AI-32442 **Comm. Court Executive Office 5. B.**

CC REGULAR

Meeting Date: 05/29/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting approval of claim/invoice from City of Edinburg in the amount of $22,708.80 for the months of October 2011 thru March 2012 through PO #675044 and $3,784.80 for April 2012 in connection with rental of the council chambers with authority for the County Treasurer to issue payment/check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

2-1100-413-30-125-004-0-441

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-413-30-125-004-0-441

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

BUDGETARY IMPACT:

Funds available through PO#675302 in the amount of $22,708.80 as of 5/18/12 for City of Edinburg. Available funds $3784.80.

Attachments

claim

April

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/18/2012 11:15 AM
Erika Zamora	Erika Zamora	05/24/2012 10:25 AM
Auditor's Office	Arcilia Duran	05/25/2012 02:24 PM
Purchasing Department	Marty Salazar	05/25/2012 02:25 PM

Form Started By: Monica Badillo Started On: 05/18/2012 10:31 AM

Final Approval Date: 05/25/2012

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

ORIGINAL

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE: 05/17/2012**

TO: LAURO TORRES **DEPARTMENT: (125) EXECUTIVE OFFICE**

FROM: TONY HERNANDEZ **PHONE: (956)-318-2511 ext 4629**

REFERENCE: CITY OF EDINBURG Invoice #01-200191

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #01-200191*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- [x] **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**
- [ ] **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**
- [ ] **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**
- [ ] **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**
- [ ] **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**
- [ ] **SIGNATURE OR DATE NOT PRESENT**
- [ ] **SYSTEM SHOWS INVOICE PAID**
- [ ] **INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $**
- [ ] **NEEDS APPROVAL OF:**
- [ ] **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- [ ] **NEEDS CORRECTION(S):**
- [ ] **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- [x] **OTHER: PLEASE MAKE FUNDS AVAILABLE FOR ENTIRE YEARS SERVICE AND ENCUMBER PURCHASE ORDER ACCORDINGLY.**
- [x] **COMMENTS / RECOMMENDATION: PO WAS NOT ENCUMBERED PRIOR TO SERVICES BEING RECEIVED. PLEASE CONTACT PURCHASING FOR CLAIMS PROCEDURES FOR BILLING THROUGH APRIL 2012.**

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

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

THE CITY OF EDINBURG

SEND PAYMENT TO :
FINANCE DEPARTMENT
415 W. UNIVERSITY DR.
P. O. BOX 1079
EDINBURG, TX 78540
(956) 388-1895

SOLID WASTE MANAGEMENT
FOR QUESTIONS REGARDING
LANDFILL / ROLL- OFF CHARGES
PLEASE CALL
(956) 381-5635

PAYMENT DUE UPON RECEIPT OF STATEMENT

HIDALGO COUNTY
ATTN: COUNTY JUDGE
1615 S CLOSNER STE J
EDINBURG, TX 78539

CUST NO#: 01-200191
TOTAL DUE: 22,708.80
DATE: 3/31/2012

PAGE: 1

DATE	REFERENCE	DESCRIPTION	ORIGINAL AMT	PAYMENTS	BALANCE
3/31/2012	I-1001	3/MTGS-@946.20/OCT 2011	2,838.60		2,838.60
3/31/2012	I-1002	5/MTGS @946.20/NOV 2011	4,731.00		4,731.00
3/31/2012	I-1003	4/MTGS @ 946.20/DEC 201	3,784.80		3,784.80
3/31/2012	I-1004	4/MTGS @ 946.20/JAN 201	3,784.80		3,784.80
3/31/2012	I-1005	4/MTGS @ 946.20/FEB 201	3,784.80		3,784.80
3/31/2012	I-1006	4/MTGS @ 946.20/MAR 201	3,784.80		3,784.80
4/10/2012	I-041612	CH COUNCIL CHAMBERS MTG	24,601.20		24,601.20
		PAYMENTS:		24,601.20CR	
		TOTAL DUE:			22,708.80

+ 4/mtgs @ 946.20/Apr. 2012 - 3784.80

+ 3784.80 (A)

total → 26,493.60

2012 MAY 11 AM 11 45 RECEIVED BY COUNTY AUDITOR

INVOICE RECEIVED BY:
Laura T. ON 4/27/12
GOODS/SERVICES RECEIVED BY:
[signature] ON _____

2-1100-413-30-125-004-0-320
675302

CH COUNCIL CHAMBERS

CURRENT	30 DAYS	60 DAYS	90 DAYS	120 DAYS	BALANCE
$22,708.80	$0.00	$0.00	$0.00	$0.00	$22,708.80

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 4/27/12 BY: Laura T.

PURCHASING DEPARTMENT
County Of Hidalgo

RECEIVED
NOV. 23 2011
By 10:40am

November 22, 2011

CERTIFIED MAIL
7099 3220 0002 9745 6524

City of Edinburg
Ramiro Garza, Jr., City Manager
415 W. University Drive
Edinburg, TX. 78541

Via Email: rgarza@cityofedinburg.com

Re: Extension of Agreement No. C-09-266-11-22-Use of City Council Chamber Room for Hidago County Commissioners' Court Meetings

Dear Mr. Garza:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise an extension as provided in the current interlocal agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of November 29, 2011, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Monday, November 28, 2011,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us.

By: Ramiro Garza Jr. Date: 11/22/11

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF EDINBURG
AND HIDALGO COUNTY

THIS Agreement is made on this the 22nd day of Nov., 2010 by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County", and the CITY OF EDINBURG, TEXAS, hereinafter referred to as "Edinburg" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County, pursuant to its statutory and constitutional authority, is responsible for construction, maintenance and operation of a court house and other buildings and facilities for the carrying out of County business, and

WHEREAS, Edinburg, pursuant to its statutory and constitutional authority, is responsible for construction, maintenance and operation of buildings and facilities for the carrying out of city business: and

WHEREAS, Edinburg owns and operates a Council Chamber Facility at City Hall, located in the City of Edinburg, at 415 West University Drive, and generally described as Lots 1-12, Block 228, Original Townsite of the City of Edinburg, as per map or plat thereof, recorded in the Real Property Records of Hidalgo County, Texas, together with an off-street parking facility consisting of a total of 159 parking spaces including 7 handicap, facing University Drive, South of the Council Chambers Facility (said building, grounds and parking facility being collectively herein referred to as the "Council Chambers Facility"); and

WHEREAS, County is in the process of renovating the old administration building located at 100 E. Cano Street and is having to relocate existing scheduled meetings; and

WHEREAS, County's said scheduled meetings could be more efficiently accomplished if County were to utilize Council Chambers Facility for that purpose; and

WHEREAS, Edinburg has agreed to permit County to use Council Chambers Facility for such purposes upon the terms and conditions herein set forth.

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

Edinburg grants to the County the exclusive use of Council Chambers Facility on a weekly basis as referenced in "Exhibit A". If a County legal holiday arises, then the County shall have the exclusive use chambers on the following scheduled date. Use of Council Chambers Facility by County for workshops and/or committee meetings will be scheduled as chambers are available and with reasonable notice to Edinburg and no less than 72 hours. Edinburg reserves the right to exclusive use of Council Chambers Facility on any day including days referenced in "Exhibit A" upon 72 hours notice to County if the day is a day referenced in "Exhibit A."

Edinburg will be responsible for setting up a dais, chairs, and nameplates, as requested by County, and will provide an adequate public address system for the use of Council Chambers Facility. Edinburg will film, live stream online and on the Edinburg Cable Network (ECN 12), edit and provide a finished product for rebroadcast of proceedings.

Edinburg will accommodate County court recording equipment for the duration of the contract. Edinburg will reserve five (5) parking spaces for use by County Judge and Commissioners during County's use of Council Chambers Facility under this Agreement.

County, together with the execution of this Agreement, will pay Edinburg on a per-meeting basis per the schedule attached as Exhibit "B," which shall be payable within thirty (30) days' invoice by Edinburg together with the mutual benefits to Edinburg and County as agreed by the parties represents adequate consideration for the agreements herein contained.

County agrees to list Council Chambers Facility as a facility of County on its liability insurance policies, or to include Council Chambers Facility in any self-insurance plan, as applicable. County, upon request of Edinburg, will provide Edinburg with proof of such insurance.

The term of this Agreement shall commence upon execution on January 1, 2011 by the parties hereto, and shall terminate on the last day of December, 2011, unless extended by County as provided in numbered paragraph 6 below.

County may extend this agreement for additional terms of one year each, by giving written notice of such extension to Edinburg at least thirty (30) days prior to the end of the then-current term. Each such renewal term shall begin on 1/1 immediately following the expiration of the previous term and shall continue until the last day of December in the following calender year. Either party may terminate this contract at the end of each extension by giving at least 90 days written notice to the other party.

Edinburg represents and warrants that the Council Chambers Facility is in compliance with Americans with Disabilities Act, and similar state and local accessibility laws, and regulations issued pursuant hereto.

County will be in compliance with all City and State safety regulations including but not limited to fire and occupancy ordinances and regulations.

County will comply with all rules for the use of Council Chambers Facility, including but not limited to ensuring that no food or drinks are allowed in Council Chambers during its use, other than the Executive Session Room.

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, 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.

No Waiver. No waiver by and 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.

Entire Agreement. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any 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 by the parties hereto, and not otherwise.

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.

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

If to County:	Hidalgo County, Texas Attention: County Judge 1615 S. Closner, Suite J Edinburg, Texas 78539
With a copy to:	Executive Officer 2818 S. Business Hwy 281 Edinburg, Texas 78539
If to Edinburg:	City of Edinburg Attention: City Manager P.O. Box 1079 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 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.

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.

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.

Assignment. This Agreement shall not be assignable.

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.

Gender and Number. All pronouns used in this Agreement 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.

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

Performance of Government Functions. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions,

Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of

County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Edinburg. County 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

COUNTY OF HIDALGO, TEXAS

Approved by Commissioners' Court on 11/22/10

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

CITY OF EDINBURG, TEXAS

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
City Secretary

CITY OF EDINBURG, TEXAS

APPROVED AS TO FORM:
Gonzalez Palacios, L.L.P.

By: _____
City Attorney

APPROVED AS TO FORM

By: _____
Josephine L. Ramirez
Assistant Criminal District Attorney,
County Affairs

EXHIBIT "A"

SCHEDULE OF MEETINGS

- Hidalgo County Commissioners' Court Meetings
- Tuesdays, 9:00 AM
- Workshops/Committee Meetings as needed

- Drainage District No. 1
- Tuesdays, 8:30 AM

- Civil Service Meetings
- 2nd Thursday of the Month, 5:30 PM

City of Edinburg

CITY OF EDINBURG-HIDALGO COUNTY INTERLOCAL PROPOSAL

	Estimated Hours per Meeting	Estimated Yearly Hours	Personnel Cost per Hour	Personnel Cost per Year	Utility Cost per Hour	Utility Cost per Year	Total Cost per Year	Total Cost per Hour	Total Cost per Meeting	
Hidalgo County Commissioners Court Meetings and Drainage District No. 1 Meetings	6	312	$ 145.00	$45,240.00	$ 12.70	$3,962.40	$49,202.40	$ 157.70	$ 946.20	*
Civil Service Meetings	1.5	18	26.77	481.86	12.70	228.60	710.46	39.47	59.21	**
Civil Service Meetings (Security after 5:00 P.M.)	2	24	9.30	223.20	0.00	0.00	223.20	9.30	18.60	***
Total		**354**	**$ 181.07**	**$45,945.06**	**$ 25.40**	**$4,191.00**	**$50,136.06**	**$ 206.47**	**$ 1,024.01**	

Note-City Personnel not required
This Schedule does not include any Information Technology Personnel cost.

Source-City of Edinburg Finance Department
Unaudited information for Management use only.

* $946.20 x 52 weeks=$49,202.40
** $59.21 X 12 months=$710.46
*** $18.60 X 12 months=$223.20

November 15, 2010

Purchase Order

COUNTY OF HIDALGO

PO#: 675044

DATE: 05/10/12

VENDOR: 6513 REQ:00215930

Email:

Phone:(956)383-1896

CITY OF EDINBURG
P. O. BOX 1079
EDINBURG TX 78540

Vendor Acct:

BUYER:

SHIP TO: EXECUTIVE OFFICE
2818 S BUSINESS HWY 281
EDINBURG TX 78539

CONTACT: Valde Guerra (956)292-7025

SITE: EXECUTIVE OFFICE

Special Instructions:

Contract No: E-11-326-11-29

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		E-11-326-11-29 EXPIRES DECEMBER 31, 2012		
24	EACH	CC USE OF CITY HALL COUNCIL CHAMBERS FOR COMMISSIONER'S COURT ($946.20 PER MEETING) FOR THE MONTHS OF OCT, NOV, DEC, 2011 THRU JAN, FEB, MARCH 2012	946.20	22,708.80
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		22,708.80
		********** For Hidalgo County use only		
		2-1100-413-30-125-004-0-320 22,708.80		
		Approved		

Authorized by: Martha L. Salazar

THE CITY OF EDINBURG

SEND PAYMENT TO :
FINANCE DEPARTMENT
415 W. UNIVERSITY DR.
P. O. BOX 1079
EDINBURG, TX 78540
(956) 388-1895

SOLID WASTE MANAGEMENT
FOR QUESTIONS REGARDING
LANDFILL / ROLL- OFF CHARGES
PLEASE CALL
(956) 381-5635

PAYMENT DUE UPON RECEIPT OF STATEMENT

HIDALGO COUNTY
ATTN: COUNTY JUDGE
1615 S CLOSNER STE J
EDINBURG, TX 78539

CUST NO#: 01-200191
TOTAL DUE: 26,493.60
DATE: 4/30/2012

PAGE: 1

DATE	REFERENCE	DESCRIPTION	ORIGINAL AMT	PAYMENTS	BALANCE
	>>>>>>>>	BALANCE FORWARD			22,708.80
4/30/2012	I-1007	4 MTGS @ 946.20/APR 12	3,784.80		3,784.80
				TOTAL DUE:	26,493.60

THE CITY OF EDINBURG

INVOICE RECEIVED BY:
Laura T. ON 5/23/12
GOODS/SERVICES RECEIVED BY:
[signature] ON _____
2-1100-413-30-125.004-0-441

CH COUNCIL CHAMBERS

CURRENT	30 DAYS	60 DAYS	90 DAYS	120 DAYS	BALANCE
$26,493.60	$0.00	$0.00	$0.00	$0.00	$26,493.60

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 5/23/12 BY: [signature]

AI-32512 **Comm. Court Executive Office 5. C.**

CC REGULAR

Meeting Date: 05/29/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Texas AgriLife Extension:
1. Requesting permission for Christina L. Perez to travel to Lubbock, Texas to attend the 2012 Texas 4-H Round-up on June 10-15, 2012
2. Requesting permission for Barbara Storz to travel to Corpus Christi, Texas to attend the 2012 Professional Development Seminar & Program Planning Conference on June 06-08, 2012
3. Requesting permission for Christina L. Perez to travel to Robstown, Texas to attend the 2012 District 12 4-H Horse Show (Youth Program) on June 08, 2012 (no expenses - only use of county vehicle/fuel)

BACKGROUND

2-1100-461-00-380-001-0-583/584

Attachments

travel
bstorz
travel

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/23/2012 02:25 PM
Veronica Ortiz	Veronica Ortiz	05/24/2012 03:31 PM
Auditor's Office	Arcilia Duran	05/25/2012 12:17 PM
Purchasing Department	Monica Badillo	05/25/2012 03:31 PM

Form Started By: Monica Badillo Started On: 05/23/2012

Final Approval Date: 05/25/2012

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 05/15/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Hidalgo County Extension Service
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Christina L. Perez, CEA-4-H & Youth Development

EVENT INFORMATION

TITLE OF EVENT: 2012 Distict 12 4-H Horse Show

EVENT DATE(S) FROM: 06/08/12 TO: 06/08/12

DEPARTURE DATE: 06/08/12 RETURN DATE: 06/08/12

LOCATION OF EVENT: CITY: Robstown STATE: Texas

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

_____ To obtain statutorily required continuing professional education.
_____ To obtain continuing education related to an employee's work or maintenance of a license or certification.
_____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
V To participate in professional organizations related to the employee or official's job assignment. Youth Program
_____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.
_____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County
_____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
_____ To pursue the County's interests in litigation or criminal justice.
_____ To promote the economic development interests of the County.
_____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$0.00	
Subtotal for Object Code 584	$ -	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$0.00	
11. MEALS	$0.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ -	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ -0-	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

AIRFARE* _____
BUS** _____
Rental Car** _____
County Vehicle** _____
Private Vehicle** _____
OTHER** (Specify) _____

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

X Trip expenses are necessary and will be incurred for official county business.
X Reasonable efforts to minimize the use of county funds have been explored.
X Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
/ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
Barbara Ahrens	5/18/12	Noralinda Cruz	383-1026

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

_____ TRAVEL IS **APPROVED** for the individuals listed below:

_____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
Veronica Ortiz	5/24/12		252-1025

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:

2-1100-441-0038O-001-0-583+584

COUNTY AUDITOR'S FORM T.1.1 (01/10)

4-H and YOUTH DEVELOPMENT

AgriLIFE EXTENSION
Texas A&M System

May 7, 2012

MEMORANDUM

TO: County Extension Agents -4-H&YD
County Extension Agents -AG/NR

FROM: District 12 4-H Horse Show Planning Committee – South Cluster

Brad Cowan, Chair	Nora Garza
Omar Montemayor	Marco Ponce
Yolanda Morado	Jennifer Herrera
Omar Gonzales	Tony Reisinger

SUBJECT: **2012 DISTRICT 12 4-H HORSE SHOW**

The District 12 4-H Horse Show will be held on Friday, June 8, 2012 at the Richard M. Borchard Regional Fairgrounds located in Robstown. A tentative schedule of events is attached for your reference. Please review information in this letter for validation procedures, class offerings, and fees. It is important to note that entry fees have increased. However, this year the committee has planned to give a buckle for each Division champion plus Champion and Reserve Champion Horseman for a total of twelve buckles . Other awards will remain unaffected. We expect that this will add greatly and more equitably to the recognition of all divisions.

District 12 4-H Horse Show Registration Process:

- Registration will be online through 4-H CONNECT. Remember, only validated horses can be entered.
- Individual online registration will open **immediately through May 29, 2012**. Late registration will require a $40 late fee and will end on June 4th. No refunds will be given to a county or individual. No registrations will be accepted after the June 4th deadline. There will be no late registration allowed for any cattle classes (all must be entered by May 29th).
- Stall reservations must be made on 4-H CONNECT. Stall fees are $35/stall which includes 2 bales of shavings and will be reserved on a first come-first served basis.
- The Entry Summary Certification Form (enclosed) is to be completed and forwarded to the District Office by May 29, 2012. This may be submitted via email or Fax.

Participants must bring the following to the District Show:

- Current EIA (Coggins) test documentation which shows that the horse has tested negative for Equine Infectious Anemia. The test must be within 12 months of the date of the show.

Horse Validation & Certification for District/State Shows:

Be sure all your exhibitors have fulfilled the following requirements before they register:

- All horses have been validated via 4-H Connect
- All futurity horse nominations have been submitted

South District 12
2401 E Highway 83
Weslaco, Texas 78596
Tel. 956.968.5581
Fax.956.969.5639
l-saldana@tamu.edu

Educational programs of the Texas AgriLife Extension Service are open to all people without regard to race, color, sex, disability, religion, age, or national origin. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating

County Offices should have on file:

- Horse Project Validation Information (4-H Connect)
- Signed Assumption of Risk and Hold Harmless Agreement (attached).

The District 12 4-H Horse Show will be conducted in accordance with the 2012 Texas 4-H Horse Show Rule Book which can be accessed from the TAMU Animal Science website at http://animalscience.tamu.edu/academics/equine/state-4h-show/index.htm. The rules are revised annually and it is the responsibility of 4-H members, leaders, and parents to be familiar with the rules, 4-H Horse Program Objectives and 4-H Horse Show Philosophy Statement.

Community Service Project: Each county is asked to bring two horse-related items valued at $15.00 each to the D12 4-H Horse Show for a "Chance Auction". Please see attached flyer for more information.

Texas 4-H Horse Show Registration Process:
The 2012 Texas 4-H Horse Show will be held July 22 - 28, 2012 in Abilene. All 4-H members who wish to participate in any Qualifying Show in Abilene must first attend the District 12 4-H Horse Show to become eligible. However, participation in Open/Invitational events in Abilene does not require participation in the District 12 4-H Horse Show. The registration process is explained below:

- All state entry forms must be received in the District 12 office by June 19th.
- Forms must have all appropriate signatures (member, parent/guardian, agent)
- Online registration/payment must be complete by June 26th.

Finally, we are soliciting volunteer riders to carry the U.S., Texas, and 4-H flags into the arena as part of the opening ceremony. 4-H members can volunteer by making the appropriate selection on 4-H Connect. This year we are asking any 4-H member that is willing and able to present the flags in the opening ceremony on horseback to sign-up during online registration. Individuals will be contacted once all entries are received. While this was requested last year, with some that responded, we were not assured that we could do this safely. Use 4-H Connect to indicate interest and experience.

Please share this information with county faculty, 4-H members, parents and leaders. Questions about the 2012 District 12 4-H Horse Show can be directed to the planning committee chair, Brad Cowan.

Attachments for 4-H Coordinators:

Divisions & Fee Schedule
Schedule of Events
Map
Entry Summary Certification
Assumption of Risk and Hold Harmless Agreement
Registration Instructions
Community Service Project Flyer
Agent Assignments

2012 District 12 4-H Horse Show
Assignments and Responsibilities

District Horse Show Planning Committee	Brad Cowan, Chair Omar Montemayor Yolanda Morado Omar Gonzales Nora Garza Marco Ponce Jennifer Herrera Tony Reisinger
Registration & Check-In	Larry Perez, Richard Griffin, Luis Saldana
Announcer, Points & Records	Luis Saldana, Brad Cowan
Grounds and Arena Committee	Jaime Lopez, Larry Perez, Dale Rankin, Nikolo Guerra, Jeremy Garza
Line-up & Gate Committee	George Gonzales & Christine Sanchez
Timed Event Committee	Brad Cowan, Nikolo Guerra, Omar Gonzales, Isaac Cavazos, Sam Gavito (Flagger), Richard Griffin (Backup Timer)
English Event Committee	Marco Ponce, Enrique Perez, & Ronnie Zamora
Roping Committee	Isaac Cavazos, Omar Montemayor, Jaime Lopez, Joe Taylor
Awards Committee	Christina Perez, Council Officers
Photos	Niki Kaiser
Ring Stewards	Joe Taylor, Omar Montemayor
Grievance Committee	Planning Committee Members, Luis Saldana, Ruben Saldana

Schedule of Events

(Tentative and may change based on entries received)

Friday, June 8, 2012

8:00 a.m. . . . . Registration

9:00 a.m. . . . . Opening Ceremony (4-H members present colors on horseback)

. . . . . Roping Division
- Tie-Down Calf Roping
- Breakaway Roping
- Team Roping

. . . . . Timed Event Division
- Pole Bending
- Barrel Racing
- Stakes Race

. . . . . Halter Division
- Registered Geldings 4yrs & Under
- Registered Geldings 5yrs & Over
- Grade Geldings
  - Grand and Reserve Champion Gelding
- Registered Mares 4yrs & Under
- Registered Mares 5yrs & Over
- Grade Mares
  - Grand and Reserve Champion Mare

. . . . . Judged Western Division (*Part 1 of 2*)
- Showmanship at Halter

. . . . . Yearling Futurity Division
- Yearling Halter Gelding
- Yearling Halter Filly
- Yearling Long Line

. . . . . 2-Year-Old Futurity Division
- 2-Year-Old Futurity Pleasure Pattern
- 2-Year-Old Futurity Versatility
- 2-Year-Old Futurity Western Pleasure

. . . . . 3-Year-Old Futurity Division
- 3-Year-Old Futurity Pleasure
- 3-Year-Old Futurity Trail
- 3-Year-Old Futurity Reining
- 3-Year-Old Futurity Working Cow Horse

. . . . . Judged Western Division (*Part 2 of 2*)
- Western Pleasure
- Western Horsemanship
- Western Riding
- Western Trail

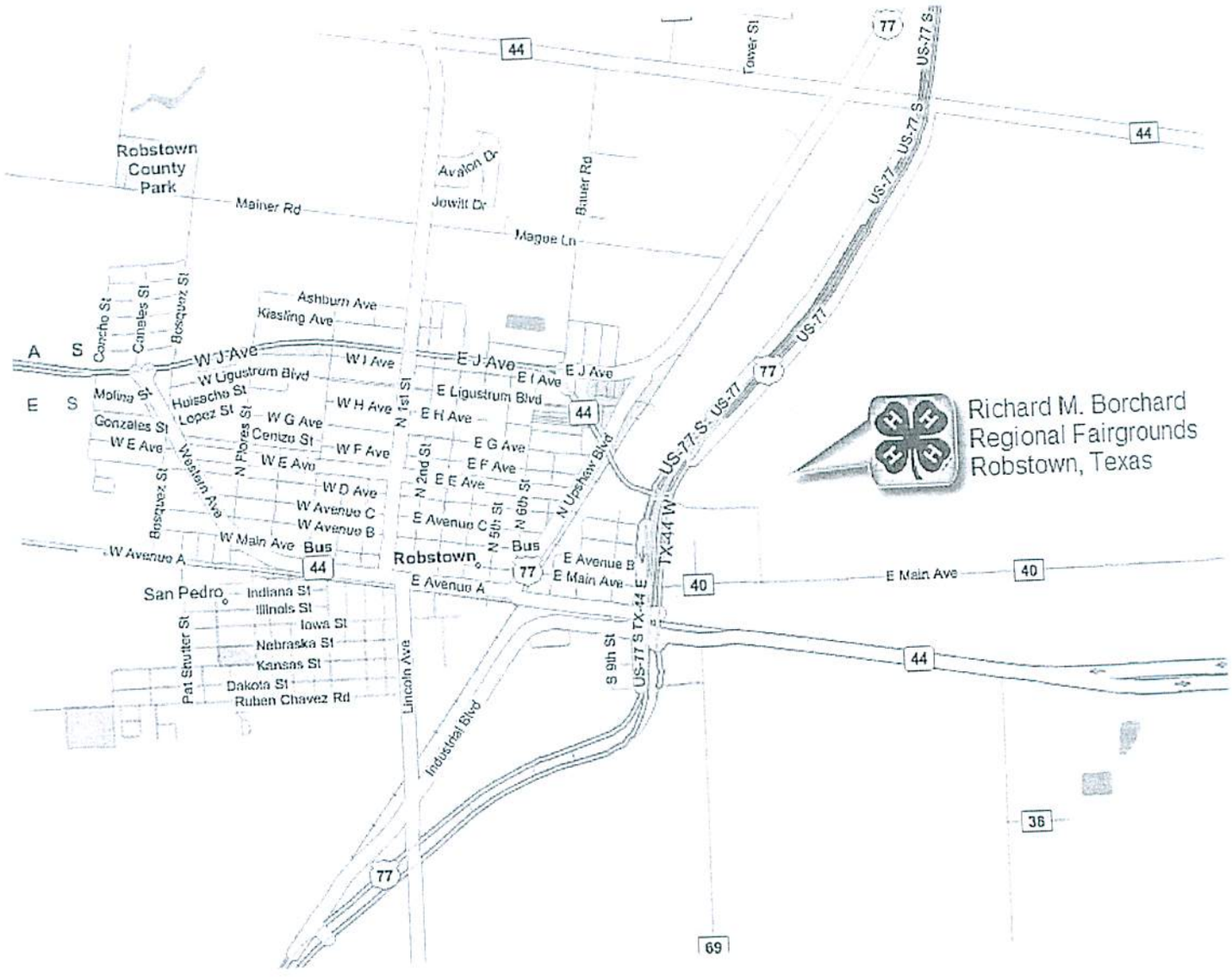
. . . . . Stock Horse Division
Working Cow Horse
Team Penning
Reining
Cutting
Stock Horse Trail
Stock Horse Pleasure

. . . . . Hunter-Flat Division
Hunter Showmanship
Hunter Under Saddle
Hunt Seat Equitation

. . . . . Hunter Over Fences Division
Working Hunter
Equitation Over Fences
Hunter Hack
Open Jumping

Vicinity Map

Richard M. Borchard Regional Fairgrounds
1213 Terry Shamsie Blvd.
Robstown, Texas 78380



HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 05/04/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Hidalgo County Extension Service
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Barbara Storz, CEA-Horticulture

EVENT INFORMATION

TITLE OF EVENT:	2012 Professional Development Seminar & Program Planning Conferenc		
EVENT DATE(S) FROM:	06/06/12	TO:	06/08/12
DEPARTURE DATE:	06/06/12	RETURN DATE:	06/08/12
LOCATION OF EVENT: CITY:	Corpus Christi	STATE:	Texas

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

_____ To obtain statutorily required continuing professional education.
_____ To obtain continuing education related to an employee's work or maintenance of a license or certification.
_____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
__X__ To participate in professional organizations related to the employee or official's job assignment.
_____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.
_____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County
_____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
_____ To pursue the County's interests in litigation or criminal justice.
_____ To promote the economic development interests of the County.
_____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$50.00	
Subtotal for Object Code 584	$ 50.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$150.42	
11. MEALS	$42.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 192.42	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 242.42	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

AIRFARE* _____
BUS** _____
Rental Car** _____
County Vehicle** _____
Private Vehicle** _____
OTHER** (Specify) _____

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

__X__ Trip expenses are necessary and will be incurred for official county business.
__X__ Reasonable efforts to minimize the use of county funds have been explored.
__X__ Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
__X__ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
Barbara Storz	5/7/12	NoraLinda Cruz	383-1026

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

_____ TRAVEL IS **APPROVED** for the individuals listed below:

_____

_____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
Veronica Ortiz	5/8/12		292-7025
DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:	

COUNTY AUDITOR'S FORM T.1.1 (01/10)

APPROVED BY COMMISSIONERS COURT 5/29/12
2-1100-461-00-380-001-0-583+584

5/4/12
Meals + Registration
Reg.# 00215687
PO# _____
Balance $583-$334.39
$1085.00
00584

Hotel
Reg # 00215689
PO# _____
Balance $ 3,193.97

cc 5/29/12

HIDALGO COUNTY, TEXAS
OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME: Barbara Storz | EMPLOYEE I.D. NO.: 078921 | EMPLOYEE TITLE: CEA-Horticulture

DEPARTMENT: Hidalgo County Extension Service | DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE? No

DEPARTURE DATE: 6/8/12 | RETURN DATE: 6/8/12

TIME OF DEPARTURE: 9:00 AM | TIME OF RETURN: 4:00 PM

TO CITY: Corpus Christi | STATE: Texas

SEMINAR/CONFERENCE/MEETING: START DATE: 6/6/2012 | END DATE: 6/8/2012 | ACTUAL NO. OF DAYS 3

TITLE OF WORKSHOP/CONFERENCE: 2012 Professional Development Seminar & Program Planning Conference

METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL): County Vehicle | IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL. Yes

LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE? None

DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? Yes | IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE? Will use Ford F150

PURPOSE/BENEFIT TO HIDALGO COUNTY:
To participate in professional organizations related to the employee or official's job assignment.

B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)

Meals will be prorated for partial days	Meal Rate	MONTH / DAY 6-May	MONTH / DAY 7-May	MONTH / DAY 8-May	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	Total	
Breakfast	$9.00	$0.00	$0.00	$0.00					$0.00	
Lunch	$12.00	$12.00	$0.00	$12.00					$24.00	
Dinner	$18.00	$0.00	$18.00	$0.00					$18.00	
Total	$39.00	$12.00	$18.00	$12.00	$0.00	$0.00	$0.00	$0.00	$42.00	$ 42.00

Meal per diems must be prorated for 1st day and last day of travel as follows:

Departure:		Arrival:	
Before 6:00 a.m. (breakfast, lunch, & dinner)	$ 39.00	Before 6:00 a.m. (breakfast)	$ 9.00
6:00 a.m. - 1:00 p.m. (lunch & dinner)	$ 30.00	6:00 a.m.- 6:00 p.m. (breakfast & lunch)	$ 21.00
After 1:00 p.m. (dinner)	$ 18.00	After 6:00 p.m. (breakfast,lunch,&dinner)	$ 39.00

II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):

Expense type: _____ days @ $ 20.00 | $ -

III. PERSONAL VEHICLE MILEAGE _____ Miles @ $ 0.555 (Current Rate) . . . . . | $ -

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, if the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

Mapquest

IV. OTHER (Itemize)

_____ . . . . . | $

_____ . . . . . | $

V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE:

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 42.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER: 2-1100-461-00-380-001-0-583

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary. The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.

EMPLOYEE SIGNATURE	Barbara Storz DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)

COUNTY AUDITOR'S FORM: T.1.5 (07/11)

HIDALGO COUNTY, TEXAS
SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE
CHECK REQUEST FORM
PAGE 1 OF 2

DEPARTMENT: Hidalgo County Extension Service

If, applicable, was travel approved by Co. Exec. Officer?

DEPARTURE DATE: 6/6/2012 RETURN DATE: 6/8/2012

TO CITY: Corpus Christi STATE: Texas

NAME OF EMPLOYEES ATTENDING SEMINAR: Barbara Storz, CEA-Horticulture

TOTAL# OF EMPLOYEES ATTENDING SEMINAR: 1

PURPOSE/BENEFIT TO HIDALGO COUNTY:
To participate in professional organizations related to the employee or official's job assignment.

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR:

SPONSORED BY:

REGISTRATION CHECK PAYABLE TO:

REGISTRATION ADDRESS:

SEMINAR START DATE:

SEMINAR END DATE:

PURCHSE ORDER NO.

1. REGISTRATION COST PER EMPLOYEE: NO. OF EMPLOYEES ATTENDING AT THIS RATE:

2. REGISTRATION COST PER EMPLOYEE: NO. OF EMPLOYEES ATTENDING AT THIS RATE:

3. "FREE REGISTRATION COST: "FREE" NO. OF EMPLOYEES ATTENDING FOR "FREE":

GL ACCT NO.: TOTAL NO. OF EMPLOYEES ATTENDING: 0

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) . . . . A.	$ -
TOTAL THIS PAGE (A):	$ -
TOTAL 2ND PAGE (B + C + D):	#VALUE!
GRAND TOTAL (A + B + C + D)	#VALUE!

(SEE PAGE 2 FOR SECTIONS B, C, & D)

E. CERTIFICATIONS AND EMPLOYEE AUTHORIZATIONS FOR PAYROLL DEDUCTIONS

DEPARTMENT'S PUBLIC OFFICIAL CERTIFICATION: I hereby certify that trip expenditures are necessary and will be incurred for official county business. Reasonable efforts to minimize the use of county funds have been explored. The information and estimates provided on this form are true and as accurate as possible. If it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. Travelers have read the Travel Policy, Guidelines, and Procedures and understand that failure to cancel reservations for any reasons other than those allowed by the Travel Policy will be at their expense.

Barbara Storz	Nora Linda Cruz	(956) 383-1026
DEPARTMENT'S PUBLIC OFFICIAL (Signature)	DEPARTMENT'S CONTACT PERSON	PHONE #

TRAVELER'S AUTHORIZATION: I certify that if it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. If I fail to cancel reservations for reasons other than those allowed by Section 17 of the Travel Policy, Guidelines, and Procedures, I authorize the deduction of any travel expenses incurred by the county on my behalf from my payroll check.

EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
Barbara Storz	Barbara Storz	78921

HIDALGO COUNTY, TEXAS
SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE CHECK REQUEST FORM
PAGE 2 OF 2

DEPARTMENT: Hidalgo County Extension Service

DEPARTURE DATE: 6/6/2012 RETURN DATE: 6/8/2012

TO CITY: Corpus Christi STATE: Texas

NAME OF EMPLOYEES ATTENDING SEMINAR: Barbara Storz, CEA-Horticulture

TOTAL# OF EMPLOYEES ATTENDING SEMINAR: 1

B. HOTEL RESERVATION(S)

Note: Use of a travel a gency is discouraged. Unless a benefit is achieved by other means, you must use the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

NAME OF HOTEL: La Quinta Inn & Suites, Corpus Christi HOTEL PHONE NO: (361) 991-5730

ADDRESS OF HOTEL: 6225 South Padre Island Drive CONFIRMATION NO.(s):

Corpus Christi, TX 78412-4011

ROOM RATE: $69.00 PURCHASE ORDER NO.

NUMBER OF NIGHTS: Two (2) GENERAL LEDGER ACCT NO: 2-1100-461-00-380-001-0-583

ROOM RATE: TOTAL NO. OF ROOMS: 1

NUMBER OF NIGHTS:

ROOM RATE: HOTEL TAX RATE: 8.00%

NUMBER OF NIGHTS:

TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate x No. of Rooms x No. of Days x Tax Rate). . . . . B. $150.42

C. CAR RENTAL(S)

Note: Reservations for car rentals made under the name of Hidalgo County are required to be made through the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

IS A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? YES / NO

IF YES, EXPLAIN REASON FOR NOT UTILIZING IT? Attach memo if more space needed.

NAME OF CAR RENTAL COMPANY:

ADDRESS OF CAR RENTAL COMPANY:

Note: Coordination of travel is required for every group of 4 or less

PHONE NUMBER OF CAR RENTAL COMPANY:

VEHICLE NO. 1 TYPE: VEHICLE NO. 2 TYPE:

DAILY CAR RATE: DAILY CAR RATE:

NUMBER OF DAYS: NUMBER OF DAYS:

CONFIRMATION NO.: CONFIRMATION NO.

VEHICLE NO. 1 - NAMES OF EMPLOYEES TRAVELING:

VEHICLE NO. 2 - NAMES OF EMPLOYEES TRAVELING:

PURCHASE ORDER NO. GL ACCT NO:

TOTAL CHECK AMOUNT FOR CAR RENTAL (Daily Car Rate x No. of Days) . . . . . C. $ -

D. AIRFARE(S)

Note: Use of a travel a gency is discouraged. Refundable fares should be considered if possibility of a trip cancellation exists.

NAME OF AIRLINE COMPANY:

ADDRESS OF AIRLINE COMPANY:

PHONE NO. OF AIRLINE COMPANY: CONFIRMATION NO.:

ROUND TRIP AIRFARE PER PERSON:

NUMBER OF TRAVELERS:

GENERAL LEDGER ACCOUNT NUMBEI P.O. NO.

TOTAL CHECK AMOUNT FOR AIRLINE COMPANY . . . . . D. $ -

SUBTOTAL (B+C+D) #VALUE!

COUNTY AUDITOR'S FORM T.1.2 (01/10)

Nora Cruz

From: LQ0477GM@laquinta.com
Sent: Friday, May 04, 2012 12:29 PM
To: Nora Cruz
Subject: Reservation Confirmation

5/4/2012 1:28:31 PM NiteVision 2010 SP0 HF2 P

LA QUINTA INNS & SUITES

LA QUINTA INN CORPUS CHRISTI SOUTH
6225 S. PADRE ISLAND DRIVE
CORPUS CHRISTI, TX 78412
361-991-5730

RESERVATION CONFIRMATION

Confirmation#: 0477145011
Barbara Storz
410 north 13th ave
EDINBURG, TX 78542

Arrival Date:	6/6/2012
Departure Date:	6/8/2012
Number of Nights:	2
RoomType Reserved:	DD-DOUBLE DOUBLE

Adults/Children	2/0
Method of Guarantee:	
Deposit Required/Received:	/
Deposit Due:	due by
Total Estimated Stay:	$158.70

Rate Detail:	Room Charges:	$138.00
	Taxes:	$20.70

Thank you for choosing La Quinta Inns & Suites for your upcoming hotel stay. Please contact us at least 24-hours before check-in should your travel plans change.

Plan your next stay with La Quinta Inns & Suites on LQ.com where you'll find the best rates online. Choose from hundreds of hotels acros the U.S., Canada, and Mexico offering free high-speed Internet access, Free Bright Side Breakfast, and comfy beds.

Sincerely,

La Quinta Inns & Suites
wake up on the bright side

Nora Cruz

From: Barbara Storz
Sent: Monday, April 23, 2012 7:23 PM
To: Nora Cruz
Subject: FW: Professional Development Seminar & Program Planning Conference
Attachments: 2012 Ext Hort Retreat agenda.doc

Nora Linda: I am going to this event – please start the process.
Barbara

From: Doug Welsh
Sent: Friday, April 13, 2012 12:31 PM
To: Al Wagner; Caren C. Walton; Charlie Hall; Doug Welsh; Ed Hellman; Fran Pontasch; Fritz Westover; Jayla Fry; Jim Kamas; Joe Masabni; Juan Anciso; Karin Wallace; Larry Stein; Leland S. Pierson; Lisa Whittlesey; Marco Palma; Martin Anderson; Mengmeng Gu; Michael Timmons; Monte Nesbitt; Penny Adams; Randy Seagraves; Russ Wallace; Steve George; William Welch; Allison Watkins; Barbara Storz; Anthony Camerino; Dale Groom; Daphne Richards; David Rodriguez; Greg Church; Janet Laminack; Keith Hansen; Kim Conway; Laura Miller; Michael Potter; Steve Chaney; Thomas LeRoy; William Johnson; Robert Richter; Vincent Mannino; Jennifer Herrera; Denise Rodriguez; Charla Anthony; Roy Stanford; Ginger Easton-Smith
Cc: Monty Dozier; Marvin Ensor; Ronald Woolley; Galen Chandler; Pete Gibbs; Darrell Dromgoole
Subject: FW: Professional Development Seminar & Program Planning Conference

CoHorts,

The 2012 Professional Development Seminar and Program Planning Conference for Extension Horticulture will take place on June 6-8 in Corpus Christi. Our host is Michael Potter (thank you Michael).

Program details are being finalized and will be distributed soon. I have attached a tentative agenda. (note: the Professional Development Seminar will be on June 6 from 1pm-5pm, Educational Tours will be June 7, and the Program Planning Conference will be June 7 from 10:30am to 1:30pm and June 8 from 8am to noon).

A block of hotel rooms for the event is available for you to reserve at the Embassy Suites Corpus Christi 4337 S Padre Island Dr, TX, 78411 ($88 single and $120 double occupancy/night, State rate, plus city tax).

Please call and make your own reservations (which is under TAE). This hotel is state rate but has not been added to the Concur list yet.

We have an optional networking dinner planned for Thursday night – a minor baseball game: Corpus Christi Hooks vs Midland
The ticket is $25. which includes: ticket, hamburger or hot dog, chips & cookie & 2 beverages. We would like to get an estimated count. Please email Karin next week if you plan to attend by MAY 7.

One additional note: we would like to invite former Extension Horticulturists and CEA-HORTs to this event. Would you please forward this email to those that you have an email for and include me so I can capture the email for future communications. Thanks.

Any questions, please call Michael, Karin, or me.

Doug

Douglas F. Welsh, Ph.D.

Associate Department Head and Professor
Texas AgriLife Extension Service
Department of Horticultural Sciences
225 Horticulture/Forestry Building
Mail Stop 2134
College Station, TX 77843-2134
979-845-8568
979-845-8906 fax
dougwelsh@tamu.edu

Professional Development Seminar & Program Planning Conference

AgriLIFE EXTENSION
Texas A&M System

HORTICULTURE

June 6-8, 2012 Corpus Christi, Texas

Tentative Agenda

Wednesday - June 6, 2012

Professional Development Seminar
Location: Embassy Suites Corpus Christi 4337 S Padre Island Dr, TX, 78411

1:00pm-5:00pm	Topics to be announced
6:00pm	Networking Dinner - TBA

Thursday - June 7, 2012

Program Planning Conference

8:30am-10:30am	Tours: Texas Parks & Wildlife: Marine Development Center & Hatchery
10:30am-1:30pm	Program Planning & working lunch: • Departmental update • Program planning • Outcome plans • Upcoming events/programs • Coordination between specialist/agents Location: Texas Parks & Wildlife Conference Room
2:00pm-3:00pm	Tour Oso Growers, Inc. 1525 Ramfield Rd Corpus Christi, TX 78418
3:30pm-5:00pm	Tour South Texas Botanical Gardens 8545 South Staples Corpus Christi TX. 78413

Friday, June 8, 2012

Program Planning Conference
Location: Location: Embassy Suites Corpus Christi 4337 S Padre Island Dr, TX, 78411

8:30-noon Concurrent Sessions

County Master Gardener Coordinators Discussions
Facilitator: Jayla Fry

Crop Production Faculty Discussions
Facilitator: Monte Nesbitt

Noon Adjourn

Registration and Hotel Accommodations

IMPORTANT RSVP – by May 7
RSVP for conference and baseball game via email to Karin Wallace, Extension Assistant, kmwallace@ag.tamu.edu

Hotel Information: (This is a state-rate hotel. It will be added to the Concur list. You will book with the hotel and add your receipt to Concur after your trip.)

Hotel: Embassy Suites Corpus Christi 4337 S Padre Island Dr, TX ($88 single and $120 double occupancy/night, State rate, plus city tax)

Make hotel reservation yourself: reference - TAE

Registration Fee: $50.00 travel expenses and registration fee are to be covered by your individual county funds. Registration fee payable by check to Nueces Extension Program Foundation (NEPF). Mail to: 710 E Main Ave Ste 1 Robstown, TX 78380-3148. Or cash at the door.

Networking Dinner (Optional) – Minor League Baseball game: Corpus Christi Hooks vs Midland
$25. Includes: ticket, hamburger or hot dog, chips & cookie & 2 beers. Parking $5.
RSVP DEADLINE: May 7 to reserve your ticket.

Big Thank You to Michael Potter, CEA-HORT Nueces County, for Hosting the event.

For additional information contact...
Karin Wallace - kmwallace@ag.tamu.edu (979) 845-8565
Michael Potter – mpotter@ag.tamu.edu (361) 767-5217
Doug Welsh - dougwelsh@tamu.edu (979) 845-8568

Account Inquiry - FAINQ01A 11/15/11 10:10 am

Account No 2-1100-461-00-380-001-0-584 | Accounting Period 13 | Period | YTD | 305417 | pg 05 -1 1 1:

Acct. Year 2 | Previous Year Info. | Description TX AGRILIFE EXT-REGISTRATION FEES

Summary | Budgets | Open Encumb | Encumb Detail | All Encumb | Checks | Unposted Pay | Unprinted Pay | AJE | Recpts/Ir

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	2,000.00	2,000.00	150.00	70.00	1,780.00
02	.00	.00	5.00-	150.00	1,635.00
04	.00	.00	260.00	.00	1,375.00
05	.00	.00	240.00	.00	1,135.00
YTD	2,000.00	2,000.00	645.00	220.00	1,135.00
PRE	.00	.00	50.00	.00	50.00-
TOT	2,000.00	2,000.00	695.00	220.00	1,085.00

Account Inquiry - FAINQ01A 11/15/11 10:10 am

Account No 2-1100-461-00-380-001-0-583 Accounting Period 13 Period YTD 305188 pg 05 -1 1 1

Acct. Year 2 Previous Year Info. Description TX AGRILIFE EXT-TRAVEL OUT OF COUNTY

Summary | Budgets | Open Encumb | Encumb Detail | All Encumb | Checks | Unposted Pay | Unprinted Pay | AJE | Recpts/Ir

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	6,000.00	6,000.00	1,165.93	166.14	4,667.93
02	.00	.00	926.90-	929.52	4,665.31
03	.00	.00	349.32	103.79	4,212.20
04	.00	.00	341.55	108.00	3,762.65
05	.00	.00	390.27	93.99	3,278.39
YTD	6,000.00	6,000.00	1,320.17	1,401.44	3,278.39
PRE	.00	.00	192.42	.00	192.42-
TOT	6,000.00	6,000.00	1,512.59	1,401.44	3,085.97

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 05/15/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Hidalgo County Extension Service
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Christina L. Perez, CEA-4-H & Youth Development

EVENT INFORMATION

TITLE OF EVENT: 2012 Distict 12 4-H Horse Show

EVENT DATE(S) FROM: 06/08/12 TO: 06/08/12

DEPARTURE DATE: 06/08/12 RETURN DATE: 06/08/12

LOCATION OF EVENT: CITY: Robstown STATE: Texas

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

_____ To obtain statutorily required continuing professional education.
_____ To obtain continuing education related to an employee's work or maintenance of a license or certification.
_____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
V To participate in professional organizations related to the employee or official's job assignment. Youth Program
_____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.
_____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County
_____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
_____ To pursue the County's interests in litigation or criminal justice.
_____ To promote the economic development interests of the County.
_____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$0.00	
Subtotal for Object Code 584	$ -	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$0.00	
11. MEALS	$0.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ -	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ -0-	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

AIRFARE* _____
BUS** _____
Rental Car** _____
County Vehicle** _____
Private Vehicle** _____
OTHER** (Specify) _____

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

X Trip expenses are necessary and will be incurred for official county business.
X Reasonable efforts to minimize the use of county funds have been explored.
X Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
/ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
Barbara Ahrens	5/18/12	Noralinda Cruz	383-1026

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

_____ TRAVEL IS **APPROVED** for the individuals listed below:

_____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
Veronica Ortiz	5/24/12		252-1025

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:

2-1100-441-0038O-001-0-583+584

COUNTY AUDITOR'S FORM T.1.1 (01/10)

4-H and YOUTH DEVELOPMENT

AgriLIFE EXTENSION
Texas A&M System

May 7, 2012

MEMORANDUM

TO: County Extension Agents -4-H&YD
County Extension Agents -AG/NR

FROM: District 12 4-H Horse Show Planning Committee – South Cluster

Brad Cowan, Chair	Nora Garza
Omar Montemayor	Marco Ponce
Yolanda Morado	Jennifer Herrera
Omar Gonzales	Tony Reisinger

SUBJECT: **2012 DISTRICT 12 4-H HORSE SHOW**

The District 12 4-H Horse Show will be held on Friday, June 8, 2012 at the Richard M. Borchard Regional Fairgrounds located in Robstown. A tentative schedule of events is attached for your reference. Please review information in this letter for validation procedures, class offerings, and fees. It is important to note that entry fees have increased. However, this year the committee has planned to give a buckle for each Division champion plus Champion and Reserve Champion Horseman for a total of twelve buckles . Other awards will remain unaffected. We expect that this will add greatly and more equitably to the recognition of all divisions.

