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (In figures)	Total (In figures)
467	23.00	EA	Safety End Treatments (18")(6:1) Five hundred twenty-five NO Dollars and Cents Per Each	$ 525	$ 12,075.00
467	4.00	EA	Safety End Treatments (18")(3:1) Five hundred twenty five NO Dollars and Cents Per Each	$ 525	$ 2,100.00
481	30.00	LF	PVC Pipe (10") Sixteen Fifty Dollars and Cents Per Linear Foot	$ 16.50	$ 495.00
481	32.00	LF	PVC Pipe (12") Sixteen Fifty Dollars and Cents Per Linear Foot	$ 16.50	$ 528.00
502	2.00	MO	Barricades, Signs & Traffic Handling Three thousand NO Dollars and Cents Per Month	$ 3,000	$ 6,000.00
506	84.00	SY	Construction Exits (Ty II)(Install) Twenty NO Dollars and Cents Per Square Yard	$ 20.00	$ 1,680.00
506	84.00	SY	Construction Exits (Ty II)(Remove) Five NO Dollars and Cents Per Square Yard	$ 5.00	$ 420.00
506	538.00	LF	Temp Sediment Control Fence Two Fifty Dollars and Cents Per Linear Foot	$ 2.50	$ 1,345.00

GP7 Constr. LLC
394

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
529	2,050.00	LF	Concrete Curb & Gutter (Ty A)(Barrier) Eight Dollars and Fifty Cents Per Linear Foot	$ 8.50	$ 17,425.00
530	179.00	SY	Driveways (Ty PRB-1) Twenty-five Dollars and NO Cents Per Square Yard	$ 25.00	$ 4,475.00
530	14.00	SY	Driveways (CONCRETE) Fifty Dollars and no Cents Per Square Yard	$ 50.00	$ 700.00
550	665.00	LF	Chainlink Fence (6-ft) Twelve Dollars and Fifteen Cents Per Linear Foot	$ 12.15	$ 8,079.75
560	2.00	EA	Mailboxes (Multiple) Four hundred Dollars and no Cents Per Each	$ 400.00	$ 800.00
644	1.00	EA	Small Roadside Sign Assemblies (Ty A) Three hundred fifty Dollars and no Cents Per Each	$ 350.00	$ 350.00
4001	1.00	EA	Tideflex Valve Two thousand Dollars and no Cents Per Linear Each	$ 2,000.00	$ 2,000.00

Two hundred Four thousand three hundred ninety Dollars and
Eighty Cents
Total Base Bid Amount $ _____ $ 204,390.80

GPT Constr. Co LLC
4y4

OPENED 9:38 2-15-12

Witnessed

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
110	1,898.00	CY	Excavation (Roadway) Three Dollars and NO Cents Per Cubic Yard	$ 3.00	$ 5,694.00
110	1,904.00	CY	Excavation (Drain Ditch and Detention Pond) Three Dollars and NO Cents Per Cubic Yard	$ 3.00	$ 5,712.00
132	8.00	CY	Embankment (Rdwy) (Dens. Cont.) (Ty C) Ten Dollars and NO Cents Per Cubic Yard	$ 10.00	$ 80.00
164	1,017.00	SY	Cell Fiber Seeding (Temp)(Warm) No Dollars and Twenty five Cents Per Square Yard	$ .25	$ 254.25
164	1,017.00	SY	Cell Fiber Seeding (Temp)(Cool) No Dollars and Twenty five Cents Per Square Yard	$ .25	$ 254.25
164	2,034.00	SY	Cell Fiber Seeding (Perm)(Urban)(Clay) One Dollars and NO Cents Per Square Yard	$ 1.00	$ 2,034.00
247	920.00	CY	Flexible Base (Compl In Place) (Ty E) (Gr 4) (8") Twenty one Dollars and NO Cents Per Cubic Yard	$ 21.00	$ 19,320.00
260	4,104.00	SY	Lime Treated Base (8") Three Dollars and NO Cents Per Square Yard	$ 3.00	$ 12,312.00

JM Construction

194

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
260	14.10	TON	Lime (TY A or B) Two hundred five Dollars and 00 Cents Per Ton	$ 205.00	$ 2,890.50
310	728.80	GAL	Prime Coat (MC-30) Six Dollars and 00 Cents Per Gallon	$ 6.00	$ 4,372.80
340	3,644.00	SY	Asph. Conc. Pav. TY "D" (1 1/2") Nine Dollars and fifty Cents Per Square Yard	$ 9.50	$ 34,618.00
402	172.00	LF	Trench Excavation Protection One Dollars and 00 Cents Per Linear Foot	$ 1.00	$ 172.00
432	21.90	CY	Concrete Riprap (CL C) One hundred fifty Dollars and 00 Cents Per Cubic Yard	$ 150.00	$ 3,285.00
464	1,028.00	LF	RCP (CL III) (18") Thirty eight Dollars and 00 Cents Per Linear Foot	$ 38.00	$ 39,064.00
465	2.00	EA	Inlet (Ty C) Three thousand five hundred Dollars and 00 Cents Per Each	$ 3,500.00	$ 7,000.00
465	1.00	EA	Manhole (Ty M) Five thousand Dollars and 00 Cents Per Each	$ 5,000.00	$ 5,000.00