District 12 4-H Horse Show Registration Process:

- Registration will be online through 4-H CONNECT. Remember, only validated horses can be entered.
- Individual online registration will open **immediately through May 29, 2012**. Late registration will require a $40 late fee and will end on June 4th. No refunds will be given to a county or individual. No registrations will be accepted after the June 4th deadline. There will be no late registration allowed for any cattle classes (all must be entered by May 29th).
- Stall reservations must be made on 4-H CONNECT. Stall fees are $35/stall which includes 2 bales of shavings and will be reserved on a first come-first served basis.
- The Entry Summary Certification Form (enclosed) is to be completed and forwarded to the District Office by May 29, 2012. This may be submitted via email or Fax.

Participants must bring the following to the District Show:

- Current EIA (Coggins) test documentation which shows that the horse has tested negative for Equine Infectious Anemia. The test must be within 12 months of the date of the show.

Horse Validation & Certification for District/State Shows:

Be sure all your exhibitors have fulfilled the following requirements before they register:

- All horses have been validated via 4-H Connect
- All futurity horse nominations have been submitted

South District 12
2401 E Highway 83
Weslaco, Texas 78596
Tel. 956.968.5581
Fax.956.969.5639
l-saldana@tamu.edu

Educational programs of the Texas AgriLife Extension Service are open to all people without regard to race, color, sex, disability, religion, age, or national origin. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating

County Offices should have on file:

- Horse Project Validation Information (4-H Connect)
- Signed Assumption of Risk and Hold Harmless Agreement (attached).

The District 12 4-H Horse Show will be conducted in accordance with the 2012 Texas 4-H Horse Show Rule Book which can be accessed from the TAMU Animal Science website at http://animalscience.tamu.edu/academics/equine/state-4h-show/index.htm. The rules are revised annually and it is the responsibility of 4-H members, leaders, and parents to be familiar with the rules, 4-H Horse Program Objectives and 4-H Horse Show Philosophy Statement.

Community Service Project: Each county is asked to bring two horse-related items valued at $15.00 each to the D12 4-H Horse Show for a "Chance Auction". Please see attached flyer for more information.

Texas 4-H Horse Show Registration Process:
The 2012 Texas 4-H Horse Show will be held July 22 - 28, 2012 in Abilene. All 4-H members who wish to participate in any Qualifying Show in Abilene must first attend the District 12 4-H Horse Show to become eligible. However, participation in Open/Invitational events in Abilene does not require participation in the District 12 4-H Horse Show. The registration process is explained below:

- All state entry forms must be received in the District 12 office by June 19th.
- Forms must have all appropriate signatures (member, parent/guardian, agent)
- Online registration/payment must be complete by June 26th.

Finally, we are soliciting volunteer riders to carry the U.S., Texas, and 4-H flags into the arena as part of the opening ceremony. 4-H members can volunteer by making the appropriate selection on 4-H Connect. This year we are asking any 4-H member that is willing and able to present the flags in the opening ceremony on horseback to sign-up during online registration. Individuals will be contacted once all entries are received. While this was requested last year, with some that responded, we were not assured that we could do this safely. Use 4-H Connect to indicate interest and experience.

Please share this information with county faculty, 4-H members, parents and leaders. Questions about the 2012 District 12 4-H Horse Show can be directed to the planning committee chair, Brad Cowan.

Attachments for 4-H Coordinators:

Divisions & Fee Schedule
Schedule of Events
Map
Entry Summary Certification
Assumption of Risk and Hold Harmless Agreement
Registration Instructions
Community Service Project Flyer
Agent Assignments

2012 District 12 4-H Horse Show
Assignments and Responsibilities

District Horse Show Planning Committee	Brad Cowan, Chair Omar Montemayor Yolanda Morado Omar Gonzales Nora Garza Marco Ponce Jennifer Herrera Tony Reisinger
Registration & Check-In	Larry Perez, Richard Griffin, Luis Saldana
Announcer, Points & Records	Luis Saldana, Brad Cowan
Grounds and Arena Committee	Jaime Lopez, Larry Perez, Dale Rankin, Nikolo Guerra, Jeremy Garza
Line-up & Gate Committee	George Gonzales & Christine Sanchez
Timed Event Committee	Brad Cowan, Nikolo Guerra, Omar Gonzales, Isaac Cavazos, Sam Gavito (Flagger), Richard Griffin (Backup Timer)
English Event Committee	Marco Ponce, Enrique Perez, & Ronnie Zamora
Roping Committee	Isaac Cavazos, Omar Montemayor, Jaime Lopez, Joe Taylor
Awards Committee	Christina Perez, Council Officers
Photos	Niki Kaiser
Ring Stewards	Joe Taylor, Omar Montemayor
Grievance Committee	Planning Committee Members, Luis Saldana, Ruben Saldana

Schedule of Events

(Tentative and may change based on entries received)

Friday, June 8, 2012

8:00 a.m. . . . . Registration

9:00 a.m. . . . . Opening Ceremony (4-H members present colors on horseback)

. . . . . Roping Division
- Tie-Down Calf Roping
- Breakaway Roping
- Team Roping

. . . . . Timed Event Division
- Pole Bending
- Barrel Racing
- Stakes Race

. . . . . Halter Division
- Registered Geldings 4yrs & Under
- Registered Geldings 5yrs & Over
- Grade Geldings
  - Grand and Reserve Champion Gelding
- Registered Mares 4yrs & Under
- Registered Mares 5yrs & Over
- Grade Mares
  - Grand and Reserve Champion Mare

. . . . . Judged Western Division (*Part 1 of 2*)
- Showmanship at Halter

. . . . . Yearling Futurity Division
- Yearling Halter Gelding
- Yearling Halter Filly
- Yearling Long Line

. . . . . 2-Year-Old Futurity Division
- 2-Year-Old Futurity Pleasure Pattern
- 2-Year-Old Futurity Versatility
- 2-Year-Old Futurity Western Pleasure

. . . . . 3-Year-Old Futurity Division
- 3-Year-Old Futurity Pleasure
- 3-Year-Old Futurity Trail
- 3-Year-Old Futurity Reining
- 3-Year-Old Futurity Working Cow Horse

. . . . . Judged Western Division (*Part 2 of 2*)
- Western Pleasure
- Western Horsemanship
- Western Riding
- Western Trail

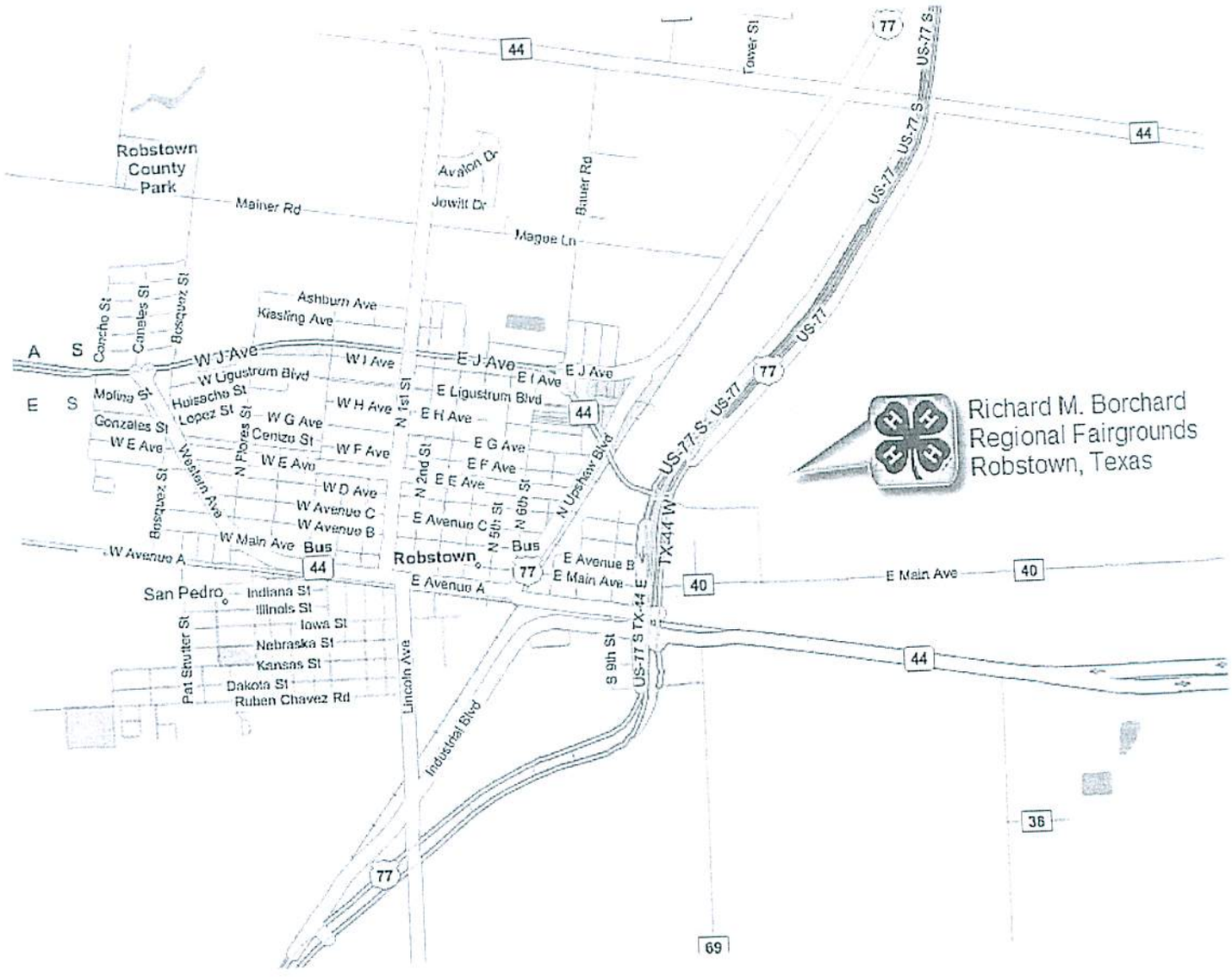
. . . . . Stock Horse Division
Working Cow Horse
Team Penning
Reining
Cutting
Stock Horse Trail
Stock Horse Pleasure

. . . . . Hunter-Flat Division
Hunter Showmanship
Hunter Under Saddle
Hunt Seat Equitation

. . . . . Hunter Over Fences Division
Working Hunter
Equitation Over Fences
Hunter Hack
Open Jumping

Vicinity Map

Richard M. Borchard Regional Fairgrounds
1213 Terry Shamsie Blvd.
Robstown, Texas 78380



AI-32516 **Comm. Court Executive Office 5. D.**

CC REGULAR

Meeting Date: 05/29/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pursuant to fuel policy, requesting approval to reimburse Tomas Salazar in the amount of $31.00 for the purchase of fuel for his county assigned vehicle due to fuel card not working properly

BACKGROUND

Acct. 2-1100-413-30-125-001-0-626
County Vehicle
2008 - F-150 Ford Truck
Asset #47735

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-413-00-125-001-0-626

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

BUDGETARY IMPACT:

Funds available as of 5/24/12 $1,250.00.

Attachments

receipt

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/23/2012 02:58 PM
Erika Zamora	Erika Zamora	05/24/2012 10:45 AM
Auditor's Office	Arcilia Duran	05/24/2012 01:41 PM
Purchasing Department	Monica Badillo	05/25/2012 03:31 PM

Form Started By: Monica Badillo Started On: 05/23/2012

Final Approval Date: 05/25/2012

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
	5/21/12	$31.00	Stripes

TOTAL $31.00

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

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

SIGNATURE: Tomas Salazar

TITLE: Courier
PERSON MAKING PURCHASE

Before me Monica Badillo, a Notary Public, appeared Tomas Salazar and on his oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. He / S further stated he / s requested payment of the same.

(SEAL) MONICA BADILLO NOTARY PUBLIC STATE OF TEXAS EXPIRES 04-21-2015

Monica Badillo
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVAL: DEPARTMENT HEAD

2-1100-413-30-125-001-0-626

APPROVAL: COUNTY AUDITOR

COUNTY AUDITOR'S FORM: MCJR-CA-004
REVISED: 01/01/2001

OC 5/29/12

Stripes # 9137
1218 E. Canton
Edinburg, TX

000124=MI 56,541 GAL 9,121

TP48570511-001 STRIPES 9137
1218 E CANTON RD
EDINBURG TX 78539

Descr.	qty	amount
UNLD CA #09	9.121G @ 3.399/ G	31.00
	Sub Total	31.00
	Tax	0.00
	TOTAL	31.00
	CASH $	31.00

THANKS, COME AGAIN
Diesel fuel contains up to 5.0%
biodiesel or renewable diesel
-state diesel tax $0.19 per gallon
REG# 0004 CSH# 018 DR# 01 TRAN# 47905
05/21/12 14:27:45 ST# 9137

AI-32541 **Comm. Court Executive Office 5. E.**

CC REGULAR

Meeting Date: 05/29/2012

Department Head: Valde Guerra **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of a Memorandum of Understanding (MOU) between Hidalgo County and Texas Department of Public Safety -(for the use of county owned building on 1212 S. 25th St., Edinburg, Texas to provide Drivers License Services)

BACKGROUND

To be used for approx. 1 year while the DPS Mcallen Office is renovated.
Herman Gray - 565-7101

Sam Silva, DPS

Beginning June 1, 2012- Aug. 31, 2013

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-419-40-220-001-0-411/622

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

BUDGETARY IMPACT:

Object Code 411: $85,656.28
Object Code 622: $514,808.18

Attachments

mou
EMAIL APPROVAL

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/24/2012 11:50 AM
Erika Zamora	Erika Zamora	05/25/2012 09:57 AM
Auditor's Office	Arcilia Duran	05/25/2012 02:18 PM
Purchasing Department	Marty Salazar	05/25/2012 02:27 PM

Form Started By: Monica Badillo Started On: 05/24/2012 09:36 AM

Final Approval Date: 05/25/2012

MEMORANDUM OF UNDERSTANDING

Between the Texas Department of Public Safety and Hidalgo County

This Memorandum of Understanding ("MOU") is entered into by and between the Texas Department of Public Safety ("TXDPS"), a Texas state agency, and Hidalgo County (the "County"), a political subdivision of the State of Texas, for the purpose of the County providing office space to TXDPS in Edinburg, Texas. Collectively, TXDPS and the County will be referred to as the "Parties" in this MOU.

A. PURPOSE:

Given the impending renovation and temporary closure of the TXDPS McAllen Driver License Office, TXDPS and the County have determined that it is in their mutual interest to establish a temporary TXDPS Driver License Office in Edinburg, Texas, in order to continue to serve the needs of the citizens of the County.

Further, the Parties have determined that it is in their mutual interest for TXDPS to establish a TXDPS Driver License Office to be located in an existing County building, located at 1212 S. 25th St. in Edinburg, Texas, 78539 and consisting of approximately 7500 square feet of office space.

In consideration of the services that TXDPS provides to the citizens of the County, the County agrees to lease the office space to TXDPS at no charge and as set forth under the terms of this MOU.

B. RESPONSIBILITIES OF BOTH PARTIES:

1. Each party warrants that it possesses adequate legal authority to enter into and perform this MOU;
2. Neither party shall have any liability whatsoever for the actions or omissions of an individual employed by the other party, regardless of where the individual's actions or omissions occurred. Each party is solely responsible for the actions and/or omissions of its own employees, officers, and agents. Where injury or property damage results from the joint or concurring acts and/or omissions of the Parties, liability, if any, shall be shared by each party in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provisions hereof be deemed a waiver for any defenses available by law;
3. Each party shall develop a communication plan and flowchart to keep the other party informed of any status changes at, or to, the aforementioned address; and
4. It is understood that each party will respectively bear all of its own costs incurred in carrying out its responsibilities as set forth in this MOU.

C. TXDPS RESPONSIBILITIES:

1. TXDPS shall assume all liability for damages to property and injury or death to persons as a result of or arising out of TXDPS, its employees', agents', representatives', and/or contractors' use of the premises and the improvements in connection therewith and located thereon;
2. TXDPS may use the premises and the improvements thereon solely for TXDPS exercising any of its lawful functions;
3. TXDPS shall not sublease or assign its use of the premises;
4. TXDPS shall take good and tenant-like care of the space and shall not permit waste or any illegal use thereof by itself or its employees, and shall not permit the operations of any activity contributing to or causing air, water, or soil pollution, or constituting a danger to the safety of human life or structures, and on notice by the County shall remedy any condition causing danger, harm, or pollution to air, soil, or water;
5. TXDPS shall provide its own: telephone system, to include local and long distance telephone service; internet access; and custodial services;
6. TXDPS shall provide its own furniture;
7. TXDPS shall provide its own telephone and/or computer network equipment, cabling, etc., after execution of this MOU and until termination of this MOU; and
8. TXDPS shall support the costs associated with the TXDPS responsibilities as outlined; no other costs or rental payments shall be incurred by TXDPS.

D. COUNTY RESPONSIBILITIES:

1. The County shall make approximately 7500 square feet of office space available for TXDPS use in the County building located at 1212 S. 25th St., Edinburg, Texas, 78539;
2. The County shall provide all repair and maintenance to the building, located at 1212 S. 25th St., Edinburg, Texas, 78539, to allow for TXDPS occupancy;
3. The County shall provide all electric utility service, water and wastewater utility service, waste disposal service, lawn maintenance services, and all building/facility or system maintenance (roofing, electrical, plumbing, HVAC, etc.);
4. The County shall ensure timely payment of invoices for utilities; and
5. The County shall provide adequate parking for TXDPS employees and customers.

E. DISPUTE RESOLUTION:

The dispute resolution process provided for in Texas Government Code, Chapter 2009 shall be used by the Parties to attempt to resolve any claim for breach of contract made by any of the Parties that cannot be resolved in the ordinary course of business.

F. TERM OF MEMORANDUM OF UNDERSTANDING:

The term of this MOU shall commence as of June 1, 2012, and shall remain in effect until August 31, 2013, unless cancelled sooner by either party in accordance with the terms described within this MOU.

G. CANCELLATION OR MODIFICATION OF AGREEMENT:

This MOU shall constitute the entire understanding of the parties with respect to the subject matter.

This MOU may be modified at any time in writing and by mutual consent of both Parties. Changes shall be in the form of a modification and shall become effective upon signature by authorized individuals representing both Parties.

This MOU may be cancelled for convenience by any party upon thirty (30) days written notice to the other party.

H. RELATIONSHIP OF PARTIES:

The Parties are only associated for the purposes and to the extent set forth herein, and with respect to the performance of services hereunder, the Parties shall be independent contractors and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to their duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability whatsoever with respect to the indebtedness, liabilities, and obligations of another party.

I. GOVERNING LAW:

This MOU shall be governed, construed, and enforced in accordance with the laws of the State of Texas.

J. MULTIPLE COUNTERPARTS

This MOU may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. In making proof of this MOU agreement, it shall not be necessary to produce or account for more than one such counterpart.

K. NOTICES:

All notices required or permitted under this MOU shall be in writing and shall be deemed delivered when actually received, or if earlier, on the third day following

deposit in the U.S. mail with proper postage affixed, addressed to the respective Parties at the addresses prescribed below or at such other address as the receiving party may have prescribed by notice to the sending party. Addresses for notices shall be as follows:

TXDPS: Texas Department of Public Safety
P.O. Box 4087
Austin, Texas 78773-0266
Attn: Assistant Director of Administration

THE COUNTY: The Honorable Ramon Garcia
Hidalgo County Judge
1615 S. Closner
Suite J
Edinburg, Texas 78539

L. CERTIFICATION:

IN WITNESS WHEREOF, the Parties have executed this MOU by the signatures of the duly authorized representatives of each on the dates indicated.

_____ _____
Cheryl MacBride, Deputy Director - Services Date
Texas Department of Public Safety

_____ _____
The Honorable Ramon Garcia Date
Hidalgo County Judge

ATTEST:

By:_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney

By:_____
Josephine Ramirez Solis
Assistant District Attorney

AI-32524 **Constables 6. A.**

CC REGULAR

Meeting Date: 05/29/2012

Submitted By: Rachel Cavazos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. #3 STOP Truancy (1285)
1. Approval to renew Interlocal Agreements between Hidalgo County and the following school districts - (STOP Truancy Program) for the 2012-2013 school year:
   a. La Joya ISD
   b. Mission CISD
   c. Sharyland ISD

BACKGROUND

Agreements to be effective 9/1/12 to 8/31/13 for FY 2013 (2012-2013 school year)

50% Funding by District:
La Joya ISD - $25,049.40
Mission CISD - $27,344.79
Sharyland ISD - $26,861.55
Total - $79,255.74

50% cash match portion by Co. is $79,255.74; total appropriation is $158,511.48 (school district funding and Co. cash match)

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1285-421-00-293-005-3-XXX

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

BUDGETARY IMPACT:

Certification of revenues, appropriation of funds, and approval of salary schedule will be done at a later date, once interlocals are executed by school districts.

Attachments

2012-2013 Salary Analysis
Email with Legal's approval
Mission CISD interlocal agreement
La Joya ISD interlocal agreement
Sharyland ISD interlocal agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/23/2012 04:36 PM

Ivan Cantu	Ivan Cantu	05/25/2012 11:42 AM
Sylvia Solis	Sylvia Solis	05/25/2012 02:05 PM
Purchasing Department	Monica Badillo	05/25/2012 03:31 PM

Form Started By: Rachel Cavazos Started On: 05/23/2012 03:39 PM

Final Approval Date: 05/25/2012

HIDALGO COUNTY CONSTABLE PCT. 3

STOP TRUANCY

Salaries Worksheet

2012-2013 School (Fisical) Year

		SCHOOL DISTRICTS			
	RATE	MISSION	LA JOYA	SHARYLAND	TOTAL
Salary		$ 41,800.00	$ 38,000.00	$ 38,000.00	$ 117,800.00
Longevity		$ -	$ -	$ -	$ -
Supplement Pay		$ -	$ -	$ 3,000.00	$ 3,000.00
TOTAL SALARY w/o fringe		**$ 41,800.00**	**$ 38,000.00**	**$ 41,000.00**	**$ 120,800.00**
Clothing Allowance		$ -	$ -	$ -	$ -
Health Insurance	$ 4,164.00	$ 4,164.00	$ 4,164.00	$ 4,164.00	$ 12,492.00
Life Insurance	$ 27.00	$ 27.00	$ 27.00	$ 27.00	$ 81.00
FICA	7.6500%	$ 3,197.70	$ 2,907.00	$ 3,136.50	$ 9,241.20
Retirement	9.9500%	$ 4,159.10	$ 3,781.00	$ 4,079.50	$ 12,019.60
Unemployment	0.5000%	$ 209.00	$ 190.00	$ 205.00	$ 604.00
Workers Compensation	2.7100%	$ 1,132.78	$ 1,029.80	$ 1,111.10	$ 3,273.68
TOTAL SALARY with fringes		**$ 54,689.58**	**$ 50,098.80**	**$ 53,723.10**	**$ 158,511.48**

SCHOOL FUNDING	**50%**	**$ 27,344.79**	**$ 25,049.40**	**$ 26,861.55**	**$ 79,255.74**
CASH MATCH	**50%**	**$ 27,344.79**	**$ 25,049.40**	**$ 26,861.55**	**$ 79,255.74**

ivan.cantu

From: Larry Gallardo <larry.gallardo@co.hidalgo.tx.us>
Sent: Friday, May 25, 2012 11:26 AM
To: ivan.cantu; benito.luna@auditors.co.hidalgo.tx.us
Subject: Fwd: RE: Project STOP

Larry Gallardo
Hidalgo County Constable Pct. 3
730 North Breyfogle, Suite B
Mission, Texas 78574
(956) 581-6800 Office
(956) 519-4245 Fax
larry.gallardo@co.hidalgo.tx.us

---- Original Message ----
From: "Steve Crain" <scrain@atlashall.com>
Sent: 5/25/2012 1:55:14 AM
To: "'Larry Gallardo'" <larry.gallardo@co.hidalgo.tx.us>
Subject: RE: Project STOP

The agreements are fine.

From: Larry Gallardo [mailto:larry.gallardo@co.hidalgo.tx.us]
Sent: Thursday, May 24, 2012 3:31 PM
To: scrain@atlashall.com
Subject: Project STOP

Steve, It's time to renew interlocals for Project STOP. Can you please review contracts for Mission, La Joya and Sharyland school districts. This item is on the agenda for next week. These are the same contracts that have been used in the past. The only thing that has changed is the dates and amount of funds. I am only requesting approval to renew at this time so I can send them to the school districts for their approval and don't want any issues with auditor. Please call if you have any questions. My cell is 239-3368.

Larry Gallardo
Hidalgo County Constable Pct. 3
730 North Breyfogle, Suite B
Mission, Texas 78574
(956) 581-6800 Office
(956) 519-4245 Fax
larry.gallardo@co.hidalgo.tx.us

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the ____ day of _____, 2012, by and between **MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County previously received the Project S.T.O.P. (Stop Truancy On Patrol) (the "Project") Grant from the Office of the Governor Criminal Justice Division (the "Grant") in September 2002 for a period of four (4) years;

WHEREAS, the Grant was administered through the Office of Constable Precinct 3 since its inception;

WHEREAS, the parties desire to continue the Project although no grant funds are available;

WHEREAS, the parties desire to continue the Project by each party hereto contributing one-half of the cost of the Project;

WHEREAS, the purpose of the Project is to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students;

WHEREAS, the parties hereto are each responsible for one match payment of Twenty Seven Thousand Three Hundred and Forty Four and 79/100 Dollars ($27,344.79).

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

1. County will, pursuant to its applicable personnel policies, rules and procedures, hire a commissioned peace officer and the necessary support staff to continue the Project at the District. The County peace officer shall us his best efforts to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention and prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students.

2. During the term this Agreement, such peace officer at all times, shall remain and be treated as an employee of the County and shall be subject to all applicable personnel policies, rules and procedures of the County.

3. In addition to the duties identified in paragraph 1 herein, the County agrees that such peace officer assigned to the District shall use his best efforts to respond to emergencies or other exigent circumstances which may exist at District campuses and facilities during regular school hours in which the response of a peace officer would be appropriate. However, the peace officer shall use his sole judgment and/or discretion to determine whether the situation merits an emergency or exigent circumstance requiring response by such officer. The District agrees that the County shall not be liable for failure to respond to any incident at a District campus or facility.

4. The parties agree that the peace officer will not be required to perform any school administrative duties other than those identified herein, nor will the peace officer be required to perform the duties of a District security guard.

5. The parties agree that the peace officer shall perform the functions of an attendance officer in accordance with the Texas Education Code Section 25.091, in which the peace officer shall be authorized to: (1) investigate each case of a violation of compulsory school attendance requirements referred to the peace officer; (2) enforce compulsory school attendance requirement; (3) to serve court-ordered legal process; (4) to review school attendance records for compliance by each student investigated by the officer; (5) to maintain an investigative record on each compulsory school attendance requirement violation and related court action, and at the request of a court, the board of trustees of a school district, or the commissioner, to provide a record to the individual or entity requesting the record; (6) to make a home visit or otherwise contact the parent of a student who is in violation of compensatory attendance requirements; and (7) to take a student into custody with the permission of the student's parent or in obedience to a court-ordered legal process.

6. **Term.** The period of performance of this Agreement shall commence on September 1, 2012 and terminate on August 31, 2013. Either party shall have to right to terminate this Agreement with or without cause upon sixty (60) days written notice.

7. **Work Hours.** The peace officer shall be assigned to District business from 8:00 a.m. to 5 p.m., Monday through Friday and any other times required to fulfill the goals and objectives of the Program (i.e., Saturday juvenile education and training sessions) (collectively, "Normal Work Hours"), and at times other than Normal Work Hours upon mutual written agreement between the District and County.

8. **Time Off.** Any vacation, overtime or compensatory time earned by the peace officer shall be used or paid prior to the expiration of this Agreement. The County agrees to notify the District's Humor Resource's Department when the peace officer takes sick leave or has scheduled vacation, overtime or compensatory time off in accordance with County notice provisions.

9. The County, through the Constable's Office, may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring and retention of County personnel shall remain the sole prerogative of the Constable's Office. However, should the District believe that the peace officer is not fulfilling his/her job duties or meeting the District's expected performance standards under this Agreement, the District shall notify the Constable with specific information regarding such nonperformance. The county shall, within fifteen (15) days, correct the unsatisfactory performance. Should the County fail to correct or address the District's nonperformance concerns, the District shall have the prerogative to terminate this Agreement upon an additional fifteen (15) days written notice to the County.

10. Upon the County's receipt of payment from the District, the County shall fund the amount of Twenty Seven Thousand Three Hundred and Forty Four and 79/100 Dollars ($27,344.79) for its one-half share of the Project.

11. Within fifteen (15) days of receiving an invoice from the County, the District agrees to pay to the County the one match payment in the amount of Twenty Seven Thousand Three Hundred and Forty Four and 79/100 Dollars ($27,344.79) as consideration to the County for the continued implementation of the Project at the District.

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

13. The County may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring, and retention of County personnel shall remain the sole prerogative of the County.

14. Termination. Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

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

16. 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.

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

18. 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 JURISDICITION IN HIDALGO, TEXAS.

19. **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 District: Mission Consolidated Independent School District
Attention: Dr. Cornelio Gonzalez, Superintendent
1201 Bryce Drive
Mission, Texas 78572

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
PO Box 1356
Edinburg, Texas 78540-1356

With Copy to: Hidalgo County Constable Precinct No. 3
Attention: Constable Lazaro Gallardo, Jr.
730 N. Breyfogle, Suite B
Mission, Texas 78574

20. **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.

21. **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 Agreements

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

23. **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.

24. **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.

25. **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 District and County in accordance with its terms.

26. **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.

27. **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. Lox. Govt. Code Ann. 271.903.

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

MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

_____
Dr. Sonia M. Trevino, President, Board of Trustees

ATTEST:

_____
Patty Bazaldua, Secretary, Board of Trustees

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN
LA JOYA INDEPENDENT SCHOOL DISTRICT
AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the ____ day of _____, 2012, by and between **LA JOYA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County previously received the Project S.T.O.P. (Stop Truancy On Patrol) (the "Project") Grant from the Office of the Governor Criminal Justice Division (the "Grant") in September 2002 for a period of four (4) years;

WHEREAS, the Grant was administered through the Office of Constable Precinct 3 since its inception;

WHEREAS, the parties desire to continue the Project although no grant funds are available;

WHEREAS, the parties desire to continue the Project by each party hereto contributing one-half of the cost of the Project;

WHEREAS, the purpose of the Project is to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students;

WHEREAS, the parties hereto are each responsible for one match payment of Twenty Five Thousand and Forty Nine and 40/100 Dollars ($25,049.40).

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

1. County will, pursuant to its applicable personnel policies, rules and procedures, hire commissioned peace officers and the necessary support staff to continue the Project at the District. During the term of this Agreement, such peace officers at all times shall remain and be treated as employees of the County and shall be subject to all applicable personnel policies, rules and procedures of the County.

2. Within fifteen (15) days of receiving an invoice from the County, the District agrees to pay to the County the one match payment in the amount of Twenty Five Thousand and Forty Nine and 40/100 Dollars ($25,049.40) as consideration to the County for the continued implementation of the Project at the District.

3. Upon the County's receipt of payment from the District, the County shall fund the amount of Twenty Five Thousand and Forty Nine and 40/100 Dollars ($25,049.40) for its one-half share of the Project.

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

5. The County may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring, and retention of County personnel shall remain the sole prerogative of the County.

6. **Term.** The term of this Agreement shall commence immediately upon execution of this Agreement and shall continue through the end of the District's 2013 spring semester.

7. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

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

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 County and District, 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 District:	La Joya Independent School District Attention: Dr. Aida T. Benavides, Superintendent 201 E. Expressway 83 La Joya, Texas 78560
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge P.O. Box 1356 Edinburg, Texas 78540-1356
with copy to :	Hidalgo County Constable Precinct No. 3 Attention: Constable Lazaro Gallardo, Jr. 730 N. Breyfogle, Suite B Mission, Texas 78574

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 District and County in accordance with its terms.

19. **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.

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

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

LA JOYA INDEPENDENT SCHOOL DISTRICT

_____
Arnoldo Ochoa, President, Board of Trustees

ATTEST:

_____
Narciso Solis, Secretary, Board of Trustees

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo. Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN SHARYLAND INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the ____ day of _____, 2012, by and between **SHARYLAND INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, in September 2002, the County was the recipient of Project S.T.O.P. (Stop Truancy on Patrol), a grant from the Office of the Governor's Criminal Justice Division (the "Project") for a period of four (4) years;

WHEREAS, the purpose of the Project is to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students;

WHEREAS, the Project, which has been administered through Hidalgo County Precinct No. 3 Constable's Office since its inception, is now expiring and the County and District desire to continue the Project during the 2012-2013 school year using their own funds;

WHEREAS, each party desires to contribute one-half of the costs associated with administering the Project at the District;

WHEREAS, in addition to the Project's goals and objectives, the District has requested that a County peace officer be available to assist the District by responding to emergencies or other exigent circumstances at a District campus or facility in which the response of a peace officer would be appropriate;

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

1. County will, pursuant to its applicable personnel policies, rules and procedures, hire a commissioned peace officer and the necessary support staff to continue the Project at the District. The County peace officer shall use his best efforts to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students.

2. During the term of this Agreement, such peace officer at all times, shall remain and be treated as an employee of the County and shall be subject to all applicable personnel policies, rules and procedures of the County.

3. In addition to the duties identified in paragraph 1 herein, the County agrees that such peace officer assigned to the District shall use his best efforts to respond to emergencies or other exigent circumstances which may exist at District campuses and facilities during regular school hours in which the response of a peace officer would be appropriate. However, the peace officer shall use his sole judgment and/or discretion to determine whether the situation merits an emergency or exigent circumstance requiring response by such officer. The District agrees that the County shall not be liable for failure to respond to any incident at a District campus or facility.

4. The parties agree that the peace officer will not be required to perform any school administrative duties other than those identified herein, nor will the peace officer be required to perform the duties of a District security guard.

5. The parties agree that the peace officer shall perform the functions of an attendance officer in accordance with Texas Education Code Section 25.091, in which the peace officer shall be authorized to: (1) investigate each case of a violation of compulsory school attendance requirements referred to the peace officer; (2) enforce compulsory school attendance requirements; (3) to serve court-ordered legal process; (4) to review school attendance records for compliance by each student investigated by the officer; (5) to maintain an investigative record on each compulsory school attendance requirement violation and related court action, and at the request of a court, the board of trustees of a school district, or the commissioner, to provide a record to the individual or entity requesting the record; (6) to make a home visit or otherwise contact the parent of a student who is in violation of compensatory attendance requirements; and (7) to take a student into custody with the permission of the student's parent or in obedience to a court-ordered legal process.

6. **Term**. The period of performance of this Agreement shall commence on September 1, 2012 and terminate on August 31, 2013. Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

7. **Work Hours.** The peace officer shall be assigned to District business from 8 a.m. to 5 p.m., Monday through Friday and any other times required to fulfill the goals and objectives of the Program (i.e., Saturday juvenile education and training sessions) (collectively, "Normal Work Hours"), and at times other than Normal Work Hours upon mutual written agreement between the District and County.

8. **Time Off**. Any vacation, overtime or compensatory time earned by the peace officer shall be used or paid prior to the expiration of this Agreement. The County agrees to notify the District's Human Resource's Department when the peace officer takes sick leave or has scheduled vacation, overtime or compensatory time off in accordance with County notice provisions.

9. The County, through the Constable's Office, may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring and retention of County personnel shall remain the sole prerogative of the Constable's Office. However, should the District believe that the peace officer is not fulfilling his/her job duties or meeting the District's expected performance standards under this Agreement, the District shall notify the Constable with specific information regarding such nonperformance. The County shall, within fifteen (15) days, correct the unsatisfactory performance. Should the County fail to correct or address the District's nonperformance concerns, the District shall have the prerogative to terminate this Agreement upon an additional fifteen (15) days written notice to the County.

10. Upon the County's receipt of the payment from the District, the County shall fund the amount of Twenty Six Thousand Eight Hundred and Sixty One and 55/100 Dollars ($26,861.55) for its one-half share of the Project.

11. Within fifteen (15) days of receiving an invoice from the County, the District agrees to pay to the County the one match payment in the amount of Twenty Six Thousand Eight Hundred and Sixty One and 55/100 Dollars ($26,861.55) as consideration to the County for the continued implementation of the Project at the District.

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

13. The County may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring, and retention of County personnel shall remain the sole prerogative of the County.

14. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

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

this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

16. **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.

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

18. **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.

19. **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 District:	Sharyland Independent School District Attention: Filomena Leo, Interim Superintendent 1106 N. Shary Road Mission, Texas 78572
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge P.O. Box 1356 Edinburg, Texas 78540-1356
with copy to :	Hidalgo County Constable Precinct No. 3 Attention: Constable Lazaro Gallardo, Jr. 730 N. Breyfogle, Suite B Mission, Texas 78574

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.

20. **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.

21. **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.

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

23. **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.

24. **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.

25. **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 District and County in accordance with its terms.

26. **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.

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

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

SHARYLAND INDEPENDENT SCHOOL DISTRICT

_____
Dr. Noe Oliveira, President, Board of Trustees

ATTEST:

_____
Dr. Noe O. Garza, Secretary, Board of Trustees

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain

AI-32571 **County Judge's Office 7. A.**

CC REGULAR

Meeting Date: 05/29/2012

Department Head: Co. Judge **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: COUNTY JUDGE

Information

CAPTION

County Judge (1100):
1. Approval to transfer the Public Affairs staff from Executive Office to the County Judge's Office as follows:

Emp #	Position Title	FROM		TO		Budgeted Salary
		Dept	Slot No.	Dept.	Slot No.	
161195	Operations Administrator	Executive Office	0001	County Judge	0037	$68,137.00
154679	Multi Media Coordinator	Executive Office	0002	County Judge	0038	$60,949.00
181226	Clerk I	Executive Office	0004	County Judge	0039	$18,564.00
185531	Public Affairs Specialist I	Executive Office	0011	County Judge	0040	$37,109.00

2. Appointment of Hidalgo County Public Information Officer.
3. Approval of interdepartmental transfer.
4. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** See Below

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

BUDGETARY IMPACT:

EXECUTIVE OFFICE (2-1100-413-00-125-001-0-XXX)

No Budgetary Impact - Positions and funding will be tranferred to the Co. Judge's Office

COUNTY JUDGE (2-1100-413-00-110-006-0-XXX)

Funding available for the transfer of positions from Executive Office.

Attachments

Fiscal Note

Revised salary schedules

Interdept.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	05/25/2012 03:31 PM
Form Started By: Sylvia Solis		Started On: 05/25/2012

Final Approval Date: 05/25/2012

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, May 29, 2012** **Agenda Item:** 32571

Summary of request/proposal:

EXECUTIVE OFFICE (1100):

1. Approval to transfer the Public Affairs staff from Executive Office to the County Judge's Office as follows:

Fund	Position	Slot#	Obj	G	S	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	Operations Administrator	0001	113	16	5	68,137.00	0.00	(68,137.00)
1100	Multi Media Coordinator	0002	113	16	2	60,949.00	0.00	(60,949.00)
1100	Clerk I	0004	113	1	1	18,564.00	0.00	(18,564.00)
1100	Public Affairs Specialist I	0011	113	10	1	37,109.00	0.00	(37,109.00)
						184,759.00	0.00	(184,759.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1100-413-00-125-001-0-	113	EXECUTIVE OFFICE -	REG F/T EMPLOYEES	($109,722.78)
2-1100-413-00-125-001-0-	211	EXECUTIVE OFFICE -	HEALTH INSURANCE	($9,891.48)
2-1100-413-00-125-001-0-	212	EXECUTIVE OFFICE -	LIFE INSURANCE	($64.12)
2-1100-413-00-125-001-0-	220	EXECUTIVE OFFICE -	FICA	($8,393.79)
2-1100-413-00-125-001-0-	230	EXECUTIVE OFFICE -	RETIREMENT	($10,917.42)
2-1100-413-00-125-001-0-	250	EXECUTIVE OFFICE -	UNEMPLOYMENT COMP	($548.61)
2-1100-413-00-125-001-0-	260	EXECUTIVE OFFICE -	WORKER'S COMP	$0.00
			2012 Budgetary Impact	($139,538.20)

2013 Budgetary Impact: ($234,964.38)

Possible Funding Sources: NO BUDGETARY IMPACT -
POSITIONS AND THE FUNDS WILL BE TRANSFERRED TO CO. JUDGE'S ACCT.

Comments:

Hidalgo Co. Budget Office
2/3/2005

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, May 29, 2012** **Agenda Item:** 32571

Summary of request/proposal:

COUNTY JUDGE (1100):

1. Approval to transfer the Public Affairs staff from Executive Office to the County Judge's Office as follows:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1100	Operations Administrator	0037	113	0.00	68,137.00	68,137.00
1100	Multi Media Coordinator	0038	113	0.00	60,949.00	60,949.00
1100	Clerk I	0039	113	0.00	18,564.00	18,564.00
1100	Public Affairs Specialist I	0040	113	0.00	37,109.00	37,109.00
				0.00	184,759.00	184,759.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
2-1100-413-00-110-006-0- 113	COUNTY JUDGE -	REG F/T EMPLOYEES	$109,722.78
2-1100-413-00-110-006-0- 211	COUNTY JUDGE -	HEALTH INSURANCE	$9,891.48
2-1100-413-00-110-006-0- 212	COUNTY JUDGE -	LIFE INSURANCE	$64.12
2-1100-413-00-110-006-0- 220	COUNTY JUDGE -	FICA	$8,393.79
2-1100-413-00-110-006-0- 230	COUNTY JUDGE -	RETIREMENT	$10,917.42
2-1100-413-00-110-006-0- 250	COUNTY JUDGE -	UNEMPLOYMENT COMP	$548.61
2-1100-413-00-110-006-0- 260	COUNTY JUDGE -	WORKER'S COMP	$0.00
		2012 Budgetary Impact	$139,538.20

2013 Budgetary Impact $234,964.38

Possible Funding Sources: EXECUTIVE OFFICE FUNDS
PENDING APPROVAL OF INTERDEPT. TRANSFER

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-413-00-125-001-0

EXECUTIVE OFFICE

AI- 32571

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~~	~~OPERATIONS ADMINISTRATOR~~	~~16~~	~~5~~	~~$67,132.00~~	~~$67,132.00~~	~~$68,137.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$68,137.00~~
~~0002~~	~~113~~	~~MULTI MEDIA COORDINATOR~~	~~16~~	~~2~~	~~$60,949.00~~	~~$60,949.00~~	~~$60,949.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$60,949.00~~
~~0004~~	~~113~~	~~CLERK I~~	~~1~~	~~1~~	~~$18,564.00~~	~~$18,564.00~~	~~$18,564.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$18,564.00~~
0005	113	ENVIRONMENTAL COMPLIANCE COORDINAT	0	0	$0.00	$76,331.00	$60,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60,000.00
0006	113	COURIER	2	5	$22,857.00	$22,857.00	$22,857.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,857.00
0007	112	COMMISSIONER'S COURT EXECUTIVE OFFICI	0	0	$0.00	$123,534.00	$123,534.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$124,974.00
0009	113	ADMINISTRATIVE ASSISTANT IV	10	1	$37,109.00	$37,109.00	$37,109.00	$360.00	$0.00	$0.00	$0.00	$0.00	$37,469.00
0010	113	COMMISSIONERS' COURT ADMINISTRATOR	16	3	$63,010.00	$63,010.00	$63,010.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$64,090.00
~~0011~~	~~113~~	~~PUBLIC AFFAIRS 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~~
0012	113	ENVIRONMENTAL COMPLIANCE MONITOR	9	1	$34,360.00	$34,360.00	$34,360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,360.00
0013	113	ADMINISTRATIVE ASSISTANT III	8	1	$31,815.00	$31,815.00	$31,815.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,815.00
0014	113	ADMINISTRATIVE ASSISTANT III	8	1	$31,815.00	$31,815.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
					$220,966.00	$420,831.00	$557,444.00	$2,880.00	$0.00	$0.00	$0.00	$0.00	$560,324.00

Approval to transfer-out the Public Affairs staff from Executive Office to the County Judge's Office as highlighted above.
All personnel actions pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-413-00-110-006-0

AI - 32571

CO JUDGE

Slot #	Obj Code	POSITION TITLE	2011 BUDGETED SALARY	2012 ADJUSTED SALARY	2012 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2012 BUDGETED SALARY APPROVED	2012 ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY JUDGE	$114,660.00	$0.00	$114,660.00	0	$0.00	$0.00	$114,660.00	$114,660.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$122,660.00
0002	113	CHIEF ADMIN	$81,440.00	$0.00	$81,440.00	0	$0.00	$0.00	$81,440.00	$81,440.00	$0.00	$0.00	$0.00	$3,900.00	$0.00	$85,340.00
0003	113	ASSISTANT CHIEF ADMINISTRATOR	$76,331.00	($8,331.00)	$68,000.00	0	$0.00	$0.00	$68,000.00	$68,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$68,000.00
0007	113	EXECUTIVE ASSISTANT III	$41,006.00	$18,994.00	$60,000.00	0	$0.00	$0.00	$60,000.00	$60,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60,000.00
0011	113	EXECUTIVE ASST	$48,657.00	$0.00	$48,657.00	0	$0.00	$0.00	$48,657.00	$48,657.00	$0.00	$0.00	$0.00	$0.00	$0.00	$48,657.00
0012	113	ADMINISTRATIVE ASSISTANT	$46,956.00	$0.00	$46,956.00	0	$0.00	($4,956.00)	$42,000.00	$42,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$42,300.00
0018	113	ADMINISTRATIVE AIDE II	$45,046.00	$0.00	$45,046.00	0	$0.00	$0.00	$45,046.00	$45,046.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45,046.00
0024	113	ADMINISTRATIVE ASSISTANT	$52,416.00	($12,416.00)	$40,000.00	0	$0.00	$0.00	$40,000.00	$40,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,000.00
0028	113	EXECUTIVE ASSISTANT III	$0.00	$58,000.00	$58,000.00	0	$0.00	$0.00	$58,000.00	$58,000.00	$0.00	$0.00	$0.00	$4,000.00	$0.00	$62,000.00
0029	113	ADMINISTRATIVE ASSISTANT III	$0.00	$35,000.00	$35,000.00	0	$0.00	$0.00	$35,000.00	$35,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,000.00
0031	113	EXECUTIVE ASSISTANT II	$0.00	$50,000.00	$50,000.00	0	$0.00	$0.00	$50,000.00	$50,000.00	$540.00	$0.00	$0.00	$0.00	$0.00	$50,540.00
0032	113	ECONOMIC DEVELOPMENT PLANNER I	$0.00	$50,487.00	$50,487.00	0	$0.00	$0.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$4,000.00	$0.00	$54,487.00
0033	114	ADMINISTRATIVE AIDE II	$0.00	$35,000.00	$35,000.00	0	$0.00	$0.00	$35,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0035	113	DIRECTOR, ECONOMIC DEVELOPMENT	$0.00	$68,000.00	$68,000.00	0	$0.00	$0.00	$68,000.00	$68,000.00	$0.00	$0.00	$0.00	$4,000.00	$0.00	$72,000.00
0036	113	CLERK II	$0.00	$21,653.00	$21,653.00	0	$0.00	$0.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		TRANSFER-IN THE FOLLOWING POSITIONS FROM EXECUTIVE OFFICE (125-001) TO CO. JUDGE (110-006)														
0037	**113**	**OPERATIONS ADMINISTRATOR**	**$0.00**	**$68,137.00**	**$68,137.00**	**0**	**$0.00**	**$0.00**	**$68,137.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0038	**113**	**MULTI MEDIA COORDINATOR**	**$0.00**	**$60,949.00**	**$60,949.00**	**0**	**$0.00**	**$0.00**	**$60,949.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0039	**113**	**CLERK I**	**$0.00**	**$18,564.00**	**$18,564.00**	**0**	**$0.00**	**$0.00**	**$18,564.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0040	**113**	**PUBLIC AFFAIRS SPECIALIST I**	**$0.00**	**$37,109.00**	**$37,109.00**	**0**	**$0.00**	**$0.00**	**$37,109.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$506,512.00	$501,146.00	$1,007,658.00		$0.00	($4,956.00)	$1,002,702.00	$761,290.00	$840.00	$0.00	$0.00	$23,900.00	$0.00	$786,030.00

Approval to transfer-in the Public Affairs staff from Executive Office to the County Judge's Office as highlighted above.
All personnel actions pending CC approval.

DATE: May 29, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2012
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for County Judge

ACCOUNT NUMBER: 2-1100-413-00-1XX-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
2-1100-413-00-125-001-0-	113	EXECUTIVE OFFICE -	REG F/T EMPLOYEES	($109,722.78)
2-1100-413-00-125-001-0-	211	EXECUTIVE OFFICE -	HEALTH	($9,891.48)
2-1100-413-00-125-001-0-	212	EXECUTIVE OFFICE -	LIFE	($64.12)
2-1100-413-00-125-001-0-	220	EXECUTIVE OFFICE -	FICA	($8,393.79)
2-1100-413-00-125-001-0-	230	EXECUTIVE OFFICE -	RETIREMENT	($10,917.42)
2-1100-413-00-125-001-0-	250	EXECUTIVE OFFICE -	UNEMPLOYMENT COMP	($548.61)
TO				
2-1100-413-00-110-006-0-	113	COUNTY JUDGE -	REG F/T EMPLOYEES	$109,722.78
2-1100-413-00-110-006-0-	211	COUNTY JUDGE -	HEALTH	$9,891.48
2-1100-413-00-110-006-0-	212	COUNTY JUDGE -	LIFE	$64.12
2-1100-413-00-110-006-0-	220	COUNTY JUDGE -	FICA	$8,393.79
2-1100-413-00-110-006-0-	230	COUNTY JUDGE -	RETIREMENT	$10,917.42
2-1100-413-00-110-006-0-	250	COUNTY JUDGE -	UNEMPLOYMENT COMP	$548.61
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund the transfer of four (4) Public Affairs staff positions and employees from the Executive Office (125-001) to the Co Judge's Office (110-006). (Positions include the Operations Administrator, Multi Media Coordinator, Clerk I and Public Affairs Specialist I.)

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

AI-32328 **Sheriff's Office 8. A.**

CC REGULAR

Meeting Date: 05/29/2012

Department Head: Captain Rodolfo Espinoza **Submitted By:** Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of resolution to adopt the LRGVDC Region 1 Regional Interoperable Communications Plan (RICP).
2. Approval for County Judge, as authorized official, to sign resolution.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

resolution

RICP.plan

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	05/14/2012 10:36 AM
Budget & Management	Merlen P. Munoz	05/16/2012 11:54 AM
Auditor's Office	Arcilia Duran	05/22/2012 09:57 AM
Purchasing Department	Marty Salazar	05/23/2012 11:01 AM

Form Started By: Emilia Uriegas Started On: 05/11/2012 02:45 PM

Final Approval Date: 05/23/2012

RESOLUTION

ORDER ADOPTING THE LOWER RIO GRANDE VALLEY REGIONAL INTEROPERABILITY COMMUNICATION PLAN/STANDARD OPERATING PROCEDURES (SOP)

Whereas, the County of Hidalgo is working with local governments and others in equipment standardization; and

Whereas, the health, safety and welfare of public safety in the Lower Rio Grande Valley is threatened by a variety of natural and technological hazards including terrorism; and

Whereas, the Department of Homeland Security, and the State of Texas, in coordination with Council of Governments in Texas seek to address regional standardization of training, equipment, and exercise; and

Whereas, the County of Hidalgo is the appropriate agency of local governments to coordinate the aforementioned assistance with guidance and leadership from the Regional Communications Committee and the State of Texas.

NOW, THEREFORE, BE IT ORDERED by the Commissioners Court of Hidalgo County:

That the Lower Rio Grande Valley Regional Interoperability Communication/Plan Standard Operating Procedures (SOP's) proposed by the Lower Rio Grande Valley Development Council be endorsed as submitted by the Regional Communications Committee.

BE IT FURTHER ORDERED that this ORDER will also serve as the official review and adoption by Hidalgo County as requested by the Lower Rio Grande Valley Development Council.

BE IT FURTHER ORDERED that this ORDER shall be in effect immediately upon its adoption.

PASSED, APPROVED AND ORDERED this ____day of _____, 2012.

ATTEST:

_____

Ramon Garcia, County Judge

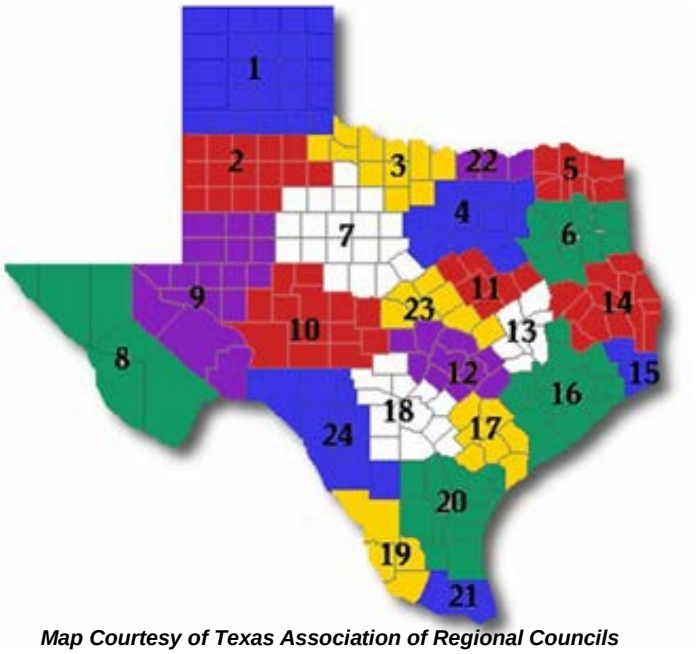
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LRGVDC Region 21

Regional Interoperable Communications Plan (RICP)

Includes

Volume I: Regional Governance & Regional Interoperable Migration Plan
Volume II: Regional Standard Operating Procedures & Texas Statewide Interoperability Channel Plan



Map Courtesy of Texas Association of Regional Councils

October 2011

Version 30.0 – 2011

Regional Interoperable Communications Plan
Approval & Authorization Page

On November 19, 2009 the (Board of Directors/Executive Committee) of the Lower Rio Grande Valley Development Council (LRGVDC) adopted the Lower Rio Grande Valley Development Council Regional Interoperability Communications Plan (RICP).

The Lower Rio Grande Valley Development Council includes Hidalgo, Cameron and Willacy Counties and all jurisdictions and/or public safety agencies within these counties.

Signed:

_____
Executive Director

Date:

_____

Record of Change

This Regional Interoperable Communications Plan (RICP) is subject to information and/or equipment updates and changes. The use of this Record of Change helps manage the RICP modifications throughout the life of this document. ***(See Appendix A)***

RICP Volume I

The Regional Interoperable Communications Plan (RICP) is divided into two volumes for ease of revisions and approvals for (1) the distribution of funding and build-out and migration of regional communications system(s) to P25 Compliant Standards-Based Shared System by 2015, and (2) referenced revisions to policies and procedures in addition to operational guidance.

Volume I	Regional Governance & Regional Interoperable Migration Plan
Volume II	Regional Standard Operating Procedures, Training/Exercise Plan & the Texas Statewide Interoperability Channel Plan

Executive Overview

"From terrorism to tornadoes, whatever happens, everyone is involved in truly a team effort," Steve McCraw, Director, Texas Homeland Security Conference, March 23, 2009.

Recognizing the need for an overarching emergency communications strategy to address communications deficiencies that exist at the regional level, this guide provides the governance and authority needed to decide on the grant funding disbursement for regional interoperable communications. This document includes, on a strategic level, equipment requirements, policies and procedures that explain the equipment's operational use, training that must occur on the new equipment, the build-out plan of communications systems to achieve region-wide interoperability, and usage by all relative agencies on a daily basis.

This document establishes a Regional Interoperable Communications Plan (RICP) for Region 21, inclusive of Brownsville, Harlingen, Los Fresnos, Port Isabel, San Benito, South Padre Island, Edinburg, McAllen, Mercedes, Mission, Pharr, Weslaco, and Raymondville Urban Areas and other smaller communities in Cameron, Hidalgo and Willacy counties. The RICP is intended to document:

1) Regional Governance Structures (RGOV)
2) Regional Interoperable Migration Plans (RIMP)
3) Regional Standard Operating Procedures (RSOP)

for public safety, public service and non-governmental emergency responders' daily operations and emergency response activities available within the designated area, who controls each resource, and what rules of use or operational procedures exist for activation and deactivation of each resource.

The RICP is designed to align the state and regional communications interoperability plan, objectives and goals to the National Emergency Communications Plan. The desired future state is that emergency responders can communicate:

As needed, on demand, and as authorized

At all levels of government

Across all disciplines

To measure progress toward this vision, three strategic goals were established:

NECP ***(National Emergency Communications Plan)***	
Goal 1	*By 2010, 90 percent of all high-risk urban areas designated within the Urban Areas Security Initiative (UASI) are able to demonstrate response-level emergency communications within one hour for routine events involving multiple jurisdictions and agencies.*
Goal 2	*By 2011, 75 percent of non-UASI jurisdictions are able to demonstrate response-level emergency communications within one hour for routine events involving multiple jurisdictions and agencies.*
Goal 3	*By 2013, 75 percent of all jurisdictions are able to demonstrate response-level emergency communications within three hours, in the event of a significant incident as outlined in national planning scenarios.*

As defined in the National Incident Command System 200, "Leadership and Management", "**Response-level emergency communications** is the capacity of individuals with primary operational leadership responsibility to manage resources and make timely decisions during an incident involving multiple agencies, without technical or procedural communications impediments."

The State of Texas has adopted the goals as outlined in the National Emergency Communications Plan and will develop methodology for the achievement of these goals. These goals describe the minimum response levels for all emergency responders statewide. The diverse communications systems within the state, the diverse response environments within the state, the broad scope of vulnerabilities, and the high probability of several simultaneous disasters being managed at the same time requires a precise concept of "Response-level emergency communications." Additionally, in order to ensure a consistent level of response across a varied communications landscape, Texas must define those actions that constitute the "one hour" stated in the national strategic goals.

The one hour standard begins from the time that:

- An Incident Commander takes charge of the incident, and
- the Incident Commander has assessed the incident and determined the required communications assets and networks to manage the response effort, and
- the Incident Commander has establish an Incident Communications Plan for the initial response.

PUBLIC SAFETY SENSITIVE

Basic assumptions regarding Response-level Emergency Communications:

- All responding agencies manage initial shift with basic communications equipment on hand (basic issue radios, interoperability channels programmed, and local channels programmed).
- All agencies will equip units based on locally determined operability needs.
- As incident levels escalate in magnitude, more sophisticated interoperability gateway equipment will be introduced to support shifts beyond the initial response.

PUBLIC SAFETY SENSITIVE

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1 State of Affairs

The Regional Interoperable Communications Plan is a strategic plan that:

- Establishes a regional vision for the future state of local emergency communications.
- Sets regional goals and priorities for addressing deficiencies in the region's emergency communications structure.
- Provides recommendations and milestones for emergency response providers and relevant government officials to improve their communications capabilities.

The RICP includes the Regional Governance Structures, Regional Interoperable Migration Plans and Regional Standard Operating Procedures. The RICP (inclusive of all three plans) should be brief and provide point of contact (POC) and direction for additional information. Additional documents, such as Tactical Interoperable Communications Plans or consultants proposals can be added to the Appendix, and should be added to the Table of Contents.

LRGVDC and **TxDPS** partnered in the development of this Regional Interoperable Communications Plan.

The following is the multidisciplinary team for establishing and completing initiatives and milestones relative to the RICP scope and timeframe.

Regional Interoperable Communications Plan Point of Contact

Regional Plan Coordinator (Primary):

Agency Name: Lower Rio Grande Valley Development Council
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24/7 Phone: 956-832-3680
E-Mail: cmwood@lrgvdc.org

Alternate:

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POC Name: Manuel Cruz
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State Agency:

Agency Name: Texas Department of Public Safety
POC Name: Sharlotte Castro
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Cell Phone: 936-697-0978
24/7 Phone:
E-Mail: sharlotte.castro@dps.texas.gov

Regional Participating Counties/Jurisdictions/Agencies

The following is a list of counties and urban areas represented in the RICP along with POC emergency phone numbers. Also included is information on other regions and/or counties that are also participating in this regional communications system. (Multiple regions and/or adjacent counties can share the same regional communications system).

LRGVDC Participating Counties/Jurisdictions/Agencies POC Information

State Agencies Contact Information

Federal Agencies Contact Information

Nongovernmental Agencies Contact Information

(See Appendix B)

1.1 Regional Communications Assessment (CASM)

CASM Overview

The Communication Assets Survey and Mapping (CASM) tool provides the ability for representatives of public safety agencies to collect, store, and visualize communication assets, and analyze interoperability gaps.

Authorization to view data for a particular area or State is controlled by the Administrative Manager (AM); each user must have a user name and password in order to login.

Each region must have entered and maintain 80% of interoperable communications assets in CASM by December 15, 2009.

Contact information for the Regional CASM Administrative Manager POC, and alternate is listed in: ***(See Appendix C)***

Regional Radio Systems

This section describes designated regional interoperable communications systems. ***(See Appendix D)***

1.2 Transitioning to Standards-based Shared Emergency Communications Systems

1.2.1 Focus Group Sessions

Region 21 annual Focus Group Session will take place on the 3rd Thursday of April at the Regional Communications Committee monthly meeting. The group will identify and/or re-evaluate:

- Areas and agencies lacking operability/interoperability.

  - Identify and plan to overcome gaps in regional operable/interoperable communications, policies and training.
- Accomplishments and status of projects.
  - Identify progress along the Interoperability Continuum. Re-evaluate regional requirements as technology evolves and circumstances dictate. Review communications related SOPs created by the participating agencies, to preclude conflicts or non-compliance with current standards or initiatives.
- Initiatives and priorities for funding.
  - Prioritize and recommend projects for funding based on Statewide Communications Interoperability Plan (SCIP) priorities and initiatives, risk factors as defined by the Target Capabilities List (TCL), and the CASM gap analysis. Review and update the Implementation Timeline and Cost Report.

This information will be submitted annually to Texas Association of Regional Councils (TARC) by July 1, to be integrated into the State Preparedness Report, the revised SCIP Initiatives, and revised SCIP Funding Plan.

1.2.2 SAFECOM Interoperability Continuum

The SAFECOM Interoperability Continuum is designed to assist emergency response agencies and policy makers to plan and implement solutions for interoperable communications. This tool identifies five critical success elements that must be addressed to achieve interoperability: governance, standard operating procedures, technology, training and exercises, and usage. *Jurisdictions should use the Interoperability Continuum to track progress in strengthening interoperable communications*.

1.2.3 Public Safety First Responder Teams

Statewide communications interoperability in Texas is based on the System-of-Systems approach. Texas' 24 regions (Councils of Governments) are building integrated public safety regional interoperable communications systems. Several regions are building multi-regional communications systems. These individual systems will provide the communications infrastructure for the statewide system-of-systems.

Regional systems will be used by state and local public safety agencies for daily operations as well as emergency communications operations.

In compliance with the National Priority for Regional Collaboration, the SAFECOM Interoperability Continuum ***(See Appendix E)***, and the Texas SCIP, be it known that,

Texas State Agencies responsible for providing public safety emergency services are integral partners in regional communications systems, policies and procedures, and are critical members of regional, county and local jurisdictions' public safety first responder teams. State agencies integrated in this effort include (but are not limited to):

- Texas Department of Public Safety
- Texas Department of Emergency Management
- Texas Forest Service

- Texas Parks and Wildlife
- Texas Department of Transportation

1.3 RICP Maintenance and Update

The RICP consists of two volumes:

Volume I	Regional Governance & Regional Interoperable Migration Plan
Volume II	Regional Standard Operating Procedures, Training/Exercise Plan & the Texas Statewide Interoperability Channel Plan

Significant revisions to the RGOV and the RIMP will require executive approval from the COG. Revisions to the RSOP are adopted by referenced current version and subsequent versions, the current version of the submitted RSOP can be located at http://txrc.region49.org/.

The **LRGVDC** has the responsibility to review this document at a meeting called, when necessary, by the RICP POC/RIC. Requests for modifications or additions to this document should be submitted to the RICP POC/RIC for distribution to **LRGVDC**. Updates to this document can be recommended by any of the participating agencies. Agencies participating in this plan will be formally notified within **10 days** of any approved modifications or additions to this RICP. At a minimum the RIC should review the RICP annually, and if needed, submit any changes.

1.4 RICP Ratification Process

After customizing the RICP template with regional policy and procedure information, formally identifying the regional governance structure, and providing a high-level migration design to reach a regional public safety P25 Compliant Standards-Based Shared System for voice communications by 2015, the following ratification procedure will be employed:

1) The Texas Radio Coalition (TxRC) Technology Advisors and the Communications Area Managers of the Texas Department of Public Safety (DPS) Bureau of Law Enforcement Communications & Technology will collaborate with the COGs in their regions on the final review and compliance of the RICP.
2) The COGs will develop a review and comment period for participating agencies, jurisdictions, and counties.
3) The RICP documents approved at the COG will be submitted to the Statewide Interoperability Coordinator.
4) This approval process must be completed by no later than March 15, 2010, for continued eligibility for state and federal communications funding.
5) RICPs must be compliant with the NECP, NIMS, National Response Framework, Target Capabilities List, and the Texas Statewide Communications Interoperability Plan.
6) The governor has final authority over statewide communications interoperability.

2 Governance

NECP Objectives:

- To facilitate the development of effective governance groups and designated emergency communications leadership roles;
- To integrate strategic and tactical emergency communications planning efforts across all levels of government;
- To develop coordinated grant requirements that promote Federal participation and coordination in communications planning processes, governance bodies, joint training and exercises, and infrastructure sharing.

2.1 State Governing Body

Texas interoperable communications plans and governance is directed and approved by the Texas Governor. The organizational chart found below identifies support positions from the Governor's Office down to the regional level.

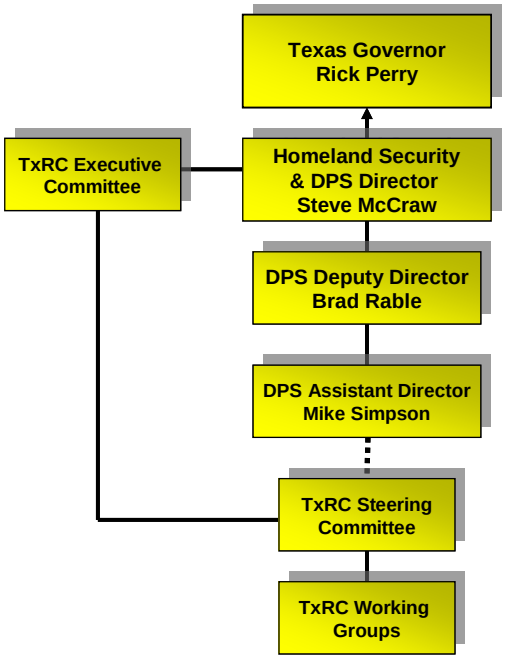


Figure 1 SCIP State Governing Body

2.2 Regional Governance Authority

In accordance with the:

- Texas Government Code 421 and the
- Texas Statewide Interoperable Communications Plan.

Texas regions will develop governance structures which will provide oversight for the development and implementation of (1) the regional integrated public safety radio system, (2)

the Regional Interoperable Migration Plans and (3) Regional Standard Operating Procedures.

Regions will adopt existing or create new governance agreements that provide supervision in the use of appropriated money, including money from relevant state and federal homeland security grants, for the purposes of designing, implementing, and maintaining a regional integrated public safety radio communications system that provides interoperability between local, state and federal agencies and first responders.

Regions will develop, implement and train on a common statewide SOP, consistent with National Incident Management System (NIMS), National Response Framework (NRF) and National Emergency Communications Plan (NECP).

Regions will develop strategic plans to migrate radio communications assets to a standards-based-shared system-of-systems by 2015.

2.3 Regional Governance Structure Representatives

The RICP was developed under the authority of LRGVDC Board of Directors. On 05/07/2009 the Homeland Security Advisory Committee appointed members to the Regional Interoperable Communications Plan Committee, designated as an advisory committee to the Homeland Security Advisory Committee. Members may include representatives from the following public safety and public service disciplines: (Regions may identify their membership with an organizational chart and/or by description)

- Critical Infrastructure/Utilities
- Emergency Management
- Emergency Medical Services
- Fire/Rescue
- Information Technology (IT)
- Investigations and Intelligence
- Law Enforcement
- Military
- Nongovernmental Organizations (NGOs)
- Public Health
- Public Works
- Tribal Entities

2.4 Regional Governing Body Responsibilities

The **LRGVDC** will:

- Maintain and update the RICP at regular intervals, or as critical updated information is identified.
- Disseminate updated plans to all participating agencies.
- Establish training requirements in support of the RICP.
- Promote interoperable communications capabilities through trained communications personnel.
- Initiate Memoranda of Understanding (MOUs) and Agreements for interoperable communications.
- Promote regular interoperable equipment/solutions testing; assist agencies with test evaluations, and dissemination of the results.

- Schedule annual Focus Group Meetings.

2.5 Meeting Schedule

The Homeland Security Advisory Committee meets on the 1st Thursday of each month. HSAC meeting location and time varies each month.

The LRGVDC Board of Directors meets on the fourth Thursday of every month with the exception of December at the LRGVDC Transit Building, 510 South Pleasantview, Weslaco, TX at 12:00 pm.

3 Regional Interoperable Migration Plan

NECP Objectives:

- Emerging technologies are integrated with current emergency communications capabilities through standards implementation, research and development, and testing and evaluation.
- All levels of government drive long-term advancements in emergency communications through integrated strategic planning procedures, appropriate resource allocations, and public-private partnerships.

3.1 Regional System-of-Systems Design

Texas has adopted the "Project 25 Suite of Standards" as the technology solution and long-term interoperability goal for voice public safety agency communications. The Texas SCIP directs the foundation for statewide interoperable communications to be based on the SAFECOM/Office of Emergency Communications (OEC) "System-of-Systems Approach for Interoperable Communications. A system of systems exists when a group of independently operating systems—comprised of people, technology, and organizations—are connected, enabling emergency responders to effectively support day-to-day operations, planned events, or major incidents."[1]

Utilizing the System-of-System recommendations and in compliance with the Texas SCIP, each region will develop high-level strategic plans to implement a regional interoperable communications system which will become one of 24 regional systems forming the statewide interoperable communications system. Regions should concentrate on providing operability first, then building interoperability within the region.

[1] http://www.safecomprogram.gov/NR/rdonlyres/FD22B528-18B7-4CB1-AF49-F9626C608290/0/SOSApproachforInteroperableCommunications_02.pdf

Region 1 - Panhandle Regional Planning Commission
Region 2 - South Plains Association of Governments
Region 3 - Nortex Regional Planning Commission
Region 4 - North Central Texas Council of Governments
Region 5 - Ark-Tex Council of Governments
Region 6 - East Texas Council of Governments
Region 7 - West Central Texas Council of Governments
Region 8 - Rio Grande Council of Governments
Region 9 - Permian Basin Regional Planning Commission
Region 10 - Concho Valley Council of Governments
Region 11 - Heart of Texas Council of Governments
Region 12 - Capital Area Council of Governments
Region 13 - Brazos Valley Council of Governments
Region 14 - Deep East Texas Council of Governments
Region 15 - South East Texas Regional Planning Commission
Region 16 - Houston-Galveston Area Council
Region 17 - Golden Crescent Regional Planning Commission
Region 18 - Alamo Area Council of Governments
Region 19 - South Texas Development Council
Region 20 - Coastal Bend Council of Governments
Region 21 - Lower Rio Grande Valley Development Council
Region 22 - Texoma Council of Governments
Region 23 - Central Texas Council of Governments
Region 24 - Middle Rio Grande Development Council

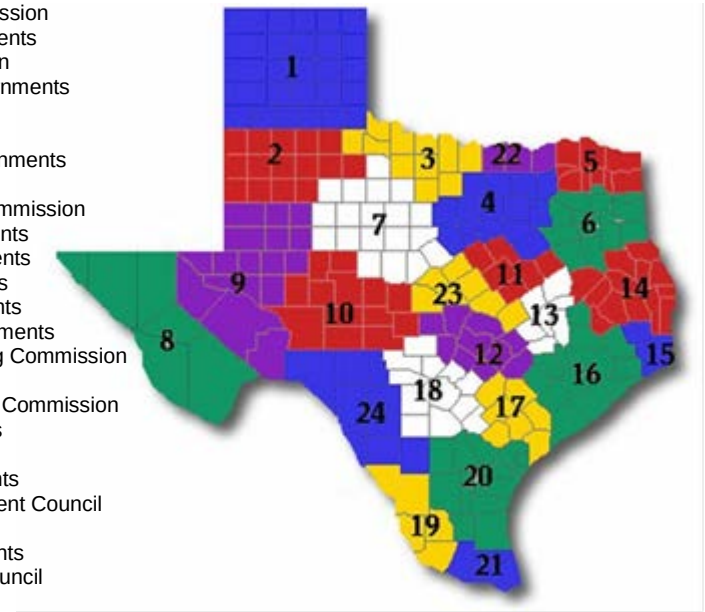


Figure 2 Texas Regional Planning Districts/Councils of Governments

With a system of systems approach, planners are able to consider how technology is evolving to maintain system connections and overcome interoperability challenges. This approach allows for greater consideration for backwards-compatibility, standard technical interfaces and migrating to advanced technologies.

Critical Tasks:

(Note: The communication capabilities **(COMC)** information provided in the following bullets are from the Target Capabilities List. Please see the following website for more information on the TCL: http://www.fema.gov/pdf/government/training/tcl.pdf)

- **ComC 1** – Develop communication plans, policies, procedures, and systems that support required communications with all Federal, Regional, State, local, and tribal governments and agencies as well as voluntary agencies.
- **ComC 1.4** – Design reliable, redundant, and robust communications systems for daily operations capable of quickly reconstituting normal operations in the event of disruption or destruction.
- **ComC 1.7.2** – Coordinate procurement and placement of technology communication systems based on a gap analysis of requirements versus existing capabilities.

Preparedness Measures:

- Operable communications systems that are supported by redundancy and diversity, that provide service across jurisdictions, and that meet everyday internal agency requirements, are in place.
- Communications SOPs that conform to NIMS are in place and are used in routine multiple jurisdictional responses.

- A multi-agency and multi-jurisdictional governance structure to improve communications interoperability planning and coordination has been established.
- Formal interoperable communications agreements have been established through the governance structure.

3.2 Radio Infrastructure Overview

3.2.1 Existing Radio Systems

Please see RICP Volume 1 Section 1.1 for a brief description of existing regional communications systems. For additional information on the Region 21 communications systems and assets, please contact the CASM Administrative Manager.

Non P25 Compliant Systems

- ***With the exception of the regional P25 system, the Pharr/Edinburg System, the city of Alton, and the city of Hidalgo, none of the Communications Systems in Cameron and Hidalgo Counties are P25 Compliant.***

P25 Compliant Systems

- ***Willacy County's VHF system operates in the conventional P25 mode. Willacy County agencies are in the process of migrating primary operations to the regional P25 800 MHz trunking system.***
- ***Pharr and Edinburg system***
- ***City of Alton***
- ***City of Hidalgo***
- ***Regional 9 site 800 MHz trunked system***

3.2.2 Regional Radio System Definition

Multiple shared local public safety radio systems, compliant with the P25 suite of standards or transitioning to P25 standards, linked and/or expanding for regional coverage, providing interoperable communications to emergency responders to effectively support day-to-day operations, planned events, or major incidents;

Or

A single shared public safety radio system, compliant with the P25 suite of standards or transitioning to P25 standards, offering and/or expanding for regional coverage, providing regional interoperable communications to emergency responders to effectively support day-to-day operations, planned events, or major incidents.

The regional radio system may consist of any combination of the following:

- Analog and/or digital radio channels;
- Conventional and/or trunked radio sites;
- VHF, 700 and/or 800MHz frequencies.

Note: See specific system and operational requirements in the text box below.

The regional radio system must support the

Texas Statewide Interoperability Channel Plan.

For the current version of the TSICP go to: http://tsiec.region49.org/MOU+TSICP.pdf.

Modulation and Encryption
This plan identifies allowable modulation and encryption on calling and tactical channels:

- Calling Channels: Until January 1, 2015, analog modulation is mandatory on all calling channels to facilitate interoperability with legacy radio equipment in the field. Exception: Communications on 700 MHz interoperability channels must always use P25 Phase 1 CAI digital modulation.

- Tactical Channels: Until January 1, 2015, analog modulation is preferred on all interoperability tactical channels to facilitate interoperability with legacy radio equipment in the field. Exception: Communications on 700 MHz interoperability channels must always use P25 Phase 1 CAI digital modulation.

Local agencies may use interoperability tactical channels for day-to-day emergency related purposes not requiring communications with emergency resources from other jurisdictions. In such events, non-encrypted digital modulation is authorized on tactical interoperability channels in all bands. When used, digital modulation for interoperability channels shall be P25 Phase 1 CAI compliant and shall use the following configuration criteria:
- o Network access code shall be $293 hex (659 decimal)
- o Talk group ID shall be 0001 (hex or decimal)
- o Manufacturer's ID shall be 00 (hex or decimal)
- o Message ID shall be 00000000000000000000 (20 zero's, hex or decimal)

- For occasional pre-planned events where communications security is an issue, encrypted P25 Phase 1 CAI modes are authorized on tactical channels. Specific encryption algorithms and encryption keys shall be as defined by the event incident commander.

3.2.3 LRGVDC Designated Regional Radio System(s)

This section identifies and provides POC information for the radio system and/or systems that comprise the **LRGVDC** Regional Radio System (RRS). The system(s) listed below is/are the designated public safety emergency communications system(s) for this region. Detailed information on this/these system(s) can be found in CASM. Operations on the RRS will be consistent with the RSOP. ***(See Appendix F)***

3.3 Migration Plan to P25 Compliant Standards-Based Shared Systems by 2015

The foremost objective for the LRGVDC Region 21 is the migration to P25-Compliant Standards-Based Systems within the COG. These systems will provide both capacity and coverage throughout the region that meets the needs of all agencies. Currently, there is a Harris P25-compliant system installed with towers in the cities of Edinburg and Pharr. A nine-site 800 MHz trunked Motorola P25 network is currently in the final stages of implementation. There is also work underway on the installation of a nine-site Motorola system, with two of the sites already being grant funded but not yet procured, which will bring

this system to a total of eleven sites. This new infrastructure will overlay existing systems for the entire region, and subscriber operation on both new and legacy systems will be possible during the transition phase. The migration plan depicted in the following sections represents a final solution of a fully interoperable area-wide system by the mandated deadline of 2015.

3.3.1 LRGVDC Regional Radio System Characteristics and Description

The vision of the LRGVDC is to build a Public Safety Regional Radio System with these characteristics:

Check all that apply

1. System type: ☒ VHF ❑ UHF ❑ 700MHz ☒ 800MHz

❑ Analog ☒ Digital ☒Trunked ❑ Conventional

2. Gateways (if required): ☒ ACU1000 ☒ Network Switch ☒ ISSI

☒ Console Patch ❑ Other _____(provide name)

3. Estimated fixed transmitter sites: ❑ 1-5 ❑ 6-8 ❑ 9-10

☒11-14 ❑ 15-18 ❑ _____(fill-in estimated number of sites

4. Will sites be connected for seamless roaming ☒Yes ❑ No

5. Common Texas interoperability channels to be used throughout the region:

☒VHF ❑ UHF ❑ 700MHz ☒800MHz

❑ Other ____(provide name)

Regional Radio System Description: (not to exceed 3,000 characters with spaces)

The Region 21 Regional Radio System consists of nine Motorola P25 sites across the three county region. Each P25 site consists of five channels per site and the region is in the process of adding a sixth channel to each location. All nine sites are connected to the master switch via T1 or microwave links creating a nine-site networked system with seamless site to site roaming. In addition to the nine Motorola sites, two Harris P25 sites are deployed which are currently linked to each other via a VIDA switch to create a two-site Harris P25 System. Each site consists of ten channels of which four channels per site are currently operating in P25 mode. Future plans include migrating agencies onto the regional 800 MHz systems for primary radio communications. Agencies that choose to maintain VHF systems will connect to regional systems through gateways. Radio sites and channels will be added to meet the coverage and capacity needs of agencies migrating to the system. The regional Motorola P25 system and the Harris P25 system will be integrated with an ISSI gateway once funding has been secured. The ARC4000 Master Site in use on the Motorola system will require replacement in order to permit additional radio sites, additional console connections, and ISSI capabilities on the system. A six site VHF trunking layer will be explored on the regional system should future needs necessitate. Existing 800 MHz Motorola systems including McAllen, Mission, Cameron County, Harlingen, and Brownsville will integrate with the regional P25 system to provide roaming capabilities. Radio sites and capacity will be upgraded on the regional system to support migration from the additional user groups. The ultimate plan for the regional system includes the addition of seven radio

sites to the existing nine site system for a total of 16 radio sites.

To satisfy the narrowbanding mandate, wideband VHF radios will be replaced with 800 MHz trunked radios on the regional system. VHF conventional channels will be permanently gateway connected to talk groups on the regional system to permit use of both VHF and 800 MHz radios by individual radios. Any remaining analog radios will be replaced over time as funding permits until the point that all subscriber radios are operating on the regional system.

3.3.2 Operability / Interoperability

Wireless communications is fundamental for emergency responders to perform the most routine and basic elements of their functions. Agencies must be operable, meaning they must have sufficient wireless communications to meet their everyday internal and emergency communication requirements before they place value on being interoperable, i.e., able to talk with other agencies.[2] The communications priorities for funding established by Texas first responders in the SCIP are:

1. Operability – providing radio coverage and user equipment where needed.
2. Interoperability – providing mutual aid infrastructure and capability where needed.
3. Build-out of regional P25 Compliant Standards-Based Shared Systems – upgrading existing or building new P25 compliant shared systems.

Regions will identify and report agencies and areas lacking communications operability and/or interoperability annually in their Focus Group Session.

Interoperability

Any legacy infrastructure that is not intended to be superseded by the wide-area P25-compliant systems will remain in place even after the new systems are fully operational. Interoperability between new and legacy systems may be facilitated by dispatcher interpretation or via placement of audio gateways.

In addition, the current NPSPAC 800 and VHF interoperability conventional channel gateway system will be maintained in order to satisfy local communications for any outside agency. This equipment will be interconnected at the same sites as the new infrastructure. Control stations will be added to each of the tower sites connecting to the regional system. Designated talk groups will be assigned on the regional system to connect to each of the conventional interoperability sites. Control stations at each site will form a three-channel patch, permitting all traffic on the VHF or 800 MHz interoperability channels to be repeated on the regional 800 MHz trunking system. This will permit regional access points to the system for all VHF or 800 MHz users; regardless of whether or not they have compatible technologies with the regional system or whether they maintain their own fixed gateway systems. The image that depicts the location and information regarding these channels may be found in ***(See Appendix G)***.

A listing of these sites and channels may be found in **(See Appendix H).*

Important notes regarding these channels:
(courtesy of http://www.advpage.com/interop/sitemap.pdf)

[2] Target Capabilities List, September 2007, www.dhs.gov.

- No “special” radio equipment is required to use the system.
- Requires only programming of existing radios.
- Coverage maps denote expected mobile (in-vehicle) use in mind. Portable coverage is better than expected.
- No claim is made for “100% Coverage”. Some weak signal areas may be present.
- Gaps in coverage will be filled by transportable ACU-1000 systems.
- Cameron County has added additional sites and cross-band capabilities (via console) patch in Brownsville, Harlingen, South Padre Island and the Olmito area. Coverage appears to be quite good. The new sites and the corresponding channels are now listed.
- A Memorandum of Understanding (MOU) needs to be filed with the Texas DPS to use the channels. No other licensing required for mobile or portable use.
- See Texas Interoperable Channel Plan for more information.
- NOTE: To mitigate some interference issues, a realignment of some of the sites may be needed. If done, a new map showing the changes will be issued and area agencies will be notified via e-mail.

3.3.3 Risk Mitigation

The primary risk involved in any radio communication system upgrade or migration is the interruption of operational traffic. For example, this could be caused by subscriber radios losing communications with new or legacy infrastructure. Installation or configuration changes of infrastructure can also be the cause of outages. These risks will be mitigated by leaving all operations on legacy systems until the new wide-area system is operational.

With regards to subscriber radios, all new radios purchased will be P25 compliant and be programmed for (thus, allowing communication on) both the area-wide interconnected system in the final stages of implementation and the conventional repeaters presently in operation. In the case of dispatch operations, there are a couple of temporary options available to prevent outages depending on the architecture of the dispatch center:

- A new P25-compliant mobile radio installed on the desktop next to the existing console. This would require direct dispatcher interpretation for cross communications between legacy and new systems.
- A new P25-compliant mobile radio installed in the equipment room directly tied to the console architecture via a tone-remote interface. This will allow relatively normal console operations.

This will prevent outages in dispatch centers by leaving current dispatch equipment (consoles) untouched and reduce immediate funding necessary for interoperability.

The legacy repeater equipment currently in operation will continue to have a role in preventing outages as well. Any current conventional base station (repeater) suffering a complete failure will be replaced with a backwards compatible, mixed-mode capable station such as a Motorola Quantar. This strategy will allow both backup communications in the event of the wide-area system failing, as well as traffic unloading from the wide-area system during major incidents.

Another possible risk is the lack of user training and familiarity with the new system operations. To combat this, a Standard Operating Procedure (SOP) will be developed for the

proper use of any new system. Operator and user training will be held on any new equipment and then current operational communications traffic can be moved to the new system.

3.3.4 Multi-jurisdictional / Multi-disciplinary Talkgroups / P25 Compliant Standards-Based Shared System

A coordinated prioritized installation and integration approach is planned. Users of the current systems will be able to operate on both legacy and new systems under this plan in order to mitigate possible outages and interruptions of service. Putting P25-capable subscriber radios in the hands of users is the single most important step and appears to be the major hurdle to the region at this time. There can be simultaneous work, however, as there will be a two-pronged approach to achieving a fully P25-compatible area-wide trunking system: LRGVDC requires immediate funding to facilitate replacement of current subscriber radios that are not P25 compatible or upgradable, and they require more funding for the deployment of new infrastructure (currently being installed) and replacement of legacy equipment.

Frequency band is a major concern as many agencies operate in the VHF band and will require complete subscriber replacements before operation will be possible on the regional trunking system. VHF agencies migrating to the system will establish gateway connection on primary VHF channels to designated 800 MHz talk groups. This will permit cross band communication until all VHF radios are replaced. An ongoing VHF presence is anticipated within the region from local, state, and federal users. To permit optimal connectivity between VHF and 800 MHz users, a six-site VHF regional trunking layer will be explored on the regional system. The VHF layer would permit shared talk groups between VHF and 800 MHz users, and would provide optimal cross-band connectivity.

Subscriber Radios

It is estimated that there are approximately 8000 subscriber units which are legacy, conventional units that cannot operate on the new system and need to be replaced. Dispatchers also need access to the P25 systems and an immediate solution to this can be facilitated by the installation of desktop radios capable of P25 operation. It is estimated that 90 dispatch positions need at least one radio to allow them to operate in the new system.

Infrastructure

Current Systems

As a reference, the table in ***(See Appendix I)*** depicts the current infrastructure installed and operational throughout the region.

Future Systems

The table in ***(See Appendix J)*** depicts the locations either receiving or which already have fully P25-compliant interconnected trunking infrastructure:

Note: Regarding the master site controller, this will be a Motorola ARC 4000 and not a 7.x switch. The region requires a new master site controller to permit increased site capacity, increased console capacity, and ISSI capabilities.

As the new systems are commissioned, Region 21 will initially contain two independent P25 systems, the Harris and Motorola systems. The long-term goal is to bridge these two systems in order to create one region-wide continuous P25 system. This will be achieved by using a P25-Compliant Inter-RF Subsystem Interface (ISSI). The P25 ISSI provides the messaging structure between multiple trunked systems, allowing them to be connected into wide area networks. A standardized ISSI allows users to communicate between different brand systems without the use of traditional

gateways, as long as each Radio Frequency Sub-System (RFSS) supports the ISSI specification.

These P25-Compliant Standards-Based Shared Systems coupled with the ISSI will provide COG wide digital radio coverage.

Migration Timeline

The most significant obstacle to migrating to the new system is the issue that 93 percent of the subscriber/dispatch radios in the region are neither P25 compliant nor upgradable. In addition, many agencies operate in the VHF frequency band and will require subscriber replacements in order to operate on the new system. It should be noted that until every user group has compatible radios, Region 21 cannot have a complete cutover to the regional system. New subscriber radios should be disseminated to priority agencies (such as police and fire) first. Once each agency in a given geographical area has subscribers that are completely P25 compliant, that agency can begin using the new system. Concurrently, the completion of new or upgraded P25 infrastructure throughout the region is underway.

For the proposed agency migration timeline ***(See Appendix K)***.

Note: The Geographical Area in the table above where the tower sites are installed are not necessarily representative of the agencies, except for Edinburg and Pharr. The other places named are for reference only.

This will be a true “regional system”, at its onset, and will be used for day-to-day interoperability operations. There are limitations on the number of users per site, thus the need for additional repeaters. True migration will occur as agency budgets and grant monies allow for it.

3.3.5 RICP Round 2

In December 2010, the LRGVDC began work on a region-wide needs assessment project to better determine radio communication needs and further define estimated costs and migration strategies for the region. The study will be used as a road map to define targeted goals for radio communications within the region. The report is not intended to replace the RICP, but rather supplement the RICP with detailed information necessary to support the migration strategies and cost estimates defined.

A portion of the executive summary from the needs assessment report has been included in this document to provide a high level overview of the findings, conclusions, solutions, and cost estimates discussed in detail within the report.

Lower Rio Grande Valley Development Council

The Region is characterized primarily by disjointed VHF conventional analog systems and 800 MHz trunking systems. Most public safety agencies own and operate radio systems and dispatch facilities. In many cases, the systems lack proper radio shelters, grounding, and equipment to support reliable communications due to limited funding streams available to each agency. The disjointed systems create a challenge for interoperability because there is no considerable region-wide infrastructure in place to support a large scale interoperability event. Several agencies within the Region possess the ability to perform console patching. Interoperability among VHF users relies partially on the use of shared frequencies, although not all agencies participate in sharing VHF channels with other agencies.

Disjointed dispatch facilities place a strain on interoperability and response times. Because of the numerous dispatch facilities, 9-1-1 calls are frequently required to be transferred to the appropriate agency with jurisdiction in the location of the call. The extensive transfers extend response times because of required intervention of dispatchers at multiple centers. Dispatch equipment is typically push-button style consoles. Most consoles are programmed with the primary agencies channels and perhaps one or two interoperability channels. Consoles lack the capability to perform patching, except for those in a small number of centers in the Region.

The primary interoperability backbone throughout the Region is a regional VHF and 800 MHz gateway system, which patches VHF interoperability channels with 800 MHz interoperability channels. The primary limitation with the system is that each radio site is connected on different frequencies to limit site-to-site interference. Several high profile sites on the VHF and 800 MHz calling channels are intended to provide wide area coverage; however, coverage on the calling channels alone is not close to being region-wide. Training is a major concern for the radio system, as only select agencies are aware of how to utilize the system. Radio end users must be aware of what specific channel is needed to communicate on in order to reach an 800 MHz user. At most, the system only provides one patched channel within each area, which is not sufficient in the event of a major disaster. Interoperability with federal agencies was expressed by most as a very limited due to a lack of shared channel programming. Most of the federal agencies use encryption and do not provide channels to the local public safety agencies. Federal agencies have access to some of the local channels and TXLAW2; however, interoperability at this level is uncommon.

Narrowbanding is a concern throughout the Region as many agencies still operate VHF equipment that is not narrowbanding capable. Many smaller agencies, including volunteer fire departments, did not indicate any plans to meet the narrowbanding deadline. While the FCC has not yet identified specific punishments for agencies which do not meet the narrowbanding deadline, potential consequences include fines or forfeiture of channels. Failure of specific agencies to narrowband will result in the loss of access to the new narrowband interoperability channels which will be critical for interoperable communication following the narrowbanding deadline.

As a whole, the Region is in the final stages of implementing a region wide 800 MHz P25 trunking system covering all three counties. The system will provide a common interoperability backbone that can be used to establish interoperability on a common channel anywhere within the Region. The system will provide an upgrade path for agencies that remain within the VHF band. The primary limitation will be funding for the many VHF primary agencies unable to afford subscriber radios for an 800 MHz migration.

The system is a nine site regional 800 MHz trunking system which is currently constructed and operational in the Region. The system includes a total of five channels at each location with the installation of a sixth channel pending. The system operates in the multicast mode. Expansion of the system to incorporate most radio users within the Region is the desired migration path for LRGVDC agencies. Expansion of the system is dependent on a replacement system controller to accommodate additional radio sites and console connections. Coverage and capacity on the system will be expanded to meet the needs of users as they migrate to the system. The city of Harlingen (Harlingen) site is currently deactivated since it is pending the grant of a Special Temporary Authorization (STA) license from the FCC. A STA license is necessary because of the rebanding freeze in place within the Region. The system is currently utilizing leased lines for connectivity. The Region plans to explore a hot-standby microwave backup.

To assure ongoing interoperability with agencies that remain in the VHF band, a control station will be added to each of the gateway sites to provide connectivity to designated interoperability talk groups on the regional system. This will permit VHF agencies that

operate analog systems to connect to the regional trunking system. VHF primary agencies will also be able to connect primary operational channels to the regional system through gateways in order to provide cross band connectivity throughout the coverage area of those VHF systems. In the long term, the Region plans to explore the construction of a VHF trunking layer on the regional system which would map talk groups between the VHF and 800 MHz users and provide wide area VHF coverage that is not limited to any one specific jurisdiction.

Estimated Costs for Regional System Enhancements: $3,970,000

Cameron County

Public safety agencies within Cameron County primarily utilize one of three distinct 800 MHz trunking systems operated by Cameron County, Harlingen and the city of Brownsville (Brownsville). The systems all utilize the Motorola SMARTNET platform. Plans are in place to combine the systems through a common P25 system controller on the regional system. The regional system is already in place, and co-located with the existing Cameron County, Harlingen, and Brownsville radio sites. Infrastructure migration will include cutting channels from the legacy trunking systems to the P25 regional system. The primary limitation will be subscriber replacements, as most agencies are using older 800 MHz radios which will not support P25 operation. Coverage on the regional system is a concern for some agencies. Cameron County plans to add additional radio sites to the regional system in order to supplement coverage in these areas. Coverage problems are anticipated to be further mitigated once roaming between the tower sites is permitted on the regional P25 system. There are also pockets of VHF users within Cameron County with limited connectivity to 800 MHz agencies. The regional system is currently operational within Cameron County with five channels at each site.

Estimated Cost for System Enhancements: $19,735,000

Hidalgo County

Hidalgo County is limited primarily by the number of disjointed radio systems with different infrastructure, frequencies, and coverage areas. While in many cases these systems operate sufficiently for the primary agencies, the systems inhibit interoperability and lack the capability to support a large scale interoperability event. Extensive resources are spent on maintaining radio sites, equipment shelters, generators, and other components. Such costs could be reduced if agencies migrated toward a shared system model. In the event of a major disaster, no system is in place that will permit more than a few agencies to intercommunicate within a specific area. The interoperability system in place today will permit a single shared VHF to 800 MHz channel. Hidalgo County currently has no single system which provides true countywide coverage. Several 800 MHz trunking systems are in place and operated by the cities of McAllen, Mission, Pharr, and Edinburg; however, two of the systems operate on the proprietary legacy Motorola platforms and two of the systems operate on the proprietary Harris Enhanced Digital Access Communications System (EDACS) platform. The different radio systems prevent shared system usage and require interoperability on the 800 MHz interoperability channels.

The Region is in the final stages of building out a region-wide 800 MHz trunked system; however, numerous obstacles exist before the system will be accessed by users. Limitations are primarily related to funding to finish building out the system and for subscriber radio purchases. The region-wide system utilizes Motorola equipment. The cities of Pharr (Pharr)

and Edinburg (Edinburg) have implemented a two-site P25 Harris system. Because the P25 Harris and regional systems connect to different P25 cores, an inner sub system interface (ISSI) will be necessary to permit roaming between the region-wide system and the Harris system.

Estimated Cost for System Enhancements: $26,288,000

Willacy County

Willacy County has the smallest population of the three counties and currently operates VHF conventional P25 systems. The regional 800 MHz system has been built out within Willacy County. All emergency response agencies within Willacy County have plans to migrate to the 800 MHz P25 system. The current VHF conventional systems have numerous interoperability gaps and suffer from severe reliability concerns. The agencies hope that migration to the 800 MHz system will allow these interoperability and reliability gaps to be addressed.

Estimated Cost for System Enhancements: $1,170,000

Funding Summary

One goal of the RICP is to identify the estimated cost associated with building out the recommended systems, compare that cost to the amount of funding available, and identify the funding gap that must be met to build out the recommended systems. To find the table that summarizes costs for all recommended radio systems in the Region ***(See Appendix L)***. Estimated costs include system build out and cost of ownership over the ten year period between 2011 and 2020.

3.3.6 Future Interoperability to Outside Agencies (New local Section)

The LRGVDC regional interoperable channel plan currently incorporates the requirements of the Texas Statewide Interoperability Channel Plan. It also defines channels specific to the LRGVDC regional system designed to address the operational needs of users of this system. Looking forward, the plan further addresses the need to control the size and complexity of subscriber unit templates on the new system by creating interoperability talkgroups and making them common to all radios. This minimizes the need to program agency-specific channels into multiple agencies' radios.

New P25 statewide interoperability "ISSI" channels are designed to permit roaming among disparate P25 systems via single-frequency (e.g., VHF, 700 MHz, 800 MHz, 900 MHz) or "multi-band" subscriber units. This capability, currently in testing phase, is integral to the "system of systems" statewide interoperability concept. At the point where statewide "ISSI"-type channels are identified and named, the details will be captured in the TSICP and incorporated into LRGVDC's interoperability channel plan.

3.4 Implementation of Prioritized Projects

Regions prioritize projects for funding based on SCIP priorities and initiatives, risk factors as defined in the TCL, and the CASM gap analysis. To see **Region 21**'s current top three high-priority specific projects ***(See Appendix M)***.