JM Construction

24

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
467	23.00	EA	Safety End Treatments (18")(6:1) Seven hundred Dollars and No Cents Per Each	$ 700.00	$ 16,100.00
467	4.00	EA	Safety End Treatments (18")(3:1) Seven hundred Dollars and NO Cents Per Each	$ 700.00	$ 2,800.00
481	30.00	LF	PVC Pipe (10") Forty five Dollars and No Cents Per Linear Foot	$ 45.00	$ 1,350.00
481	32.00	LF	PVC Pipe (12") Forty six Dollars and NO Cents Per Linear Foot	$ 46.00	$ 1,472.00
502	2.00	MO	Barricades, Signs & Traffic Handling Two thousand Dollars and NO Cents Per Month	$ 2,000.00	$ 4,000.00
506	84.00	SY	Construction Exits (Ty II)(Install) Ten Dollars and NO Cents Per Square Yard	$ 10.00	$ 840.00
506	84.00	SY	Construction Exits (Ty II)(Remove) Ten Dollars and NO Cents Per Square Yard	$ 10.00	$ 840.00
506	538.00	LF	Temp Sediment Control Fence Six Dollars and NO Cents Per Linear Foot	$ 6.00	$ 3,228.00

JM Construction
3 of 4

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
529	2,050.00	LF	Concrete Curb & Gutter (Ty A)(Barrier) Eight Dollars and fifty Cents Per Linear Foot	$ 8.50	$ 17,425.00
530	179.00	SY	Driveways (Ty PRB-1) Twenty Seven Dollars and NO Cents Per Square Yard	$ 27.00	$ 4,833.00
530	14.00	SY	Driveways (CONCRETE) Sixty Dollars and NO Cents Per Square Yard	$ 60.00	$ 840.00
550	665.00	LF	Chainlink Fence (6-ft) Twenty five Dollars and NO Cents Per Linear Foot	$ 25.00	$ 16,625.00
560	2.00	EA	Mailboxes (Multiple) Four Hundred Dollars and NO Cents Per Each	$ 400.00	$ 800.00
644	1.00	EA	Small Roadside Sign Assemblies (Ty A) Five 00 Dollars and NO Cents Per Each	$ 500.00	$ 500.00
4001	1.00	EA	Tideflex Valve Two thousand Dollars and NO Cents Per Linear Each	$ 2,000.00	$ 2,000.00
			Two hundred fifteen thousand Seven hundred fifteen Dollars and eighty Cents Total Base Bid Amount	$	$ 215,715.80

OPENED 9:39 2-15-17 Witnessed

JM Construction

4y4

J M Construction
3701 Jade Street
Weslaco, Texas 78596

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
110	1,898.00	CY	Excavation (Roadway) TWO Dollars and FIFTY Cents Per Cubic Yard	$ 2.50	$ 4745.00
110	1,904.00	CY	Excavation (Drain Ditch and Detention Pond) TWO Dollars and SEVENTY FIVE Cents Per Cubic Yard	$ 2.75	$ 5236.00
132	8.00	CY	Embankment (Rdwy) (Dens. Cont.) (Ty C) THIRTY SEVEN Dollars and No Cents Per Cubic Yard	$ 37.00	$ 296.00
164	1,017.00	SY	Cell Fiber Seeding (Temp)(Warm) ONE Dollars and FIFTY Cents Per Square Yard	$ 1.50	$ 1525.50
164	1,017.00	SY	Cell Fiber Seeding (Temp)(Cool) ONE Dollars and FIFTY Cents Per Square Yard	$ 1.50	$ 1525.50
164	2,034.00	SY	Cell Fiber Seeding (Perm)(Urban)(Clay) ONE Dollars and SEVENTY FIVE Cents Per Square Yard	$ 1.75	$ 3559.50
247	920.00	CY	Flexible Base (Compl In Place) (Ty E) (Gr 4) (8") THIRTY THREE Dollars and SEVENTY Cents Per Cubic Yard	$ 33.70	$ 31,004.00
260	4,104.00	SY	Lime Treated Base (8") THREE Dollars and FIFTY Cents Per Square Yard	$ 3.50	$ 14,364.00

J. Closner B Sons

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
260	14.10	TON	Lime (TY A or B) ONE HUNDRED SEVENTY FIVE Dollars and No Cents Per Ton	$ 175.00	$ 2467.50
310	728.80	GAL	Prime Coat (MC-30) FOUR Dollars and FIFTY Cents Per Gallon	$ 4.50	$ 3279.60
340	3,644.00	SY	Asph. Conc. Pav. TY "D" (1 1/2") EIGHT Dollars and TWENTY Cents Per Square Yard	$ 8.20	$ 29,880.80
402	172.00	LF	Trench Excavation Protection FIVE Dollars and No Cents Per Linear Foot	$ 5.00	$ 860.00
432	21.90	CY	Concrete Riprap (CL C) THREE HUNDRED TWENTY Dollars and No Cents Per Cubic Yard	$ 320.00	$ 7008.00
464	1,028.00	LF	RCP (CL III) (18") THIRTY Dollars and No Cents Per Linear Foot	$ 30.00	$ 30,840.00
465	2.00	EA	Inlet (Ty C) TWENTY EIGHT HUNDRED Dollars and No Cents Per Each	$ 2800.00	$ 5600.00
465	1.00	EA	Manhole (Ty M) FIVE THOUSAND Dollars and No Cents Per Each	$ 5000.00	$ 5000.00

J. Closner & Sons

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BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
467	23.00	EA	Safety End Treatments (18")(6:1) SEVEN HUNDRED FIFTY Dollars and NO Cents Per Each	$ 750.00	$ 17,250.00
467	4.00	EA	Safety End Treatments (18")(3:1) SEVEN HUNDRED FIFTY Dollars and NO Cents Per Each	$ 750.00	$ 3000.00
481	30.00	LF	PVC Pipe (10") TWENTY FIVE Dollars and NO Cents Per Linear Foot	$ 25.00	$ 750.00
481	32.00	LF	PVC Pipe (12") THIRTY Dollars and NO Cents Per Linear Foot	$ 30.00	$ 960.00
502	2.00	MO	Barricades, Signs & Traffic Handling FORTY TWO HUNDRED Dollars and NO Cents Per Month	$ 4200.00	$ 8400.00
506	84.00	SY	Construction Exits (Ty II)(Install) TWENTY FIVE Dollars and NO Cents Per Square Yard	$ 25.00	$ 2100.00
506	84.00	SY	Construction Exits (Ty II)(Remove) TEN Dollars and NO Cents Per Square Yard	$ 10.00	$ 840.00
506	538.00	LF	Temp Sediment Control Fence FOUR Dollars and FIFTY Cents Per Linear Foot	$ 4.50	$ 2421.00

J. Closner & Sons

3 of 4

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
529	2,050.00	LF	Concrete Curb & Gutter (Ty A)(Barrier) SEVEN Dollars and SEVENTY Cents Per Linear Foot	$ 7.70	$ 15,785.00
530	179.00	SY	Driveways (Ty PRB-1). TWENTY FOUR Dollars and No Cents Per Square Yard	$ 24.00	$ 4296.00
530	14.00	SY	Driveways (CONCRETE) FIFTY FOUR Dollars and No Cents Per Square Yard	$ 54.00	$ 756.00
550	665.00	LF	Chainlink Fence (6-ft) EIGHTEEN Dollars and No Cents Per Linear Foot	$ 18.00	$ 11,970.00
560	2.00	EA	Mailboxes (Multiple) FOUR HUNDRED SIXTY Dollars and No Cents Per Each	$ 460.00	$ 920.00
644	1.00	EA	Small Roadside Sign Assemblies (Ty A) THIRTEEN HUNDRED FORTY Dollars and No Cents Per Each	$ 1340.00	$ 1340.00
4001	1.00	EA	Tideflex Valve FORTY FOUR HUNDRED Dollars and No Cents Per Linear Each	$ 4400.00	$ 4400.00

OPENED
9:40
2-15-12

Witnessed

TWO HUNDRED TWENTY NINE THOUSAND THREE HUNDRED SEVENTY NINE Dollars and FORTY Cents

$ 229,379.40

Total Base Bid Amount

J. Closner & Sons

4 of 4

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
110	1,898.00	CY	Excavation (Roadway) SEVEN Dollars and ZERO Cents Per Cubic Yard	$ 7.00	$ 13,286.00
110	1,904.00	CY	Excavation (Drain Ditch and Detention Pond) THREE Dollars and ZERO Cents Per Cubic Yard	$ 3.00	$ 5,712.00
132	8.00	CY	Embankment (Rdwy) (Dens. Cont.) (Ty C) ONE HUNDRED Dollars and ZERO Cents Per Cubic Yard	$ 100.00	$ 800.00
164	1,017.00	SY	Cell Fiber Seeding (Temp)(Warm) TWO Dollars and ZERO Cents Per Square Yard	$ 2.00	$ 2,034.00
164	1,017.00	SY	Cell Fiber Seeding (Temp)(Cool) TWO Dollars and ZERO Cents Per Square Yard	$ 2.00	$ 2,034.00
164	2,034.00	SY	Cell Fiber Seeding (Perm)(Urban)(Clay) TWO Dollars and ZERO Cents Per Square Yard	$ 2.00	$ 4,068.00
247	920.00	CY	Flexible Base (Compl In Place) (Ty E) (Gr 4) (8") THIRTY ONE Dollars and FIFTY FIVE Cents Per Cubic Yard	$ 31.55	$ 29,026.00
260	4,104.00	SY	Lime Treated Base (8") TWO Dollars and FIFTY Cents Per Square Yard	$ 2.50	$ 10,260.00