3.4.1 Key Roles and Responsibilities

Region 21's Interim **Regional Interoperability Coordinator (RIC**) is LRGVDC, Manuel Cruz, and can be contacted at: Phone: 956-682-3481, e-mail: mcruz@lrgvdc.org or Randy Ashley at: Phone: 956-607-3250, e-mail: rashley@mcallen.net. The RIC will oversee the migration of new and existing communications assets to a P25 Compliant Standards-Based Shared System for voice communications by 2015. The RIC will be the point-of-contact for the Regional Interoperable Migration Plan and all projects associated with the Plan. Individual Project Managers may be assigned as needed, based on the scope of projects, and will be appointed by the HSAC. It is suggested that the Individual Project Manager(s) review the Project Manager Guide at http://txrc.region49.org/RICP_documents.html. The Individual Project Manager(s) responsibilities are based on the SAFECOM recommendations for communications systems. The three basic operations are:

The Project Manager(s) responsibilities are based on the SAFECOM recommendations for communications systems. The three basic operations are:

1. PLAN – specifying the results to be achieved, determining the schedules, and estimating the resources required;
2. ORGANIZE – defining roles and responsibilities; and
3. CONTROL – reconfirming expected performance, monitoring actions taken and results achieved, addressing problems encountered and sharing information with all entities involved.

Prior to initiating projects, the RIC and/or Project Managers should review current Texas Division Emergency Management (TDEM) grant requirements, policies and procedures, found at http://txrc.region49.org/.

3.5 Implementation Timeline and Costs

"Capabilities-based Planning accounts for uncertainties, by developing capabilities suitable for a wide range of threats and hazards, when limited resources necessitate prioritization and choice among preparedness efforts."[3]

The RIC will provide estimated costs for the:

- Strategic build-out / upgrade of communications assets to a regional P25 Compliant Standards-Based Shared System by 2015,
- Routine operations, including backhaul, and maintenance,
- Resources.

This information will be captured in the "Implementation Timeline and Costs Report" spreadsheet. ***(See Appendix N)*** Go to http://txrc.region49.org/RICP_documents.html to download the template. The RIC will update the "Implementation Timeline and Costs Report" annually for the Focus Group Session. This report, along with the Focus Group Session Report will be submitted annually to the TxRC and the State Communications Coordinator. Regional cost estimates will be used to procure and disburse grant funding statewide.

[3] Ibid.

RICP VOLUME II

The RICP is divided into two volumes for ease of revisions and approvals for (1) the distribution of funding and build-out and migration of regional communications system(s) to P25 Compliant Standards-Based Shared Systems by 2015, and (2) referenced revisions to policies and procedures in addition to operational guidance.

Volume I	Regional Governance & Regional Interoperable Migration Plan
Volume II	Regional Standard Operating Procedures, Training/Exercise Plan & the Texas Statewide Interoperability Channel Plan

4 Regional SOPs, Training/Exercise Plans, and the Texas Statewide Interoperability Channel Plan

NECP Objectives:

- Emergency responders employ common planning and operational protocols to effectively use their resources and personnel.
- Emergency responders have shared approaches to training and exercises, improved technical expertise, and enhanced response capabilities.
- **Region 21** has integrated preparedness, mitigation, response, and recovery capabilities to communicate during significant events.

SOPs, Training/Exercise Plans and the Texas Statewide Interoperability Channel Plan contain information and the steps to follow when responding to an emergency event. Good plans and training transform policy into well-defined steps that can be consistently performed by users to produce the desired outcome. The Texas Interoperability Channel Plan describes conditions and guidelines for use of state-licensed interoperability or mutual-aid radio channels.

4.1 Regional Integrated SOP

Volume II Section 4 of the **Region 21** RICP will be available for use by all emergency responders (local, state, federal, non-governmental) at http://txrc.region49.org/ .

4.1.1 Introduction and Lead Agency

To remedy the inability to communicate among disciplines, **Region 21** public safety agencies have worked cooperatively to develop regional interoperability solutions. These solutions utilize Federal Communication Commission (FCC) designated and system-specific public safety interoperability radio channels (as well as communications vehicles and other mobile equipment,) and establish procedures for their use. The interoperability radio channels (and communications vehicles) are available as needed throughout the region. They are intended to provide both communications operability and interoperability at any multi-agency incident anywhere in the region.

In accordance with the Statewide Communications Interoperability Plan (SCIP), "Each Regional SOP will name a lead agency that will be responsible for the management, maintenance, and upgrade of the SOP. The SOP's will be revised when major changes are needed due to enhancements or other changes in the communications environment."

*The lead agency for **Region's 21** SOP is **LRGVDC.***

4.1.2 Purpose and Scope

The purpose of this RSOP is to define the authority, roles, and procedures for first responders to use when operating on the **Region 21** interoperability channels and/or activating and using mobile assets. This RSOP also recognizes a number of interoperable communications alternatives to the **Region 21** interoperability channels, which can provide back-up and redundant communication capabilities during critical incidents. This RSOP provides general operational guidelines for using calling and tactical interoperability channels; it is up to individual agencies to develop specific operational and technical SOP's for their internal purposes.

The scope of this RSOP includes all public safety agencies -- police, fire, and EMS -- and public service agencies in **Region 21.** These agencies will work cooperatively to follow this RSOP during any multi-agency response. Agencies outside this region wishing to participate may enter into a Memorandum of Understanding (MOU) with **Region 21** for use of the channels and mobile assets, thereby agreeing to operate according to the procedures outlined in this document.

4.1.3 Definitions, Channel Naming, and Radio Programming Requirements

Definitions

7CALL50 – An FCC-designated public safety 700 MHz frequency used for "calling" or hailing.

Intended use: This channel is used for in-bound first responders from outside the region to call Public Safety Answering Points (PSAP's) in the event they need resources or are responding in a mutual aid situation. A call is made to dispatch to determine which tactical frequency the incident is utilizing. The PSAP may use this frequency to direct responding units to an incident location or to advise which tactical channel to use.

7TAC# – An FCC-designated public safety 700 MHz frequency used for tactical purposes.

Intended use: Example: The law enforcement agency operating at a hostage situation involving more than one agency can utilize any one of the many 7TAC frequencies for communication. The Incident Commander may choose to move Hostage Negotiations to 7TAC51 to lessen radio traffic on a main sector channel. (There are also discipline-specific tactical channels in the 700 MHz band, e.g. 7LAW, 7FIRE, 7MED. See the Texas Statewide Interoperability Channel Plan or TSICP for the complete list.)

8CALL90 – An FCC-designated public safety 800 MHz frequency used for "calling" or hailing. (See intended use under "7CALL50.")

8TAC# – An FCC-designated public safety 800 MHz frequency used for tactical purposes. (See intended use under "7TAC#." See the TSICP for the complete list of 8TAC channels.)

Communications Unit Leader (COML) – Responsible for developing plans for the effective use of incident communications equipment and facilities; installing and testing communications equipment, distribution of communications equipment to incident personnel; maintenance and repair of communications equipment. ; supervision of the COMT, THSP, INCM, RADO COMC; .

Incident Command System (ICS) – The combination of facilities, equipment, personnel, procedures, and communications operating, within a common organizational structure, with

the responsibility for the management of assigned resources to effectively accomplish stated objectives pertaining to an incident.

Incident Commander (IC) – the individual responsible for the management of all incident operations.

MHz (Megahertz) – Radio frequency designator: One million cycles per second.

National Incident Management System (NIMS) – NIMS provides a consistent nationwide template to enable all government, private-sector, and non-governmental organizations to work together during domestic incidents. ICS is the national incident management model.

Public Safety Answering Point (PSAP) – A regional center where 9-1-1 calls are answered. PSAPS often include public safety radio dispatch centers capable of communications on all FCC-designated public safety calling channels (Texas Law 2, VCALL10, UCALL40, 7CALL50, and 8CALL90. There is no FCC-designated interoperability calling channel for 900 MHz.) to provide a lifeline capability throughout the state.

Texas Law 2 (TXLAW2) – 155.370 (Tx) / 154.950 (Rx) – Formerly the statewide "Intercity" VHF channel, now a statewide wideband VHF calling channel.

UHF (Ultra High Frequency) – 450 MHz to 512 MHz for public safety, no longer widely used in the State of Texas.

UCALL40 – An FCC-designated public safety UHF frequency for “calling” or hailing. (See intended use under "7CALL50.")

UTAC# – An FCC-designated public safety UHF frequency used for tactical purposes. (See intended use under "7TAC#." See the TSICP for the complete listing of UTAC channels.)

VHF (Very High Frequency) – 150 MHz to 174 MHz for public safety; used by many public safety agencies throughout Texas, including the Texas Department of Public Safety.

VCALL10 – An FCC-designated narrowband VHF frequency used for “calling” or hailing. (See intended use under "7CALL50.")

VTAC# – An FCC-designated narrowband VHF frequency used for tactical purposes. (See intended use under "7TAC#." See the TSICP for the complete listing of VTAC channels.)

Channel Naming

The Texas nomenclature for FCC-designated calling and tactical channels, as detailed in the TSICP, follows channel-naming guidelines from the National Public Safety Telecommunications Council. However, because these names have changed over time, some agencies' radios may display different names for the same channels, as follows:

- **8CALL90/D** (851.0125 MHz) may show in some radios as "8CAL90/D," "8CALL/D," "I-CALL/D," or "USA-1/D."
- **8TAC91/D** (851.5125 MHz) may show in some radios as "8TAC-1/D," "ITAC-1/D," or "USA-2/D."
- **8TAC92/D** (852.0125 MHz) may show in some radios as "8TAC-2/D," "ITAC-2/D," or "USA-3/D."
- **8TAC93/D** (852.5125 MHz) may show in some radios as "8TAC-3/D," "ITAC-3/D," or "USA-4/D."
- **8TAC94/D** (853.0125 MHz) may show in some radios as "8TAC-4/D," "ITAC-4/D," or "USA-5/D."

(The letter “D” is used to signify "DIRECT," also known as talk-around or car-to-car, channels. These interoperable channels are available in all radios in both repeated and

direct modes. **In DIRECT or "D" mode, the channels operate radio-to-radio only and do not go through system repeaters or dispatch consoles.**)

In **Region 21**, system-specific interoperability channels/talkgroups are detailed in the **Region 21** RICP. Compliance with these naming conventions is required for all radios that access the regional system.

Radio Programming Requirements

Per the TSICP, all public safety agencies in the State of Texas will program their first responder radios with the appropriate in-band interoperability calling and tactical channels.

For VHF users, the appropriate in-band interoperability channels are TXLAW#, TXFIRE#, TXMED#, and TXAIR#, as well as VCALL10 and VTAC#.

For UHF users, the appropriate in-band interoperability channels are UCALL/D and UTAC#/D.

For 700 MHz users, the appropriate in-band interoperability channels are 7CALL90/D, 7TAC#/D, and the discipline-specific interoperable channels detailed in the TSICP.

For 800 MHz users, the appropriate in-band interoperability channels are 8CALL90/D, and 8TAC1/D through 8TAC4/D.

There are no FCC-designated interoperability channels in the 900 MHz frequency band. However, in **Region 21** certain 900 MHz channels are designated by Lower Colorado River Authority (LCRA)] for interoperability. These channels are available in 900 MHz public safety radios and to other public safety agencies via console patching. See the **Region 21 RICP** for details.

4.1.4 Communications Structure

State/ Regional/Local Specific Information

Incident Types

Incidents may be typed in order to make decisions about resource requirements. Incident types are based on the following five levels of complexity. (Source: U.S. Fire Administration)

Type 5

- The incident can be handled with one or two single resources with up to six personnel.
- Command and General Staff positions (other than the Incident Commander) are not activated.
- No written Incident Action Plan (IAP) is required.
- The incident is contained within the first operational period and often within an hour to a few hours after resources arrive on scene.
- Examples include a vehicle fire, an injured person, or a police traffic stop.

Type 4

- Command staff and general staff functions are activated only if needed.
- Several resources are required to mitigate the incident.
- The incident is usually limited to one operational period in the control phase.
- The agency administrator may have briefings, and ensure the complexity analysis and delegation of authority are updated.
- No written Incident Action Plan (IAP) is required but a documented operational briefing will be completed for all incoming resources.
- The role of the agency administrator includes operational plans including objectives and priorities.

Type 3

- When capabilities exceed initial attack, the appropriate ICS positions should be added to match the complexity of the incident.
- Some or all of the Command and General Staff positions may be activated, as well as Division/Group Supervisor and/or Unit Leader level positions.
- A Type 3 Incident Management Team (IMT) or incident command organization manages initial action incidents with a significant number of resources, an extended attack incident until containment/control is achieved, or an expanding incident until transition to a Type 1 or 2 team.
- The incident may extend into multiple operational periods.
- A written IAP may be required for each operational period.

Type 2

- This type of incident extends beyond the capabilities for local control and is expected to go into multiple operational periods. A Type 2 incident may require the response of resources out of area, including regional and/or national resources, to effectively manage the operations, command, and general staffing.
- Most or all of the Command and General Staff positions are filled.
- A written IAP is required for each operational period.
- Many of the functional units are needed and staffed.
- Operations personnel normally do not exceed 200 per operational period and total incident personnel do not exceed 500 (guidelines only).
- The agency administrator is responsible for the incident complexity analysis, agency administrator briefings, and the written delegation of authority.

Type 1

- This type of incident is the most complex, requiring national resources to safely and effectively manage and operate.
- All Command and General Staff positions are activated.
- Operations personnel often exceed 500 per operational period and total personnel will usually exceed 1,000.
- Branches need to be established.
- The agency administrator will have briefings, and ensure that the complexity analysis and delegation of authority are updated.
- Use of resource advisors at the incident base is recommended.
- There is a high impact on the local jurisdiction, requiring additional staff for office administrative and support functions.

Below is an example of an expanded ***organization chart for Incident Management at a major incident.*** It includes the Communications Unit Leader (COML) position in the Logistics sections. A full description of the duties and responsibilities of the Communication Unit Leader can be found in the DHS/OEC COML Student manual..

A depiction of command levels and roles within agencies clarifies the relationship among users. It is imperative that all agencies use the Incident Command System (ICS) as well as the NIMS to manage all incidents. As recommended in ICS and NIMS, *PLAIN LANGUAGE* shall be used when communicating on the calling and tactical channels***. It is the responsibility of the Incident Commander to determine when to use the national calling and tactical channels, however, the following criteria must be met as a minimum:***

- Multi-agency/multi-jurisdictional disasters or emergencies involving imminent danger to life and property.
- Special event control activities, generally of a pre-planned nature and generally involving joint participation of two or more public safety agencies

- Drills, exercises and training sessions.

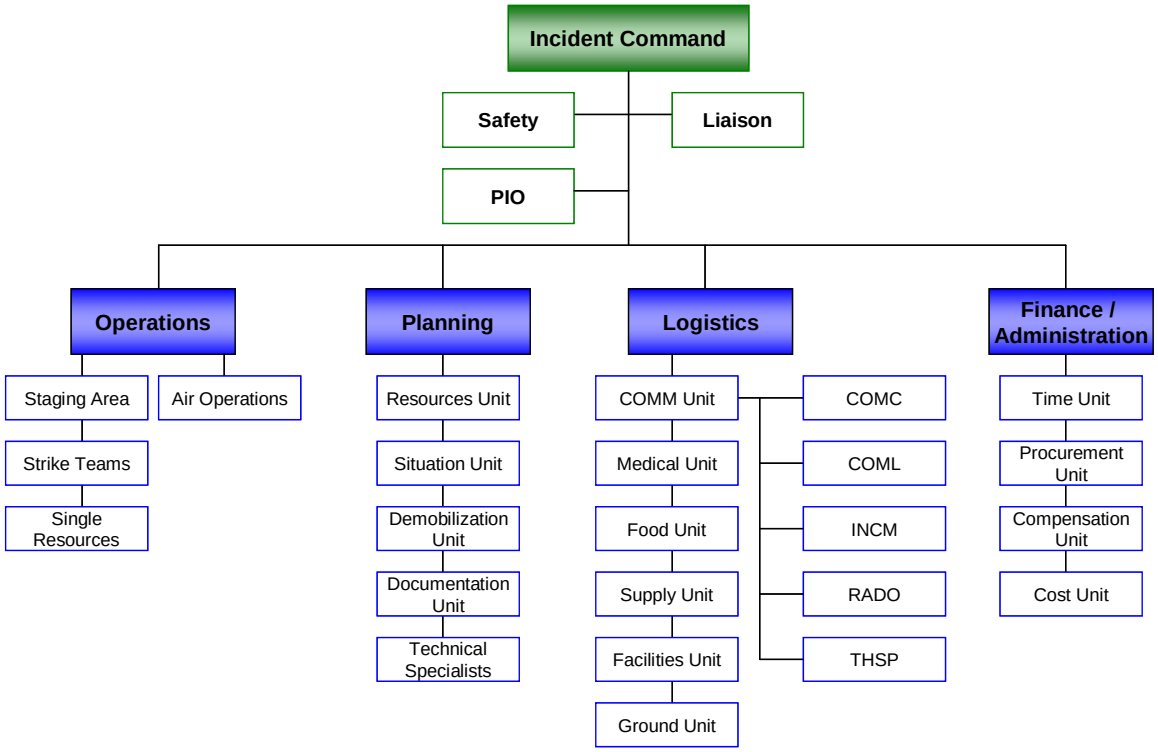


Figure 3 Incident Management: Major Incident

4.1.5 Regional Policies and Procedures

General interoperable communications rules of use, policies, and procedures that apply across all participating systems, mutual aid channels and gateways are detailed below.

Regional - Shared System Rules of Use

- **National Incident Management System** – Use an Incident Command System (ICS) compliant with the National Incident Management System (NIMS) when using any regional interoperability resource.
- **Plain Language** – All interoperable communications during multi-agency, multi-discipline incidents will be in plain language. Avoid using radio codes, acronyms, and abbreviations as they may cause confusion between agencies. Ensure that all verbal requests for assistance or backup specify the reason for the request.
- **Unit Identification** – Announce your home agency prior to announcing your unit identifier during interoperable communication situations. (i.e., Harlingen Fire 2 XYC)
- **Encryption** – All encrypted radios users must operate in a “clear” mode when a gateway is used, unless otherwise arranged in advance. **Never assume encryption carries across the gateway.**

- **Monitoring** – The Incident Commander, or their designee, will ensure that each activated interoperability channel is monitored consistently while in use.

Regional Shared System Policies and Procedures

Use the following procedures when requesting, using, or discontinuing the use of shared communication systems:

- When an individual responder needs to interoperate with other agencies on their same shared system, the responder will notify their dispatch center. The dispatcher can then identify and designate an appropriate channel. Note that in cases where no dispatcher intervention is required, responders still notify dispatch that they are switching to a shared channel to maintain responder safety.
- Notify dispatch when the interoperability channels/talkgroups are no longer required and announce the return to normal operations channels.
- For extended incidents:
    - The lead agency dispatcher notifies the COML/designee that interoperability channels/talkgroups are in use.
    - Each agency's dispatch center tells additional en-route responders what interoperability channels are in use for the incident.
    - The Incident Commander determines when the interoperability channels are no longer required and notifies the appropriate dispatch center.

Regional Shared System Problem ID and Resolution

During an incident:

- Agencies using a shared system will report any problems with that system directly to the **Region 21** COML/designee. The **Region 21** COML/designee ensures effective resolution to reported shared system problems.

NIMS and Multi-Agency Coordination

The Texas Division of Emergency Management has implemented a well developed Multi-Agency Coordination System (MACS) which is compliant with NIMS and the National Response Plan.

Per the Statewide Communications Interoperability Plan (SCIP), **Region 21** has adopted and implemented NIMS procedures for emergency response. Use of an ICS, compliant with the National Incident Management System, is required for use of any regional interoperability resource. (Also see SCIP Section 5.5 NIMS Compliance.)

- The first responder on scene becomes the local Incident Commander (IC) and remains IC until he/she is replaced by an IC with more experience and expertise or the incident operational period exceeds 12 hours.
- If needed, the IC may call for additional resources from other disciplines within the jurisdiction and/or other jurisdictions including adjacent cities or county.
- If needed, the IC may contact the city and/or county Emergency Manager to open the Emergency Operations Center; at this point the Emergency Manager will notify the Chief Elected Official and the DPS Regional Liaison Officer (RLO). The RLO is the emergency management link between the state government and city and county governments and non-governmental organizations.
- If additional and/or special resources are still needed the Emergency Manager makes a formal request to the Disaster District Chair (DDC) for state resources.

- The DDC may contact the State Operations Center (SOC) for additional state-level action if necessary.

The figure below shows a graphic assessment of how MACS is implemented in Texas. More details on MACS and Incident Command implementation is provided in Section 2 of the SCIP.

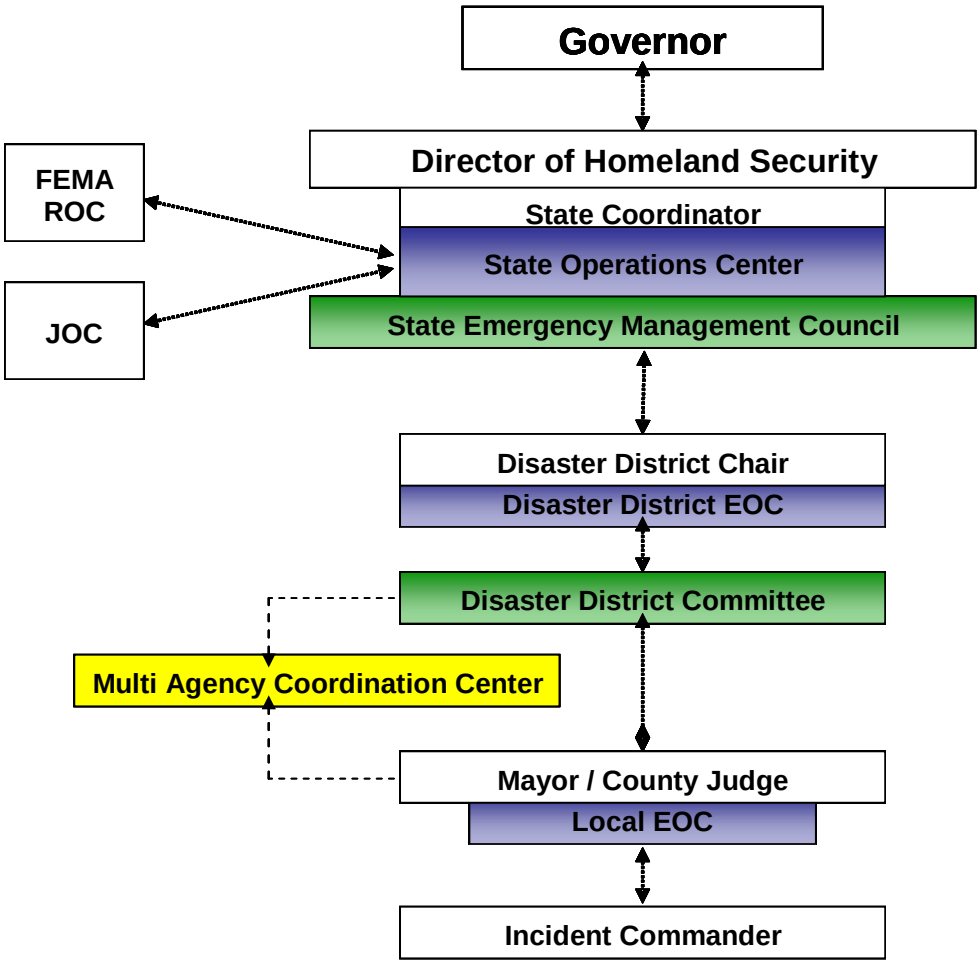


Figure 4 Channels for Requesting Operational Assistance

4.1.6 Use of Interoperability Channels

Incident Command System (ICS)

Each agency will use ICS as an operational guide at large-scale incidents. Radio communications procedures on the interoperability channels must be consistent with NIMS.

Appropriate Use of Interoperability Channels

Use of interoperability channels shall be limited to their designated purpose of coordination between emergency response agencies, dispatchers, and resources in the field. Such coordination may occur during en-route travel, during exercises, or on-scene.

The interoperability channels are not to be used for routine dispatch operations but may be used by dispatchers for communications with personnel in the field, in accordance with local and regional policies and procedures. Tactical interoperability channels may be used for day-to-day emergency operations in the absence of higher priority events.

Use of interoperability channels shall be prioritized as follows:

- Emergency or urgent operation involving imminent danger to life or property.
- Disaster or extreme emergency operation requiring extensive interoperability and inter-agency communications.
- Special event, generally of a pre-planned nature.
- Joint training exercises.
- Inter-agency and en-route communications in accordance with local and regional policies and procedures.
- Day-to-day tactical communications on scene.

Limited Use and Full Activation of Interoperability Channels

Limited Use - Limited use of interoperability channels is appropriate when an incident can be resolved by public safety or public service agencies. .

Full Activation - Full activation is appropriate when an incident requires the activation of Interoperable Channels.

Radio Channel Activation Authority

Use of interoperability channels may be requested whenever an agency I, determines the need to communicate directly with other agency representatives who have access to the channel. Each agency has the right to use the channels as necessary for public safety and availability of necessary resources. It is important to note that use of the channels is not intended to replace the establishment of an on-scene unified command post among responding agencies. Interoperability channels are intended to assist communications until a command post can be established or to speak with an agency representative not yet on the scene.

Establishing and Transferring Lead Dispatch Radio Command Control

The IC, identifying the need for interoperable communications, will contact his/her respective dispatch/radio communications center (i.e., mayor's office, police/fire/EMS dispatch center). The IC will request that specific agencies switch their radios to the designated interoperability channel(s). The dispatch/radio communications center of the agency that initiates use of the interoperability channel(s) has the responsibility to notify all other required agencies by radio or telephone in accordance with the procedures outlined in this SOP. The dispatch/radio communications center will become the lead dispatch/radio communications center.

The designation of the lead dispatch/radio communications center may be changed as the lead agency requires or requests. If the IC is transferred, the new IC will notify his/her respective dispatch/radio communications center by radio or telephone that he or she is the new IC for the agency. That dispatch/radio communications center will then become the lead dispatch/radio communications center of the designated interoperability channel(s).

Notification Process for Establishing Command Control

Each agency participating in incident will follow its own internal notification procedures for establishing command and control. The mayor, county judge, police chief, fire chief, EMS chief, and emergency management agency director or their designees are authorized to activate the interoperability channel(s).

Discontinuation of Interoperability Channel Use

At such a time that communication on the interoperability channel(s) is no longer required, the IC of the lead agency will notify his/her respective dispatch/radio communications center to discontinue active use of the channel(s), and normal monitoring will resume. The lead dispatch/radio communication center will notify all participating dispatch/radio communications centers that the interoperability channel(s) is no longer in use.

4.1.7 Interoperability Channel Monitoring and Operation

Interoperability Calling Channel Monitoring

Each Public Safety Dispatch/Communications Center will monitor Interoperability Channels as defined in the TSICP on a daily basis.

Interoperability Channel Operation

Per the TSICP, all FCC-designated interoperability repeaters are maintained in "receive mode" for monitoring purposes. Repeaters are disabled for transmit operation until needed for two-way communication. This prevents interference with repeaters in adjacent jurisdictions that operate on the same interoperability frequencies.

4.1.8 Regional Shared Channel(s)

Note: In addition to the requirements of the TSICP, each region will monitor interoperability channels listed in ***(See Appendix O)***.

4.1.9 Communications Alternatives

Several alternatives may have been identified to ensure interoperable communications remain available among all agencies if the interoperability channel is not available. A sample list of alternatives is provided below. It may be helpful to describe capabilities and guide readers to appendices if instruction is required.

1. **Telephone Conference Bridges**

Telephone conference bridges permit direct communication among a number of users, assuming they have access to telephone services.

Region 21 utilizes conference bridges during emergency incidents and makes them available at the EOC(s) for use by member agencies. Most agencies report using some form of conference bridge routinely and feel that it is a valuable tool in times of emergencies provided there is access to telephone services.

2. **Cellular/Push-to-Talk Commercial Wireless Technology**

Currently, most agencies use cellular/push-to-talk commercial wireless communications technology. In the event that the intra-jurisdictional interoperability channel is malfunctioning, this technology may be used to disseminate critical information to department heads and/or designees.

Cameron and Hidalgo Counties have go kits, each consisting of 30 Nextel walkie-talkie & Sprint cell phones, ready for emergency use at the EMC. Hidalgo county also has 10 air-cards and two router modems.

Other agencies report some variation of emergency cell phone use.

3. **Computerized Emergency Notification System**

The computerized emergency notification system will be programmed to contact specific individuals and agencies, depending on the nature of the incident. This includes appropriate media outlets, which could be used to inform the general public of situation updates, specific instructions, and/or emergency locations, if warranted.

4. Internet/E-mail

A lesson learned from September 11, 2001 was the power of the Internet and e-mail. While conventional communications outlets (i.e., wireless phones and land lines) were either damaged or overwhelmed, the Internet was up and provided an invaluable service to the general public. In the same way, the city's online EOC can be used as a means to pass information to various agencies that are involved in the event.

Most of the agencies in Region 21 have internet capabilities and will utilize them as and where needed.

Both city and county e-mail capabilities are available and some agencies purchase wireless hubs and wireless cards to ensure the network would be operational even if the EOC lost access to the agency servers.

5. Satellite Phones

Satellite phones are assigned to the agency heads for intercommunications if conventional phone lines become impaired. **Satellite phones will be stored at Cameron and Hidalgo county OEMs and assigned for use by the EMA directors and/or operations officers at the time of need.**

Los Fresnos is the only city reporting the use of satellite phones and they currently have two units stored at the police headquarters.

The satellite phone numbers will be supplied to the EOC at the time of an incident.

For satellite phone numbers, contact the perspective jurisdiction's Emergency Management Office/Department. ***(See Appendix P)***

6. Dispatch/Radio Communications Center to Dispatch/Radio Communications Center Messaging

[This section will be customized for this agency/region/or entity]

None of the agencies in Region 21 have reported using this feature, although it is a potential upgrade to most consoles.

Willacy and Hidalgo counties have PSAPS that are managed by the LRGVDC 911 Council with consoles that have messaging capabilities.

Example: Police, fire, and EMS share a common computer-aided dispatch (CAD) system capable of providing text messaging between users.

7. Amateur Radio Resources

Amateur Radio Operators (also known as 'ham radio operators') provide a valuable service in time of need. They are licensed by the Federal Communications Commission and are permitted to operate on a broad range of frequencies dedicated for their use. The 'ham radio' operators typically provide their communications equipment (fixed and portable) to

serve EOC, shelters, etc. when requested. Frequently the licensed amateurs voluntarily associate with groups or teams such as:

Amateur Radio Emergency Service (ARES)

Radio Amateur Civil Emergency Service (RACES)

Military Auxiliary Radio System (MARS)

(See Appendix Q)

8. Runner System

In the unlikely event that the intra-jurisdictional interoperability channel and redundant back-up systems are all unavailable, the police department will arrange for a "runner system" in which designated personnel respond to the residence of department heads and other key agency representatives to make notifications and provide transportation as necessary.

4.1.10 Regional Gateways

"Gateway" systems interconnect channels of disparate systems (whether on different frequency bands or radio operating modes), allowing first responders using their existing radios and channels to be interconnected with the channels of other users outside of their agency. Dispatch consoles that are able to create patches will also be captured as gateways. Gateways for regional use are listed on ***(See Appendix R)*** along with POC information.

Regional Gateway Communications Request

The COML and/or Incident Commander must be aware that activating multiple gateways to support an incident can result in mutual interference. Interference issues are best resolved by the technical support team assigned to the gateways.

The agency requesting the use of a fixed or mobile gateway device for incident/event communications support should document and provide the following information to the owning gateway agency POC, on request:

- Requesting agency
- On-scene agencies requiring interoperability
- Incident/event type (e.g., wild land fire, etc.)
- Equipment required
- Expected duration of event
- Location required/access information
- Incident POC
- User/requestor and/or servicing dispatch contact phone number
- Additional support services requested (e.g., gateway operator, generator, etc.)

Regional Fixed Gateway Activation

Once the owning agency grants authorization to use their fixed gateway, the region-wide procedures for establishing communications connectivity are:

- Select a channel or talkgroup on the home system for use in the gateway patch.

- Verify the system-wide availability of required resources (coordinate among control point dispatchers).
- Provide radio call sign/designator information to connected agencies as needed.
- Assign the requested unit/agency to that channel or talkgroup.
- Connect the agency to the appropriate talkgroup.
- Announce to users that interoperability is activated.
- Identify users on the interoperability channel using their agency name and unit identifier through *a roll call*.
- Monitor the interoperability channel to address requests.

Regional Mobile Gateway Deployment Procedure

Upon receiving a request for the deployment of a mobile gateway, the owning agency dispatcher should follow these deployment procedures:

- Contact the on-call mobile gateway operator/technician responsible for mobile gateway deployment.
- Dispatch the mobile gateway operator to the incident scene.
- Inform the requesting agency that the mobile gateway is en route and provide an estimated time of arrival (ETA), if available.

The mobile gateway operator should follow these deployment procedures:

- Provide dispatch with an ETA at the incident and method of communications while en route (e.g., designated radio channel, cell number).
- Retrieve the dedicated unit and mobile gateway from its storage location and deliver it to the incident scene
- Report to the Incident Commander or Check-in on arrival.
- Once on-scene, establish patches via the mobile gateway in accordance with the Gateway Activation Procedures listed above.

Regional Gateway Deactivation

When the gateway connection(s) is (are) no longer required, agencies should follow these deactivation procedures:

- Contact the monitoring dispatcher (for fixed gateways) or the mobile gateway operator (for mobile gateways) to request patch/gateway deactivation.
- Announce over all patched channels/talkgroups that connections will be deactivated prior to the connection being disabled.
- Return all personnel to their appropriate home system channel assignments.

Regional Gateway Problem ID and Resolution

During an incident:

- Report gateway problems to the owning agency dispatcher (for fixed gateways) or mobile gateway operator (for mobile gateways), who will follow established agency procedures to resolve the problem.

Following an incident, the following general problem ID and resolution processes apply to all regional gateways:

- Report any problems with the gateway to the appropriate POC for that agency. The POC will be responsible for ensuring effective resolution to problems that exist with the gateway.
- Report unresolved gateway problems directly to the **Region 21 COML/designee**. The **Region 21 COML/designee** ensures effective resolution to reported gateway problems.

Regional Gateway Limitations

Interoperability provided through a gateway can connect participating agency responders but has the following limitations:

- The number of simultaneous patches that can be supported by the gateway will be limited by switch capacity and the number of lines connecting control centers and consoles. As a result, a limited number of patches involving resources at different control points can be supported simultaneously. Likewise, a limited number of patches involving resources that are accessed through a communications center console may be supported simultaneously.
- Home system coverage may limit communications. Gateway users must be within the footprint of their coverage area.
- Agencies not permanently configured on a given gateway will require additional planning to establish interoperable communications through that gateway.

Regional Gateway Test Procedures

To ensure that equipment components of the gateway operate properly, each agency will participate in the following testing procedure:

- Representatives from multiple agencies should meet on a regular basis to test each gateway.
- Testing should include deployment (mobile only), setup, operation, and deactivation of each gateway.
- If an issue or problem is identified during the testing procedure, determine who will take corrective action. If the issue or problem cannot be resolved, contact the appropriate technical personnel to address the issue or problem.

4.1.11 Regional Cache Radios

Cache radios, also known as “swapped radios,” refer to maintaining a cache of standby radios that can be deployed to support regional incidents. These radios may be from a regional cache or from a participating agency. These radios allow all responders to use common, compatible equipment during an incident. Specific caches within **Region 21** are listed in ***(See Appendix S)***.

Regional Cache Radio Policies and Procedures

Region 21 radio caches have the following characteristics:

- Portable radios are fully charged and maintained, ready for immediate deployment.
- Deployed equipment includes battery chargers to support extended deployments.
- Personnel are available to transport equipment to the incident scene.
- Technicians are available for on-scene support during the deployment.

Reference additional cache radios in an annex.

All **Region 21** named radio caches are required to have the following channels/talkgroups programmed ***(See Appendix T)***.

Regional Radio Cache Request

The Incident Commander, or the designee, determines when a situation exists that requires the use of a regional radio cache and notifies the appropriate dispatch center. The dispatch center will follow internal agency procedures to contact the COML or Radio Cache Agency POC and relay pertinent information regarding the event. The requesting agency documents and provides the following information to the Radio Cache Agency POC, on request:

- Requesting agency
- On-scene agencies requiring interoperability
- Incident/event type of event (e.g., wild land fire, etc.)
- Equipment requirements
- Expected duration of event
- Location required/access information
- Incident POC
- User/requestor and/or servicing dispatch contact phone number
- Additional support services requested (e.g., technician, chargers, etc.)

The Radio Cache Agency determines what radio caches are available for use, identifies a specific cache, activates that cache, and coordinates the cache deployment with the requesting agency Incident Commander or their designee.

Regional Radio Cache Equipment Activation

Upon receiving a request for the deployment of a radio cache, the owning agency **dispatcher** should follow these deployment procedures:

- Contact the on-call technician responsible for radio cache deployment.
- Dispatch the radio cache technician (or an approved designee) to the incident scene.
- Inform the requesting agency that the radio cache is en route and provide an estimated time of arrival (ETA), if available.

The **radio cache technician (or designee)** should follow these deployment procedures:

- Provide dispatch with an ETA at the incident.
- Retrieve the radio cache from its storage location and deliver it to the incident scene.
- Report to the Incident Commander or Check-in on arrival.
- Once on-scene, sign the cache over to the requesting agency for incident use or, if assigned to remain on scene, coordinate radio cache deployment procedures with the Communications Unit.
    - Each radio in the radio cache will have a unique identification number for inventory tracking. Ask the receiving agency to sign a property transfer form if they take responsibility for managing the radio cache on scene.
    - The requesting Incident Commander, or their designee, will be responsible for:
        - Supporting radio deployments on-scene
        - Maintaining a record of each user and agency to whom a radio and associated accessories have been distributed

  - Documenting the identification number of each radio deployed
  - Documenting the channel(s) in use
- Each user and/or agency that receives a radio from the radio cache will be responsible for returning that radio and all associated accessories to the cache at the end of the incident.

Regional Radio Cache Equipment Deactivation

When the radio cache is no longer required, agencies should follow these deactivation procedures:

- Coordinate the return of all cache radios to the Communications Unit through the Incident Commander or their designee.
- The Communications Unit will be responsible for inventorying all radios and accessories returned to the cache. Before leaving the incident scene, the Communications Unit will determine if any radios have not been returned to the radio cache and note the user and agency to which the radio was distributed. Provide this information to the Incident Commander or their designee.
- If the missing radios cannot be recovered at the incident scene, the Communications Unit will provide this information to the Radio Cache Agency POC for resolution.

Regional Radio Cache Problem ID and Resolution

During an incident:

- Report radio cache problems to the radio cache technician or their designee who will follow established agency procedures to resolve the problem.

Following an incident, the following general problem ID and resolution processes apply to all regional radio caches:

- Report any problems with the radio cache to the appropriate POC for the owning agency. The POC will be responsible for ensuring effective resolution to problems that exist with the radio cache.
- Report unresolved radio cache problems directly to the **Region 21 COML/designee**. The **Region 21 COML/designee** ensures effective resolution to reported radio cache problems.

4.1.12 Mobile Communications Units (MCUs)

A mobile communications Unit (MCU) (also known as a Mobile Communications Center (MCC) or Mobile EOC) refers to any vehicular asset that can be deployed to provide or supplement communications capabilities in an incident area. Examples of the types of communications devices an MCU can house are: subscriber and base station radios of various frequency bands, gateway devices, satellite phones, wireless computer networks, video broadcasting/receiving equipment, etc. Typically these communications devices are permanently in the MCUs when not used. The MCU should also be able to temporarily provide the electrical power required to operate the communications devices.
(See Appendix U)

Mobile Communications Unit Policies and Procedures

The Incident Commander, or the designee, determines when a situation exists that requires the use of an MCU and notifies the appropriate dispatch center. The dispatch center will follow internal agency procedures to contact the COML or MCU POC and relay pertinent information regarding the event. The requesting agency documents and provides the following information to the MCU POC, on request:

- Requesting agency
- Agencies requiring interoperability
- Incident/event type (e.g., wild land fire, etc.)
- Expected duration of event
- Location required/access information
- Incident POC
- User/requestor and/or servicing dispatch contact phone number
- Additional support services requested

The MCU Agency determines if the MCU is available for use and coordinates the deployment with the requesting agency Incident Commander or their designee.

4.1.13 Regional Emergency Resource Staffing

Emergency Resource Directory

The Emergency Resource Directory establishes a list of personnel who will respond to fill the Communication Unit positions.

Identified personnel must train and exercise to a regional response level.

Job descriptions and qualified personnel for each Communications Unit position are detailed in ***(See Appendix V)***.

Dispatch Center

Communications Coordinator (COMC) – The COML will work with the COMC to coordinate communications with other dispatch centers and the incident communication plan. Locally, the jurisdictional dispatch center supervisor or dispatcher will act as the Communications Coordinator. Coordinators may also be located at the region/county, State, and Federal level.

At an Incident/Event

Communications Unit Leader (COML) **–**Manages the technical and operational aspects of the Communications Function during an incident or event. Develops National Incident

Management System (NIMS)/Incident Command System (ICS) Form 205 Incident Radio Communications Plan and supervise the communication unit.

Technical Specialist (THSP) – Allows for the incorporation of personnel who may not be formally certified in any specific NIMS/ICS position. The THSPs may include Local Agency Radio Technicians (as opposed to the COMT), Telephone Specialists, Gateway Specialists, Data/IT Specialists, and or Cache Radio Specialists.

Incident Communications Technician (COMT) – Deploys advanced equipment and keeps it operational throughout the incident/event.

Incident Communications Center Manager (INCM) – Supervises the operational aspects of the Incident Communications Center (ICC) (Mobile Unit and/or Fixed Facility). During an incident, the ICC is designed to absorb incident traffic in order to separate that traffic from

the day-to-day activities of the dispatch center. The ICC is typically located at the Incident Command Post (ICP) in a fixed site, tent, trailer, mobile communications unit.

Radio Operator (RADO) - Staffs a radio at the ICC and is responsible for documenting incoming radio and telephone messages. Incident Dispatchers or Tactical Dispatchers are used as RADOs.

The table found in ***(See Appendix W)*** identifies regional COML. The form should be used at the incident site to list specific contact information of the Incident Emergency Resource Personnel.

Additional information about COML and other components of incident communications management can be found at the SAFECOM web site at http://www.safecomprogram.gov/SAFECOM/currentprojects/comltraining/.

4.1.14 Commercial Services Dependencies

Commercial Cellular data services are prevalent in our region. **AT&T** (*change to appropriate provider*) is our largest provider of this service. Commercial data circuits are widely used for back haul for most of the radio systems in use in the region. Plans are underway to replace these data circuits with more reliable microwave connectivity. Commercial cellular voice provided by a variety of vendors is also heavily used in our region for non-tactical communications.
(Possibly add the customer representatives, then add what kind of connections and circuit numbers you have. Describe how your connections work. Identify the contact and the circuit number. Develop some sort of architecture.)

4.1.15 Disaster Communications Capabilities

A Strategic Technology Reserve (STR) has been established by the DPS and TMF which will be used to provide and/or restore emergency communications due to natural hazards (such as hurricanes, floods, tornadoes, etc) and hazards caused by terrorist or criminal activities. DPS is the designated first responder state agency and will continue to implement and manage the Strategic Technology Reserve equipment. The STR may include:

- Command/Communications Trailers
- Primary Towing Vehicles
- P25 Compliant Portable Radios with Trunking
- Cellular on Wheels
- Trunking Site on Wheels
- Laptop Computers for each Command Trailer
- Suitcase Digital Repeaters with Trunking
- IP Gateway Devices
- FRS Radios
- Portable Generators
- Cargo Trailers
- Portable Gateway Devices
- Video Downlink for Helicopters
- Satellite Telephones and Radios
- HF Radio Equipment

When called upon to support planned events, respond to hostile events or natural disasters, the STR assets can provide augmentation to expand the area of coverage of existing systems, assist with wireless communications during planned events if necessary, or provide

critical communications capabilities to local systems damaged during a hostile event or natural disaster.

To request STR assets or copies of STR Policies and Procedures contact the DPS Communications Area Manager or DPS at 512-424-2121.

4.1.16 Fuel Re-Supply Plan

Each jurisdiction will be responsible for producing their own fuel re-supply plan for communications sites and equipment.

4.1.17 Prioritization and Shared Use of Regional Interoperability Assets

In response to events or incidents which cross over political jurisdictions, there will potentially be competing demands and priorities for interoperable communications assets.

Until such time as Incident Command is established, the lead agency designee (i.e., communications supervisor/command personnel), in cooperation with assisting agencies, will have the authority to designate the use of interoperable assets. Once Incident Command has been established, Command Staff or Communication Unit Leaders (when designated) direct the further coordination and delegation of the interoperable communications assets assigned to the event or incident in question.

Agencies should judiciously activate needed interoperable assets so as to both effectively respond to the event and/or incident and also minimize any negative impact on surrounding agencies or jurisdictions. Specifically, interoperable communications should be attempted with the following order of operations in mind (subject to variability based on the agencies involved and the nature of the event/incident):

1. Leverage face-to-face communications wherever appropriate. For example, the co-location of all Command and General Staff at the incident command post (ICP) provides the best direct communications and reduces the demand on interoperability resources.
2. Employ local communications assets until such time as either those assets become taxed or inadequate based on the nature and/or scope of the incident.
3. If response agencies are users of a shared system, utilize that shared system to establish interoperable communications.
4. If response agencies operate on disparate systems, utilize shared or mutual aid channels to establish interoperable communications.
5. If response agencies do not share systems or channels, utilize a gateway solution to establish interoperable communications.
6. Where interoperable communications cannot otherwise be established between response agencies, utilize swap or cache radios to establish operable communications for responders.
7. If no other method of interoperability can be established, relay communications through staff members.

When the same resources are requested for two or more incidents, resource assignments should be based on the priority levels listed below:

1. Disasters, large scale incidents, or extreme emergencies requiring mutual aid or interagency communications.
2. Incidents where imminent danger exists to life or property.
3. Incidents requiring the response of multiple agencies.
4. Pre-planned events requiring mutual aid or interagency communications.
5. Incidents involving a single agency where supplemental communications are needed for agency use.
6. Drills, tests and exercises.

In the event of multiple simultaneous incidents within the same priority level, the resources should be allocated with the following priorities in mind:

1. Incidents with the greatest level of exigency (e.g., greater threat to life or property, more immediate need, etc.) have priority over less exigent incidents.
2. Agencies with single/limited interoperable options have priority use of those options over agencies with multiple interoperable options.
3. When at all possible, agencies already using an interoperable asset during an event should not be redirected to another resource.

4.1.18 Interoperability Testing Requirements

During standardized testing, the testing agency will communicate with participating public safety and public service agencies on the intra-jurisdictional interoperability channel.

There will be two different phases of radio testing:

1. Communications Center Testing

This weekly test of interoperability channels **Sunday at 10:00 a.m.** will be done between the public safety and public service dispatch/radio communication centers **Cameron, Hidalgo and Willacy Counties**. The agency radio technician will monitor the appropriate channels during testing.

2. Operational Testing

Each agency will decide when testing should take place. All agency heads or designated representatives with radios programmed with interoperability channels will participate in this testing. During this test, technical support will check the accuracy and performance of various sites.

4.1.19 Agency Responsibilities and Rights

Agencies will retain the following rights and responsibilities:

- Agencies are responsible for considering and, if agreeing to, complying with the MOUs and Agreements developed by the **LRGVDC** in coordination with their respective jurisdictions.
- Authorized representatives of agencies participating in this plan have the authority to request the use of equipment, including systems and mobile assets, in accordance with Regional Standard Operating Procedures.
- Where applicable, agencies will be responsible for consistently maintaining, testing, and exercising connectivity to interoperable communications.

- Agencies retain the right to decide when and where to participate in interoperable communications. For example, agencies will retain the right to accept or decline a patch to a gateway system to provide interoperable communications during an incident.
- Training Requirements - Participating agencies will be responsible for ensuring that their personnel are familiar with this RSOP and are properly trained in accordance with the guiding principles.

It is the responsibility of agency heads to ensure that these SOPs are followed as necessary.

It is the responsibility of all communication personnel to be familiar with and to comply with these SOPs.

Jurisdictions are required to adopt this document to participate in grant funding.

4.2 Regional Training and Exercise Plans

Implementing effective training and exercise programs to practice communications interoperability is essential for ensuring that the technology works and responders are able to effectively communicate during emergencies[4]. Optimal interoperability requires regular, comprehensive, and realistic exercises that address potential problems in the region and involve the participation of all personnel. *It is the responsibility of each region/ agency/jurisdiction to ensure adequate training and exercise opportunities are available for all emergency responders, and that all responding emergency responders are adequately trained.*

Through the annual SCIP Focus Group Session, the region will identify all jurisdictional and/or individual agency training and exercise concerns. Training sessions will be identified and/or scheduled within**12** of months to address these specific concerns. These training sessions may range from on-site drills with an individual agency to a state sponsored exercise.

Communications-Specific Tabletop Exercise

If the training concerns are significant throughout the region, the Interoperable Communications Sub-committee RICP Focus Group Session will study and evaluate the benefits of using the SAFECOM guide for "Communications-Specific Tabletop Exercise (TTX) Methodology" to create a regional table-top exercise specific to their identified needs. The guide provides a detailed, step-by-step approach to effectively plan, conduct, and evaluate an interoperable communications-specific TTX. As a result of this methodology, exercises developed and executed will help localities identify interoperability capabilities and gaps within existing processes.