2GS, LLC
1 of 4

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
260	14.10	TON	Lime (TY A or B)		
			TWO HUNDRED Dollars and		
			ZERO Cents	$ 200.00	$ 2,820.00
			Per Ton		
310	728.80	GAL	Prime Coat (MC-30)		
			FIVE Dollars and		
			ZERO Cents	$ 5.00	$ 3,644.00
			Per Gallon		
340	3,644.00	SY	Asph. Conc. Pav. TY "D" (1 1/2")		
			EIGHT Dollars and		
			TWENTY Cents	$ 8.20	$ 29,880.80
			Per Square Yard		
402	172.00	LF	Trench Excavation Protection		
			TWO Dollars and		
			ZERO Cents	$ 2.00	$ 344.00
			Per Linear Foot		
432	21.90	CY	Concrete Riprap (CL C)		
			ONE HUNDRED FIFTY Dollars and		
			ZERO Cents	$ 150.00	$ 3,285.00
			Per Cubic Yard		
464	1,028.00	LF	RCP (CL III) (18")		
			TWENTY EIGHT Dollars and		
			ZERO Cents	$ 28.00	$ 28,784.00
			Per Linear Foot		
465	2.00	EA	Inlet (Ty C)		
			TWO THOUSAND, NINE HUNDRED FIFTY Dollars and		
			ZERO Cents	$ 2,950.00	$ 5,900.00
			Per Each		
465	1.00	EA	Manhole (Ty M)		
			TWO THOUSAND, EIGHT HUNDRED FIFTY Dollars and		
			ZERO Cents	$ 2,850.00	$ 2,850.00
			Per Each		

265, LLC
24

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
467	23.00	EA	Safety End Treatments (18")(6:1)		
			ONE THOUSAND Dollars and		
			ZERO Cents	$ 1,000.00	$ 23,000.00
			Per Each		
467	4.00	EA	Safety End Treatments (18")(3:1)		
			EIGHT HUNDRED FIFTY Dollars and		
			ZERO Cents	$ 850.00	$ 3,400.00
			Per Each		
481	30.00	LF	PVC Pipe (10")		
			NINETEEN Dollars and		
			ZERO Cents	$ 19.00	$ 570.00
			Per Linear Foot		
481	32.00	LF	PVC Pipe (12")		
			TWENTY TWO Dollars and		
			ZERO Cents	$ 22.00	$ 704.00
			Per Linear Foot		
502	2.00	MO	Barricades, Signs & Traffic Handling		
			TWO THOUSAND FIVE HUNDRED Dollars and		
			ZERO Cents	$ 2,500.00	$ 5,000.00
			Per Month		
506	84.00	SY	Construction Exits (Ty II)(Install)		
			NINE Dollars and		
			ZERO Cents	$ 9.00	$ 756.00
			Per Square Yard		
506	84.00	SY	Construction Exits (Ty II)(Remove)		
			THREE Dollars and		
			FIFTY Cents	$ 3.50	$ 294.00
			Per Square Yard		
506	538.00	LF	Temp Sediment Control Fence		
			FOUR Dollars and		
			FIFTY Cents	$ 4.50	$ 2,421.00
			Per Linear Foot		

2GS, LLC
394

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
529	2,050.00	LF	Concrete Curb & Gutter (Ty A)(Barrier) SIX Dollars and EIGHTY FIVE Cents Per Linear Foot	$ 6.85	$ 14,042.50
530	179.00	SY	Driveways (Ty PRB-1) THIRTY FIVE Dollars and ZERO Cents Per Square Yard	$ 35.00	$ 6,265.00
530	14.00	SY	Driveways (CONCRETE) FORTY FIVE Dollars and ZERO Cents Per Square Yard	$ 45.00	$ 630.00
550	665.00	LF	Chainlink Fence (6-ft) THIRTY FIVE Dollars and ZERO Cents Per Linear Foot	$ 35.00	$ 23,275.00
560	2.00	EA	Mailboxes (Multiple) SIX HUNDRED Dollars and ZERO Cents Per Each	$ 600.00	$ 1,200.00
644	1.00	EA	Small Roadside Sign Assemblies (Ty A) FOUR HUNDRED Dollars and ZERO Cents Per Each	$ 400.00	$ 400.00
4001	1.00	EA	Tideflex Valve THREE THOUSAND Dollars and ZERO Cents Per Linear Each	$ 3,000.00	$ 3,000.00

TWO HUNDRED TWENTY NINE THOUSAND SIX HUNDRED EIGHTY FIVE Dollars and $229,685.30

THIRTY Cents $ $

Total Base Bid Amount

2GS, LLC
AyA

RECEIVED 9:41 2-15-12 Witnessed

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price In Words	Unit Price (in figures)	Total (in figures)
110	1,898.00	CY	Excavation (Roadway) nine Dollars and Zero Cents Per Cubic Yard	$ 9.00	$ 17082.00
110	1,904.00	CY	Excavation (Drain Ditch and Detention Pond) nine Dollars and Zero Cents Per Cubic Yard	$ 9.00	$ 17136.00
132	8.00	CY	Embankment (Rdwy) (Dens. Cont.) (Ty C) ten Dollars and Zero Cents Per Cubic Yard	$ 10.00	$ 80.00
164	1,017.00	SY	Cell Fiber Seeding (Temp)(Warm) three Dollars and Sixty Cents Per Square Yard	$ 3.60	$ 3661.20
164	1,017.00	SY	Cell Fiber Seeding (Temp)(Cool) three Dollars and Sixty Cents Per Square Yard	$ 3.60	$ 3661.20
164	2,034.00	SY	Cell Fiber Seeding (Perm)(Urban)(Clay) three Dollars and Sixty Cents Per Square Yard	$ 3.60	$ 7322.40
247	920.00	CY	Flexible Base (Compl In Place) (Ty E) (Gr 4) (8") thirty four Dollars and Sixty Cents Per Cubic Yard	$ 34.60	$ 31832.00
260	4,104.00	SY	Lime Treated Base (8") two Dollars and Zero Cents Per Square Yard	$ 2.00	$ 8208.00

Alvarez Constr.
1 of 4

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
260	14.10	TON	Lime (TY A or B) two hundred Dollars and Zero Cents Per Ton	$ 200.00	$ 2820.00
310	728.80	GAL	Prime Coat (MC-30) eight Dollars and Zero Cents Per Gallon	$ 8.00	$ 5830.40
340	3,644.00	SY	Asph. Conc. Pav. TY "D" (1 1/2") nine Dollars and ninety Cents Per Square Yard	$ 9.90	$ 36075.60
402	172.00	LF	Trench Excavation Protection twenty Dollars and Zero Cents Per Linear Foot	$ 20.00	$ 3440.00
432	21.90	CY	Concrete Riprap (CL C) five hundred Dollars and Zero Cents Per Cubic Yard	$ 500.00	$ 10950.00
464	1,028.00	LF	RCP (CL III) (18") fourty five Dollars and Zero Cents Per Linear Foot	$ 45.00	$ 46260.00
465	2.00	EA	Inlet (Ty C) fourtyfive hundred Dollars and Zero Cents Per Each	$ 4500.00	$ 9000.00
465	1.00	EA	Manhole (Ty M) five thousand Dollars and Zero Cents Per Each	$ 5000.00	$ 5000.00

Alvarez Construction
2 of 4

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
467	23.00	EA	Safety End Treatments (18")(6:1) eleven hundred Dollars and Zero Cents Per Each	$ 1100.00	$ 25300.00
467	4.00	EA	Safety End Treatments (18")(3:1) eleven hundred Dollars and Zero Cents Per Each	$ 1100.00	$ 4400.00
481	30.00	LF	PVC Pipe (10") Seventy Dollars and Zero Cents Per Linear Foot	$ 70.00	$ 2100.00
481	32.00	LF	PVC Pipe (12") Seventy Dollars and Zero Cents Per Linear Foot	$ 70.00	$ 2240.00
502	2.00	MO	Barricades, Signs & Traffic Handling one thousand Dollars and Zero Cents Per Month	$ 1000.00	$ 2000.00
506	84.00	SY	Construction Exits (Ty II)(Install) fifty Dollars and Zero Cents Per Square Yard	$ 50.00	$ 4200.00
506	84.00	SY	Construction Exits (Ty II)(Remove) fourty Dollars and Zero Cents Per Square Yard	$ 40.00	$ 3360.00
506	538.00	LF	Temp Sediment Control Fence two Dollars and Zero Cents Per Linear Foot	$ 2.00	$ 1076.00