> **How to Use the Tool**: This tool should be used with the general principles for planning and conducting effective exercises put forth by the U.S. Department of Homeland Security (DHS) and should adhere to Homeland Security Exercise and Evaluation Program guidelines.
>
> **SAFECOM Website Link**:
>
> http://www.safecomprogram.gov/NR/rdonlyres/C67306E9-3C28-4654-91A5-0CDFD6D3DE55/0/CommunicationsSpecificTabletopExerciseMethodology.pdf

COML

Critical and unprecedented incidents require an expert at the helm of the emergency response community who can immediately adapt to the situation. Within ICS, the communications specialists are referred to as the COMLs. The role of any COML position is a critical function that requires adequate training above and beyond the basic knowledge of communications systems and prepares emergency responders to manage the communications component of larger interoperability incidents[5]. Individuals shall be identified to serve and be certified as COML.

For the table that identifies COML trained within the region ***(See Appendix X)***.

[4] SAFECOM Continuum, www.safecomprogram.gov

[5] "National Summary of Statewide Communications Interoperability Plans (SCIPs)", February 2009, DHS, http://www.safecomprogram.gov/NR/rdonlyres/C6C0CD6A-0A15-4110-8BD4-B1D8545F0425/0/NationalSummaryofSCIPs_February2009.pdf

The COML will be provided a complete inventory of all regional, jurisdictional and agency interoperable equipment. A current inventory list will also be available in *CASM.* All regional interoperability equipment will be exercised minimum of (**insert** #) times per year by multiple and various emergency responders

4.2.1 Availability of Training and Exercise Drills

The State of Texas conducts state-directed Homeland Security training and exercise programs. Program descriptions and schedules can be found at https://www.preparingtexas.org/index.aspx. This site includes upcoming national, state and regional training and exercise events as well as national, state and regional workshops, seminars, conferences, and resource materials.

The Texas Homeland Security Preparedness web site works to assist jurisdictions to transition from basic to intermediate and advanced levels of training and exercises.

4.3 Texas Statewide Interoperability Channel Plan (TSICP)

The Texas Statewide Interoperability Channel Plan is a strategic element of the **Region 21** RSOP and the RICP. The TSICP will always accompany the RSOP when distributed. All regional communications training/exercise will include both the RSOP and the TSICP. The complete current TXICP and MOU can be found at http://tsiec.region49.org/MOU+TSICP11-5-08final.pdf.

The Texas Interoperability Channel Plan was adopted April 2005, and revised April 20,2009. All jurisdictions, cities and counties, are required to execute the MOU with the Texas Department of Public Safety to be eligible for federal communications funding. Every jurisdiction must sign the TSICP MOU prior to being authorized to use the frequencies.

This Channel Plan describes conditions and guidelines for use of state-licensed interoperability or mutual-aid radio channels by:

- Local government jurisdictions and their associated emergency response agencies
- Federal agency offices in Texas and their associated emergency response organizations
- Private emergency response organizations licensed or eligible to operate in the Public Safety Pool as defined in Part 90 of the Federal Communication Commission (FCC) Rules (47CFR subpart B paragraphs 90.15-90.20). For further information on FCC public safety radio pool eligibility for statewide use of interoperability channels within Texas, see http://publicsafety.fcc.gov/pshs/public-safety-spectrum/index.htm.

Appendix A Record of Change

Change No.	Description	Change Date	Approved By
01- state	Executive Overview		
	1. State of Affairs		
	1.1 CASM Overview		
	1.3 RICP Maintenance and Update		
	1.4 (Submit RICP by 3/15/2010)		
	2.1 State Governance Body, Figure 2		
	3.2.1 Existing Radio System		
	3.2.2 Regional Radio System Definition		
	3.2.3 Designated Regional Radio System(s)		
	3.3.1 Regional Radio System Characteristics and Description		
	3.3.2 Operability / Interoperability		
	3.3.3 Risk Mitigation		
	3.4.1 Key Roles and Responsibilities		
	3.5 Implementation Timeline and Costs		
	Figure 4 Incident Management – Major Incident		
	Figure 5 Channels for Requesting Operational Assistance		
	Other minor text corrections		
001- local	Section 4.1.13 Added PSAP Contacts rashly	12.1.2009	
002- local	Section 2.1 added Tx Governance Organization Chart cwood	2.25.2010	
003- local	Section 4.1.4 Incident Management Major Incident cwood	2.25.2010	
004- local	Section 4.1.5 Channels for Requesting Operational Assistance	2.25.2010	
005- local	Added Section 1.2.3 Public Safety First Responder Teams rashley	4.19.2010	
006- local	Added Section 3.2.2 Regional Radio System Definition rashley	4.19.2010	
007- local	Added Section 3.3.1 Regional Radio System Characteristics rashley	4.19.2010	
008- local	Section 4.1.4 added Incident Classification Chart rashley	4.19.2010	
009- local	Section 4.1.5 added revised Chain of Command requesting assets rashley	4.19.2010	
010- local	Section 4.1.9 corrected email address for Randy Ashley rashley	4.19.2010	
011- local	Section 4.1.10 added 2 missing fixed interop sites rashley	4.19.2010	

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Change No.	Description	Change Date	Approved By
012- local	Section 4.1.11 added new cache listing for McAllen rashley	4.19.2010	
013-local	Section 4.1.15 added "and TMF" to sentence rashley	4.19.2010	
014-local	Section 4.2 Accepted strike of text from sentence rashley	4.19.2010	
015-local	Appendix D added TMF and defined rashly	4.19.2010	
016-local	Section 3.3.5 Future Interoperability to Outside Agencies (New local Section) cwood	6.2.2010	
017-local	Section 1.1 Updated coverage area for LRGV regional system	6.9.2011	
018-local	Section 3.2.1 Updated list of P25 compliant and non-compliant radio systems	6.9.2011	
019-local	Section 3.2.3 Updated POC information for LRGV regional system	6.9.2011	
020-local	Section 3.3 Updated status of regional system	6.9.2011	
021-local	Section 3.3.1 Updated regional system description per RICP Round 2	6.9.2011	
022-local	Section 3.3.4 Added description for VHF interoperability system	6.9.2011	
023-local	Section 3.3.4 Updated regional system status per RICP Round 2	6.9.2011	
024-local	Section 3.3.5 Added new section describing findings, recommendations, and cost estimates from RICP Round 2 Appendix A Updated Implementation Timeline & Cost Report Table with RICP Round 2 Data	6.9.2011	
026-local	Table 1 Updated LRGVDC Participating Counties/Jurisdictions/Agencies POC Information bvaldez	9.12.2011	
027-local	Table of Contents: added Table 8 and Figure 4 bvaldez	9.19.2011	
028-local	Updated PSAP Contacts bvaldez	9.27.2011	
029-local	Moved tables and figures to Appendix section bvaldez	10.4.11	
030-local	Added Cameron County PSAP Contacts to Appendix V bvaldez	10.24.11	

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Appendix B LRGVDC Participating Countries/Jurisdictions/Agencies POC Information

Region/County/Urban Area	POC Name	Emergency Contact Information
Cameron County	Charles Hoskins	Phone: 956-547-7000 Cell: 956-466-1305
Bayview	Tom Rodino	Phone: 956-233-3352 Cell: 956-434-9841
Brownsville	Carlos L. Garcia	Phone: 956-548-7050 Cell: None
Combes	Patrick Quill	Phone: 956-425-7131 Cell: 956-535-1999
Harlingen	Mike Rinaldi	Phone: 956-216-5705 Cell: 956-873-2402
Indian Lake	John Chambers	Phone: 956-233-8559 Cell: 956-908-8673
La Feria	Sunny K. Philip	Phone: 956-797-2261 Cell: 956-343-7041
Laguna Vista	Robert McGinnis	Phone: 956-943-3446 Cell: 956-459-9255
Los Fresnos	James Harris III	Phone: 956-233-4473 Cell: 956-698-9382
Los Indios	Armando Prado	Phone: 956-399-4255 Cell: 956-241-0962
Palm Valley	Alvaro Garcia	Phone: 956-423-8384 Cell: None
Port Isabel	Edward Meza	Phone: 956-943-2682 Cell: 956-459-6994
Primera	Joe Rodriguez	Phone: 956-423-7119 Cell: 956-536-1067
Rancho Viejo	Manuel Cruz, Jr.	Phone: 956-350-4093 Cell: 956-755-9532
Rangerville	Charles Hoskins	Phone: 956-547-7000 Cell: 956-466-1305
Rio Hondo	Waldon Matlock	Phone: 956-748-3611 Cell: 956-241-1803
San Benito	Severo Ochoa	Phone: 956-361-3851 Cell: 956-456-6513
Santa Rosa	Xavier Martinez	Phone: 956-636-1050 Cell: None
South Padre Island	Burney Baskett	Phone: 956-761-3040 Cell: 956-433-9537
Willacy County	Frank Torres	Phone: 956-689-5456 Cell: 956-642-7557
Lyford	Paul Campbell	Phone: 956-347-3250 Cell: 956-793-4198
Raymondville	Eleazar Garcia	Phone: 956-689-2443 Cell: 956-642-7249
San Perlita	Frank Torres	Phone: 956-248-5725 Cell: 956-642-7557
Hidalgo County	Oscar Montoya	Phone: 956-318-2615 Cell: 956-289-6549
Alamo	Rolando Espinoza	Phone: 956-781-2004 Cell: 460-9579
Alton	Enrique Sotelo	Phone: 956-581-2602 Cell: None
Donna	David Simmons	Phone: 956-464-2121 Cell: 956-650-5123
Edcouch	Eloy Cardenas	Phone: 956-262-4721 Cell: None
Edinburg	Shawn M. Snider	Phone: 956-292-2001 Cell: 956-605-0760
Elsa	Sergio De Hoyos (Interim)	Phone: 956-262-4721 Cell: None
Granjeno	Rafael Garza	Phone: 956-519-0032 Cell: None
La Joya	Julian Gutierrez	Phone: 956-585-4855 Cell: None
Hidalgo	Hector Flores	Phone: 956-843-2737 Cell: 956-239-3308
La Villa	Hector Elizondo	Phone: 956-262-2122 Cell: None
McAllen	Rogelio Rubio	Phone: 956-681-2500 Cell: 956-607-0990
Mercedes	Olga Maldonado	Phone: 956-565-3102 Cell: 956-650-0289
Mission	Leo Longoria	Phone: 956-584-5101 Cell: None

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Palmhurst	Michael Vela	Phone: 956-583-8697 Cell: None
Palmview	Arnold Sepulveda	Phone: 956-222-2238 Cell: None
Penitas	Roel Bermea	Phone: 956-583-0050 Cell: None
Pharr	Elsa Sanchez	Phone: 956-787-2761 Cell: 956-648-7417
Progreso	Albert Rodriguez	Phone: 956-565-9266 Cell: 956-890-2236
Progreso Lakes	Oscar Montoya	Phone: 956-565-3602 Cell: 956-289-6549
San Juan	Tirso Garza	Phone: 956-223-2470 Cell: 956-369-5576
Sullivan City	Jose Anya	Phone: 956-485-9208 Cell: None
Weslaco	George Garrett	Phone: 956-968-1944 Cell: 956-454-1098

LRGVDC State Agencies POC Information

State Agency	POC Name	Emergency Contact Information
DPS-Tx Div. Emergency Mgt.	Jorge Jalomo	Phone: 956-984-5656 Cell: 956-227-0696
DPS-Disaster District Chairman	Juan Rodriguez	Phone: 956-984-5608 Cell: 956-330-1173

LRGVDC Federal Agencies POC Information

Federal Agency	POC Name	Emergency Contact Information
U. S. Border Patrol	Oscar Silva	Phone: 956-289-4847 Cell: 956-393-7727
Federal Bureau of Investigation	Spec. Agent Wayne Furnia	Phone: 956-984-6300 24/7: 210-225-6741

LRGVDC Nongovernmental Agencies

Organization	POC Name	Emergency Contact Information
American Red Cross	Sasha Cruz	Phone: 956-423-0523
Salvation Army	Major Dan Ford	Phone: 956-682-1468 Cell: 956-821-0382
RGV Catholic Charities	Norma Pimental	Phone: 956-702-4088 Cell: 956-455-1484
Baptist Men District 17	Mike Tello	Phone: 956-289-9976

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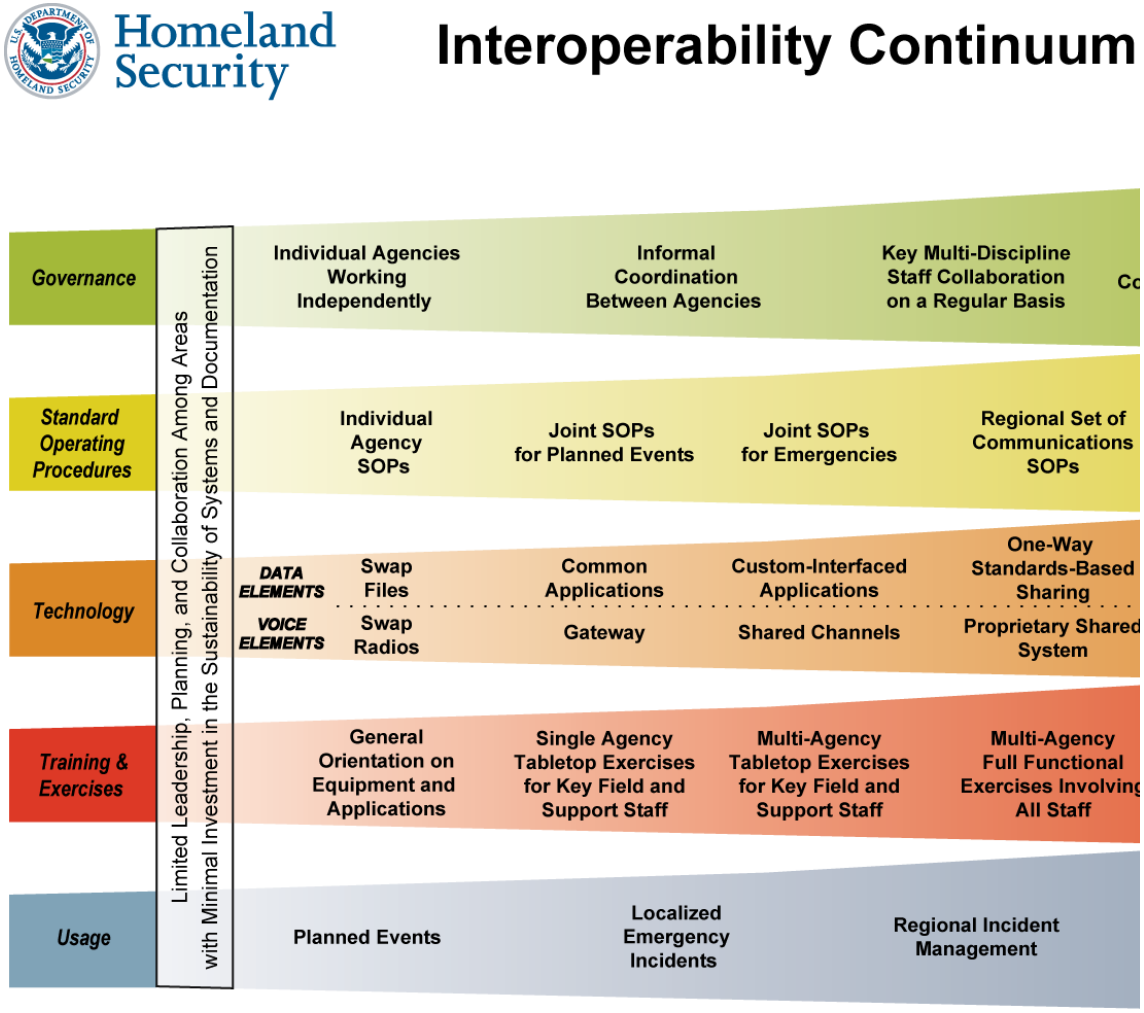
Appendix C Regional CASM AM POC Information

System Name	POC Name	Phone	Email	Area of Responsibility
LRGVDC	Manuel Cruz	956-682-3481	mcruz@lrgvdc.org	Director – LRGVDC Homeland Security Planning

Appendix D LRGVDC Regional Radio Systems

System Name	Coverage Area
Lower Rio Grande Valley Interoperable Network (NPSPAC)	Cameron, Hidalgo & Willacy Counties
LRGV-land mobile radio system	Cameron, Hidalgo, & Willacy Counties

Appendix E Interoperability Continuum

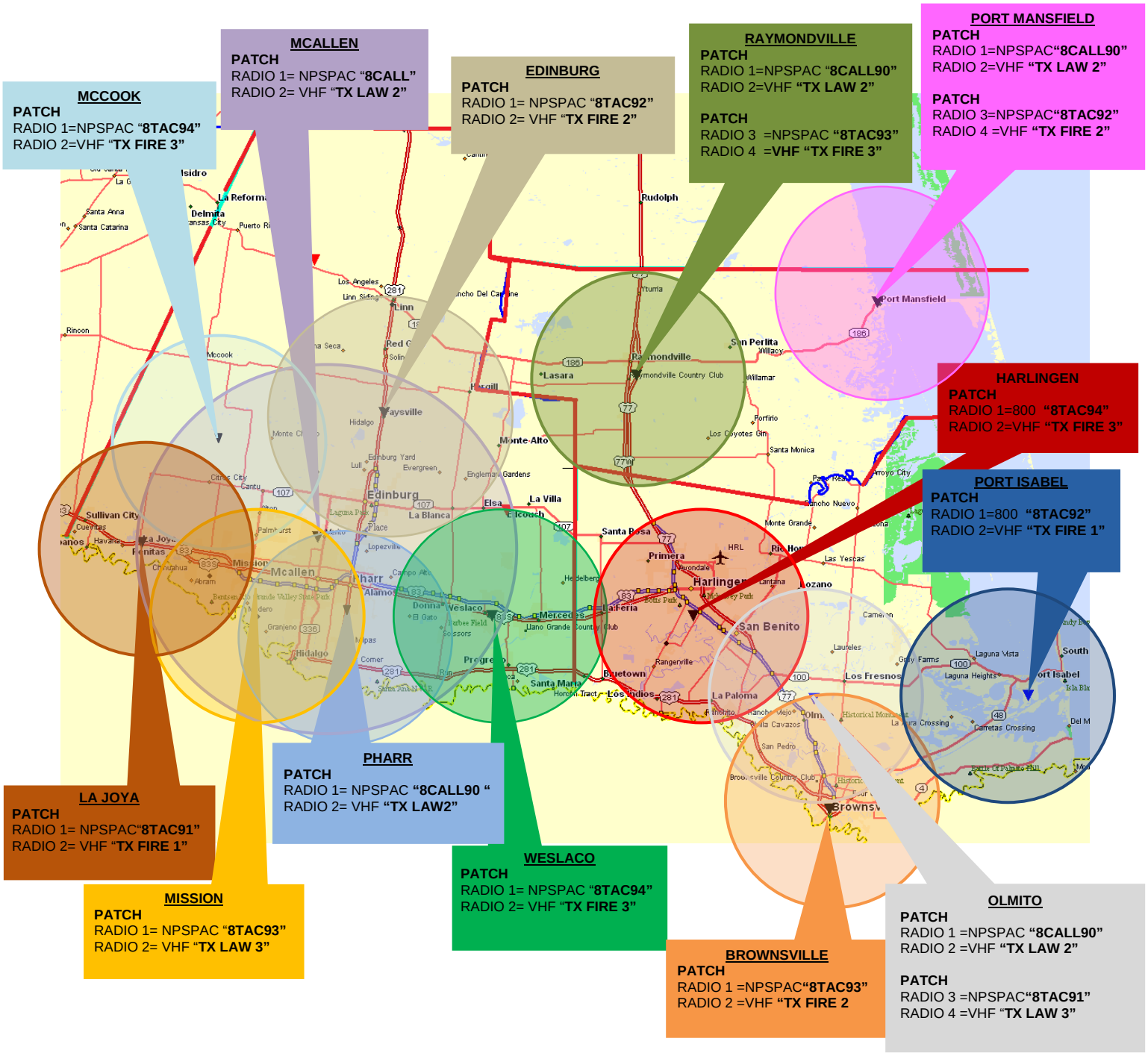


Appendix F RGVDC Regional Radio Systems

System Name	Primary Location	POC Information
Regional Radio System	Valley wide-RGV	Randy Ashley Communications Technology Manager City of McAllen 956-681-1444
Pharr/Edinburg System	Pharr/Edinburg	Jaime Guzman, Pharr Fire Chief, 956-787-2761 or Shawn Snider, Edinburg Fire Chief, 956-383-7691

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Appendix G LRGVDC/TSICP: Fixed Interoperability Sites



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Appendix H Additional Shared Channel/Cache Radio/Gateway Information

Fixed Sites

Location	VHF	800
Cameron Co - Olmito	**Texas Law 2**	**8CALL90**
Cameron Co - Olmito	Texas Law 3	8TAC91
Cameron Co - Brownsville	Texas Fire 2	8TAC93
Cameron Co - Harlingen	Texas Fire 3	8TAC94
Cameron Co- Port Isabel	Texas Fire 1	8TAC92
Hidalgo Co Central - Pharr	**Texas Law 2**	**8CALL90**
Hidalgo Co East - Weslaco	Texas Fire 3	8TAC94
Hidalgo Co North - Edinburg North	Texas Fire 2	8TAC92
Hidalgo Co Northwest - McCook	Texas Fire 3	8TAC94
Hidalgo Co Southwest - Mission	Texas Law 3	8TAC93
Hidalgo Co West - La Joya	Texas Fire 1	8TAC91
Willacy Co West - Raymondville	**Texas Law 2**	**8CALL90**
Willacy Co West - Raymondville	Texas Fire 3	8TAC93
Willacy Co East - Port Mansfield	**Texas Law 2**	**8CALL90**
Willacy Co East - Port Mansfield	Texas Fire 2	8TAC92

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Appendix I (Other) Additional Information

Owner/System/Channel Name	Police, Fire, EMS, PW	Analog / P25 / Mixed Mode	Conventional / Trunked	Band	Tower Locations	Control/ Dispatch Points
Alamo, City of	PD, FD, EMS	Analog	Conventional	VHF	423 Tower Rd	840 W Austin
Alton, City of	Police, Fire	Analog	Conventional	VHF	676 1/4 W of 107, N side	205 W. Main St., Alton, TX 78573
Bayview, City of	EMS	Analog	Conventional	800	2001 Port Rd. Port Isabel, TX 78578	200 N. Brazil St., Los Fresnos, TX 78566
Brownsville, City of	Police, Fire, EMS, PW	Analog	Trunked	800	600 E Jackson St., Brownsville,TX 78520	600 E. Jackson St., Brownsville, TX 78520
Cameron Co. Constable Pct. 6	Public Safety	Analog	Trunked	800	California Rd., Rancho Viejo, TX	7300 Old Alice Rd, Olmito, TX 78575
Cameron Co. Constable Pct. 7	Public Safety	Analog	Trunked	800	California Rd., Rancho Viejo, TX	7300 Old Alice Rd, Olmito, TX 78575
Cameron Co. Constable Pct. 4	Public Safety	Analog	Trunked	800	California Rd., Rancho Viejo, TX	7300 Old Alice Rd, Olmito, TX 78575
Cameron Co. Constable Pct. 5	Public Safety	Analog	Trunked	800	California Rd., Rancho Viejo, TX	7300 Old Alice Rd, Olmito, TX 78575
Cameron Co., Emer. Mgt. Off.	Public Safety	Analog	Trunked	800	California Rd., Rancho Viejo, TX	7300 Old Alice Rd, Olmito, TX 78575
Cameron County	PD, FD, EMS	Analog	Both	VHF, 800	2001 Port Rd., Pt. Isabel, TX	PD, So. Padre Island, TX
Cameron County Health Dept.	Public Health, Fire	Analog	Trunked	800	California Rd., Rancho Viejo, TX	7300 Old Alice Rd, Olmito, TX 78575
Cameron County Sheriff	Police, Fire, EMS	Analog	Trunked	800	California Rd., Rancho Viejo, TX	7300 Old Alice Rd, Olmito, TX 78575
Combes, City of	Police, Fire, EMS	Analog	Trunked	800	California Rd., Rancho Viejo, TX	7300 Old Alice Rd, Olmito, TX 78575
Donna, City of	Police, Fire, EMS	Analog	Conventional	VHF	FM 493	307 So. 12th St., Donna, TX 78537
Edcouch, City of	Public Safety	Analog	Conventional	VHF	206 Hill Street, Edcouch,TX	901 N. Airport Road, Weslaco, TX 78596
Edinburg VHF	Secondary	Analog	Conventional	VHF	1221 E. University Hall 10th St., Edinburg, TX 78540	1700 So. 281, Edinburg, TX 78540
Edinburg Regional Radio System	Police, Fire, EMS	Analog	Conventional	800	100 E. Freddy Gonzalez, Edinburg, TX 78540	1700 So. 281, Edinburg, TX 78540
Elsa, City of	Police, Fire, EMS	Analog	Conventional	VHF	216 E. 4th St., Elsa, TX 78543	901 Airport Rd., Weslaco, TX 78596
Harlingen, City of	Police, Fire, EMS, PW	Analog	Both	800	101 Loop 499	1102 Commerce, Harlingen, TX 78550
Hidalgo Co Health & Hum Svc	Public Health	P25	Trunked	800	492 & FM 1924	733 El Cibolo Rd., Edinburg, Tx 78539
Hidalgo Constable PCT1	Public Safety	Analog	Conventional	VHF	492 & FM 1924	733 El Cibolo Rd., Edinburg, TX 78539

Hidalgo Constable PCT2	Public Safety	Analog	Conventional	VHF	492 & FM 1924	733 El Cibolo Rd., Edinburg, TX 78539
Hidalgo Constable PCT3	Public Safety	Analog	Conventional	VHF	492 & FM 1924	733 El Cibolo Rd., Edinburg, TX 78539
Hidalgo OEM	Emergency Management	Analog	Conventional	VHF	492 & FM 1924	733 El Cibolo Rd., Edinburg, TX 78539
Hidalgo Sheriff	Police, Fire, EMS	Analog	Conventional	VHF	492 & FM 1924	733 El Cibolo Rd., Edinburg, TX 78539
Hidalgo, City of	EMS	P25	Conventional	800	400 41st, Hidalgo, TX. 78557	211 E. Esperanza Ave., Hidalgo, TX 78557
Hidalgo, City of	Police, Fire	P25	Conventional	800	118 Cage Blvd., Pharr, TX 78577	118 Cage Blvd., Pharr, TX 78577
Indian Lake, City of	Police	Analog	Conventional	800	California Rd., Rancho Viejo, TX	7300 Old Alice Rd, Olmito, TX 78575
Indian Lake, City of	EMS, Fire	Analog	Conventional	800	2001 Port Rd., Pt. Isabel, TX	200 N. Brazil St., Los Fresnos, TX 78566
La Feria, City of	Police, Fire, EMS	Analog	Conventional	VHF	Dod Lane & Willow Road, La Feria, TX	115 E. Commercial Ave., La Feria, TX 78559
Laguna Vista, City of	Fire, EMS	Analog	Conventional	800	1300 Palm	200 N. Brazil St., Los Fresnos, TX 78566
Laguna Vista, City of	Police	Analog	Conventional	800	2001 Port Rd., Pt. Isabel, TX	7300 Old Alice Rd, Olmito, TX 78575
La Joya, City of	Police, Fire, EMS	Analog	Conventional	800	1 Mi. West of FM 2221 on Hwy 83, La Joya, TX	101 So. Leo Ave, La Joya, TX 78560
La Villa, City of	Police, Fire, EMS	Analog	Conventional	VHF	500 Kansas, Weslaco, TX	901 Airport Rd., Weslaco, TX 78596
Los Fresnos, City of	Police, Fire, EMS	Analog	Conventional	800	2001 Port Rd., Pt. Isabel, TX	200 N. Brazil St., Los Fresnos, TX 78566
Lyford VFD	Fire	Analog	Conventional	VHF	Raymondville Labor Camp 1.6 mi. S	1371 Industrial Dr., Raymondville, TX
McAllen, City of	PD, FD, PW, TABC, MISD PD	Analog	Trunked	800	1807 Flamingo	1601 N. Bicentennial
Mercedes, City of	Police, Fire	Analog P25 P1	Conventional	VHF	316 So. Ohio Ave., Mercedes, TX 78570	316 So. Ohio Ave., Mercedes, TX 78570
Mission, City of	Police, Fire	Analog	Trunked	800	1200 & 8th	415 W. Tom Landry, St., Mission TX 78572
Palm Valley, Town of	Fire, EMS	Analog	Conventional	VHF	1313 Stuart Pl. Rd., Palm Valley, TX 78552	1313 Stuart Pl. Rd., Palm Valley,TX 78552
Palm Valley, Town of	Police	Analog	Trunked	800	California Rd., Rancho Viejo, TX	7300 Old Alice Rd, Olmito, TX 78575
Palmhurst, City of	Police	Analog	Conventional	VHF	4417 N. Shary Rdl, Palmhurst, TX 78573	4417 N. Shary Rd., Palmhurst, TX 78573
Palmview, City of	Police, Fire	P25	Conventional	VHF	1000 Bluebonnet, Palmview, TX 78572	400 Veterans Blvd., Palmview, TX 78572
Pentias, City of	Fire	Analog	Conventional	VHF	FM 1427, Raymondville, TX 78580	1371 Industrial Dr., Raymondville, TX 78580
Pharr, City of	Police, Fire, EMS	P25	Trunked	800	118 Cage Blvd., Pharr, TX 78577	118 Cage Blvd., Pharr, TX 78577
Port Isabel, City of	Police, Fire, EMS	Analog	Trunked	800	2001 Port Rd., Pt. Isabel, TX	PD, So. Padre Island, TX
Primera, City of	Police, Fire, EMS	Analog	Trunked	800	California Rd., Rancho Viejo, TX	7300 Old Alice Rd, Olmito, TX 78575

Raymondville, City of	Police, Fire, EMS	Analog	Conventional	VHF	Bearkat Blvd	Fire Sta
Rancho Viejo, City of	Police, Fire, EMS	Analog	Conventional	800	California Rd., Rancho Viejo, TX	7300 Old Alice Rd, Olmito, TX 78575
Rio Hondo, City of	Police, Fire, EMS	Analog	Conventional	800	California Rd., Rancho Viejo, TX	7300 Old Alice Rd, Olmito, TX 78575
San Benito, City of	Police, Fire, EMS	Analog	Conventional	VHF	143 Regan	Oscar Williams
San Juan, City of	Police, Fire, EMS	Analog	Conventional	VHF	1100 M. Raul Longoria, San	118 Cage Blvd., Pharr, TX 78577
Santa Monica, City of	Police, Fire, EMS	Analog	Conventional	VHF	1371 Industrial Dr., Raymondville, TX	1371 Industrial Dr., Raymondville, TX
Santa Rosa, City of	Police, Fire, EMS	Analog	Conventional	800	California Rd., Rancho Viejo, TX	7300 Old Alice Rd, Olmito, TX 78575
Sebastian	Fire	Analog	Conventional	VHG	1371 Industrial Drive Raymondville, TX 78580	1371 Industrial Drive Raymondville, TX 78580
So Padre Island, City of	Police, Fire, EMS	Analog	Conventional	VHF, 800	2001 Port Rd., Pt. Isabel, TX	Padre Blvd.
Sullivan City, City of	Police, Fire, EMS	Analog	Conventional	VHF	No. Expressway 83, Sullivan City, TX 78595	500 Cenizo St., Sullivan City, TX 78595
Weslaco, City of	PD, FD, PW	Analog	Conventional	VHF	500 Kansas, Weslaco, TX	901 Airport Rd., Weslaco, TX 78596
Willacy, County of	SO, FD, EMS, Public Safety	Analog/P25	Conventional	VHF	Raymondville Labor Camp 1.6 mi. S	1371 Industrial Dr., Raymondville, TX

Appendix J Locations Receiving Motorola 7.x

Locations Receiving Motorola 7.x

Brownsville, TX	Currently Installed	June 1, 2010
Harlingen, TX	Currently Installed	January 2011
La Joya, TX	Currently Installed	June 1, 2010
Linn, TX	Currently Installed	June 1, 2010
McAllen, TX	Currently Installed	June 1, 2010
Olmito, TX	Currently Installed	June 1, 2010
Port Isabel, TX	Currently Installed	June 1, 2010
Raymondville, TX	Currently Installed	June 1, 2010
Weslaco, TX	Currently Installed	January 2011

Locations Receiving Harris County P25 Compliant System

Edinburg, TX	Currently Installed	December 1, 2009
Pharr, TX	Currently Installed	December 1, 2009

Appendix K Proposed Agency Migration Timeline

Geographical Area	Agencies	Number of Radios	Proposed Cut-Over Completion Date
Edinburg, TX	Priority 1: Police, Fire Priority 2: All Others	~ 651	Priority 1: April 1, 2010 Priority 2: January 1, 2011
Pharr, TX	Priority 1: Police, Fire Priority 2: All Others	~ 2900	Priority 1: April 1, 2010 Priority 2: January 1, 2011
Brownsville, TX	Priority 1: Police, Fire Priority 2: All Others	~ 360	Priority 1: August 1, 2011 Priority 2: May 1, 2012
La Joya, TX	Priority 1: Police, Fire Priority 2: All Others	~ 29	Priority 1: August 1, 2011 Priority 2: May 1, 2012
South Padre Island, TX	Priority 1: Police, Fire Priority 2: All Others	~ 152	Priority 1: August 1, 2011 Priority 2: May 1, 2012
McAllen, TX	Priority 1: Police, Fire Priority 2: All Others	~ 1294	Priority 1: August 1, 2011 Priority 2: May 1, 2012
Olmito, TX	Priority 1: Police, Fire Priority 2: All Others	~ 929	Priority 1: August 1, 2011 Priority 2: May 1, 2012
Port Isabel, TX	Priority 1: Police, Fire Priority 2: All Others	~ 70	Priority 1: August 1, 2011 Priority 2: May 1, 2012
Raymondville, TX	Priority 1: Police, Fire Priority 2: All Others	~ 119	Priority 1: August 1, 2011 Priority 2: May 1, 2012
Harlingen, TX	Priority 1: Police, Fire Priority 2: All Others	~ 300	Priority 1: October 1, 2011 Priority 2: July 1, 2012
Weslaco, TX	Priority 1: Police, Fire Priority 2: All Others	~ 533	Priority 1: October 1, 2011 Priority 2: July 1, 2012

Appendix L Funding Summary

Entity	Interoperability Spending over Last Four Years	Projected Funding Over Next Ten Years	Capital Funding Required to Meet Interoperability Goals	Estimated Cost of Ownership 2011-2020	Additional Funding Required
LRGVDC Region	$0	$0	$3,970,000	$4,950,000	$8,920,000
Cameron County	$2,798,805	$1,557,000	$19,735,000	$987,400	$19,165,400
Hidalgo County	$4,694,419	$60,000	$26,288,000	$900,450	$27,128,450
Willacy County	$297,357	$0	$1,170,000	$41,250	$1,211,250
Total	$7,790,581	$1,617,000	$51,163,000	$6,879,100	$56,425,100

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Appendix M Prioritized Projects

Project Description	County	Jurisdiction / Primary Agency	Operability / Interoperability	New System/Upgrade to P25
Regional Radio System	Hidalgo, Willacy and Cameron	Regionwide	Both	Expand current system
Subscribers	Hidalgo, Willacy and Cameron	Regionwide	Both	Upgrade to P25
Infrastructure / Towers	Hidalgo, Willacy and Cameron	Regionwide	Both	Upgrade

Appendix N Template: High Level/Milestone/Cost Estimate

Region [Name] Implementation Timeline & Cost Report

Milestones									P25 Compliant Standards-based Shared Systems being used by first repsonders region-wide	
	2008	2009	2010	2011	2012	2013	2014	2015	2016	
	Phase 1	Phase 1	Phase 1	Phase 1	Phase 1	Phase 1	Phase 1	Phase 1	Phase 1	
	Add Phase 1 information									
	Phase 2	Phase 2	Phase 2	Phase 2	Phase 2	Phase 2	Phase 2	Phase 2	Phase 2	
	Phase 3	Phase 3	Phase 3	Phase 3	Phase 3	Phase 3	Phase 3	Phase 3	Phase 3	
	FUNDING	FUNDING	FUNDING	FUNDING	FUNDING EST.	FUNDING EST.	FUNDING EST.	FUNDING EST.	FUNDING EST.	
Funding Type	Add type of funding								O&M Funding	
Est. Funding	$1,390,000	$0	$0	$0	$0	$0	$0	$0	$0	$1,390,000

Total Required Funding $1,390,000
Estimated Cost to Achieve Basic P25 Voice Interoperability $????

	Actual Grant Funding	Estimated Grant Funding							
Texas	$160,000	$0	$0	$0	$0	$0	$0	$0	$0
PSIC	$1,000,000	$0	$0	$0	$0	$0	$0	$0	$0
IECGP	$0	$0	$0	$0	$0	$0	$0	$0	$0
AFG	$0	$0	$0	$0	$0	$0	$0	$0	$0
DHS	$230,000	$0	$0	$0	$0	$0	$0	$0	$0
Other	$0	$0	$0	$0	$0	$0	$0	$0	$0
Region	$0	$0	$0	$0	$0	$0	$0	$0	$0
Local	$0	$0	$0	$0	$0	$0	$0	$0	$0
Funded	$1,390,000	$0	$0	$0	$0	$0	$0	$0	$0

(Link to the actual excel Funding Template: http://txrc.region49.org/SCIP_documents.html)

Appendix O Region-wide Shared Channel(s)

Channel Name	Primary Use	Agencies Supported	Frequency/Band
8 Call 90	Interop calling channel	Regionwide 800 Mhz	800 MHz
8 TAC 91	Interop tactical channel	Regionwide 800 Mhz	800 MHz
8 TAC 92	Interop tactical channel	Regionwide 800 MHz	800 MHz
8 TAC 93	Interop tactical channel	Regionwide 800 MHz	800 MHz
8 TAC 94	Interop tactical channel	Regionwide 800 MHz	800 MHz
8 TAC 95	Interop tactical channel	Regionwide 800 MHz	800 MHz
8 TAC 96	Interop tactical channel	Regionwide 800 MHz	800 MHz
8 TAC 97	Interop tactical channel	Regionwide 800 MHz	800 MHz
Regional Law	ITC	Regionwide 800 MHz	800 MHz---TBC
Texas Law	Interop tactical channel	Regionwide VHF	VHF----TBC
Texas Law 1	Mobile to Mobile	Emergency Mgt. Personnel	154.950/154.950/VHF
Texas Law 2	Mobile to Base	Emergency Mgt. Personnel	155.370/154.950/VHF
Texas Law 3	National Coordination	Law Enforcement	155.475/155.475/VHF
Texas Fire 1	Contact Between Agencies	All Fire Departments	154.280/154.280/VHF
Texas Fire 2	Contact Between Agencies	All Fire Departments	154.265/154.265/VHF
Texas Fire 3	Contact Between Agencies	All Fire Departments	154.295/154.295/VHF
Texas Medical 1	Hospital and EMS Radio Net	EMS and Hospital	155.340/155.340/VHF
Texas Air 2	Air to Ground	Texas Forest Service	151.385/151.385/VHF
Texas NPSPAC	Interoperability	Public Safety & Emer. Mgt.	800 MHz

Appendix P Satellite Phone Numbers

Satellite Phone Numbers*			
Contact the perspective jurisdiction's Emergency Management Office/Department.			
City/County	Emergency Management Coordinator	Phone Number	Email Address
Alamo	Chief Rolando Espinoza	956-781-2004	respinoza@alamotexas.org
Alton	Chief Elias Saldivar	956-581-2733	chief.saldivar@alton-tx.gov
Bayview	Tom Rodino	956-233-3352	tomrodino@att.net
Brownsville	Jeff Johnston	956-504-7405	jeff@cob.us
Cameron County	Humberto Barrera	956-547-7000	humberto.barrera@co.cameron.tx.us
Combes	Mayor Silvestre Garcia	956-425-7131	aidagutierrez@combespolice.com
Donna	George Garrett	956-968-1944	ggarrett@sc2000.net
Edcouch	David Alaniz	956-262-2140	cityofedcouch@aol.com
Edinburg	Chief Shawn Snider	956-292-2001	ssnider@cityofedinburg.com
Elsa	Oscar Garza	956-262-2127	oscargarzacode@yahoo.com
Granjeno	Mayor Raphael Garza	956-519-0032	cityofgranjeno@yahoo.com
Harlingen	Chief Michael Rinaldi	956-427-8880	mrinaldi@myharlingen.us
Hidalgo	Chief Vernon Rosser	956-843-2737	chiefvrr@aol.com
Hidalgo County	Oscar Montoya	956-318-2615	oscar.montoya@co.hidalgo.tx.us
Indian Lake	Chief John Chambers	956-233-8559	chief@townofindianlake.com
La Feria	Sunny K. Philip	956-797-2261	skphilip@cityoflaferia.com
La Joya	Mike Alaniz	956-581-7002	alanizmike@gmail.com
La Villa	Chief Mario Leal	956-262-2122	marioleal@lavillatx.com
Laguna Vista	Rolando Vela	956-943-1793	pdchief@lvtexas.us
Los Fresnos	Chief James Harris, III	956-233-4473	100@citylf.us
Los Indios	Armando Prado	956-399-4255	aprado1968@sbcglobal.net
Lyford	Mayor Henry De La Paz	956-347-3512	plc1660@yahoo.com
McAllen	Kevin Pagan	956-681-1090	kpagan@mcallen.net

Mercedes	Michelle Leftwich	956-565-3114	mleftwich@ci.mercedes.tx.us
Mission	Chief Ricardo Saldana	956-580-8705	rsaldana@mission.lib.tx.us
Palm Valley	Chief Alvaro Garcia	956-423-8384	cityofpalmvalley@yahoo.com
Palmhurst	Chief Michael Vela	956-519-3800	mvela@cityofpalmhurst.com
Palmview	Arnold Sepulveda	956-222-2238	asepulveda@palmviewpd.com
Penitas	Noe Cavazos	956-581-3345	noe_cavazos2002@yahoo.com
Pharr	Elsa Sanchez	956-787-7541	elsa.sanchez@pharrfd.net
Port Isabel	Edward Meza	956-943-2682	citymanager@copitx.com
Primera	Chief Joe Rodriguez	956-423-7119	j_rod78583@yahoo.com
Progreso	Alfredo Espinosa	956-565-0241	espinosaalfredo68@yahoo.com
Progreso Lakes	Mayor O.D. Emery	956-565-3602	progreso_lakes@yahoo.com
Rancho Viejo	Chief Manuel Cruz, Jr.	956-350-4093	mcruz@ranchoviejotexas.com
Rangerville	Wayne Halbert	956-423-7015	waynehalbert@hidcc1.org
Raymondville	Eleazar Garcia Jr.	956-689-2443	raycity@prontonet.net
Rio Hondo	Mayor Alonzo Garza, Sr.	956-748-2102	agarza@cityofriohondo.com
San Benito	Al Wasielewski	956-361-3800	wa2vjl@yahoo.com
San Juan	Chief Tirso Garza	956-223-2470	tgarza@cityofsanjuantexas.com
San Perlita	Mayor Oscar DeLuna	956-248-5725	cityhall12@yahoo.com
Santa Rosa	Chief Danny Theys	956-636-1113	dannytheys@att.net
South Padre Island	Chief Burney Baskett	956-761-3040	bbaskett@southpadretexas.gov
Sullivan City	Mayor Rosendo Benavides	956-485-9208	
Weslaco	George Garrett	956-968-1944	ggarrett@sc2000.net
Willacy County	Francisco "Frank" Torres	956-689-5456	willems@prontonet.net

Appendix Q Amateur Radio Teams POC

Name/Location	Email	Phone	Organization	Call-sign
John F. Teer RRO Harlingen, TX	RACES@teer.org	956-454-9933	RACES	AK5Z
Toby G. Driscoll DRO Mission, TX	n5sim@rgv.rr.com	956-357-1730	RACES	N5SIM
Thomas Tanner CLO Cameron Co.	ttanner@vtxb.com	956-893-3312	RACES	K5DG
John Bearden CLO Hidalgo County	Kc5wbg@rgv.rr.com	956-491-9725	RACES	KC5WBG
Randy Ashley CLO Willacy County	rashley@rgv.rr.com	956-607-3250	RACES	N5YK

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Appendix R Region-wide Gateway Systems

Gateway Name	Owning Agency	Agency 7 x 24 Phone Number
City of Weslaco	Weslaco, City of	956-442-3415
LRGVDC – La Joya Fixed	LRGVDC	965-607-3250
LRGVDC – Mission Fixed	Hidalgo County	965-607-3250
LRGVDC - Pharr fixed	LRGVDC	956-607-3250
LRGVDC – Edinburg fixed	LRGVDC	
LRGVDC - Harlingen fixed	LRGVDC	
LRGVDC – Olmito fixed	LRGVDC / Cameron Co.	
LRGVDC – Port Isabel fixed	LRGVDC / Cameron Co.	
LRGVDC - Brownsville fixed		
LRGVDC – Raymondville fixed		
LRGVDC – Port Mansfield fixed		
NPSPAC TBC		
McAllen, City of Gateway	McAllen, City of	956-681-1001 or 956-681-1444
McAllen, City of Portable Gateway	McAllen, City of	956-681-1001 or 956-681-1444
McCook (Under Construction)	Hidalgo County	

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Appendix S Region 21 Radio Cache(s)

POC	Make / Model	Owning / Managing Agency	Frequency Band	Quantity
Charles Hoskins	Motorola LTS 2000	Cameron County EM	800 MHz	10- analog
Charles Hoskins	Motorola XTS 2500	Cameron County EM	800 MHz	7- A or D
Pilar Rodriguez	Motorola APX 7000	McAllen, City of	800 MHz/VHF	8
Pilar Rodriguez	Motorola XTS 2500	McAllen, City of	800 MHz	13
Pilar Rodriguez	Motorola HT 1000	McAllen, City of	150-174 MHz	4
Rene Lopez Jr.	Motorola LTS 2000	Mission, City of	800 MHz	2
Rene Lopez Jr.	Motorola MTS 2000	Mission, City of	800 MHz	30
Rene Lopez Jr.	Motorola XTS 2500	Mission, City of	800 MHz	13
Elsa M. Sanchez	M/A-Com ProVoice P7100	Pharr, City of	800 MHz	30

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Appendix T Region 21 Cache Radio(s)

TSICP Channel Name	Agency Name
8CALL90	LRGVDC Interoperable Network
8TAC91,92,93,94,95,96,97	LRGVDC Interoperable Network

Appendix U Regional Mobile Communications Unit(s)

Owning Agency	Deployment Area	POC & Contact Information
Alamo, City of	Region Wide	Rolando Espinoza
Hidalgo County	Region Wide	Lt. Richard Ozuna 956-457-4236
Willacy County	Region Wide	Frank Torres 956-642-7557
McAllen, City of	Region Wide	Bill Duck 956-972-7420
Pharr, City of	Region Wide	Elsa Sanchez 956-207-6390
Weslaco, City of	Region Wide	George Garrett 956-454-1098

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Appendix V PSAP Contacts

PSAP CONTACTS

ALAMO POLICE DEPARTMENT	*ALTON POLICE DEPARTMENT*	*DONNA POLICE DEPARTMENT*
423 N. TOWER RD. ***ALAMO, TX 78516***	***509 S. ALTON BLVD.*** ***ALTON, TX 78573***	***207 S. 10TH ST.*** ***DONNA, TX 78537***
POLICE CHIEF: Arturo Espinoza **PSAP SUPERVISOR**: Luis Olivarez **PHONE**: (956) 787-1454 **FAX**: (956) 787-8500 **ESN: 211**	**POLICE CHIEF**: Enrique Sotelo **PSAP SUPERVISOR**: Nidia Ybarra **PHONE**: (956) 432-0700 **FAX**: (956) 432-0711 **ESN: 199**	**POLICE CHIEF**: Ruben De Leon **PSAP SUPERVISOR**: Donna Ennis **PHONE**: (956) 464-4481 **FAX**: (956) 464-4573 **ESN: 200**

EDINBURG POLICE DEPARTMENT	*LA JOYA POLICE DEPARTMENT*	*MCALLEN POLICE DEPARTMENT*
1702 S. CLOSNER BLVD. ***EDINBURG, TX 78539***	***P.O. BOX H*** ***LA JOYA, TX 78560***	***1601 N. BICENTENNIAL BLVD.*** ***MCALLEN, TX 78501***
POLICE CHIEF: Rolando Castaneda **PSAP SUPERVISOR**: Mary Moreno **PHONE**: (956) 381-9825 **FAX**: (956) 381-6753 **ESN: 204**	**POLICE CHIEF**: Lt. Julian Gutierrez **PSAP SUPERVISOR**: NONE **PHONE**: (956) 585-4855 **FAX**: (956) 580-7017 **ESN: 209**	**POLICE CHIEF**: Victor Rodriguez **PSAP SUPV**: Lt. Phillip Foley **PHONE**: (956) 681-2000 **FAX**: (956) 681-2023 **ESN: 206**