Alvarez Constr.
3 of 4

BID PROPOSAL FORM

HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
529	2,050.00	LF	Concrete Curb & Gutter (Ty A)(Barrier) Seven Dollars and Zero Cents Per Linear Foot	$ 7.00	$ 14350.00
530	179.00	SY	Driveways (Ty PRB-1) ten Dollars and Zero Cents Per Square Yard	$ 10.00	$ 1790.00
530	14.00	SY	Driveways (CONCRETE) Fifty Dollars and Zero Cents Per Square Yard	$ 50.00	$ 700.00
550	665.00	LF	Chainlink Fence (6-ft) Fifteen Dollars and Zero Cents Per Linear Foot	$ 15.00	$ 9975.00
560	2.00	EA	Mailboxes (Multiple) fifteen hundred Dollars and Zero Cents Per Each	$ 1500.00	$ 3000.00
644	1.00	EA	Small Roadside Sign Assemblies (Ty A) one thousand Dollars and Zero Cents Per Each	$ 1000.00	$ 1000.00
4001	1.00	EA	Tideflex Valve Fifteen hundred Dollars and Zero Cents Per Linear Each	$ 1500.00	$ 1500.00

three hundred fifty nine ~~and eighty~~ Two hundred eighty five thousand ~~Dollars and~~ Cents $ 285,359.80
Total Base Bid Amount

Alvarez Constr
4y4

OPENED 9:42 2-15-12 Witnessed

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Agapito Vargas
Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: Pentecostal Subd.
PROJECT NO.:
DATE: February 17, 2012

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	___ OTHER: INVOICE
X BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	2/17/2012	Recommendation for Award Letter
1	-	Plan Holders List
1	-	Bid Tabulations
1	-	Bid Proposal Forms

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	X FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

Copy Distribution: file

Received by:

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgec.net

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 2 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: February 15, 2012	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR PENTECOSTAL SUBDIVISION"

BID NO: CAP-12-047-02-15-YSI

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR CONSTRUCTION	Bid Bond/ Cashier's Check
1.	GP7 Construction, LLC	$204,390.80 Read Amount $205,662.05 Correct Amount	Bid Bond Included
2.	JM Construction	$215,715.80	Bid Bond Included
3.	Jimmy Closner & Sons Constr. Co., Inc.	$229,379.40 Read Amount $222,379.40 Correct Amount	Bid Bond Included
4.	2GS , LLC	$229,685.30	Bid Bond Included
5.	Asago LLC dba Asago Construction	$179,094.10	Bid Bond Included
6.	Homero Alvarez dba Alvarez Construction	$285,359.80 Read Amount $285,349.80 Correct Amount	Bid Bond Included
7.			
8.			
9.			
10.			

AI-31487 **18. F. 1.**

CC REGULAR

Meeting Date: 03/27/2012

Submitted For: Martha L. Salazar Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024, (a)(7) an item that can be obtained from only one source;

b. Requesting approval of a "Sole Source Declaration" for AFIX Technologies" including authority to renew our support services with AFIX Technologies for the AFIX Tracker LE
and AFIX Verifier beginning on May 26, 2012 for a period of 12 months in the yearly amount of $2,037.50 thru requisition # 212150.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-001-0-336

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

BUDGETARY IMPACT:

Attachments

AFIX

Afix Memo

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Tanya Delira Started On: 03/14/2012 03:22 PM

Final Approval Date: 03/19/2012

Req #212150

AFIX Technologies, Inc.

RENEWAL NOTICE/INVOICE

SHIP TO:
Hidalgo County Sheriff's Department
711 El Cibolo Rd.
P.O. Box 1228
Edinburg, TX 78540

BILL TO:
Hidalgo County Sheriff's Department
711 El Cibolo Rd.
P.O. Box 1228
Edinburg, TX 78540

Invoice Information

Sales Person	Purchase Order Number	Invoice Number	Invoice Date	Order Date
Brandy Olivera	NA	120313-02	March 13, 2012	NA

Monthly and Quarterly Support Payment Options are available. Please contact our office at 620-232-6420 for more information.

Qty	Product	Product Description	Unit Price	Total Price
1	AFIX Tracker LE Support Renewal	AFIX Tracker LE Support Renewal for a period of one year, beginning on May 26, 2012.	$1,425	$1,425
1	AFIX Verifier Support Renewal	AFIX Verifier Support Renewal for a period of one year, beginning on May 26, 2012.	$1,425	$1,425
1	AFIX Verifier Discount	50% discount on multiple systems.	($712.50)	($712.50)
1	One Time Discount	One time support discount.	($100)	($100)

*Purchaser responsible for any and all applicable Federal, State, and/or local taxes or assessments.

TOTAL DUE:	$2,037.50

AFIX Technologies, Inc.
205 N. Walnut
Pittsburg, KS 66762
Office: 620.232.6420 · **Fax:** 620.232.2606 · **www.afix.net**

AFIX Technologies, Inc.
205 N. Walnut
Pittsburg, KS 66762
Office: 620-232-6420
FAX: 620-232-2606

Tuesday, March 06, 2012

This letter is provided for the purpose of facilitating a "sole-source" purchase of the AFIX® Tracker® automated fingerprint and palm print identification system by AFIX Technologies, Inc. and/or technical support and service for the AFIX® Tracker® system. Detailed descriptions of the unique features of the AFIX® Tracker® system appear below. The complete set of features and capabilities provided by AFIX® Tracker® is not available from any other system or source. Technical support for the AFIX® Tracker® system is provided solely by AFIX Technologies, Inc. and is not available from any other source.