MERCEDES POLICE DEPARTMENT	*MISSION POLICE DEPARTMENT*	*PHARR POLICE DEPARTMENT*
316 S. OHIO ST. ***MERCEDES, TX 78570***	***1200 E 8TH ST.*** ***MISSION, TX 78572***	***1900 S. CAGE BLVD.*** ***PHARR, TX 78577***
POLICE CHIEF: Olga Maldonado **PSAP SUPERVISOR**: Robert Ruiz **PHONE**: (956) 565-3102 **FAX**: (956) 565-2583 **ESN: 207**	**POLICE CHIEF**: Leo Longoria **PSAP SUPERVISOR**: Sara Salinas **PHONE**: (956) 584- 5000 **FAX**: (956) 584- 5019 **ESN: 208**	**POLICE CHIEF**: Ruben Villescas **PSAP SUPERVISOR**: Marisol Fuentes **PHONE**: (956) 787-8546 **FAX**: (956) 784-7844 **ESN: 210**

RAYMONDVILLE POLICE DEPARTMENT	*SAN JUAN POLICE DEPARTMENT*	*WESLACO POLICE DEPARTMENT*
523 W. HIDALGO AVE. ***RAYMONDVILLE, TX 78580***	***2301 N. RAUL LONGORIA RD.*** ***SAN JUAN, TX 78589***	***901 N. AIRPORT DR.*** ***WESLACO, TX 78596***
POLICE CHIEF: Uvaldo Zamora **PSAP SUPERVISOR**: Noemi Garza **PHONE**: (956) 689-2441 **FAX**: (956) 689-2811 **ESN: 236**	**POLICE CHIEF**: Juan Gonzalez **PSAP SUPERVISOR**: Sgt. Garcia **PHONE**: (956) 787-9904 **FAX**: (956) 783-3503 **ESN: 212**	**POLICE CHIEF**: Juan Sifuente **PSAP SUPERVISOR**: Lydia Olalde **PHONE**: (956) 968-8591 **FAX**: (956) 968-8941 **ESN: 233**

ELSA POLICE DEPARTMENT	HIDALGO POLICE DEPARTMENT	PALMVIEW POLICE DEPARTMENT
PO Box 427 ***ELSA, TX 78543***	***211 E. ESPERANZA AVE.*** ***HIDLAGO, TX 78557***	***400 W. VETERANS BLVD.*** ***PALMVIEW, TX 78572***
POLICE CHIEF: Sergio De Hoyos **PSAP SUPERVISOR**: Alondra Marroquin **PHONE**: (956) 262-4721 **FAX**: (956) 262-2632 **ESN: 202**	**POLICE CHIEF**: Vernon Rosser **PSAP SUPERVISOR**: Hector Flores **PHONE**: (956) 843-2737 **FAX**: (956) 843-6813 **ESN: 205**	**POLICE CHIEF**: Christopher Barrera **PSAP SUPERVISOR**: Arnold Sepulveda **PHONE**: (956) 581-7416 **FAX**: (956) 432-0341 **ESN: 214**

WILLACY COUNTY SO	HIDALGO COUNTY SO	PHARR FIRE DEPARTMENT
1371 INDUSTRIAL DR. ***RAYMONDVILLE, TX 78580***	***711 EL CIBOLO RD.*** ***EDINBURG, TX 78541***	***118 S CAGE BLVD. 3rd Floor*** ***PHARR, TX 78577***
SHERIFF: Larry Spence **PSAP SUPERVISOR**: Janie Broussard **PHONE**: (956) 689-5576 **FAX**: (956) 689-3867 **ESN: 240**	**SHERIFF**: Lupe Trevino **PSAP SUPERVISOR**: Leticia Garcia **PHONE**: (956) 393-6050 **FAX**: (956) 393- 6058	**FIRE CHIEF**: Jaime Guzman **PSAP SUPERVISOR**: Elsa Sanchez **PHONE**: (956) 787-2761 **FAX**: (956) 783-7326 **ESN: 210**

BROWNSVILLE POLICE DEPARTMENT	CAMERON COUNTY SHERIFF DEPARTMENT	HARLINGEN POLICE DEPARTMENT
600 E. JACKSON ST. ***BROWNSVILLE, TX 78520***	***7300 OLD ALICE RD.*** ***OLMITO, TX 78575***	***101 N. LOOP 499*** ***HARLINGEN, TX 78550***
POLICE CHIEF: Carlos Garcia **PSAP SUPERVISOR**: Raul Rodriguez **PHONE**: (956) 548-7000 **FAX**: (956) 548-7009	**SHERIFF**: Omar Lucio **PSAP SUPERVISOR**: Joe Salazar **PHONE**: (956) 544-0860 **FAX**: (956) 544-6784	**POLICE CHIEF**: Tom Whitten **PSAP SUPERVISOR**: Diane Sanchez **PHONE**: (956) 427-8787 **FAX**: (956) 440-2424
ESN: 010	**ESN: 080**	**ESN: 040**

LA FERIA POLICE DEPARTMENT	LOS FRESNOS POLICE DEPARTMENT	PORT ISABEL POLICE DEPARTMENT
115 COMMERCIAL ***LA FERIA, TX 78559***	***202 N. BRAZIL*** ***LOS FRESNOS, TX 78566***	***110 HICKMAN*** ***PORT ISABEL, TX 78578***
POLICE CHIEF: Don Garcia **PSAP SUPERVISOR**: Eliza Mendez **PHONE**: (956) 797-3121 **FAX**: (956) 797-4284	**POLICE CHIEF**: James Harris **PSAP SUPERVISOR**: Tomas Rivera **PHONE**: (956) 233-4473 **FAX**: (956) 233-3379	**POLICE CHIEF**: Gualberto Gonzales **PSAP SUPERVISOR**: Danny Marchan **PHONE**: (956) 943-2283 **FAX**: (956) 943-1943
ESN: 070	**ESN: 060**	**ESN: 030**

SAN BENITO POLICE DEPARTMENT	***SOUTH PADRE POLICE DEPARTMENT***	***SOUTH TEXAS EMERGENCY CARE FOUNDATION (EMS)***
601 N. OSCAR WILLIAMS RD. ***SAN BENITO, TX 78586***	***4601 PADRE BLVD.*** ***SOUTH PADRE ISLAND, TX 78597***	***1701 VERMONT*** ***HARLINGEN, TX 78550***
POLICE CHIEF: Martin Morales **PSAP SUPERVISOR**: Irene Saldivar **PHONE**: (956) 361-3880 **FAX**: (956) 361-3888	**POLICE CHIEF**: Randy Smith **PSAP SUPERVISOR**: Gloria Sandoval **PHONE**: (956) 761-5454 **FAX**: (956) 761-3896	**EMS DIRECTOR**: Bill Aston **PSAP SUPERVISOR**: Leonard Callier **PHONE**: (956) 364-2717 **FAX**: (956) 412-2736
ESN: 050	**ESN: 020**	**ESN: 011**

REVISED:
10/24/11

Appendix W Regional Emergency Resource Personnel

	Name	Agency	Address	Phone	Email
COMC					
COML	Randy Ashley	City of McAllen	1501 Pecan, McAllen,Tx	956-607-3250	rashley@mcallen.net
INCM					
RADO	Randy Ashley	City of McAllen	1501 Pecan, McAllen,Tx	956-607-3250	rashley@mcallen.net
Cache THSP	Randy Ashley	City of McAllen	1501 Pecan, McAllen,Tx	956-607-3250	rashley@mcallen.net
Gateway THSP	Randy Ashley	City of McAllen	1501 Pecan, McAllen,Tx	956-607-3250	rashley@mcallen.net
Other THSP					

PUBLIC SAFETY SENSITIVE

Appendix X Regional Certified COML(s)

COML Name	Associated with Agency/County	Phone/Pager Numbers	Email/U.S. Mail
Randy Ashley	McAllen, City of	956-607-3250	rashley@mcallen.net

Appendix Y Glossary

Item/Acronym	Definition
ACU-1000	Audio bridge used in fixed and mobile configurations. Requires radio from each connected communications system. Gateway device used to link disparate radio systems.
AM	Administrative Manager
Audio Bridge	Connects four-wire audio from disparate radio systems to provide interoperability.
CAM	Communication Assets Mapping
CAS	Communication Assets Survey
CASM	Communication Assets Survey and Mapping
CERT	Community Emergency Response Team
COG	Council Of Governments
COMC	Communications Coordinator
COML	Communications Unit Leader
COMT	Incident Communications Technician
Console Patching	Ability to connect channels via dispatch consoles
DDC	Disaster District Chair
DHS	Department of Homeland Security
DPS	Department of Public Safety
EMA	Emergency Management Agency
EMS	Emergency Medical Services
EOC	Emergency Operations Center
ESF	Emergency Support Function
ETA	Estimated Time of Arrival
FCC	Federal Communication Commission
FEMA	Federal Emergency Management Agency
TDEM	Texas Division of Emergency Management
IC	Incident Command
ICALL	Calling Channel for ITAC
ICC	Incident Communications Center
ICP	Incident Command Post
ICS	Incident Command System
ICTAP	Interoperable Communications Technology Assistance Program

Item/Acronym	Definition
ID	Identification
INCM	Incident Communications Center Manager
Inter-agency	Located or occurring between two or more agencies
Interoperable	Ability of a system to use the parts or equipment of another system
ISSI	Inter-RF Subsystem Interface
IT	Information Technology
ITAC	Conventional mutual aid channel 800 Mhz
JFO	Joint Field Office
LMR	Land Mobile Radio
MACS	Multi-Agency Coordination System
MCC	Mobile Communicaiton Center
MCU	Mobile Communications Unit
MHz	Abbreviation for megahertz. 5 MHz = 5,000,000 Hz or 5,000 kHz.
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
Mutual Aid	Personnel, equipment, or services provided to another jurisdiction
NECP	National Emergency Communications Plan
NGO	Nongovernmental Organizations
NIMS	National Incident Management System
NPSPAC	National Public Safety Planning Advisory Committee
NRF	National Response Framework
NSSE	National Special Security Event
OEC	Office of Emergency Communications
PD	Police Department
POC	Point of Contact
PSAP	Public Safety Answering Point
RACES	Radio Amateur Civil Emergency Service
RADO	Radio Operator
RF	Radio Frequency
RFSS	Radio Frequency Sub-System
RGOV	Regional Governance Structures
RIC	Regional Interoperability Coordinator

Item/Acronym	Definition
RICP	Regional Interoperable Communications Plan
RIMP	Regional Interoperable Migration Plans
RLO	Regional Liaison Officer
RSOP	Regional Standard Operating Procedures
SCC	State Coordinator for Communications
SCIP	Statewide Interoperable Communications Plan
SHARES	Shared Resources High Frequency Radio Program
SOC	State Operations Center
SOP	Standard Operating Procedure
STR	Strategic technology Reserve
Talkgroup	Term ususally used with trunked radio systems. A talkgroup is a predefined list of radios/users assigned a unique ID which allows them to communicate with each other over the trunked radio system.
TARC	Texas Association of Regional Councils
TCL	Target Capability List
THSP	Technical Specialist
TSICP	Texas Statewide Interoperability Channel Plan
TTX	Tabletop Exercise
TMF	Texas Military Forces
UASI	Urban Areas Security Initiative
UHF	Ultra High Frequency – Range of 300 to 3,000 MHz. For public safety LMR, usually refers to two bands. 380 to 460 MHz (low) and 460 to 512 MHz (high).
USCG	United States Coast Guard
VFD	Volunteer Fire Department
VHF	Very High Frequency – For public safety LMR, usually refers to VHF High Band with a range of 136 to 164 MHz. VHF Low Band has a frequency range below 100 MHz.
VPM	Vendor Project Manager

PUBLIC SAFETY SENSITIVE

Appendix Z References

Reference Sources:

- A Guide for Statewide Communications Interoperability Plan (SCIP) Implementation, (DHS/OEC)
- Department of Homeland Security Target Capabilities List (TCL)
- Department of Homeland Security Universal Task List (UTL)
- National Emergency Communications Plan
- National Preparedness Guidelines
- National Response Plan
- National Strategy for Homeland Security
- SAFECOM, www.safecomprogram.gov
- Texas Government Charter 421
- Texas Interoperability Channel Plan (TICP)
- Texas SCIP
- Texas SCIP Implementation Plan

AI-32393 **Sheriff's Office 8. B.**

CC REGULAR

Meeting Date: 05/29/2012

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Pursuant to Hidalgo County Cellular Telephone Policy (Contract: DIR-SDD-611), presentation for consideration, acceptance and approval of Cellular Phone Request Form (Data Card Request) for the following:

Approval for requisition #216280 for 35 Air Card connections for Modems ($37.99 each per month)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-280-001-0-532

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

BUDGETARY IMPACT:

Amount available for requisition# 216280 as of 5-17-12 $9,307.55 for Sprint.

Attachments

Data Card Request

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	05/16/2012 11:58 AM
Budget & Management	Merlen P. Munoz	05/16/2012 12:54 PM
Manuel Chapa	Manuel Chapa	05/17/2012 09:05 AM
Purchasing Department	Monica Badillo	05/25/2012 03:31 PM

Form Started By: Myra Montoya Started On: 05/16/2012 11:43 AM

Final Approval Date: 05/25/2012

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other:_____

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

(2) Requesting employee: Rene Gonzalez Employee ID#_____ Signature:_____

DEPARTMENT: Hidalgo County Sheriff's Office DEPT #: 280

Quantity: 35

Service: $ 37.99 /mo (x) 7 months = 9,307.55 Account: 2-1100-421-00-280-001-0-**532**

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

Requisition Total: 9,307.55 **Requisition Number:** 216280

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

Signature | CAPT. RENE GONZALEZ (Print Name) | 05/16/2012 (Date)

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

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

☐ **SPRINT BE1000 + DATAPLAN**

☐ **OTHER:** _____

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

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

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

Revised: 01/21/2010

216280

Sprint Together with Nextel — CDMA Quotation - GPS Upgrade - Utility

Customer Information

Customer Name:	Hidalgo County Sheriff's Office
Financial Contact Name:	Richard Ozuna
Address:	711 E Cibolo Road
City:	Edinburg
State:	TX
Zip:	78539
Financial Contact Phone:	(956) 393-6029
Email Address:	richard.ozuna@hidalgosso.org
Acct # (if applicable):	

Sales Representative Information

Name & Title:	Mike Salyers
Phone:	956-451-8549
Email Address:	michael.salyers@sprint.com

EFT/Contract Information

Financial Institution:	United Missouri Bank - 1000 Oak Street, Kansas City, MO 64106
ACH Coordinator:	Judy Sweeze - 816-860-3821
Routing Transit Number:	
Depositor Account Title:	Sprint PCS
Depositor Account Number:	9870994712
Remit To Address:	P.O. Box 219554, Kansas City, MO 64121
Vendor PO Address:	12524 Sunrise Valley Drive, Reston, VA 20196
Contract Vehicle & Number:	DIR-SDD-611
Cage Code:	
DUNS #:	
Tax ID #:	
Doing Business As:	Sprint

Quote Date: May 11 2012
Expiration Date: June 11 2012

Contract Vehicle being utilized: DIR-SDD-611
24 Month NO ETF

Control # : 120511MLS
(YYMMDDConsecutiveNNInitials)

Monthly Recurring Charges

Qty.	Model	Suggested Retail Price			Unit Price	Extended Item Price
36	Air Card Connections for Modems	$37.99			$37.99	$1,329.66
	Total	Total Monthly Recurring Charges				$1,329.66

Sprint
together with NEXTEL

is intended to provide approximate cost information about Sprint products and services. Additional taxes, fees and other charges may apply. Your final charges and may include pro-rated service charges in addition to the upcoming months service charges. Offers are subject to change at any time. Other es may be provided and billed through third parties. Pricing and promotions may have expiration dates, limited availability and term requirements PLEASE . DISCOUNTS BASED ON A TERM COMMITMENT THAT APPLY TO THE PURCHASE OF SPRINT PCS DEVICES IS A FORWARD DISCOUNT. SHOULD TIME (PRIOR TO THE END OF THE CONTRACT TERM) FOR CONVENIENCE, YOUR AGENCY WILL BE RESPONSIBLE TO PAY BACK THE FORWARD RINT PCS DEVICE PURCHASED. See Terms & Conditions page, your Sprint Nextel representative or visit www.sprint.com for more information.

Sprint Proprietary Information

AI-32496 **District Clerk 9. A.**

CC REGULAR

Meeting Date: 05/29/2012

Submitted By: Mayra Rangel, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

In accordance with Texas Local Government Code Section 130.902, the District Clerk's Office is requesting approval to increase the current change fund by $225.00 (from $25.00 to $250.00). The change fund will be distributed to four cashiers as follows: $25.00 for the Registry cashier; $25.00 for the Trust cashier; and $100 for each for the two “Cage” cashiers.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-152-03-000-423-0-000

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

BUDGETARY IMPACT:

Approval to increase Change Fund; after CC approval.

Attachments

Change Fund Increase Letter

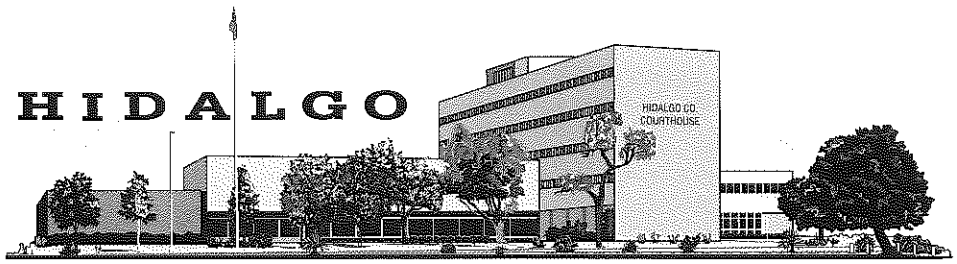
Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/23/2012 10:36 AM
Sylvia Solis	Sylvia Solis	05/24/2012 11:23 AM
Auditor's Office	Arcilia Duran	05/24/2012 11:58 AM
Purchasing Department	Monica Badillo	05/25/2012 03:31 PM

Form Started By: Mayra Rangel Started On: 05/23/2012 10:04 AM

Final Approval Date: 05/25/2012

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

May 17, 2012

The Honorable Laura Hinojosa
Hidalgo County District Clerk
100 N. Closner, 1st Floor
Edinburg, Texas 78540

Ref: Change Fund
Local Government Code Section 130.92

Dear Ms. Hinojosa:

We have reviewed your request and have approved the change fund increase of $225.00 (from $25 to $250.00) for the District Clerk's Office. As stated on your letter dated May 4, 2012, the change fund will be distributed to four cashiers as follows: $25.00 for the Registry cashier; $25.00 for the Trust cashier; and $100 for each of the two "Cage" cashiers.

According to Local Government Code Section 130.902, "The Commissioner's Court of a county may set aside from the general fund of the county an amount approved by the County Auditor for use as a change fund by any county or district official who collects public funds. The fund may be used only to make change in connection with collections that are due and payable to the county, the state, or another political subdivision of the state that are made by the official. On the recommendation of the county auditor, the Commissioner's Court may increase or decrease the change fund at any time."

Please submit this letter to Commissioner's Court requesting the $225.00 change fund increase. Once Commissioners Court approval is obtained, request a check from the Hidalgo County Auditor's - Accounts Payable Section to be made payable to "Laura Hinojosa, Hidalgo County District Clerk".

The District Clerk's Office will be responsible for this change fund. The change fund should be accounted for on a daily basis and safeguarded under lock and key. Please be reminded that this change fund is not to serve as petty cash or comingled with personal funds.

If you have any questions, do not hesitate to call Yvonne Torres, Revenue Audit Supervisor, at 318-2511 ext. 4642, or Arcy B. Duran, CPA, Director of Audit, at ext. 4645.

Sincerely,

Ray Eufracio, CPA
County Auditor

HIDALGO COUNTY DISTRICT JUDGES

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

AI-32508 **Tax Office 10. A.**

CC REGULAR

Meeting Date: 05/29/2012

Department Head: Armando Barrera Jr, RTA **Submitted By:** Neida Chavana, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Tax Office (1100):

1. Approval of the following personnel actions:

Action	Slot No.	Position Title	Grade
Delete	0053	Deputy Clerk II	07
Create	0137	Accountant I	08

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-412-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds for difference in salary and related fringe benefit expenditures available as of 05/24/12 from Co Wide Adm. - Contingency acct, pending approval of interdepartmental transfer.

Attachments

PAR

Job Descriptions

Fiscal Note

Revised salary schedule

Interdept

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/23/2012 05:16 PM
Sylvia Solis	Sylvia Solis	05/24/2012 05:00 PM
Auditor's Office	Arcilia Duran	05/25/2012 12:06 PM
Purchasing Department	Marty Salazar	05/25/2012 01:46 PM

Form Started By: Neida Chavana Started On: 05/23/2012 12:21 PM

Final Approval Date: 05/25/2012

RECEIVED
MAY 24 2012
Human Resources

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: #140 - TAX OFFICE **DATE:** MAY 23, 2012

CURRENT POSITION TITLE: DEPUTY CLERK II **CURRENT SLOT. #:** 001-053

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 31,520.00 (grade 7 step 3) (Current Budgeted Salary) $ _____ (Proposed Budgeted Salary) $ (31,520.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

UPON EVALUATION OF DEPARTMENT'S NEEDS, MANAGEMENT HAS DETERMINED THIS POSITION IS NO LONGER NEEDED.

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

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

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

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

CHANGE NEEDED TO MAXIMIZE OFFICE EFFICENCY.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	ARMANDO BARRERA JR.	5/23/12	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
	DEPARTMENT HEAD	DATE			
2.	Esther A. Lozano by Sylvia Rios	05-24-12	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
	HUMAN RESOURCES DIRECTOR	DATE			
3.		05/24/2012	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE			
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: #140 - TAX OFFICE **DATE:** MAY 23, 2012

CURRENT POSITION TITLE: ACCOUNTANT I **CURRENT SLOT. #:** 001-0137

REQUESTED POSITION TITLE:
(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: $ _____ (Current Budgeted Salary) $ 31,815.00 (grade 8 step 1) (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 _____

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)

UPON EVALUATION OF DEPARTMENT'S NEEDS, MANAGEMENT HAS DETERMINED A GREATER NEED OF AN "ACCOUNTANT I"

TO OVERSEE SPECIAL INVENTORY PAYMENTS, REPORTS, ETC.

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)

CHANGE NEEDED TO MAXIMIZE OFFICE EFFICENCY.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	ARMANDO BARRERA JR.	5/23/12	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
	DEPARTMENT HEAD	DATE			
2.	Esthero A. Cortez by Sylvia Luis	05.24.12	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
	HUMAN RESOURCES DIRECTOR	DATE			
3.		05/24/2012	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE			
4.	COMMISSIONERS COURT APPROVAL	DATE			

ACCOUNTANT I

GRADE: 08

GENERAL DESCRIPTION

Employee performs entry-level accounting work. Work involves setting up and maintaining controls and records of materials, human resources, and financial transactions. Employee may train in some phase of accounting work such as federal funds accounting, property and equipment control, cost, payroll, or bond servicing. Employee works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares unit-cost information, progress, or other reports

Prepares trial balances, substantive financial statements, special exhibits, or schedules

Prepares financial statements or assists in preparing more difficult financial statements and operating reports

Prepares payment, cash, general journal, and related vouchers

Researches reconciliation discrepancies and reports findings

Checks accounting operations in progress, reviewing and auditing completed financial records for accuracy and conformance with legal and departmental procedures and regulations

Sets up and maintains accounting controls and records, reconciling discrepancies in accounting control mechanisms by resolving flagged error listings on computer runs

May provide technical assistance to accounting clerical staff in clarifying operating problems, such as the allocation of income or expenses; cost accounting procedures; the closing, correcting, or adjusting of journal entries; and the preparation of special exhibits and schedules

May be responsible for receiving, depositing, allocating, and auditing federal funds or special state funds or appropriations

May compute bond interest rates, maturity schedules, annual debt-service requirements, significant ratios, and depreciation data

May maintain the depreciation schedule for fixed asset depreciable purchases

May oversee an annual inventory of equipment and supplies

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) year experience in governmental or commercial accounting. Graduation from an accredited four-year college or university with major course work in accounting preferred but not required. Two (2) years of experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of generally accepted accounting principles and procedures affecting the maintenance of accounting records and automated accounting systems

Knowledge of MS Word, Excel and 10-key calculator

Ability to interpret and apply accounting theory to transactions; to work accurately with numerical detail; and to analyze, consolidate, and interpret accounting data

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

DEPUTY CLERK II

GRADE: 07

GENERAL DESCRIPTION

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

EXAMPLES OF WORK PERFORMED

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

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

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

Processes the more difficult requests for information or documents; searches files to obtain the needed information.

Accepts and processes legal documents, collects fees, and files papers

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

Proofreads records and conducts research as needed

May train others

Ability to work well with others

Regular attendance is a must

Performs such other duties as may be assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a standard senior high school or equivalent is generally preferred. Typing courses, plus a minimum of two (2) years of progressively responsible experience in clerical

functions of the governmental system; Two (2) years of experience may be substituted for one (1) year of education

Bilingual preferred (English/Spanish)

Certificates, Licenses & Registration

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

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

Knowledge, Skills, and Abilities

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

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

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

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

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

Skill in the operation of office equipment

Ability to maintain files and records, to communicate effectively, and to train others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, May 29, 2012**

Agenda Item: 32508

Summary of request/proposal:

Tax Office (1100):

Approval to delete and/or create the following positions:

Fund	Current Position Title	Proposed Position Title	Slot#	Obj	Current G	Current S	Current Salary	Proposed G	Proposed S	Proposed Salary	Total Requested
1100	DEPUTY CLERK II	-	0053	113	7	3	$31,520.00				($31,520.00)
1100	-	ACCOUNTANT I	0137	113				8	1	$31,815.00	$31,815.00
						TOTAL:	$31,520.00			$31,815.00	$295.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1100-415-15-140-001-0- 113	TAX OFFICE - REG F/T EMPLOYEES	$175.19
2-1100-415-15-140-001-0- 211	TAX OFFICE - HEALTH INSURANCE	$0.00
2-1100-415-15-140-001-0- 212	TAX OFFICE - LIFE INSURANCE	$0.00
2-1100-415-15-140-001-0- 220	TAX OFFICE - FICA	$13.40
2-1100-415-15-140-001-0- 230	TAX OFFICE - RETIREMENT	$17.43
2-1100-415-15-140-001-0- 250	TAX OFFICE - UNEMPLOYMENT CO	$0.88
2-1100-415-15-140-001-0- 260	TAX OFFICE - WORKER'S COMP	$0.00
	2012 Budgetary Impact	$206.90

2013 Budgetary Impact: $348.40

Possible Funding Sources: CO. WIDE ADM. - CONTINGENCY

Comments:

Hidalgo Co. Budget Office

2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

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

TAX OFFICE

AI- 32508

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	TAX ASSESSOR/COLLECTOR				$87,360.00	$87,360.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$95,360.00
0002	113	CHIEF DEPUTY II	19	1	$74,182.00	$74,182.00	$74,182.00	$840.00	$0.00	$0.00	$6,940.00	$0.00	$81,962.00
0003	113	MANAGER, TAX COLLECTION SECTION	17	1	$63,599.00	$63,599.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0004	113	MANAGER, MOTOR VEHICLE LICENSE SECTI(	15	3	$58,342.00	$58,342.00	$58,348.00	$600.00	$0.00	$0.00	$5,625.00	$0.00	$64,573.00
0005	113	CHIEF FRAUD INVESTIGATOR	14	2	$52,254.00	$52,254.00	$52,624.00	$720.00	$0.00	$0.00	$0.00	$500.00	$53,844.00
0006	113	MANAGER, TAX ASSESSING SECTION	15	1	$54,526.00	$54,526.00	$54,526.00	$2,160.00	$0.00	$0.00	$0.00	$0.00	$56,686.00
0007	113	ACCOUNTS REPORT SPECIALIST	14	2	$52,254.00	$52,254.00	$52,766.00	$720.00	$0.00	$0.00	$1,500.00	$0.00	$54,986.00
0008	113	ACCOUNTANT IV	14	1	$50,487.00	$50,487.00	$50,516.00	$1,260.00	$0.00	$0.00	$1,500.00	$0.00	$53,276.00
0009	113	COMPUTER SYSTEM ADMINISTATOR	12	4	$47,829.00	$47,829.00	$47,829.00	$720.00	$0.00	$0.00	$1,500.00	$0.00	$50,049.00
0010	113	FRAUD INVESTIGATOR	12	1	$43,284.00	$43,284.00	$43,284.00	$0.00	$0.00	$0.00	$0.00	$500.00	$43,784.00
0011	113	EXECUTIVE ASSISTANT II	13	2	$48,383.00	$48,383.00	$48,922.00	$1,620.00	$0.00	$0.00	$0.00	$0.00	$50,542.00
0012	113	ACCOUNTANT III	12	3	$46,314.00	$46,314.00	$46,314.00	$660.00	$0.00	$0.00	$0.00	$0.00	$46,974.00
0013	113	ACCOUNTANT III	12	3	$46,314.00	$46,314.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0014	113	ACCOUNTANT III	12	1	$43,284.00	$43,284.00	$43,284.00	$840.00	$0.00	$0.00	$0.00	$0.00	$44,124.00
0015	113	ACCOUNTANT III	12	3	$46,314.00	$46,314.00	$46,314.00	$1,020.00	$0.00	$0.00	$1,500.00	$0.00	$48,834.00
0017	113	DEPUTY CLERK II	7	10	$38,737.00	$38,737.00	$39,196.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,196.00
0018	113	DEPUTY CLERK III	9	5	$39,172.00	$39,172.00	$39,172.00	$1,860.00	$0.00	$0.00	$1,500.00	$0.00	$42,532.00
0019	113	DEPUTY CLERK III	9	5	$39,172.00	$39,172.00	$39,172.00	$1,920.00	$0.00	$0.00	$1,500.00	$0.00	$42,592.00
0020	113	DEPUTY CLERK III	9	5	$39,172.00	$39,172.00	$39,172.00	$840.00	$0.00	$0.00	$1,500.00	$0.00	$41,512.00
0021	113	DEPUTY CLERK III	9	5	$39,172.00	$39,172.00	$39,172.00	$1,380.00	$0.00	$0.00	$900.00	$0.00	$41,452.00
0022	113	DEPUTY CLERK II	7	6	$34,613.00	$34,613.00	$34,971.00	$540.00	$0.00	$0.00	$1,500.00	$0.00	$37,011.00
0023	113	DEPUTY CLERK II	7	6	$34,613.00	$34,613.00	$34,971.00	$720.00	$0.00	$0.00	$750.00	$0.00	$36,441.00
0024	113	DEPUTY CLERK II	7	6	$34,613.00	$34,613.00	$34,971.00	$480.00	$0.00	$0.00	$0.00	$0.00	$35,451.00
0025	113	BOOKKEEPER II	8	2	$32,929.00	$32,929.00	$32,929.00	$660.00	$0.00	$0.00	$0.00	$0.00	$33,589.00
0026	113	DEPUTY CLERK II	7	7	$35,644.00	$35,644.00	$36,063.00	$840.00	$0.00	$0.00	$0.00	$0.00	$36,903.00
0027	113	TITLE EXAMINER II	8	3	$34,043.00	$34,043.00	$34,043.00	$720.00	$0.00	$0.00	$0.00	$0.00	$34,763.00
0028	113	DEPUTY CLERK II	7	1	$29,458.00	$29,458.00	$29,458.00	$960.00	$0.00	$0.00	$1,500.00	$0.00	$31,918.00
0029	113	BOOKKEEPER II	8	2	$32,929.00	$32,929.00	$33,249.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$34,329.00
0030	113	DEPUTY CLERK II	7	5	$33,582.00	$33,582.00	$33,582.00	$1,440.00	$0.00	$0.00	$750.00	$0.00	$35,772.00
0031	113	DEPUTY CLERK II	7	5	$33,582.00	$33,582.00	$33,582.00	$1,200.00	$0.00	$0.00	$750.00	$0.00	$35,532.00
0032	113	DEPUTY CLERK II	7	1	$29,458.00	$29,458.00	$29,458.00	$960.00	$0.00	$0.00	$750.00	$0.00	$31,168.00
0033	113	BOOKKEEPER II	8	3	$34,043.00	$34,043.00	$34,160.00	$660.00	$0.00	$0.00	$0.00	$0.00	$34,820.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

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

TAX OFFICE

AI- 32508

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	
0034	113	DEPUTY CLERK II	7	6	$34,613.00	$34,613.00	$34,613.00	$1,860.00	$0.00	$0.00	$0.00	$0.00	$36,473.00
0035	113	DEPUTY CLERK II	7	6	$34,613.00	$34,613.00	$34,613.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$36,413.00
0036	113	DEPUTY CLERK II	7	2	$30,489.00	$30,489.00	$30,865.00	$480.00	$0.00	$0.00	$0.00	$0.00	$31,345.00
0037	113	TITLE EXAMINER I	6	4	$30,141.00	$30,141.00	$30,588.00	$600.00	$0.00	$0.00	$0.00	$0.00	$31,188.00
0038	113	BOOKKEEPER I	6	4	$30,141.00	$30,141.00	$30,141.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$31,341.00
0039	113	BOOKKEEPER I	6	1	$27,276.00	$27,276.00	$27,276.00	$360.00	$0.00	$0.00	$0.00	$0.00	$27,636.00
0040	113	TECHNICIAN II	6	4	$30,141.00	$30,141.00	$30,141.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,141.00
0041	113	ADMINISTRATIVE ASSISTANT III	8	2	$32,929.00	$32,929.00	$32,929.00	$720.00	$0.00	$0.00	$0.00	$0.00	$33,649.00
0042	113	DEPUTY CLERK II	7	1	$29,458.00	$29,458.00	$29,598.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$30,798.00
0043	113	BOOKKEEPER I	6	3	$29,186.00	$29,186.00	$29,186.00	$480.00	$0.00	$0.00	$0.00	$0.00	$29,666.00
0044	113	DEPUTY CLERK I	5	5	$28,792.00	$28,792.00	$28,959.00	$600.00	$0.00	$0.00	$0.00	$0.00	$29,559.00
0045	113	DEPUTY CLERK I	5	5	$28,792.00	$28,792.00	$28,864.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$30,244.00
0047	113	DEPUTY CLERK I	5	4	$27,908.00	$27,908.00	$27,908.00	$600.00	$0.00	$0.00	$0.00	$0.00	$28,508.00
0048	113	DEPUTY CLERK I	5	4	$27,908.00	$27,908.00	$27,908.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$29,108.00
0049	113	DEPUTY CLERK I	5	0	$23,993.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,993.00
0050	113	DEPUTY CLERK I	5	3	$27,024.00	$27,024.00	$27,245.00	$480.00	$0.00	$0.00	$0.00	$0.00	$27,725.00
0051	113	BOOKKEEPER I	6	2	$28,231.00	$28,231.00	$28,231.00	$540.00	$0.00	$0.00	$0.00	$0.00	$28,771.00
0052	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
		DELETE THE FOLLOWING:											
~~0053~~	~~113~~	~~DEPUTY CLERK II~~	~~7~~	~~3~~	~~$31,520.00~~	~~$31,520.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0054	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,554.00	$600.00	$0.00	$0.00	$0.00	$0.00	$27,154.00
0055	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,470.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,470.00
0056	113	DEPUTY CLERK I	5	0	$23,993.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,993.00
0057	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,420.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$27,500.00
0058	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,140.00	$600.00	$0.00	$0.00	$0.00	$0.00	$26,740.00
0059	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,140.00	$540.00	$0.00	$0.00	$0.00	$0.00	$26,680.00
0060	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,625.00	$780.00	$0.00	$0.00	$0.00	$0.00	$26,405.00
0061	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0062	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,625.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,625.00
0063	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,625.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$26,705.00
0064	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,625.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,625.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

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TAX OFFICE

AI- 32508

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	
0065	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,625.00	$960.00	$0.00	$0.00	$0.00	$0.00	$26,585.00
0066	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,625.00	$720.00	$0.00	$0.00	$0.00	$0.00	$26,345.00
0067	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,553.00	$660.00	$0.00	$0.00	$0.00	$0.00	$26,213.00
0068	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,553.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,913.00
0069	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0070	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,375.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$26,635.00
0071	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,319.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,319.00
0072	113	INVENTORY SPECIALIST I	4	3	$25,021.00	$25,021.00	$25,236.00	$0.00	$0.00	$0.00	$2,250.00	$0.00	$27,486.00
0073	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$420.00	$0.00	$0.00	$0.00	$0.00	$25,676.00
0074	113	DEPUTY CLERK I	5	3	$27,024.00	$27,024.00	$27,024.00	$360.00	$0.00	$0.00	$0.00	$0.00	$27,384.00
0075	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,616.00
0076	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$480.00	$0.00	$0.00	$0.00	$0.00	$25,736.00
0077	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,616.00
0078	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0079	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$600.00	$0.00	$0.00	$0.00	$0.00	$25,856.00
0080	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$540.00	$0.00	$0.00	$0.00	$0.00	$25,796.00
0081	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0082	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0083	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$420.00	$0.00	$0.00	$0.00	$0.00	$25,676.00
0084	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,616.00
0085	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$420.00	$0.00	$0.00	$750.00	$0.00	$26,426.00
0086	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$26,456.00
0087	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0088	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0089	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$780.00	$0.00	$0.00	$0.00	$0.00	$26,036.00
0090	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$900.00	$0.00	$0.00	$0.00	$0.00	$26,156.00
0091	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0092	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0093	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0094	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$600.00	$0.00	$0.00	$0.00	$0.00	$25,856.00
0095	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$480.00	$0.00	$0.00	$0.00	$0.00	$25,736.00
0096	113	DEPUTY CLERK I	5	0	$23,993.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,993.00

HIDALGO COUNTY
COMMISSIONER COURT
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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	
0098	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0099	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0100	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$600.00	$0.00	$0.00	$0.00	$0.00	$25,856.00
0102	113	DEPUTY CLERK I	5	0	$23,993.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,993.00
0103	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$780.00	$0.00	$0.00	$0.00	$0.00	$26,036.00
0104	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0105	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0106	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,411.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,411.00
0107	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,556.00
0108	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$420.00	$0.00	$0.00	$0.00	$0.00	$25,676.00
0109	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,616.00
0110	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,616.00
0111	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$420.00	$0.00	$0.00	$0.00	$0.00	$25,676.00
0112	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,616.00
0113	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0114	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0115	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0116	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0117	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0118	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0119	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,556.00
0120	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0121	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0122	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0123	113	ADMINISTRATIVE ASSISTANT III	8	2	$32,929.00	$32,929.00	$32,929.00	$480.00	$0.00	$0.00	$1,500.00	$0.00	$34,909.00
0124	113	DEPUTY CLERK II	7	3	$31,520.00	$31,520.00	$31,520.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,520.00
0125	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,140.00	$720.00	$0.00	$0.00	$0.00	$0.00	$26,860.00
0126	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,140.00	$420.00	$0.00	$0.00	$0.00	$0.00	$26,560.00
0127	113	DEPUTY CLERK I	5	2	$26,140.00	$26,140.00	$26,140.00	$960.00	$0.00	$0.00	$0.00	$0.00	$27,100.00
0128	113	ADMINISTRATIVE ASSISTANT III	8	1	$31,815.00	$31,815.00	$32,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$32,360.00
0129	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0130	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

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

TAX OFFICE

AI- 32508

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	
0131	113	ACCOUNTANT II	10	1	$37,109.00	$37,109.00	$37,109.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,109.00
0132	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0133	113	DEPUTY CLERK I	5	0	$23,993.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,993.00
0134	113	DEPUTY CLERK I	5	0	$23,993.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,993.00
0135	113	DEPUTY CLERK I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0136	113	DEPUTY CLERK I	5	0	$23,993.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,993.00
		CREATE THE FOLLOWING:											
0137	**113**	**ACCOUNTANT I**	**8**	**1**	**$31,815.00**	**$31,815.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
					$3,959,232.00	$4,046,592.00	$3,914,585.00	$64,680.00	$0.00	$0.00	$42,465.00	$1,000.00	$4,022,730.00

1. Approval to delete one (1) vacant full-time Deputy Clerk II position, slot #0053, grade 07.
2. Approval to create one (1) full-time Accountant I position, slot #0137, grade 08.
All personnel actions pending CC approval.

DATE: May 29, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2012
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Tax Office

ACCOUNT NUMBER: 2-1100-415-XX-1XX-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
2-1100-415-00-115-002-0-	899	CO WIDE ADM -	CONTINGENCY	(206.90)
TO				
2-1100-415-15-140-001-0-	113	TAX OFFICE	REG F/T EMPLOYEES	$175.19
2-1100-415-15-140-001-0-	220	TAX OFFICE	FICA	$13.40
2-1100-415-15-140-001-0-	230	TAX OFFICE	RETIREMENT	$17.43
2-1100-415-15-140-001-0-	250	TAX OFFICE	UNEMPLOYMENT COMP	$0.88
		TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

Interdepartmental transfer to fund the prorated difference in salary and related fringe benefit expenditures for the creation of Accountant I position, slot no. 0137, grade 08.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-32311 **Health & Human Services Dept. 11. B.**

CC REGULAR

Meeting Date: 05/29/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Pursuant to HB 1884, requesting authorization of the Order Accepting Certificate of Substantial Completed of the John Austin Pena Primary Care and Substance Abuse Facility.

BACKGROUND

Reference - AI-30998 - 02/21/12 - Transfer of Deed.

Attachments

Order

DSHS Letter

Legal Approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/11/2012 09:50 AM
Manuel Chapa	Manuel Chapa	05/17/2012 10:02 AM
Purchasing Department	Monica Badillo	05/25/2012 03:31 PM

Form Started By: Mike Escaname Started On: 05/11/2012 09:18 AM

Final Approval Date: 05/25/2012

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

ORDER ACCEPTING CERTIFICATE OF SUBSTANTIAL COMPLETED OF THE JOHN AUSTIN PENA PRIMARY CARE AND SUBSTANCE ABUSE FACILITY

WHEREAS, the Commissioners Court of Hidalgo County, on the 29th day of May 2012, at a duly called and noticed meeting of the Hidalgo County Commissioners Court at which a quorum was present came to be heard facts and information concerning accepting a Certificate of Substantial Completion of the John Austin Pena Primary Care and Substance Abuse Facility (the "Facility") a copy of such Certificate attached hereto as Exhibit A (the "Certificate").

WHEREAS, the Commissioners Court has determined that the Texas Facility Commission has in accordance with HB 1884 constructed the Facility;

WHEREAS, The Commissioners Court has reviewed the Certificate and employees of Hidalgo County have inspected the Facility; and

WHEREAS, Hidalgo County is not opposed to Hidalgo County accepting the Certificate;

NOW THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED that the Commissioners Court of Hidalgo County based on the facts presented, does hereby unanimously agree to accept the Certificate evidencing substantial completion of the Facility.

WHEREUPON, Commissioner _____ moved for the adoption of said Order, said Motion being seconded by Commissioner _____ and thereupon being duly adopted by all members of the Court present voting "aye".

PASSED, APPROVED AND ORDERED this 29th day of May, 2012.

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Exhibit A

TEXAS FACILITIES COMMISSION

Certificate of Substantial Completion

Project:
Hidalgo County Primary Care
and Substance Abuse Facility

Project Number: 08-26A-7077

Contract Date: July 21, 2010

Owner:
Texas Facilities Commission
1711 San Jacinto Blvd.
Austin, TX 78701

Contractor:
Enriquez Enterprises, Inc.
P.O. Box 2999
Edinburg, TX 78539

Date of Issuance: **October 4th 2011**

Project or designated portion includes *The Complete facility; further described as all construction requirements for the completion of the facility documented with the exception of the alternative fire suppression system to be change ordered for the IT room. This Change Order is Documented as Change Order #9Revised. A list of minor adjustments, deficiencies and corrections for final completion are herein attached as the "Punch List" for final completion.*

In accordance with the Contract Documents, based on on-site observations and other pertinent data, the Architect/Engineer certifies that, to the best of the Architect/Engineer's knowledge, information and belief, the work or portion of the work described above is substantially complete. Substantial Completion means that the Owner may occupy or utilize the Work for its intended use. The date of Substantial Completion of the Work described above, established by this certificate, is also the date of commencement of all warranties and guarantees required by the contract documents, unless stated differently below:

Warranty:
Alternative Fire Suppression System for IT Room

Date of Commencement:
October 18th 2011

Negrete & Kolar Architects _____ **October 26, 2011**
Architect/Engineer By Date

All of the work and material has been performed in full accordance with the terms and conditions of the Contract Documents and authorized changes thereto. A final punch-list of items to be completed or corrected is attached. Failure to include any items on the attached list does not absolve the Contractor from their responsibility to complete all Work according to the requirements of the Contract Documents. The Contractor shall complete or correct all Work within thirty (30) days from the date of Substantial Completion.

Enriquez Enterprises Inc. _____ **October 26, 2011**
Contractor By Date

Owner accepts the Work or designated portion as Substantially Complete and assumes possession as of the date of Substantial Completion. Owner assumes responsibility for security, maintenance, utilities and damage unless expressly modified below:

Modifications:

Facilities Design & Construction _____ Dec 27, 2011
Texas Facilities Commission By Date

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

March 26, 2012

Mr. Steven Crain, Attorney
Representing Hidalgo County Commissioners Court
Atlas and Hall, LLP
818 Pecan Blvd.
McAllen, Texas 78501

Eddie Olivarez
Chief Administrative Officer
Hidalgo County Health and Human Services
1304 S. 25th Ave.
Edinburg, Texas 78542

RE: John Austin Pena Primary Care and Substance Abuse Facility
3341 East Richardson Street
Edinburg, Texas 78539

Dear Mr. Crain and Mr. Olivarez:

The Department of State Health Services requests the Hidalgo County Commissioners Court accept as substantially complete, the John Austin Pena Primary Care and Substance Abuse Facility, effective October 4, 2011.

The construction team of Negrete and Kolar, AIA, Enriquez Construction Enterprise, General Contractor, The Texas Facilities Commission and the Department of State Health Services agree the improvements, the building and the property were completed according to the plans and specifications, and the Hidalgo County Health Department has had beneficial use of the facility since 10/4/12. DSHS/TFC is preparing a change order to expend remaining funds for furniture, fixtures and equipment, to be furnished and installed by the Enriquez Construction, contractor, at the direction of the Hidalgo County Health Department. This change order activity will not delay or interfere with the transfer of the deed for the property and improvements, back to Hidalgo County, per HB**1884** legislation.

I have attached the signed Substantial Completion document for your review, and ask for a resolution from the court, accepting the project as substantially completes on October 4, 2011 and that the provisions of HB1884 have been satisfied. DSHS/TFC will assume that the County will be taking responsibility for the routine operations of the building on the date of the resolution.

Please let me know if there is anything we can do to expedite the acceptance date, the resolution and the deed transfer. The deed will be processed for execution at DSHS soon after we have confirmation by the Commissioner's Court.

David McCormick, Hospital Construction Manager
Executive and Staff Operations Section, COO, DSHS

CC Gabe Pina, Director, DSHS ESO
Chris Palmer, HHSC, Real Estate Manager
Kathryn Chase, TFC Project Manager
John Raff, TFC Deputy Director
Brenda Salazar, HCHD

Mike Escaname

From: Brenda Salazar <brenda.salazar@hchd.org>
Sent: Friday, May 04, 2012 11:18 AM
To: mike.escaname@hchd.org
Subject: FW: Hidalgo County John Austin Pena Primary Care/Substance Abuse (PC/SA) Facility, Edinburg, Texas

Brenda G. Salazar
Public Health Technician III
Hidalgo County Health & Human Services
1304 S. 25th Ave.
Edinburg, Texas 78542
956-383-6221, Ext. 377

-----Original Message-----
From: Eddie Olivarez [mailto:eddie.olivarez@hchd.org]
Sent: Friday, April 13, 2012 3:02 PM
To: brenda.salazar@mail.hchd.org; David.McCormick@dshs.state.tx.us
Subject: FW: Hidalgo County John Austin Pena Primary Care/Substance Abuse (PC/SA) Facility, Edinburg, Texas

FYI

Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health and Human Services
956-383-8858 Office
www.twitter.com/hidalgohealth

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, April 13, 2012 2:37 PM
To: 'Eddie Olivarez'
Subject: RE: Hidalgo County John Austin Pena Primary Care/Substance Abuse (PC/SA) Facility, Edinburg, Texas

Eddie: The Order is fine but do not forget to attach the Certificate of Substantial Completion as Exhibit A to the Order.

From: Eddie Olivarez [mailto:eddie.olivarez@hchd.org]
Sent: Friday, April 13, 2012 1:45 PM
To: brenda.salazar@mail.hchd.org; 'Steve Crain'; David.McCormick@dshs.state.tx.us
Subject: FW: Hidalgo County John Austin Pena Primary Care/Substance Abuse (PC/SA) Facility, Edinburg, Texas

Steve I found the order you sent me. I would like for you to check it out one more time before I put it on the agenda.

Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health and Human Services
956-383-8858 Office
www.twitter.com/hidalgohealth

From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, March 28, 2012 8:09 AM

To: 'Eddie Olivarez'
Subject: FW: Hidalgo County John Austin Pena Primary Care/Substance Abuse (PC/SA) Facility, Edinburg, Texas

Good morning Eddie,

See the attached Order regarding the substance abuse facility.

Thanks,
Marynel Trevino, Secretary for Stephen L. Crain

From: Eddie Olivarez [mailto:eddie.olivarez@hchd.org]
Sent: Tuesday, March 27, 2012 3:48 PM
To: 'Steve Crain'
Subject: RE: Hidalgo County John Austin Pena Primary Care/Substance Abuse (PC/SA) Facility, Edinburg, Texas

Thanks Steve

Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health and Human Services
956-383-8858 Office
www.twitter.com/hidalgohealth

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, March 27, 2012 2:46 PM
To: 'Eddie Olivarez'
Subject: RE: Hidalgo County John Austin Pena Primary Care/Substance Abuse (PC/SA) Facility, Edinburg, Texas

I am in the process of drafting an Order which I will send to you to forward to the State for their approval before we put same on the agenda for Commissioners Court approval.