AFIX® Tracker®

AFIX® Tracker®, developed and produced by AFIX Technologies, Inc., is a fully-featured automated fingerprint and palm print identification system which is designed to run in Windows XP, Windows Vista and Windows Server operating systems.

AFIX® Tracker's® capabilities include automatic or manual extraction of minutiae, tenprint to tenprint, tenprint to latent, latent to tenprint, palm print to palm print, palm print to latent, latent to palm print and latent to latent searching, searches using only partial latent images, full 360 degree rotation during search, full center/core independence, interface capability with multiple live scan devices for automated import and processing of tenprint and/or record palm print files, the ability to scale photographs from either conventional or digital sources, and the ability to transmit single images or complete tenprint and/or palm print records to other systems via network or internet using EFTS/NIST file transmission standards.

Many of the features and capabilities of AFIX Tracker are unique and unavailable in other PC-based AFIS/APIS systems, including its ability to:

- Utilize undivided complete palm images or, at the user's option, divide record palm prints into ten segments defining sub-sections of thenar, hypothenar and interdigital areas.
- Automatic scan for identification of duplicate biographical records. Duplicate records of lesser quality may be deleted outright or merely deactivated so as to not impede search performance (unless explicitly included in a search at the time of submission).
- Initiate searches individually from whole palm images or from any combination of the segments, if palm images are divided.
- Submit tenprint, palm and latent searches to remote AFIX Tracker systems via encrypted internet-based transaction servers, and receive search results automatically.

- Submit latent images with assisted ridge octant counting and automatic penetration management to Federal biometric data repositories, including the FBI's IAFIS and Dod ABIS databases.
- Process searches received from remote AFIX Tracker systems or mobile ID systems in a "lights out" environment and automatically transmit search results to the requesting system.
- Provide multiple-processor client search engine capability to allow scalability of system search and match throughput requirements to meet individual agency needs.
- Provide optional support for multiple database formats including MS-Access and MS-SQL based on database size and customer preference.
- Scan or import tenprint, palm and/or latent images into the system at resolutions of up to 9,600 ppi and search against records of any resolution from 500 ppi to 9,600 ppi without further adjustment or scaling.
- Import and export complete palm print records with biographical data via EFTS file transmission.
- Interface with low-cost workstations (AFIX Tracker LE) to provide the ability to add economical remote workstations that allow the input of known inked fingerprints, known inked palm prints and latent prints into the primary system database to include full biographical data input, classification, minutiae extraction and minutiae editing capability.
- Limit latent search rotation parameters to either +/- 45 degrees or +/- 90 degrees when applicable and preferred.
- Provide stereo comparison of candidates with lines connecting matching minutiae points.
- Automatically extract minutiae from either complete palm images or separate palm sections based on a quality assessment of the entire palm image or each section totally independent of the other sections of the palm based on user preference.
- Launch searches of multiple latent prints against the entire database (to include latent to tenprint, latent to inked palm print and latent to latent searches) simultaneously.
- Automatically convert NCIC classifications to Henry classifications without user intervention.
- Designate latent case files as "closed cases" allowing the latent records to remain in the database, but excluding them from subsequent searches.
- Designate individual latent files as "searchable" or "non-searchable" within a single latent case file.
- Provide built-in online help files with onscreen video/audio demonstrations of system features and operations.
- Allow automated import of large batches of tenprint records which have been scanned and saved in any of the common Windows graphic formats.

- Allow capture/import of multiple photos in each record from either TWAIN-compliant cameras, flatbed scanners or pre-existing digital photos. Multiple mug shots and photos of scars, marks & tattoos may be added to a single record.
- Provide log-in based user access control to limit individual user's ability to delete or modify records.
- The AFIX database provides a single comprehensive dataset with which other AFIX applications, such as AFIX Identifier and AFIX Verifier, may seamlessly interact. The inherent difficulty of establishing and supporting a cross-vendor workflow from investigation to booking and release may be eliminated through the use of a cohesive AFIX single-vendor solution.

The AFIX® Tracker® system is patented and copyrighted software manufactured, distributed and supported solely by AFIX Technologies, Inc. The AFIX® Tracker® system is not available from any other source. Technical support for the AFIX® Tracker® system is provided by AFIX Technologies, Inc. and is not available from any other source.

Scott Howard
Vice President, Operations
AFIX Technologies, Inc.