From: Eddie Olivarez [mailto:eddie.olivarez@hchd.org]
Sent: Tuesday, March 27, 2012 11:59 AM
To: David.McCormick@dshs.state.tx.us
Cc: 'Steve Crain'; brenda.salazar@mail.hchd.org; josie.escalante@hchd.org; Mike Escaname
Subject: RE: Hidalgo County John Austin Pena Primary Care/Substance Abuse (PC/SA) Facility, Edinburg, Texas

David / Steve

David thank for your and your teams hard work and support. I have learned from this experience and all of is thanks to you, my friend.

Steve what is the next course of action? Will you draft a resoulotion as requested by the State?

Call me lets discuss.

Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health and Human Services
956-383-8858 Office
www.twitter.com/hidalgohealth

From: David.McCormick@dshs.state.tx.us [mailto:David.McCormick@dshs.state.tx.us]
Sent: Monday, March 26, 2012 3:16 PM
To: eddie.olivarez@hchd.org; scrain@atlashall.com; brenda.salazar@hchd.org
Cc: Chris.Palmer@hhsc.state.tx.us; Chris.Lopez@dshs.state.tx.us; Gabe.Pina@dshs.state.tx.us; kathryn.chase@tfc.state.tx.us; genriquez@enriquezenterprises.net; John.Raff@tfc.state.tx.us
Subject: Hidalgo County John Austin Pena Primary Care/Substance Abuse (PC/SA) Facility, Edinburg, Texas

Please open the two attached documents; the letter of request to begin the official process to transfer the property and improvements, and the substantial completion document.

DSHS is requesting the Hidalgo County Commissioners Court issue a resolution accepting the property, as directed by HB1884, based on the acceptance of the project by DSHS, Kathryn Chase, Texas Facilities Commission, David Negrete, Negrete-Kolar Architects, and Gilbert Enriquez, Enriquez Enterprises, Inc, on the date of the substantial completion, October 4, 2011.

Please let me know if we can assist in any way to make this a beneficial transition.

Signed original documents are available, if requested.

David McCormick, Hospital Construction Manager
Executive and Staff Operations Section, COO, DSHS
Service Bldg, Rm S-209, mail code 1978
Austin Texas 78756
512 776 7242 office
512 771 2209 Blackberry

AI-32334 **Health & Human Services Dept. 11. C.**

CC REGULAR

Meeting Date: 05/29/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit and processing procedures are completed by County Auditor.

Vendor	Account / Satellite No.	Date	Invoice Amount	Purpose
Global Information Technologies	200449 / 881622487549	12/20/11 - 01/19/12	$190.99	Monthly service charge for satellite phones
Global Information Technologies	200449 / 881622487549	01/20/12 - 02/19/12	$190.99	Monthly service charge for satellite phones
Global Information Technolgies	200449 / 881622487549	02/20/12 - 03/19/12	$190.19	Monthly service charge for satellite phones
Global Information Technologies	200449 / 881622487549	03/20/12 - 04/19/12	$ 55.76	Prorated monthlyservice charge / late fee / last invoice
			$627.93	**Total**

BACKGROUND

Requisition #208766 was processed on 01/09/12 to obtain purchase order for continuation of services from 2011. Delay occurred in getting requisition approved by IT Dept. due to requirement to submit Wireless Communication Service Request form. Delay occurred in completing Wireless Communication Service Request form due to requirement to complete Wireless Communication Device Daily Use Log. Phones in question are for use during county emergency events.
Service has been cancelled.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1293-441-10-340-013-2-532

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

BUDGETARY IMPACT:

Requisition #208766 will be voided / deleted; funds will be available in account 2-1293-441-10-340-013-2-532 after requisition #208766 is deleted.

Attachments

Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/14/2012 01:41 PM

Manuel Chapa	Manuel Chapa	05/16/2012 01:34 PM
Auditor's Office	Arcilia Duran	05/25/2012 03:24 PM
Purchasing Department	Monica Badillo	05/25/2012 03:31 PM

Form Started By: Mike Escaname Started On: 05/14/2012 10:44 AM

Final Approval Date: 05/25/2012

Requisition

Req # 00208766
PO #
Date: 01/09/12

Bill To: x
x

Vendor : 318876
GLOBAL INFORMATION TECHNOLOGIES
P.O. BOX 170295
AUSTIN TX 78717-0295
FAX (512)233-5332

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
5.00	MONTH	MONTHLY SERVICE CHARGE FOR SATELLITE PHONE NUMBERS: 881-641-422652, 881-641-42353, 881-641-422354, 881-641-422355, & 881-641-422356 FOR EMERGENCY USE ONLY JANUARY - JULY 2012	199.95	999.75
5.00	MONTH	FCC TAX	33.59	167.95
		Account No	Encumbrance	
			Freight	.00
			Total	1,167.70
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition Inquiry - FOINQ01A 1/20/09 12:30 pm

Requisition No 00208766
Po No
Date Entered 01-09-2012
Status Disapproved Requisition

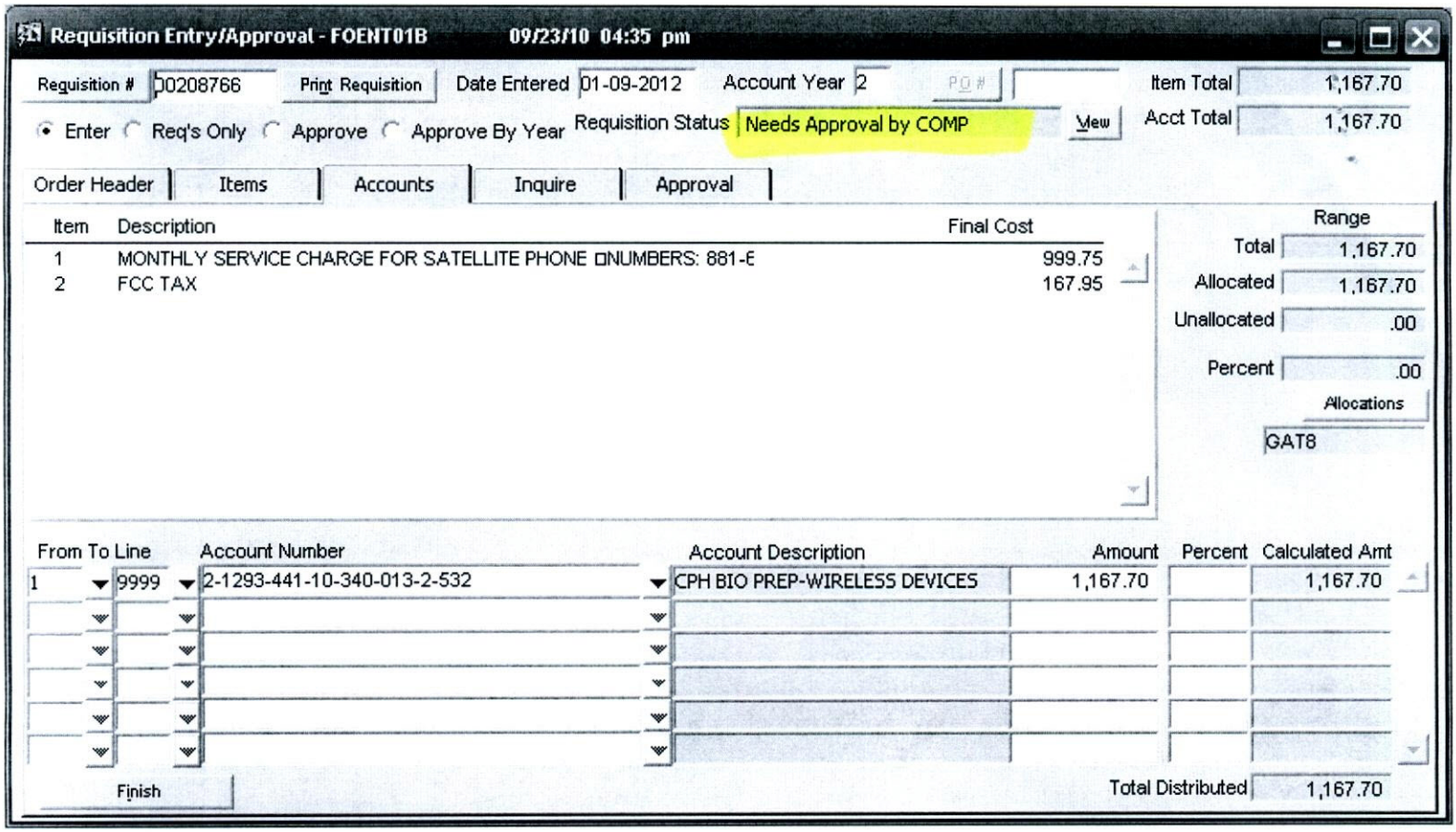
Vendor GLOBAL INFORMATION TECHNOLOGIES
Address P.O. BOX 170295
AUSTIN TX 78717-0295

Owner JESCALANTE

Line No	Quantity	Description	Unit Price	Payment Amount
1	5	MONTHLY SERVICE CHARGE FOR SATELLITE PHONE □NUMBERS	199.9500	999.75
2	5	FCC TAX	33.5900	167.95

Total **1,167.70**

Account Number	Description	Account Balance	Amount
2-1293-441-10-340-013-2-532	CPH BIO PREP-WIRELESS DEVICES	.20	1,167.70


Requisition Entry/Approval - FOENT01B 09/23/10 04:35 pm
Requisition # 00208766
Print Requisition
Date Entered 01-09-2012
Account Year 2
PO #
Item Total 1,167.70
Enter Req's Only Approve Approve By Year
Requisition Status Needs Approval by COMP
View
Acct Total 1,167.70
Order Header
Items
Accounts
Inquire
Approval
Item Description Final Cost
1 MONTHLY SERVICE CHARGE FOR SATELLITE PHONE NUMBERS: 881-E 999.75
2 FCC TAX 167.95
Range
Total 1,167.70
Allocated 1,167.70
Unallocated .00
Percent .00
Allocations
GAT8
From To Line
Account Number
Account Description
Amount
Percent
Calculated Amt
1 9999 2-1293-441-10-340-013-2-532 CPH BIO PREP-WIRELESS DEVICES 1,167.70 1,167.70
Finish
Total Distributed 1,167.70

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FEB 02 2012
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Austin, TX 78717
Phone: 512-918-9502
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STATEMENT

Date: 20120201
Account#: 200449
Satellite#: 881622487549
Bill To: Josie Escalante
Hidalgo County Health Dept
1304 S. 25th
Edinburg TX 78539

956-318-2506

PO#: 591667
Billing cycle: 12/20/11 - 01/19/12

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Account Service Detail

Previous Balance			$ 420.37
Payments Received			$ -420.37
Late Payment Charge			$
Monthly Service Charges			$ 159.96
Airtime Charges			$
	ISU to PSTN	$	
	ISU to ISU	$	
	ISU Data	$	
	2-Stage Dialing	$	
	ISU to other satelite phone	$	
	Text Messaging	$	
	Short Burst Data - Int'l.	$	
	Short Burst Data - USA	$	
	Mailbox Check	$	
Taxes			$ 31.03
Credits/Adjustments			$
Total Charges Due Upon Receipt			**$ 190.99**

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Total Due Upon Receipt: $ 190.99

Amount Enclosed: _____

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Account Number: 200449
Satelite Number: 881622487549
Date of Invoice: 02/01/2012

Phone Number	Call Date	Call Time	Number Called	Destination	Call Origin	Min/Byt	Charge
881622487549	Executive Global Connect						39.99
881622487550	Executive Global Connect						39.99
881622487552	Executive Global Connect						39.99
881622487548	Executive Global Connect						39.99
	FUSF FEE @ 17.9% on 159.96						28.63
	TRS FEE @ 1.5% on 159.96						2.40

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Fax: 512-501-6339

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1304 S. 25th Ave.
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STATEMENT

Date: 20120301
Account#: 200449
Satellite#: 881622487549
Bill To: Josie Escalante
Hidalgo County Health Dept
1304 S. 25th
Edinburg TX 78539

956-318-2506
PO#: 591667
Billing cycle: 01/20/12 - 02/19/12

Statement Messages:

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Account Service Detail

Previous Balance		$	190.99
Payments Received		$	
Late Payment Charge		$	
Monthly Service Charges		$	159.96
Airtime Charges		$	
ISU to PSTN	$		
ISU to ISU	$		
ISU Data	$		
2-Stage Dialing	$		
ISU to other satelite phone	$		
Text Messaging	$		
Short Burst Data - Int'l.	$		
Short Burst Data - USA	$		
Mailbox Check	$		
Taxes		$	31.03
Credits/Adjustments		$	
Total Charges Due Upon Receipt		$	381.98

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Date: 20120301
Account #: 200449
Satellite#: 881622487549
Customer: Hidalgo County Health Dept

Total Due Upon Receipt: $ 381.98

Amount Enclosed: _____

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Customer: Hidalgo County Health Dept
Account Number: 200449
Satelite Number: 881622487549
Date of Invoice: 03/01/2012

Phone Number	Call Date	Call Time	Number Called	Destination	Call Origin	Min/Byt	Charge
881622487549	Executive Global Connect						39.99
881622487550	Executive Global Connect						39.99
881622487552	Executive Global Connect						39.99
881622487548	Executive Global Connect						39.99
	FUSF FEE @ 17.9% on 159.96						28.63
	TRS FEE @ 1.5% on 159.96						2.40

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STATEMENT

1304 S. 25th Ave.
Edinburg, Texas 78542

Date: 20120401
Account#: 200449
Satellite#: 881622487549
Bill To: Josie Escalante
Hidalgo County Health Dept
1304 S. 25th
Edinburg TX 78539

956-318-2506

PO#: 591667
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Statement Messages:

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THIS ACCOUNT IS PAST DUE!
PLEASE REMIT PAYMENT IMMEDIATELY.

Account Service Detail

Previous Balance			$ 381.98
Payments Received			$
Late Payment Charge			$ 5.73
Monthly Service Charges			$ 159.96
Airtime Charges			$
	ISU to PSTN	$	
	ISU to ISU	$	
	ISU Data	$	
	2-Stage Dialing	$	
	ISU to other satelite phone	$	
	Text Messaging	$	
	Short Burst Data - Int'l.	$	
	Short Burst Data - USA	$	
	Mailbox Check	$	
Taxes			$ 30.23
Credits/Adjustments			$
Total Charges Due Upon Receipt			$ 577.90

You can pay your invoice by phone using Visa or Mastercard by calling 512-918-9502 Mon. through Fri. from 8:00 - 5:00 pm CST
Customer Service Number 1-512-918-9502

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Amount Paid $_____
Date Paid_____
Check#_____

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Date: 20120401
Account #: 200449
Satellite#: 881622487549
Customer: Hidalgo County Health Dept

Total Due Upon Receipt: $ 577.90

Amount Enclosed: _____

Please include your account number on your check

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Austin, TX 78717-0295

Global Information Technologies LLC
Satellite Communications

GIT Satellite, LLC.
Customer: Hidalgo County Health Dept
Account Number: 200449
Satelite Number: 881622487549
Date of Invoice: 04/01/2012

Phone Number	Call Date	Call Time	Number Called	Destination	Call Origin	Min/Byt	Charge
881622487549	Executive Global Connect						39.99
881622487550	Executive Global Connect						39.99
881622487552	Executive Global Connect						39.99
881622487548	Executive Global Connect						39.99
	FUSF FEE @ 17.4% on 159.96						27.83
	TRS FEE @ 1.5% on 159.96						2.40

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STATEMENT

Date: 20120501
Account#: 200449
Satellite#: 881622487549
Bill To: Josie Escalante
Hidalgo County Health Dept
1304 S. 25th
Edinburg TX 78539

956-318-2506

PO#: 591667
Billing cycle: 03/20/12 - 04/19/12

Statement Messages:

Thank you for your business!

THIS ACCOUNT IS PAST DUE!
PLEASE REMIT PAYMENT TO RESUME SERVICE.

Account Service Detail

Previous Balance		$ 572.17
Payments Received		$
Late Payment Charge		$ 5.73
Monthly Service Charges		$ 42.08
Airtime Charges		$
ISU to PSTN	$	
ISU to ISU	$	
ISU Data	$	
2-Stage Dialing	$	
ISU to other satelite phone	$	
Text Messaging	$	
Short Burst Data - Int'l.	$	
Short Burst Data - USA	$	
Mailbox Check	$	
Taxes		$ 7.95
Credits/Adjustments		$

Total Charges Due Upon Receipt $ 627.93

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Date Paid_____
Check#_____

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Date: 20120501
Account #: 200449
Satellite#: 881622487549
Customer: Hidalgo County Health Dept

Total Due Upon Receipt: $ 627.93

Amount Enclosed: _____

Please include your account number on your check

GIT Satellite, LLC.
PO Box 170295
Austin, TX 78717-0295

Global Information Technologies LLC
Satellite Communications

GIT Satellite, LLC.
Customer: Hidalgo County Health Dept
Account Number: 200449
Satelite Number: 881622487549
Date of Invoice: 05/01/2012

Phone Number	Call Date	Call Time	Number Called	Destination	Call Origin	Min/Byt	Charge
881622487549	Executive Global Connect (EXC), prorated 8 days						10.52
881622487550	Executive Global Connect (EXC), prorated 8 days						10.52
881622487552	Executive Global Connect (EXC), prorated 8 days						10.52
881622487548	Executive Global Connect (EXC), prorated 8 days						10.52
	FUSF FEE @ 17.4% on 42.08						7.32
	TRS FEE @ 1.5% on 42.08						.63

AI-32340 **Health & Human Services Dept. 11. D.**

CC REGULAR

Meeting Date: 05/29/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting authorization for Hidalgo County Health & Human Services Dept. to collaborate with the University of Texas – Pan American – College of Health Science and Human Services for the purpose of establishing a model of healthcare that will teach an inter-professional team approach in managing healthcare problems for the poor and underserved as proposed in their grant application to U.S. Department of Health & Human Services. While the main applicant for this grant will be UT-Pan Am, Hidalgo County Health & Human Services Dept. will participate through a Memorandum of Agreement. Hidalgo County's role would be to provide access to county clinics and patients.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Absract

HRSA App

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/14/2012 03:12 PM
Manuel Chapa	Manuel Chapa	05/16/2012 02:24 PM
Purchasing Department	Monica Badillo	05/25/2012 03:31 PM

Form Started By: Mike Escaname Started On: 05/14/2012 03:03 PM

Final Approval Date: 05/25/2012

Abstract: UTPA/ Hidalgo County/ HRSA/ Collaborative Health Initiative

The University of Texas-Pan American (UTPA) is the fifth largest campus of the University of Texas System and the 10th largest public university in Texas in the state's sixth most populous area and serving one of the fastest growing areas of the state. More than 88.7% of UTPA's 19,034 (fall, 2011) students are Hispanic. UTPA educates the second highest number of Hispanic students in the state and has one of the highest enrollments of Hispanic students in the nation. This culturally diverse university is the home to one of the state's largest financially disadvantaged resident student population with a median household income of $31,879 (U.S. Census Bureau, 2010). The funding of this grant will support the training of disadvantaged students in the Rio Grande Valley.

The College of Health Science and Human Services' Department of Nursing is interested in a cooperative agreement with the Health Resources and Services Administration (HRSA) in a collaborative effort with the local public health department to strengthen the nursing capacity to advance the health of patients, families and communities in the local health department by developing and implementing an innovative practice model that utilizes interprofessional collaborative teams from within the College of Health Science and Human Services at UTPA.

The interprofessional team will consist of Baccalaureate senior nursing students, MSN nursing students, Physician assistants, medical doctors, nurses, clinical lab personnel, dieticians, social workers, occupational therapists, speech therapists, and pharmacists. Working together they will deliver high quality, efficient team-based care to an underserved population in a rural community. The teams employ strategies to promote and problem solve efficient quality healthcare delivery to the community. The team and facility will also serve as a clinical training site for all the disciplines involved in delivering healthcare. This innovative team approach to health education and primary healthcare will be unique to the Rio Grande Region in South Texas.

The goals for this project will be as follows:

- Establish an integrated, interdisciplinary, interprofessional team approach to improve the delivery of nursing's contribution to high quality patient and population-centered outcomes to increase access to care to an underserved population.
- Cultivate a practice environment first locally, then regionally in which emergent nursing students have an opportunity to demonstrate leadership skills in interprofessional team building, collaborative problem-solving and care-coordination
- Establish a model multidisciplinary local health facility that will serve as a clinical training site for all participating disciplines and where practitioners acquire experiences and skills necessary to meet the needs of the poor and underserved.

Local Health Department collaboration in this project will help to establish a model of healthcare that will teach an interprofessional team approach in managing healthcare problems thus increasing the efficiency in the delivery of healthcare to the poor and underserved. The grant is provided under the U.S. Department of Health and Human Services'

Health Resources and Services Administration (HRSA). The title of the grant is “Nurse Education, Practice, Quality and Retention (NEPQR) Program, CFDA no. 93.359.

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
Health Resources and Services Administration

Bureau of Health Professions
Division of Nursing

Nurse Education, Practice, Quality and Retention (NEPQR) Program – Interprofessional Collaborative Practice

Announcement Type: New
Announcement Number HRSA-12-060

Catalog of Federal Domestic Assistance (CFDA) No. 93.359

FUNDING OPPORTUNITY ANNOUNCEMENT

Fiscal Year 2012

Application Due Date: May 29, 2012

Ensure your Grants.gov registration and passwords are current immediately!
Deadline extensions are not granted for lack of registration.
Registration may take up to one month to complete.

Release Date: March 30, 2012

Issuance Date: March 30, 2012

Kirk Koyoma, MSN, RN, PHN, CNS
Nurse Consultant
Division of Nursing
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Janice B Young, PhD, MPH, RN
Nurse Consultant
Division of Nursing
Email: jyoung2@hrsa.gov
Telephone: 301-443-5688

Authority: Public Health Service Act, Title VIII, Sections 831 and 831A, as amended by Section 5309 of the Patient Protection and Affordable Care Act of 2010, P.L. 111-148.

EXECUTIVE SUMMARY

The Nurse Education, Practice, Quality and Retention (NEPQR) Program supports projects that strengthen the nursing workforce and improve nurse retention and quality of care by expanding the nursing pipeline, promoting career mobility, providing continuing education, and supporting retention activities. For FY2012, the NEPQR Program will solicit projects that create and/or expand Interprofessional Collaborative Practice (IPCP) environments where nurses and other professional disciplines join together to provide comprehensive healthcare services for patients and their families. The goal of this solicitation is to strengthen nursing's capacity to advance the health of patients, families and communities by supporting the development and implementation of innovative practice models that use collaborative interprofessional teams comprised of nurses and other health professionals.

IPCP in health care occurs when health workers from different professional backgrounds join with patients, their families, caregivers and communities to deliver comprehensive high quality care. IPCP spans clinical and non-clinical health-related work, including diagnosis, treatment, surveillance, health communications, and disease management (WHO, 2010).

In February 2011, the Health Resources and Services Administration (HRSA), the Josiah Macy Jr. Foundation, the Robert Wood Johnson Foundation, and the American Board of Internal Medicine (ABIM) Foundation, in partnership with the Interprofessional Education Collaborative (IPEC) sponsored a conference held in Washington DC titled "Team-Based Competencies: Building a Shared Foundation for Education and Clinical Practice." The conference brought together more than 80 invited participants including CEO's, deans, policy makers and other leaders from nursing, medicine, pharmacy, public health, dentistry, and osteopathic medicine. During the conference, recommendations of the IPEC expert panel were endorsed. The IPEC expert panel concluded that health professionals educated in interprofessional education (IPE) competencies should have a solid foundation in the specific knowledge of their profession, communication skills, and the ability to solve problems as a team.

The FY2012 IPCP FOA builds upon the recommendations of the IPEC expert panel and calls for projects that create and/or expand opportunities for nurses to actively participate in team-based care in interprofessional collaborative environments. Preparing diverse professionals to work together and deliver high quality, efficient, team-based care is recognized both nationally and internationally as an effective means to improve health outcomes (WHO, 2010).

As outlined in Section 805 of the Public Health Service Act as amended, preference will be given to applicants with projects that will substantially benefit rural or underserved populations, or help meet public health nursing needs in State or local health departments. The application due date is May 29, 2012. Please read the application guidelines and your full application carefully before submission to be certain that all required information is included in the application. All required information must be included in the application at the time it is submitted or it will be deemed non-responsive and will not be reviewed for potential funding. A technical assistance call has been scheduled to help applicants understand, prepare and submit a grant application. The conference call is scheduled for April, 18, 2012 from 1:30 PM until 3:00 PM ET. Call-in information will be posted on the HRSA Division of Nursing website.

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I. Funding Opportunity Description

1. Purpose

NURSE EDUCATION, PRACTIC, QUALITY AND RETENTION PROGRAM – INTERPROFESSIONAL COLLABORATIVE PRACTICE (IPCP)
This program is authorized under Title VIII, Sections 831 and 831A of Public Health Service Act as amended by Section 5309 of the Patient Protection and Affordable Care Act (Affordable Care Act), P.L. 111-148 (42 U.S.C. § 296p and 42 U.S.C. § 296p-1). This announcement solicits grant applications for the **Nurse Education, Practice, Quality and Retention Program.**

For FY 2012, the Division of Nursing (DN) will solicit three-year cooperative agreements proposing innovations in Interprofessional Collaborative Practice (IPCP). IPCP environments are comprised of high-functioning diverse professionals with a collective identity who collaborate and communicate effectively to increase access to care and achieve high quality patient and population-centered outcomes. The long-term goal of the NEPQR Program is to support the development of collaborative practice environments that deliver patient and population-centered quality health care that is safe, efficient, effective and equitable (IPEC 2011). The intermediate goal of the program is to increase the number of nurses skilled in interprofessional collaborative practice. The long-term and intermediate goals of the NEPQR funding opportunity announcement (FOA) are consistent with the statutory authority provided in Title VIII to provide coordinated care and for nurses to develop skills needed to practice in existing and emerging organized health care systems.

The specific purpose of this FY2012 FOA is to solicit IPCP projects that create and/or expand practice environments comprised of nursing and other professional disciplines engaged in collaborative practice innovations. IPCP in health-care occurs when health workers from different professional backgrounds join with patients, their families, caregivers and communities to deliver comprehensive high quality of care across settings. IPCP spans clinical and non-clinical health-related work, including diagnosis, treatment, surveillance, health communications, and disease management (WHO, 2010).

Ideally, IPCP environments: (1) foster increased communication and shared decision-making among practitioners, (2) promote mutual respect and effective dialogue among all members of the care team in care planning and problem solving, and (3) create more efficient and integrated practices that lead to high quality patient and population-centered outcomes.

Projects that (1) cultivate practice environments in which emergent nurse leaders have an opportunity to demonstrate leadership in interprofessional team building, collaborative problem-solving and care-coordination, (2) provide interprofessional clinical training opportunities for nursing students, and (3) demonstrate innovation in IPCP will be deemed highly competitive. The proposed IPCP projects must select and employ well-integrated strategies that are rooted in interprofessional education (IPE) research and practice and equip professionals with the resources they need to practice in collaborative team-based environments.

2. Background

Health Resources and Services Administration's (HRSA) Bureau of Health Professions (BHPr) provides policy leadership and grant support for health professions workforce development—making sure the U.S. has the right clinicians, with the right skills, working where they are needed. Many Americans lack access to an ongoing source of health care. This is primarily attributable to two factors: lack of health insurance and a shortage of health professionals. Additional information about HRSA's BHPr and its programs is available at http://bhpr.hrsa.gov/.

In 2009, six national education associations of schools of the health professions[1] formed a collaborative that reviewed current literature and all relevant statements on interprofessional competencies in the United States and abroad. The collaborative proceeded to develop and recommend a set of core competencies to lay the foundation for IPCP among diverse professions. The interprofessional education collaborative (IPEC) expert panel developed a set of 38 core competencies across four domains: values/ethics, roles/responsibilities, interprofessional communication, and interprofessional teamwork and team-based care (see "Core Competencies for Interprofessional Collaborative Practice: Report of an Expert Panel," developed by the IPEC (2011) available at http://www.aacn.nche.edu/leading-initiatives/IPECReport.pdf).

In Feb 2011 HRSA sponsored the invitational conference titled "Team-based competencies: Building a shared foundation for education and clinical practice" where the IPEC competency recommendations were endorsed. This FOA builds upon the recommendations of the IPEC expert panel and calls for projects that create and/or expand opportunities for nurses to actively participate in team-based care in interprofessional collaborative environments. Preparing nurses to work effectively with other health care providers in the delivery of high quality, efficient, team-based care is recognized both nationally and internationally as an effective means to improve nursing's contribution to better health outcomes (WHO, 2010).

Interprofessional collaborative practice is defined as a diverse group of members of a health care team each of who make a unique contribution from within their scope of practice toward achieving a common goal (WHO, 2010; Colleges of Nurses of Ontario, 2005). IPCP is noted in HRSA's strategic plan: Goal II, Strengthen the Healthcare Workforce, Subgoal e: Support the development of interdisciplinary health teams to improve the efficiency and effectiveness of care. This FOA is consistent with HRSA's strategic plan and builds upon the work of the IPEC which focused on articulating the core competencies that health professions training programs must integrate into the preparation of the future health care workforce.

This announcement calls for projects promoting nursing's efforts to develop collaborative practice models that achieve better health outcomes through delivery systems founded on high functioning health care teams. Identifying effective collaborative models, explicating the key features contributing to their success, determining where individual and team responsibilities intersect in

[1] American Association of Colleges of Nursing, American Association of Colleges of Osteopathic Medicine, American Association of Colleges of Pharmacy, American Dental Education Association, Association of American Medical Colleges and Association of Schools of Public Health.

the provision of effective collaborative care, and articulating how patient, team, and health system outcomes are influenced by IPCP are areas of knowledge development that this announcement hopes to advance.

References:

1. College of Nurses of Ontario. 2005. Practice Guideline: Utilization of RNs and RPNs.
2. Interprofessional Education Collaborative Expert Panel. (2011). Core competencies for interprofessional collaborative practice. Report of an expert panel. Washington, D.C.: Interprofessional Education Collaborative.
3. Team-based competencies: Building a shared foundation for education and clinical practice. Conference Proceedings, February 16-17, 2011. Washington, D.C.
4. World Health Organization. (Winter, 2010). Framework for Action on Interprofessional Education and Collaborative Practice. Geneva: World Health Organization. http://www.who.int/hrh/resources/framework_action/en/index.html

II. Award Information

1. Type of Award

Funding will be provided in the form of a cooperative agreement. A cooperative agreement, as opposed to a grant, is an award instrument of financial assistance where substantial involvement is anticipated between HRSA and the recipient during performance of the contemplated project.

In addition to the usual monitoring and technical assistance provided under the cooperative agreement, **HRSA Program responsibilities shall include:**

1. Facilitate exchange of project planning and implementation information among the IPCP awardees.
2. Support the awardee's development of plans to disseminate effective practice models that emerge from the IPCP, and explore opportunities to expand IPCP best practice models to diverse populations.
3. Collaborate in the development of project data collection systems and procedures to ensure harmonized data across projects.
4. Facilitate annual awardee evaluation of IPCP projects in meeting proposed objectives and program requirements.
5. Conduct evaluation of the overall IPCP Program across projects at the end of Year One and conclusion of the program.
6. Explore opportunities to collaborate with a national center for IPCP.

The cooperative agreement recipient's responsibilities shall include:

1. Develop, implement, disseminate, and evaluate projects that meet the goals outlined in Section I of this funding opportunity announcement;
2. Collaborate and timely communicate with the HRSA project officer.

3. Provide the Federal project officer an opportunity to review project information prior to dissemination.
4. Establish contacts that may be relevant to the project's mission such as Federal and non-Federal partners, and other HRSA grant projects that may be relevant to the project's mission.

2. Summary of Funding

This program will provide funding during federal fiscal years 2012-2014. Approximately $10 million is estimated to be available annually to fund approximately 20 new awards. Applicants may apply for a ceiling amount of up to $500,000 per year. The project period is three (3) years. Funding beyond the first year is dependent on the availability of appropriated funds for the NEPQR program in subsequent fiscal years, awardee satisfactory performance, and a decision that continued funding is in the best interest of the federal government.

III. Eligibility Information

1. Eligible Applicants

Eligible applicants are accredited schools of nursing, health care facilities, or a partnership of such a school and facility. A health care facility may include an Indian Health Service health center, Native Hawaiian health center, hospital, federally-qualified health center, rural health clinic, nursing home, home health agency, hospice program, public health clinic, state or local department of public health, skilled nursing facility, ambulatory surgical center, or any other facility designated by the Secretary (see PHS Act section 801(11).

The mission and priorities of eligible applicant institutions, as well as those of any partner institutions, should be consistent with the goals of the NEPQR program. In this FOA, applicants will demonstrate that its leadership will assure the requisite resources and institutional support for interprofessional practice environments involving nursing and other disciplines.

All nursing and other professional programs that are associated with the project and conferring degrees must be accredited for the purpose of nursing and professional education, respectively Applicants must submit documentation providing proof of accreditation (e.g., an accreditation letter from the accrediting agency or a copy of the certificate of accreditation) with the HRSA grant application**.**

Nursing school applicants must be accredited by a national nurse education accrediting agency or state approval agency recognized by the Secretary of the U.S. Department of Education. For FY 2012, these agencies include the Commission on Collegiate Nursing Education, National League for Nursing Accrediting Commission, Kansas Board of Nursing, Maryland Board of Nursing, Missouri Board of Nursing, Montana Board of Nursing, North Dakota Board of Nursing or New York Board of Nursing, the Division of Accreditation of the American College of Nurse-Midwives, and the Council on Accreditation of Nurse Anesthesia Programs of the American Association of Nurse Anesthetists.

Accreditation for Newly Established Programs of Nursing: A new program of nursing that is not eligible for accreditation at the time of the submission of an application by such recognized accrediting bodies or state agency shall be deemed accredited if the Secretary of Education finds that there is reasonable assurance that the program will meet the accreditation standards of such bodies prior to the beginning of the academic year following the normal graduation date of students of the first entering class in such a program. Refer to **Attachment 1** in the attachments section (Section IV.2.x) for further information.

Eligible Project Participants
Project participants must be U.S. Citizens, non-citizen nationals, or foreign nationals who possess visas permitting permanent residence in the United States. Individuals on temporary student visas are not eligible.

2. Cost Sharing/Matching

Cost sharing or matching is not required for the NEPQR program.

3. Other

Applications that exceed the ceiling amount will be considered non-responsive and will not be considered for funding under this announcement.

Any application that fails to satisfy the deadline requirements referenced in *Section IV.3* will be considered non-responsive and will not be considered for funding under this announcement.

Maintenance of Effort: The awardee must agree to maintain non-federal funding for grant activities at a level that is not less than expenditures for such activities during the fiscal year prior to receiving the grant.

Eligible applicants can submit **only one** application.

IV. Application and Submission Information

1. Address to Request Application Package

Application Materials and Required Electronic Submission Information
HRSA ***requires*** applicants for this funding opportunity announcement to apply electronically through Grants.gov. This robust registration and application process protects applicants against fraud and ensures that only authorized representatives from an organization can submit an application. Applicants are responsible for maintaining these registrations, which should be completed well in advance of submitting your application. All applicants ***must*** submit in this manner unless they obtain a written exemption from this requirement in advance by the Director of HRSA's Division of Grants Policy. Applicants must request an exemption in writing from DGPWaivers@hrsa.gov, and provide details as to why they are technologically unable to submit electronically through the Grants.gov portal. The email must include the HRSA announcement number for which you are seeking relief, the name, address, and telephone number of the

organization and the name and telephone number of the Project Director as well as the Grants.gov Tracking Number (GRANTXXX) assigned to your submission along with a copy of the "Rejected with Errors" notification the applicant received from Grants.gov. **HRSA and its Digital Services Operation (DSO) will only accept paper applications from applicants that received prior written approval.** However, the application must still be submitted by the deadline. Suggestion: submit application to Grants.gov at least two days before the deadline to allow for any unforeseen circumstances.

Note: Central Contractor Registration (CCR) information must be updated at least every 12 months to remain active (for both grantees and sub-recipients). As of August 9, 2011, Grants.gov began rejecting submissions from applicants with expired CCR registrations. Although active CCR registration at time of submission is not a new requirement, this systematic enforcement will likely catch some applicants off guard. According to the CCR Website it can take 24 hours or more for updates to take effect, so ***check for active registration well before your grant deadline.***

An applicant can view their CCR Registration Status by visiting http://www.bpn.gov/CCRSearch/Search.aspx and searching by their organization's DUNS. The CCR Website provides user guides, renewal screen shots, FAQs and other resources you may find helpful.

Applicants that fail to allow ample time to complete registration with CCR and/or Grants.gov will not be eligible for a deadline extension or waiver of the electronic submission requirement.

CCR site update (2/12): CCR and other systems will be migrating to the System for Award Management (SAM) in the first half of 2012. SAM will combine eight federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. All interfaces with CCR will change. Please visit http://www.SAM.gov for more details.

All applicants are responsible for reading the instructions included in HRSA's *Electronic Submission User Guide,* available online at http://www.hrsa.gov/grants/apply/userguide.pdf. This Guide includes detailed application and submission instructions for both Grants.gov and HRSA's Electronic Handbooks. Pay particular attention to Sections 2 and 5 that provide detailed information on the competitive application and submission process.

Applicants are also responsible for reading the Grants.gov Applicant User Guide, available online at http://www.grants.gov/assets/ApplicantUserGuide.pdf. This Guide includes detailed information about using the Grants.gov system and contains helpful hints for successful submission.

Applicants must submit proposals according to the instructions in the Guide and in this funding opportunity announcement in conjunction with Application Form SF-424 Research and Related (SF-424 R&R). The forms contain additional general information and instructions for applications, proposal narratives, and budgets. The forms and instructions may be obtained by:

1) Downloading from http://www.grants.gov; or

2) Contacting the HRSA Digital Services Operation (DSO) at: HRSADSO@hrsa.gov

Each funding opportunity contains a unique set of forms and only the specific forms package posted with an opportunity will be accepted for that opportunity. Specific instructions for preparing portions of the application that must accompany the SF-424 R&R appear in the "Application Format Requirements" section below.

2. Content and Form of Application Submission

Application Format Requirements
The total size of all uploaded files may not exceed the equivalent of 65 pages **when printed by HRSA**. The total file size may not exceed 10 MB. This 65-page limit includes the abstract, project and budget narratives, attachments, and letters of commitment and support. Standard forms are NOT included in the page limit. **We encourage you to print your application to ensure it does not exceed the 65-page limit. Do not reduce the size of the fonts or margins to save space. See the formatting instructions in Section 5 of the Electronic Submission User Guide referenced above.**

Applications must be complete, within the 65-page limit, within the 10 MB limit, and submitted prior to the deadline to be considered responsive under this announcement.

A technical assistance call has been scheduled to help applicants understand, prepare and submit a grant application. The conference call is scheduled for April, 18, 2012 from 1:30 PM until 3:00 PM ET. Call-in information will be posted on the HRSA Division of Nursing website.

Application Format
Applications for funding must consist of the following documents in the following order:

SF-424 R&R – Table of Contents

- **It is mandatory to follow the instructions provided in this section to ensure that your application can be printed efficiently and consistently for review.**
- **Failure to follow the instructions may make your application non-responsive. Non-responsive applications will not be considered under this funding opportunity announcement.**

- For electronic submissions, applicants only have to number the electronic attachment pages sequentially, resetting the numbering for each attachment, i.e., start at page 1 for each attachment. Do not attempt to number standard OMB approved form pages.
- For electronic submissions no Table of Contents is required for the entire application. HRSA will construct an electronic table of contents in the order specified.

Application Section	Form Type	Instruction	HRSA/Program Guidelines
SF-424 R&R Cover Page	Form	Pages 1 & 2	Not counted in the page limit.
Pre-application	Attachment	Can be uploaded on page 2 of SF-424 R&R Box 20.	Not Applicable to HRSA; Do not use.
SF-424 R&R Senior/Key Person Profile	Form	Supports 8 structured profiles (PD + 7 additional).	Not counted in the page limit.
Senior Key Personnel Biographical Sketches	Attachment	Can be uploaded in SF-424 R&R Senior/Key Person Profile form. One per each senior/key person. The PD biographical sketch should be the first biographical sketch. Up to 8 allowed.	Counted in the page limit.
Senior Key Personnel Current and Pending Support	Attachment	Can be uploaded in SF-424 R&R Senior/Key Personnel Profile form.	Not Applicable to HRSA; Do not use.
Additional Senior/Key Person Profiles	Attachment	Can be uploaded in SF-424 R&R Senior/Key Person Profile form. Single document with all additional profiles.	Not counted in the page limit.
Additional Senior Key Personnel Biographical Sketches	Attachment	Can be uploaded in the Senior/Key Person Profile form. Single document with all additional sketches	Counted in the page limit.
Additional Senior Key Personnel Current and Pending Support	Attachment	Can be uploaded in SF-424 R&R Senior/Key Personnel Profile form.	Not Applicable to HRSA; Do not use.
SF-424 R&R Performance Site Locations	Form	Supports primary and 29 additional sites in structured form.	Not counted in the page limit.
Additional Performance Site Location(s)	Attachment	Can be uploaded in SF-424 R&R Performance Site Locations form. Single	Not counted in the page limit.

Application Section	Form Type	Instruction	HRSA/Program Guidelines
		document with all additional site locations	
Other Project Information	Form	Allows additional information and attachments	Not counted in the page limit
Project Summary/Abstract	Attachment	Can be uploaded in SF-424 R&R Other Project Information form, Box 6.	Required attachment. Counted in the page limit. Refer to funding opportunity announcement for detailed instructions. Provide table of contents specific to this document only as the first page.
Project Narrative	Attachment	Can be uploaded in SF-424 R&R Other Project Information form, Box 7.	Required attachment. Counted in the page limit. Refer to funding opportunity announcement for detailed instructions. Provide table of contents specific to this document only as the first page
SF-424 R&R Budget Period (1-5) - Section A – B	Form	Supports structured budget for up to 5 periods.	Not counted in the page limit.
Additional Senior Key Persons	Attachment	SF-424 R&R Budget Period (1-5) - Section A - B, Box 9. End of Section A. One for each budget period.	Not counted in the page limit.
SF-424 R&R Budget Period (1-5) - Section C – E	Form	Supports structured budget for up to 5 periods.	Not counted in the page limit.
Additional Equipment	Attachment	SF-424 R&R Budget Period (1-5) - Section C – E, End of Section C. One for each budget period.	Not counted in the page limit.
SF-424 R&R Budget Period (1-5) - Section F – K	Form	Supports structured budget for up to 5 periods.	Not counted in the page limit.
SF-424 R&R Cumulative Budget	Form	Total cumulative budget.	Not counted in the page limit.
Budget Justification	Attachment	Can be uploaded in SF-424 R&R Budget Period (1-5) - Section F - J form, Box K. Only one consolidated budget justification for the project period.	Required attachment. Counted in the page limit. Refer to funding opportunity announcement for detailed instructions. Provide table of contents specific to this document only as the first page.
SF-424 R&R Subaward Budget	Form	Supports up to 10 budget attachments. This form only contains the attachment list.	Not counted in the page limit.

Application Section	Form Type	Instruction	HRSA/Program Guidelines
Subaward Budget Attachment 1-10	Attachment	Can be uploaded in SF-424 R&R Subaward Budget form, Box 1 through 10. Extract the form from the SF-424 R&R Subaward Budget form and use it for each consortium/contractual/subaward budget as required by the program funding opportunity announcement. Supports up to 10.	Filename should be the name of the organization and unique. Counted in the page limit.
SF-424B Assurances for Non-Construction Programs	Form	Assurances for the SF-424 R&R package	Not counted in the page limit.
Bibliography & References	Attachment	Can be uploaded in Other Project Information form, Box 9.	Optional. Counted in the page limit.
Facilities & Other Resources	Attachment	Can be uploaded in Other Project Information form, Box 9.	Optional; Counted in the page limit.
Equipment	Attachment	Can be uploaded in Other Project Information form, Box 10.	Required; Counted in the page limit.
Disclosure of Lobbying Activities (SF-LLL)	Form	Supports structured data for lobbying activities	Not counted in the page limit.
Other Attachments Form	Form	Supports up to 15 numbered attachments. This form only contains the attachment list.	Not counted in the page limit.
Attachment 1-15	Attachment	Can be uploaded in Other Attachments form 1-15.	Refer to the attachment table provided below for **specific** sequence. Counted in the page limit.
Other Attachments	Attachment	Can be uploaded in SF-424 R&R Other Project Information form, Box 12. Supports multiple attachments.	Not Applicable to HRSA; Do not use.

- **To ensure that attachments are organized and printed in a consistent manner, follow the order provided below. Note that these instructions may vary across programs.**
- Evidence of Non-Profit status and invention related documents, if applicable, must be provided in the other attachment form.
- Additional supporting documents, if applicable, can be provided using the available rows. Do not use the rows assigned to a specific purpose in the program funding opportunity announcement.
- Merge similar documents into a single document. Where several documents are expected in one attachment, ensure that you place a table of contents cover page specific to the attachment. Table of contents page will not be counted in the page limit.
- Limit the file attachment name to under 50 characters. Do not use any special characters (e.g., %, /, #) or spacing in the file name or word separation. (The exception is the underscore (_) character.) Your attachment will be rejected by Grants.gov if you use special characters or attachment names greater than 50 characters.

Attachment	Description
Attachment 1	Accreditation Documentation (CCNE, NLNAC, COA, ACME). A letter of accreditation, a copy of the certificate of accreditation; or letter from the United States Department of Education providing "reasonable assurance of accreditation."
Attachment 2	Staffing Plan and Position Descriptions for Key Personnel
Attachment 3	Letters of Support
Attachment 4	Letters of Agreement/Commitment and/or Description(s) of Proposed/Existing Contracts (project specific)
Attachment 5	Organizational and IPCP Charts
Attachment 6	Biographical Sketches of Consultants
Attachment 7	Institutional Diversity Statement
Attachment 8	Maintenance of Effort Documentation
Attachments 9-15	Other attachments

Application Format

i. *Application Face Page*

Complete Application Standard Form 424 Research and Related (SF-424 R&R) provided with the application package. Prepare according to instructions provided in the form itself. For information pertaining to the Catalog of Federal Domestic Assistance, the Catalog of Federal Domestic Assistance Number is 93.359.

DUNS Number

All applicant organizations (and subrecipients of HRSA award funds) are required to have a Data Universal Numbering System (DUNS) number in order to apply for a grant or cooperative agreement from the Federal Government. The DUNS number is a unique nine-character identification number provided by the commercial company, Dun and Bradstreet. There is no charge to obtain a DUNS number. Information about obtaining a DUNS number can be found at http://fedgov.dnb.com/webform or call 1-866-705-5711. Please include the DUNS number in item 5 on the application face page. Applications ***will not*** be reviewed without a DUNS number. Note: a missing or incorrect DUNS number is the number one reason for applications being "Rejected for Errors" by Grants.gov. HRSA will not extend the deadline for applications with a missing or incorrect DUNS. Applicants should take care in entering the DUNS number in the application.

Additionally, the applicant organization (and any subrecipient of HRSA award funds) is required to register annually with the Central Contractor Registration (CCR) in order to do electronic business with the Federal Government. CCR registration must be maintained with current, accurate information at all times during which an entity has an active award or an application or plan under consideration by HRSA. It is extremely important to verify that your CCR registration is active and your marketing Partner ID Number (MPIN) is current. Information about registering with the CCR can be found at http://www.ccr.gov.

ii. *Table of Contents*

The application should be presented in the order of the Table of Contents provided earlier. Again, for electronic applications no table of contents is necessary as it will be generated by the system. (Note: the Table of Contents will not be counted in the page limit.)

iii. *Budget*

Complete Application Form SF-424 Research and Related Budget Form included with the application kit. Please complete the Research and Related Budget Form (Sections A-J and the Cumulative Budget) for each budget period. Upload the Budget Justification Narrative for the entire project period (all budget periods) in Section K of the Research & Related Budget Form. Following completion of Budget Period 1, you must click on the "NEXT PERIOD" button on the final page to allow for completion of Budget Period 2. You will repeat this instruction to complete Budget Period 3.

The Cumulative Budget is automatically generated and provides the total budget information for the three-year grant request. Errors found in the Cumulative Budget must be corrected within the

incorrect field(s) in Budget Period 1, 2, or 3; corrections cannot be made to the Cumulative Budget itself.

Salary Limitation:
The Consolidated Appropriations Act, 2012 (P.L. 112-74) enacted December 23, 2011, limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements. Award funds may not be used to pay the salary of an individual at a rate in excess of Executive Level II. The Executive Level II salary of the Federal Executive Pay scale is $179,700. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to subawards/subcontracts under a HRSA grant or cooperative agreement.

As an example of the application of this limitation: If an individual's base salary is $350,000 per year plus fringe benefits of 25% ($87,500) and that individual is devoting 50% of their time to this award, their base salary should be adjusted to $179,700 plus fringe of 25% ($44,925) and a total of $112,312.50 may be included in the project budget and charged to the award in salary/fringe benefits for that individual. See the breakdown below:

Individual's *actual* base full time salary: $350,000 50% of time will be devoted to project	
Direct salary	$175,000
Fringe (25% of salary)	$43,750
Total	$218,750
Amount that may be claimed on the application budget due to the legislative salary limitation: Individual's base full time salary *adjusted* to Executive Level II: $179,700 50% of time will be devoted to the project	
Direct salary	**$89,850**
Fringe (25% of salary)	**$22,462.50**
Total amount	**$112,312.50**

iv. Budget Justification
Provide a narrative that explains the amounts requested for each line item in the budget. The budget justification should specifically describe how each item would support the achievement of proposed objectives. The budget period is for ONE year. However, the applicant **must** submit one-year budgets for **each of the subsequent budget periods within the requested project period** at the time of application. Line item information must be provided to explain the costs entered in the Research and Related budget form. Be very careful about showing how each item in the "other" category is justified. For subsequent budget years, the justification narrative should highlight the changes from year one or clearly indicate that there are no substantive budget changes during the project period. The budget justification MUST be concise. Do NOT use the justification to expand the project narrative.