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Scott Howard a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Scott Howard. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: AFIX Technologies, Inc.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
   Technical support services for AFIX Tracker, AFIX Tracker LE and AFIX Verifier
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature Scott Howard

SWORN AND SUBSCRIBED TO under oath before me on 6th day of March, 2012

Brandy Oliver
Notary Public
State of Kansas
My Appt. Expires: 9/15/13

Brandy Olivera
NOTARY PUBLIC

Brandy Olivera
PRINTED NAME

9/15/13
MY COMMISSION EXPIRES

COMPANY NAME: AFIX Technologies, Inc.
ADDRESS, CITY, STATE & ZIP CODE: 205 North Walnut Pittsburg, KS 66762
PHONE: 620-232-6420 NUMBER:
CONTACT NAME AND TITLE: Scott Howard, VP of operations
WEB ADDRESS: www.afix.net EMAIL: info@afix.net
FEDERAL TAX ID NUMBER: 48-1076358 TEXAS SALES TAX NUMBER:

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00212150
PO #
Date: 02/29/12

Bill To: x
x

Vendor : 325279
AFIX TECHNOLOGIES, INC.
205 NORTH WALNUT
PITTSBURG KS 66762

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: MYRA MONTOYA
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	AFIX TRACKER LE SUPPORT RENEWAL FOR A PERIOD OF ONE YEAR, BEGINNING ON MAY 26, 2012.	1,425.00	1,425.00
1.00	YEAR	AFIX VERIFIER SUPPORT RENEWAL FOR A PERIOD OF ONE YEAR, BEGINNING ON MAY 26, 2012.	1,425.00	1,425.00
1.00	YEAR	50% DISCOUNT FOR MULTIPLE SYSTEMS	-712.50	-712.50
1.00	YEAR	ONE TIME DISCOUNT	-100.00	-100.00
		Account No	Encumbrance	
		2-1100-421-00-280-001-0-336	2,037.50	
			Freight	.00
			Total	2,037.50
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioner's Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: 03/06/2012

RE: "Sole Source Declaration" AFIX Technologies, Inc.

The Hidalgo County Sheriffs Office Law Enforcement Facility possesses and utilizes the current AFIX Tracker, AFIX Tracker LE and AFIX Verifier Software for Maintenance/Support since 12/12/2001. The support plan includes all upgrades and new versions of the software, unlimited technical support calls, all software maintenance updates and free replacement of lost or damaged installation disks.

AFIX Tracker, developed and produced by AFIX Technologies, Inc. is a fully-featured automated fingerprint and palm print identification system which is designed to run in Windows XP, Windows Vista and Windows Server operations systems.

AFIX Technologies, Inc. is the sole-source provider of the AFIX Tracker automated the following AFIX products in the commercial, state and local government marketplace:

Therefore, the Hidalgo County Sheriff's Law Enforcement Facility requires the continued renewal of the software maintenance and support with AFIX Technologies, Inc.

AI-31470 **20. C.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Valde Guerra

Department: SAFETY DIVISION

Information

CAPTION

Claim of Verizon

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/14/2012 10:50 AM
Auditor's Office	Arcilia Duran	03/14/2012 01:56 PM
Purchasing Department	Marty Salazar	03/14/2012 04:44 PM

Form Started By: Aida Alvarez Started On: 03/14/2012 10:12 AM

Final Approval Date: 03/14/2012

AI-31558 **20. D.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Valde Guerra

Department: EXECUTIVE OFFICE

Information

CAPTION

C-1529-08-I; Dyer v. Hidalgo County, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	03/21/2012 08:16 AM
Auditor's Office	Arcilia Duran	03/23/2012 09:06 AM
Purchasing Department	Marty Salazar	03/23/2012 09:22 AM

Form Started By: Angela Garcia Started On: 03/21/2012 08:12 AM

Final Approval Date: 03/23/2012

AI-31471 **21. C.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Valde Guerra

Department: SAFETY DIVISION

Information

CAPTION

Claim of Verizon

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/14/2012 10:50 AM
Auditor's Office	Arcilia Duran	03/14/2012 01:56 PM
Purchasing Department	Marty Salazar	03/14/2012 04:44 PM

Form Started By: Aida Alvarez Started On: 03/14/2012 10:13 AM

Final Approval Date: 03/14/2012

AI-31559 **21. D.**

CC REGULAR

Meeting Date: 03/27/2012

Department Head: Valde Guerra

Department: EXECUTIVE OFFICE

Information

CAPTION

C-1529-08-I; Dyer v. Hidalgo County, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	03/21/2012 08:16 AM
Auditor's Office	Arcilia Duran	03/23/2012 09:06 AM
Purchasing Department	Marty Salazar	03/23/2012 09:22 AM

Form Started By: Angela Garcia Started On: 03/21/2012 08:14 AM

Final Approval Date: 03/23/2012