Budget for Multi-Year Cooperative Agreement Award
This announcement is inviting applications for project periods of three years. Awards, on a competitive basis, will be for a one-year budget period, although the project period is three years. Submission and HRSA approval of your Progress Report(s) and any other required submission or reports is the basis for the budget period renewal and release of subsequent year funds. Funding beyond the one-year budget period but within the three-year project period is subject to availability of funds, satisfactory progress of the awardee, and a determination that continued funding would be in the best interest of the Federal Government.

Include the following information in the Budget Justification narrative:

Personnel Costs: Personnel costs should be explained by listing each staff member who will be supported from funds, name (if possible), position title, percentage of full time equivalency (FTE), and annual salary. Applicants shall identify only **one** Project Director. The Project Director for the NEPQR projects should be a licensed Registered Nurse (RN). Reminder: Award funds may not be used to pay the salary of an individual at a rate in excess of Executive Level II or $179,700. An individual's base salary, per se, is NOT constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to HRSA grants and cooperative agreements. Please provide an individual's actual base salary if it exceeds the cap. See the sample below.

Sample:

Name	Position Title	% of FTE	Annual Salary	Amount Requested
J. Smith	Chief Executive Officer	50	$179,700*	$89,850
R. Doe	Nurse Practitioner	100	$75,950	$75,950
D. Jones	Data/AP Specialist	25	$33,000	$8,250

*Actual annual salary = $350,000

Consultant Costs: Give names, affiliations, and qualifications of each consultant, if known, and indicate the nature and extent of the consultant service to be performed. If the consultant is not yet identified provide the desired expertise and the scope of work of the proposed consultant. Include expected rate of compensation and total fees, travel, per diem, or other related costs for each consultant.

Fringe Benefits: List the components that comprise the fringe benefit rate, for example health insurance, taxes, unemployment insurance, life insurance, retirement plan, tuition reimbursement. The fringe benefits should be directly proportional to that portion of personnel costs that are allocated for the project. (If an individual's base salary exceeds the legislative salary cap, please adjust fringe accordingly.)

Travel: List travel costs according to local and long distance travel. For local travel, the mileage rate, number of miles, reason for travel and staff member completing the travel should be outlined. The budget should also reflect the travel expenses associated with participating in meetings and other proposed trainings or workshops. International travel is **not** an allowable expense. For budget purposes, only project directors are expected to include in their budget one

annual meeting for two days in the Washington, D.C. Metropolitan Area to report and share experiences with other awardees.

Equipment: List equipment and provide justification for the need of the equipment to carry out the program's goals. Full justification and a detailed status of current equipment must be provided when requesting funds for the purchase of computers and furniture items that meet the definition of equipment.

Equipment purchases must satisfy all of the following requirements:

- The principal purpose of the equipment must be related to the objectives of the project and to enhance the training of nursing and health professionals;
- The equipment must be retained by the awardee, remain in the United States or territories, and used in accordance with the terms of the grant award for the useful life of the equipment;
- The equipment justification must include a detailed status report of current equipment (refer to Program Narrative and Review Criteria sections for additional information); and
- The equipment purchase must comply with the procurement requirements for federal grants and your organizational procurement policies, including adequate competition and following proper bid procedures.

Supplies: List the items that the project will use. Provide the quantity and cost per unit in this category. Office supplies could include paper, pencils, etc.; educational supplies may include assistive technology, computer or software accessories, and audio or video accessories etc. Office supplies and educational supplies must be listed separately.

Contractual: Applicants are responsible for ensuring that their organization and or institution has in place an established and adequate procurement system with fully developed written procedures for awarding and monitoring all contracts. Applicants must provide a clear explanation as to the purpose of each contract, how the costs were estimated, and the specific contract deliverables. Recipients must notify potential subrecipients that entities receiving subawards must be registered in the CCR and provide the recipient with their DUNS number.

Other Expenses: Put all costs that do not fit into any other category into this category and provide a detailed explanation of each cost in this category. In some cases, awardee rent, utilities and insurance fall under this category if they are not included in an approved indirect cost rate.

Applicants may include the cost of access accommodations as part of their project's budget, including sign interpreters, plain language and health literate print materials in alternate formats (including Braille, large print, etc.); and cultural/linguistic competence modifications such as use of cultural brokers, translation or interpretation services at meetings, clinical encounters, and conferences, etc.

Data Collection Activities: Funds may be used to support appropriate and justifiable costs directly related to meeting evaluation and data reporting requirements. Identify and justify how these funds will be used under the appropriate budget category: Personnel, Contracts or Other.

Indirect Costs: Indirect costs are those costs incurred for common or joint objectives that cannot be readily identified but are necessary to the operations of the organization, e.g., the cost of operating and maintaining facilities, depreciation, and administrative salaries. For institutions subject to OMB Circular A-21, the term "facilities and administration" is used to denote indirect costs. If an organization applying for an assistance award does not have an indirect cost rate, the applicant may wish to obtain one through HHS's Division of Cost Allocation (DCA). Visit DCA's website at: http://rates.psc.gov/ to learn more about rate agreements, the process for applying for them, and the regional offices that negotiate them.

Indirect costs under training grants to organizations other than State, local or Indian tribal governments will be budgeted and reimbursed at 8% of modified total direct costs rather than on the basis of a negotiated rate agreement, and are not subject to upward or downward adjustment. Direct cost amounts for equipment and capital expenditures, tuition and fees, and subgrants and subcontracts in excess of $25,000 are excluded from the actual direct cost base for purposes of this calculation.

v. ***Staffing Plan and Personnel Requirements***

Applicants must present an IPCP staffing plan and provide a justification for the plan that includes education and experience, qualifications, and rationale for the amount of time being requested for each staff position. Position descriptions that include the roles, responsibilities, and qualifications of proposed project staff must be included in **Attachment 2**. Copies of biographical sketches for any consultants that will be assigned to work on the proposed project must be included in **Attachment 6** (biographical sketches for key personnel should be submitted through the SF-424 R&R). When applicable, biographical sketches should include training, language fluency and experience working with cultural and linguistically diverse populations that are served by their programs.

vi. ***Assurances***

Use the Standard Form 424B Assurances for Non-Construction Programs provided with the application package.

vii. ***Certifications***

Use the Certifications and Disclosure of Lobbying Activities Application Form provided with the application package. Any organization or individual that is indebted to the United States, and has a judgment lien filed against it for a debt to the United States, is ineligible to receive a federal grant. By signing the SF-424 R&R, the applicant is certifying that they are not delinquent on federal debt in accordance with OMB Circular A-129. (Examples of relevant debt include delinquent payroll or other taxes, audit disallowances, guaranteed and direct student loans, benefits that were overpaid, etc.). If an applicant is delinquent on federal debt, they should attach an explanation that includes proof that satisfactory arrangements have been made with the Agency to which the debt is owed. This explanation should be uploaded as **Attachment 9**.

viii. ***Project Abstract***

The abstract should provide a clear, concise summary of the application without reference to other parts of the application. It must include a brief description of the proposed project

including the needs to be addressed, the proposed services, and the disciplines included in the interprofessional collaborative practice arrangement.

Please provide the following information at the top of the abstract:

- Project Title
- Applicant Organization(s) Name
- Address
- Project Director
- Contact Phone/Fax Numbers
- Email Address
- Website Address (if applicable)

The one-page (single-spaced) abstract should serve as a succinct description of the proposed project and should include the following:

- Brief overview of the proposed project and innovation statement
- Goals and objectives of the proposed NEPQR project
- Description of the NEPQR team structure and composition, and demographics of patient population targeted
- Statement of project start date (must be supported by Work Plan)
- Statement of funding preference (if applicable)

The abstract is often distributed to provide information to the public and Congress. Therefore the abstract should be written in a clear, concise, and accurate manner without reference to other parts of the application. Personal identifying information should be excluded from the abstract.

ix. Project Narrative

This narrative section provides a comprehensive framework and description of all aspects of the proposed project, and should be succinct, self-explanatory and organized. The required sections of the application are listed below.

Use the following section headers for the Narrative:

INTRODUCTION

This section should briefly describe the purpose of a project that is consistent with the stated purpose for this FOA. The applicant should provide a brief overview of the proposed project and its innovation. In addition, applicants should describe of how the NEPQR project would impact the quality of healthcare and health outcomes for patients, families, and/or communities.

ORGANIZATIONAL CAPACITY

Organizational leadership buy-in is critical to NEPQR team success and sustainability. To demonstrate institutional leadership's commitment to supporting and sustaining team-based practice environments, applicants should provide evidence of the organization's mission statement, goals, and/or value statement that support the proposed IPCP's goals and objectives.

Specifically, the applicant must describe the guiding principles of the organization and their commitment to team-based collaborative practice. The applicant should describe the governance, organizational and structural functions in place to implement, monitor, and operate the IPCP project. In addition, applicants should provide evidence of the financial resources and organizational commitment needed to operate and sustain the project after the completion of the three-year cooperative agreement period. The tasks to be conducted by each administrative component must also be described.

Organizational Structure and Staffing

Organizational structure: Applicants must include an organizational chart for the entity that is responsible for the management of the cooperative agreement.

Staffing: Applicants must provide a staffing plan for governance and leadership that provides:

- The number, titles of key staff, job descriptions, and expected time commitment of staff that will be dedicated to the project, including the roles and responsibilities for each position.
- The percentage of time each individual/position is dedicated to the cooperative agreement.
- Where applicable, the number, roles, and responsibilities of contracted individuals supporting the cooperative agreement.
- A resume of the proposed Project Director.

In addition to the organization management chart, the applicant should also provide a chart visually illustrating the relationship among IPCP project personnel and their respective institutions. The IPCP team chart should include information regarding team composition and structure and professional disciplines represented.

NEEDS ASSESSMENT

This section should describe and document the needs of the community, the organization(s), and the target population to be served by the proposed project. Supporting data should be provided whenever possible to document the need for the project, including surveys, pilot studies, community needs assessments, or focus groups. Applicants must also describe the needs of the community or population that the applicant seeks to target and how the community could benefit from an IPCP project. In addition, applicants should describe the geographic area (rural, frontier, urban, suburban) in which the project will be located, whether the project site is located in a state or local health department, and include information regarding issues of quality, health care access and/or health disparities in vulnerable and underserved populations (as applicable). The needs assessment should be directly linked to the project goals and objectives.

Funding Preference
Section 805 of the PHS Act provides a funding preference for applicants with projects that will 1) substantially benefit rural or 2) underserved populations, or 3) help meet public health nursing needs in State or local health departments. To be considered for this funding preference, the applicant must specifically request the preference in the Needs Assessment section and must demonstrate how they meet the preference. Additional information regarding funding preferences can also be found in Section V.2. Statutory Funding Preferences in this FOA.

To demonstrate that the project "Substantially Benefits Rural Populations"— the applicant provides documentation indicating that:

- Students will participate in the IPCP as their field placement or clinical practicum experience in a site serving rural populations, which include at least one of the following: Rural Health Clinic, State Office of Rural Health, Critical Access Hospital (CAH), Sole Community Hospital (SCH), Medicare Dependent Hospital (MDH) or Rural Referral Center;
- The practice population served is reflective of rural culture and/or is comprised primarily of populations residing in rural locales; and
- Practitioners gain practice experience and are prepared to meet the health care needs of rural populations.

To demonstrate that the project "Substantially Benefits Underserved Populations"—the applicant provides documentation indicating that:

- The applicant is physically located in a health professional shortage area, medically underserved community, or serves medically underserved populations and focuses on primary care, wellness, and prevention strategies and
- The practitioners integrate cultural and health indices specific to underserved populations in their team-based health care decision-making and,
- Students participating in the IPCP as their field placement or clinical practicum and practitioners acquire experiences and skills necessary to meet the health care needs of the poor and underserved.

To demonstrate that the project "Helps Meet the Public Health Nursing Needs in State or Local Health Departments"—the applicant provides documentation indicating that:

- The applicant is physically located in a state or local health department.
- Students will participate in the IPCP as their field placement or clinical practicum experience in a site designated as a state or local health department.
- The IPCP can demonstrate linkage(s) with state, local and federal health departments for practitioners and/or student practicum experience.

Peer reviewers shall evaluate information supporting the statutory funding preference, to determine if the applicant meets the statutory funding preference.

METHODOLOGY
Describe the methods that will be used to meet each of the program requirements and expectations in this FOA. In this section provide information including, but not limited to:

- Clearly stated goals with specific, measurable, time-framed objectives for each goal.
- The strategies used to accomplish the project goals and objectives and how these activities will be organized throughout the project period.
- Evidence supporting the proposed methodologies, including literature, prior experience, and historical data.
- Demonstrate a clear strategy for collaborative planning and implementation of the project objectives.
- Describe a plan for dissemination of the methodology and outcomes.

WORKPLAN

A comprehensive workplan is required and every plan must address the sustainability of the project. In this section, provide information including, but not limited to the following:

a) Describe the activities, methods, techniques, or steps that will be used to achieve each of the objectives proposed in the project proposal; each activity must support the proposed project outcomes. Describe how the activities are defined by the project objectives and will achieve the desired measurable outcomes. The project description should indicate specific activities and project personnel responsible for completing the activities.

b) Describe the IPCP project's innovation including:
   - How the application challenges and seeks to shift current educational or clinical practice paradigms.
   - Any novel theoretical concepts, approaches or methodologies, instrumentation or intervention(s) to be developed or used, and any advantage over existing methodologies, instrumentation or intervention(s), and
   - Any refinements, improvements, or new applications of theoretical concepts, approaches, methodologies, instrumentation or interventions.

c) Provide a quarterly graphical summary (i.e., table illustration) of the activities/strategies to include:
   i. Overall objectives by year
   ii. Specific sub-objectives in measurable terms
   iii. Activities to achieve objectives
   iv. Program staff responsible for facilitating the project activities
   v. Time frame for implementation of activities.

d) Develop a plan for the dissemination of project outcomes and lessons learned (i.e., conferences, presentations, publications, etc.) in collaboration with HRSA staff.

e) Provide a plan to achieve sustainability after HRSA funding for IPCP projects is completed. Include in the sustainability discussion how the applicant will address challenges of self-sufficiency, how they will identify other sources of income including future funding initiatives and strategies. The discussion should also include a time table for becoming self-sufficient. Additionally include a description of integration of the IPCP program's innovations into other health care models if appropriate.

RESOLUTION OF CHALLENGES

Discuss challenges that are likely to be encountered in meeting the project objectives and in employing strategies that will be used to implement the project activities. Also discuss approaches that will be used to resolve potential program challenges.

EVALUATION AND TECHNICAL SUPPORT CAPACITY

The specific purpose of the evaluation is to provide information on the IPCP progress toward increasing the number of nursing and other health professionals who are able to practice in effective collaborative team-based environments that are comprised of high-functioning diverse professionals. Thus, the focus of evaluation should be on the following:

- Assessment of the overall impact of the IPCP and its ability to create and/or expand high-functioning, effective, interprofessional collaborative practice teams;
- Determining the contribution of program elements to outcomes, and
- Identifying where changes/adjustments are needed to improve program outcomes

The evaluation plan should fully describe strategies to work with HRSA to assess the progress and outcomes of the IPCP's proposed activities and their corresponding objectives. The evaluation plan must address how the required BHPr annual performance data will be collected (see Section VI of the funding opportunity announcement) and its data quality assured. The evaluation strategies should be appropriate for the activity to be assessed and evidence based whenever possible. Each activity's outcome measure should reflect back to the needs statement from which its objective was derived. The evaluation report should include detailed information on the self-evaluation plan, including a plan for process assessment and outcome evaluation. Longitudinal assessment of project outcomes is encouraged. In addition to the performance evaluation reports required by HRSA, applicants are expected to submit a plan for quarterly project evaluation reports. The quarterly reports should include information on the use of cooperative agreement funding and an assessment of program implementation, lessons learned, interprofessional provider and patient experience, and clinical outcomes. Where appropriate, applicants are encouraged to include plans to obtain feedback from providers and/or patients to help identify weaknesses and to provide suggestions for program improvements. The inclusion of evaluation instruments (in the Appendix) is encouraged.

The evaluation plan must identify the selected evaluator and his/her credentials. The evaluation may be done through the institution's evaluation office, or if an evaluator is not an employee of an institution within the collaborative, an external evaluator may be included as a consultant. The evaluator must have formal training and experience in evaluation methodology and statistics as demonstrated by publications and/or reports in the field.

HRSA anticipates establishing guidelines for program evaluations in the coming year and will provide additional information at a later date.

REPLICABILITY

HRSA as part of its cooperative agreement activities will conduct a rigorous evaluation of each of the funded projects through a separate evaluation process. This evaluation work will involve establishing a core set of strategies across projects that are linked to improved patient and population health outcomes. HRSA will also evaluate which components of the IPCP models can be replicated and disseminated in diverse populations and settings. Applicants will be expected to facilitate HRSA's independent evaluation in these areas by providing information and access to program records, participants, providers, and collaborators. Each applicant should

describe the IPCP's potential for replication and how the model can be adapted to meet the needs of diverse populations.

ADDITIONAL NARRATIVE GUIDANCE In order to ensure that the six review criteria are fully addressed, this table provides a bridge between the sample narrative language and where each section falls within the review criteria.	
Narrative Section	**Review Criteria**
Introduction	(1) Need
Organizational Information	(5) Resources/Capabilities
Needs Assessment	(1) Need
Statutory Preference	(1) Need
Methodology	(2) Response
Work Plan	(2) Response (4) Impact, & (5) Resources/Capabilities
Resolution of Challenges	(2) Response
Evaluation and Technical Support Capacity	(3) Evaluative Measures & (5) Resources/Capabilities
Replicability	(4) Impact
Budget Section	(6) Support Requested – the budget section should include sufficient justification to allow reviewers to determine the reasonableness of the support requested.

x. Program Specific Forms

Not applicable.

xi. Attachments

Please provide the following items to complete the content of the application. Please note that these are supplementary in nature, and are not intended to be a continuation of the project narrative. Unless otherwise noted, attachments count toward the application page limit. **Each attachment must be clearly labeled**. The required application attachments include:

Attachment 1: Accreditation Documentation. All nursing and other professional programs that are associated with the project and conferring degrees must be accredited for the purpose of nursing and professional education. Applicants must submit documentation providing proof of accreditation (e.g., an accreditation letter from the accrediting agency or a copy of the certificate of accreditation) with the HRSA grant application**.**

The following process must be followed for new nursing programs associated with the proposed project that are just beginning the accreditation process and wish to establish eligibility. The applicant must contact a national nursing accrediting or state approval body recognized by the Secretary of the Department of Education before requesting a reasonable assurance letter from the U.S. Department of Education. The nursing program will need to request the recognized accrediting agency to prepare its letter describing the new program's progression toward accreditation by answering the six questions enumerated below:

1) Is this program actively pursuing accreditation with the agency?
2) What is the date of the program's pending application for accreditation and the date or approximate date when the agency's decision-making body is likely to decide whether to grant or deny accreditation for this program?
3) Does the agency accredit any other nursing education programs at this institution and, if so, are those programs in good standing with your agency?
4) Currently, what stages of the accreditation process has this program completed, and what stages remain to be completed? Please summarize the kinds of materials already submitted in support of the program's application and reviewed by your agency, as well as any on-site visits that have occurred.
5) Based on your records, what will be the start date or approximate start date of the program's academic year that immediately follows the expected graduation date for the students comprising the program's first entering class?
6) Based on your agency's review of each program to date, do you have any reason to believe that the program will be unable to demonstrate compliance with your standards and requirements and gain accreditation by the beginning of the academic year following the normal graduation date of students of the first entering class in such a program? If so, why?

In addition, the letter from the recognized accrediting agency should state that the new educational program is an accrediting activity that falls within the scope of the Secretary's recognition and that the program will meet the accreditation/approval standards prior to the beginning of the academic year following the normal graduation date of students of the first entering class in such program. The applicant will submit, not less than 30 days prior to the HRSA application due date, its request for a letter of assurance along with the accrediting agency letter and any supporting documentation regarding the accreditation or approval of the nursing program to the Accreditation Division staff at aslrecordsmanager@ed.gov.

Or by regular mail to:

Accreditation Division
U.S. Department of Education
1990 K Street, NW, Room 7126
Washington, DC 20006-8509
(HRSA LETTERS)

- If you need additional information regarding the submission, you should contact Cathy Sheffield by telephone at (202) 219-7011; fax: (202) 219:7005; or email at Cathy.Sheffield@ed.gov.
- The program will also submit its contact name(s), address(es), phone number(s), email addresses, and the name of the HRSA Program with all correspondence sent to the Department of Education.
- The Accreditation Division will acknowledge receipt of the application by notifying the program by email. If the application is not received timely, the

acknowledgement letter will notify the program that the Accreditation Division will not process the request.

- The Department of Education will process the applicant's request for a letter of reasonable assurance documenting the Secretary's determination that the program will meet the appropriate accreditation standards prior to the beginning of the academic year following the normal graduation date of students of the first entering class in such program. The applicant must include this letter from the Department of Education with the HRSA program application *(Attachment 1)*.

Attachment 2: Staffing Plan and Position Descriptions for Key Personnel. Keep each position description to one page in length as much as is possible. Attach position descriptions of project participants that include the role, responsibilities, and qualifications of proposed project staff.

Attachment 3: Letters of Support. Include only letters of support from key interprofessional leaders which specifically indicate a commitment to the proposed project. Support may include services, supplemental financing, staff, dedicated space, equipment, etc. Letters of support must be dated. Merge all letters of support documents into a single document and include a table of content cover page specific to this attachment. The table of content page will not be counted in the page limit.

Attachment 4: Letters of Agreement/Commitment and/or Description(s) of Proposed/Existing Contracts (project specific). Each application must include letters of commitment from the respective leadership of the institution(s) that is supportive of the IPCP and that commit additional resources as necessary to ensure that the IPCP models will have the maximum chance of success. Documents that confirm actual or pending contractual agreements should clearly describe the roles of the subcontractors and any deliverables. Include only letters of agreement/commitment which specifically indicate a commitment to the project/program. Letters of agreement/commitment must be dated. Merge all letters of agreement into a single document and include a table of content cover page specific to this attachment. The table of content page will not be counted in the page limit.

Attachment 5: Organizational and IPCP Charts. Attach a one-page figure that depicts the organizational structure for the entity that is responsible for the management of the cooperative agreement. Also include an organizational chart of the structure and composition of the IPCP team.

Attachment 6: Biographical Sketches of Consultants
Include biographical sketches of consultants performing key roles in the project.

Attachment 7: Institutional Diversity Statement
Describe the institution's approach to increasing the number of diverse health professionals through an established strategic plan, policies, and program initiatives. For health professions schools and/or programs describe performance in recruiting and graduating students from underrepresented minority groups and/or students from educationally and economically disadvantaged backgrounds. Describe future plans to recruit, retain, and graduate students

from underrepresented minority groups and students from educationally and economically disadvantaged backgrounds.

Attachment 8: Maintenance of Effort Documentation
Applicants must complete and submit the following information with their application:

NON-FEDERAL EXPENDITURES

Non-Federal Expenditures	Non-Federal Expenditures
FY 2011 (Actual)	**FY 2012 (Estimated)**
Actual FY 2011 non-federal funds including in-kind, expended for activities proposed in this application. If proposed activities are not currently funded by the institution, enter $0. Amount: $_____	Estimated FY 2012 non-federal funds, including in-kind, designated for activities proposed in this application Amount: $ _____

Attachment 9-15: (Optional): Additional Project Information

3. Submission Dates and Times

Application Due Date

The due date for applications under this funding opportunity announcement is **May 29, 2012 at 8:00 P.M. ET.** Applications completed online are considered formally submitted when the application has been successfully transmitted electronically by your organization's **Authorized Organization Representative (AOR)** through Grants.gov and has been validated by Grants.gov on or before the deadline date and time.

Receipt acknowledgement: Upon receipt of an application, Grants.gov will send a series of email messages advising you of the progress of your application through the system. The first will confirm receipt in the system; the second will indicate whether the application has been successfully validated or has been rejected due to errors; the third will be sent when the application has been successfully downloaded at HRSA; and the fourth will notify the applicant of the Agency Tracking Number assigned to the application.

The Chief Grants Management Officer (CGMO) or designee may authorize an extension of published deadlines when justified by circumstances such as natural disasters (e.g., floods or hurricanes) or other disruptions of services, such as a prolonged blackout. The CGMO or designee will determine the affected geographical area(s).

Late applications
Applications which do not meet the criteria above are considered late applications and will not be considered in the current competition.

4. Intergovernmental Review

The NEPQR program is not subject to the provisions of Executive Order 12372, as implemented by 45 CFR 100.

5. Funding Restrictions

Applicants responding to this announcement may request funding for a project period of up to 3 years at no more than $500,000 per year. Awards to support projects beyond the first budget year will be contingent upon Congressional appropriation, satisfactory progress in meeting the project's objectives, and a determination that continued funding would be in the best interest of the Federal Government.

Funds under this announcement may **not** be used for the following purposes:

- Student support including tuition, stipends, scholarships, bonuses, student salaries and travel;
- Subsidies or paid release time for project trainees/participants;
- Payment of temporary personnel replacement costs for the time trainees/participants are away from usual worksite during involvement in project activities; and
- Accreditation, credentialing, licensing, continuing education, and franchise fees and expenses; preadmission costs, student books and fees; promotional items and memorabilia; food and drinks; and animals laboratories.

Salary Limitation: The Consolidated Appropriations Act, 2012 (P.L. 112-74) enacted December 23, 2011, limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements. Award funds may not be used to pay the salary of an individual at a rate in excess of Executive Level II. The Executive Level II salary of the Federal Executive Pay scale is $179,700. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to subawards/subcontracts under a HRSA grant or cooperative agreement.

Per Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (P.L. 112-74) enacted December 23, 2011 (a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself. (b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any

activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government. (c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

Per Division F, Title V, Section 523 of the Consolidated Appropriations Act, 2012 (P.L. 112-74) enacted December 23, 2011, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

Per Division F, Title V, Section 508 (a) None of the funds made available in this Act may be used for (1) the creation of a human embryo or embryos for research purposes; or (2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). The term ‘‘human embryo or embryos’’ includes any organism, not protected as a human subject under 45 CFR 46 as of the date of the enactment of this Act (December 23, 2011), that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

6. Other Submission Requirements

As stated in Section IV.1, except in rare cases HRSA will no longer accept applications in paper form. Applicants submitting for this funding opportunity are ***required*** to submit ***electronically*** through Grants.gov. To submit an application electronically, please use the APPLY FOR GRANTS section at http://www.Grants.gov. When using Grants.gov you will be able to download a copy of the application package, complete it off-line, and then upload and submit the application via the Grants.gov site.

It is essential that your organization ***immediately registers*** in Grants.gov and becomes familiar with the Grants.gov site application process. If you do not complete the registration process, you will be unable to submit an application. The registration process can take up to one month.

To be able to register successfully in Grants.gov, it is necessary that you complete all of the following required actions:

- Obtain an organizational Data Universal Numbering System (DUNS) number
- Register the organization with Central Contractor Registration (CCR)
- Identify the organization’s E-Business POC (Point of Contact)
- Confirm the organization’s CCR “Marketing Partner ID Number (M-PIN)” password

- Register an Authorized Organization Representative (AOR)
- Obtain a username and password from the Grants.gov Credential Provider

Instructions on how to register, tutorials and FAQs are available on the Grants.gov web site at http://www.grants.gov. Assistance is also available 24 hours a day, 7 days a week (excluding federal holidays) from the Grants.gov help desk at support@grants.gov or by phone at 1-800-518-4726. Applicants should ensure that all passwords and registration are current well in advance of the deadline.

It is incumbent on applicants to ensure that the AOR is available to submit the application to HRSA by the published due date. HRSA will not accept submission or re-submission of incomplete, rejected, or otherwise delayed applications after the deadline. Therefore, you are urged to submit your application in advance of the deadline. If your application is rejected by Grants.gov due to errors, you must correct the application and resubmit it to Grants.gov before the deadline date and time. Deadline extensions will not be provided to applicants who do not correct errors and resubmit before the posted deadline.

If, for any reason, an application is submitted more than once prior to the application due date, HRSA will only accept the applicant's last validated electronic submission prior to the application due date as the final and only acceptable submission of any competing application submitted to Grants.gov.

Tracking your application: It is the applicant's responsibility to track their application using the Grants.gov tracking number (GRANTXXXXXXXX) provided in the confirmation email from Grants.gov. More information about tracking your application can be found at https://apply07.grants.gov/apply/checkApplStatus.faces. Be sure your application is validated by Grants.gov prior to the application deadline.

V. Application Review Information

1. Review Criteria

Procedures for assessing the technical merit of grant applications have been instituted to provide for an objective review of applications and to assist the applicant in understanding the standards against which each application will be judged. Critical indicators have been developed for each review criterion to assist the applicant in presenting pertinent information related to that criterion and to provide the reviewer with a standard for evaluation. Review criteria are outlined below with specific detail and scoring points.

Review Criteria are used to evaluate and rank applications. The IPCP program has six (6) Review Criteria. All applications will be evaluated based on the extent to which the applicant meets the review criteria listed below.

Criterion 1: Need (15 points)

- The extent to which the application identifies the need for the project and aligns the project's goals and objectives to the need.
- The extent to which the application demonstrates how the project will create or expand opportunities for nurses to practice in team-based, IPCP environments.
- The extent to which the applicant demonstrates that the project will substantially benefit rural populations, substantially benefit underserved populations, or help meet the public health nursing needs in state or local health departments and therefore qualifies for a statutory funding preference.

Criterion 2: Response (25 points)

- The extent to which the applicant creates IPCP projects that promote safe, efficient, effective, and equitable patient and/or community-centered outcomes.
- The extent to which the proposed project incorporates interprofessional education (IPE) competencies (i.e., values/ethics for IPE, roles and responsibilities, interprofessional communication, and teams and teamwork) as foundational for IPCP teams.
- The extent to which the project utilizes innovative strategies to develop or enhance collaborative team-based practice approaches. IPCP innovation includes:
    - How well the application challenges and seeks to shift current educational or clinical practice paradigms.
    - Inclusion of novel theoretical concepts, approaches or methodologies, instrumentation or intervention(s) to be developed or used, and any advantage over existing methodologies, instrumentation or intervention(s), and
    - Level of refinements, improvements, or new applications of theoretical concepts, approaches, methodologies, instrumentation or interventions.
- The extent to which inclusion and quality of collaborations and/or partnerships with relevant educational, community, health system, and health professions entities are utilized to advance the project objectives.
- The extent to which the applicant clearly describes how collaborative planning strategies and implementation are utilized to meet the project goals.
- The extent to which the applicant clearly describes how the competencies and scope of practice of individual disciplines and professions are utilized and maintained within the collaborative practice model.

Criterion 3: Evaluative Measures (20 points)

- The quality of the applicant organization's evaluation strategies to assess project objectives and the activities, to include a plan to track required process and outcome measures that will be reported annually.
- The quality of the applicant organization's process to validate data collection, expected results and challenges encountered.
- The quality of the applicant organization's description of quantitative and/or qualitative evaluation measures for each objective.

- The quality of the applicant organization's description of the effectiveness of the proposed evaluation plan to monitor and assess the project outcomes.
- How well the applicant organization's description of the proposed evaluation plan to collect, monitor and evaluate the project outcomes is supported by the applicant organization's infrastructure.
- How well the applicant organization's project's evaluation measures provide a clear indication of the effectiveness of the NEPQR program.

Criterion 4: Impact (15 points)

- The degree to which the proposed project will expand the number of nurses with skills and experiences to practice in IPCP team-based environments.
- The degree to which the project will increase opportunities for emergent nurse leaders to demonstrate leadership in interprofessional team-building, collaborative problem solving, and care- coordination.
- The degree to which the project will expand field placement and/or clinical practicum experience opportunities for students in IPCP settings.
- The degree to which the project, through its innovative design, could successfully shift current practice paradigms
- The extent to which the IPCP model can be replicated and disseminated in diverse populations and settings

Criterion 5: Resources/Capabilities (20 points)

- The quality of the applicant organization's documentation of established and/or planned partnerships involved in the proposed IPCP team-based project.
- The quality of the applicant organization description of its capability, commitment, and necessary resources to create effective IPCP teams with nursing and at least one additional discipline.
- The quality of the project personnel with regard to training and/or experience and ability to implement and conduct the IPCP team-based project.
- The degree to which the applicant organization describes the extent and means by which the organization plans to support the sustainability of the IPCP after the period of grant support. Sustainability plans should include:
    - Other sources of income; the nature of income; future funding initiatives and strategies, and a time table for becoming self-sufficient;
    - Plan to include integration of the innovation in other health care models; and
    - Plan to addresses challenges in achieving self-sufficiency

Criterion 6: Support Requested (5 points)

- The 3-year project period correlates with the stated goals and objectives of the IPCP.
- The proposed budget is reasonable according to the work to be accomplished, and links to the statement of activities, evaluation plan, and anticipated results.

- The degree to which the applicant provides a line item budget, a clear justification narrative for each line item, and outlines changes from one year to the next for each budget period.

2. Review and Selection Process

The Division of Independent Review is responsible for managing objective reviews within HRSA. Applications competing for federal funds receive an objective and independent review performed by a committee of experts qualified by training and experience in particular fields or disciplines related to the program being reviewed. In selecting review committee members, other factors in addition to training and experience may be considered to improve the balance of the committee, e.g., geographic distribution. Each reviewer is screened to avoid conflicts of interest and is responsible for providing an objective, unbiased evaluation based on the review criteria noted above. The committee provides expert advice on the merits of each application to program officials responsible for final selections for award.

Applications that pass the initial HRSA eligibility screening will be reviewed and rated by a panel based on the program elements and review criteria presented in Section V.1. Review Criteria of this funding opportunity announcement. The review criteria are designed to enable the review panel to assess the quality of a proposed project and determine the likelihood of its success. The criteria are closely related to each other and are considered as a whole in judging the overall quality of an application.

STATUTORY FUNDING PREFERENCE
The authorizing legislation provides a funding preference for some applicants. Applicants receiving the preference will be placed in a more competitive position among applications that can be funded. Applications that do not receive a funding preference will be given full and equitable consideration during the review process. As provided in section 805 of the Public Health Service Act, preference will be given to applicants with projects that will substantially benefit rural or underserved populations, or help meet public health nursing needs in State or local health departments. This preference will be applied to all applications that are rated favorably by HRSA's review panel(s), using the published review criteria. To meet this funding preference, the applicant must specifically request the preference and demonstrate how the project meets the preference qualifications.

3. Anticipated Announcement and Award Dates

It is anticipated that awards will be announced prior to the start date of September 1, 2012.

VI. Award Administration Information

1. Award Notices

Each applicant will receive written notification of the outcome of the objective review process, including a summary of the expert committee's assessment of the application's strengths and weaknesses, and whether the application was selected for funding. Applicants who are selected

for funding may be required to respond in a satisfactory manner to Conditions placed on their application before funding can proceed. Letters of notification do not provide authorization to begin performance.

The Notice of Award (NoA) sets forth the amount of funds granted, the terms and conditions of the award, the effective date of the award, the budget period for which initial support will be given, the non-federal share to be provided (if applicable), and the total project period for which support is contemplated. Signed by the Grants Management Officer, it is sent to the applicant agency's Authorized Organization Representative, and reflects the only authorizing document. It will be sent prior to the estimated start date of September 1, 2012.

2. Administrative and National Policy Requirements

Successful applicants must comply with the administrative requirements outlined in 45 CFR Part 74 Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations or 45 CFR Part 92 Uniform Administrative Requirements For Grants And Cooperative Agreements to State, Local, and Tribal Governments, as appropriate.

HRSA grant and cooperative agreement awards are subject to the requirements of the HHS Grants Policy Statement (HHS GPS) that are applicable based on recipient type and purpose of award. This includes, as applicable, any requirements in Parts I and II of the HHS GPS that apply to the award. The HHS GPS is available at http://www.hrsa.gov/grants/. The general terms and conditions in the HHS GPS will apply as indicated unless there are statutory, regulatory, or award-specific requirements to the contrary (as specified in the Notice of Award).

Trafficking in Persons
Awards issued under this funding opportunity announcement are subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to http://www.hrsa.gov/grants/trafficking.htm. If you are unable to access this link, please contact the Grants Management Specialist identified in this funding opportunity announcement to obtain a copy of the Term.

Smoke-Free Workplace
The Public Health Service strongly encourages all award recipients to provide a smoke-free workplace and to promote the non-use of all tobacco products. Further, Public Law 13-227, the Pro-Children Act of 1994, prohibits smoking in certain facilities (or in some cases, any portion of a facility) in which regular or routine education, library, day care, health care or early childhood development services are provided to children.

Human Subjects Protection
Federal regulations (45 CFR 46) require that applications and proposals involving human subjects must be evaluated with reference to the risks to the subjects, the adequacy of protection against these risks, the potential benefits of the research to the subjects and others, and the importance of the knowledge gained or to be gained. If research involving human

subjects is anticipated, you must meet the requirements of the DHHS regulations to protect human subjects from research risks as specified in the Code of Federal Regulations, Title 45 – Public Welfare, Part 46 – Protection of Human Subjects (45 CFR 46), available online at www.hhs.gov/ohrp/humansubjects/guidance/45cfr46.html.

Financial Conflict of Interest
HHS requires awardees and investigators to comply with the requirements of 42 CFR part 50, Subpart F, "Responsibility of Applicants for Promoting Objectivity in Research for which PHS Funding is Sought." A Final Rule amending this PHS regulation (and the companion regulation at 45 CFR part 94, "Responsible Prospective Contractors," imposing similar requirements for research contracts) was published on August 25, 2011 in the Federal Register (http://www.gpo.gov/fdsys/pkg/FR-2011-08-25/pdf/2011-21633.pdf). An Institution applying for or receiving PHS funding from a grant or cooperative agreement that is covered by the rule must be in full compliance with all of the revised regulatory requirements no later than August 24, 2012, and immediately upon making its institutional Financial Conflict of Interest (FCOI) policy publicly accessible as described in the regulation.

Cultural and Linguistic Competence
HRSA programs serve culturally and linguistically diverse communities and multiple cultures. Although race and ethnicity are often thought to be dominant elements of culture, HRSA funded programs embrace a broader definition to include language, gender, socio-economic status, sexual orientation and gender identity, physical and mental capacity, age, religion, housing status, and regional differences. Organizational behaviors, practices, attitudes, and policies across all HRSA-supported entities respect and respond to the cultural diversity of communities, clients and students served. HRSA is committed to ensuring access to quality health care for all. Quality care means access to services, information, materials delivered by competent providers in a manner that factors in the language needs, cultural richness, and diversity of populations served. Quality also means that, where appropriate, data collection instruments used should adhere to culturally competent and linguistically appropriate norms. For additional information and guidance, refer to the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS) published by HHS and available online at http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15. Additional cultural competency and health literacy tools, resources and definitions are available online at http://www.hrsa.gov/culturalcompetence and http://www.hrsa.gov/healthliteracy.

Diversity
The Health Resources and Services Administration (HRSA), Bureau of Health Professions (BHPr) is committed to increasing diversity in health professions programs and the health workforce across the Nation. This commitment extends to ensuring that the U.S. has the right clinicians, with the right skills, working where they are needed. In FY 2011, BHPr adopted Diversity Guiding Principles for all its workforce programs that focus on increasing the diversity of the health professions workforce.

All health professions programs should aspire to --

- recruit, train, and retain a workforce that is reflective of the diversity of the nation;

- address all levels of the health workforce from pre-professional to professional;
- recognize that learning is life-long and should be supported by a continuum of educational opportunities;
- help health care providers develop the competencies and skills needed for intercultural understanding, and expand cultural fluency especially in the areas of health literacy and linguistic competency; and
- recognize that bringing people of diverse backgrounds and experiences together facilitates innovative strategic practices that enhance the health of all people.

Healthy People 2020
Healthy People 2020 is a national initiative led by HHS that set priorities for all HRSA programs. four overarching goals: (1) attain high-quality, longer lives free of preventable disease, disability, injury, and premature death; (2) achieve health equity, eliminate disparities, and improve the health of all groups; (3) create social and physical environments that promote good health for all; and (4) promote quality of life, healthy development, and healthy behaviors across all life stages. The program consists of over 40 topic areas, containing measurable objectives. HRSA has actively participated in the work groups of all the topic areas and is committed to the achievement of the Healthy People 2020 goals. More information about Healthy People 2020 may be found online at http://www.healthypeople.gov/.

National HIV/AIDS Strategy (NHAS)
The National HIV/AIDS Strategy (NHAS) has three primary goals: 1) reducing the number of people who become infected with HIV, 2) increasing access to care and optimizing health outcomes for people living with HIV, and 3) reducing HIV-related health disparities. The NHAS states that more must be done to ensure that new prevention methods are identified and that prevention resources are more strategically deployed. Further, the NHAS recognizes the importance of early entrance into care for people living with HIV to protect their health and reduce their potential of transmitting the virus to others. HIV disproportionately affects people who have less access to prevention, care and treatment services and, as a result, often have poorer health outcomes. Therefore, the NHAS advocates adopting community-level approaches to identify people who are HIV-positive but do not know their serostatus and reduce stigma and discrimination against people living with HIV.

To the extent possible, program activities should strive to support the three primary goals of the NHAS. As encouraged by the NHAS, programs should seek opportunities to increase collaboration, efficiency, and innovation in the development of program activities to ensure success of the NHAS. Programs providing direct services should comply with federally-approved guidelines for HIV Prevention and Treatment (see http://www.aidsinfo.nih.gov/Guidelines/Default.aspx as a reliable source for current guidelines). More information can also be found at http://www.whitehouse.gov/administration/eop/onap/nhas.

Health IT
Health information technology (Health IT) provides the basis for improving the overall quality, safety and efficiency of the health delivery system. HRSA endorses the widespread

and consistent use of health IT, which is the most promising tool for making health care services more accessible, efficient and cost effective for all Americans.

Related Health IT Resources:

- Health Information Technology (HHS)
- What is Health Care Quality and Who Decides? (AHRQ)

3. Reporting

The successful applicant under this funding opportunity announcement must comply with the following reporting and review activities:

a. Audit Requirements
Comply with audit requirements of Office of Management and Budget (OMB) Circular A-133. Information on the scope, frequency, and other aspects of the audits can be found on the Internet at http://www.whitehouse.gov/omb/circulars_default;

b. **Payment Management Requirements**
Submit a quarterly electronic Federal Financial Report (FFR) Cash Transaction Report via the Payment Management System. The report identifies cash expenditures against the authorized funds for the grant or cooperative agreement. The FFR Cash Transaction Reports must be filed within 30 days of the end of each calendar quarter. Failure to submit the report may result in the inability to access award funds. Go to www.dpm.psc.gov for additional information.

c. **Status Report**

1) **Federal Financial Report**. The Federal Financial Report (SF-425) is required within 90 days of the end of each budget period. The report is an accounting of expenditures under the project that year. Financial reports must be submitted electronically through EHB. More specific information will be included in the Notice of Award.

2) **Progress Report**(s).
The awardee must submit a progress report to HRSA on an annual basis. For multi-year awards: *Submission and HRSA approval of your Progress Report(s) triggers the budget period renewal and release of subsequent year funds.* The **BHPr Progress Report has two parts.** The first part demonstrates awardee progress on program-specific goals. The second part collects core performance measurement data including performance measurement data to measure the progress and impact of the project. Further information will be provided in the award notice.

3) **Final Report**
All BHPr awardees are required to submit a final report **within 90 days after the project period ends**. The Final Report must be submitted on-line by awardees in the Electronic Handbooks system at https://grants.hrsa.gov/webexternal/home.asp.

The Final Report is designed to provide the Bureau of Health Professions (BHPr) with information required to close out a grant after completion of project activities. As such, every awardee is required to submit a final report at the end of their project. The Final Report includes the following sections:

- Project Objectives and Accomplishments - Description of major accomplishments on project objectives.
- Project Barriers and Resolutions - Description of barriers/problems that impeded project's ability to implement the approved plan.
- Summary Information
  - Project overview.
  - Project impact.
  - Prospects for continuing the project and/or replicating this project elsewhere.
  - Publications produced through this grant activity.
  - Changes to the objectives from the initially approved grant.

Awardees are also required to submit to BHPr a copy of their final evaluation report.

d. Transparency Act Reporting Requirements

New awards ("Type 1") issued under this funding opportunity announcement are subject to the reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252, and implemented by 2 CFR Part 170. Grant and cooperative agreement recipients must report information for each first-tier subaward of $25,000 or more in federal funds and executive total compensation for the recipient's and subrecipient's five most highly compensated executives as outlined in Appendix A to 2 CFR Part 170 (FFATA details are available online at http://www.hrsa.gov/grants/ffata.html). Competing continuation awardees, etc. may be subject to this requirement and will be so notified in the Notice of Award.

VII. Agency Contacts

Applicants may obtain additional information regarding business, administrative, or fiscal issues related to this funding opportunity announcement by contacting the following Grants Management Staff:

Pam Bell
Grants Management Specialist
DHHS/HRSA/OFAM/DGMO
5600 Fishers Lane Room 11A-02
Rockville, MD 20857
Phone: 301-443-3504
Fax: 301-443-6343
Email: pbell@hrsa.gov

Bruce Holmes
Grants Management Specialist
DHHS/HRSA/OFAM/DGMO
5600 Fishers Lane Room 11A-02
Rockville, MD 20857
Phone: 301-443-0752
Fax: 301-443-6343
Email: bholmes@hrsa.gov

Program Technical assistance regarding this funding announcement may be obtained by contacting the following Division of Nursing Staff at 301-443-5688. Address, E-mail addresses and fax number are listed below:

Kirk Koyama
Nurse Consultant
Nursing Diversity and Development Branch
Attn.: NEPQR Program
DN, BHPr, HRSA, DHHS
5600 Fishers Lane, Room 9-61, Rockville, MD 20857
Phone: 301-443-4926
Fax: 301-443-0791
Email: kkoyama@hrsa.gov

Janice B Young, PhD, MPH, RN
Nurse Consultant,
HRSA/BHPR/DN
5600 Fishers Lane, Suite 9-61, Rockville, MD 20857-0001
Phone: 301-443-5688
Fax: 301-443-0791
Email: jyoung2@hrsa.gov

Applicants may need assistance when working online to submit their application forms electronically. Applicants should always obtain a case number when calling for support. For assistance with submitting the application in Grants.gov, contact the Grants.gov, 24 hours a day, 7 days a week, excluding federal holidays:

Grants.gov Contact Center
Phone: 1-800-518-4726
E-mail: support@grants.gov
iPortal: http://grants.gov/iportal

A technical assistance call has been scheduled to help applicants understand, prepare and submit a grant application. The conference call is scheduled for April, 18, 2012 from 1:30 PM until 3:00 PM ET. Call-in information will be posted on the HRSA Division of Nursing website.

VIII. Other Information

PROGRAM DEFINITIONS

The following definitions apply to the Nurse Education, Practice, Quality and Retention Program for Fiscal Year 2012.

"Academic Health Center" refers to an institution that includes a school of medicine, a teaching hospital, and at least one additional health education school (e.g., nursing) and which is owned and/or affiliated with clinical agencies providing for the delivery of patient services. Each entity generally maintains a separate identity and autonomy.

"Access" means to assure health care services to all by improved health professions distribution.

"Accredited" means a program accredited by a nationally recognized body or bodies, or by a State agency, approved for such purpose by the Secretary of Education and when applied to a hospital, school, college, or university (or a unit thereof) means a hospital, school, college, or university (or a unit thereof) which is accredited by a recognized body or bodies, or by a State agency approved for such purpose by the Secretary of Education.

"Acute Care Nurse Practitioner (ACNP)" provides advanced nursing care across the continuum of health care services to meet the specialized physiologic and psychologic needs of patients with complex acute, critical, and chronic health conditions. This care is continuous and comprehensive. The population in acute care practice includes acutely and critically ill patients experiencing episodic illness, exacerbation of chronic illness**,** or terminal illness. Based on educational preparation, ACNPs practice with a focus on a variety of specialty based populations including neonatal, pediatric, and adult. The ACNP practices in any setting in which patient care requirements include complex monitoring and therapies, high-intensity nursing intervention, or continuous nursing vigilance within the range of high-acuity care. While most ACNPs practice in acute care and hospital based settings including sub-acute care, emergency care, and intensive care settings, the continuum of acute care services spans the geographic settings of home, ambulatory care, urgent care, and rehabilitative care.

"Approval" means that a specific body, committee, Board, or Commission at the Faculty, Department, School, University, or State levels has formally voted in agreement for the initiation of or a substantive change in the program. This must be documented by evidence such as copies of meeting minutes, letter from the Faculty Senate, letter from the Board of Regents, letter from the State Finance Board, and/or letter from the State Board of Nursing. Each University/College has a unique process for gaining approval to start new programs, especially new masters and doctoral programs. Examples of steps in the approval process are the following: nursing faculty curriculum committee, Faculty Senate, Board of Regents of the University, State Finance Board for Higher Education, State Board of Nursing. Applicants must list the entities whose agreement is necessary to initiate the program and enroll students in the program of study.

"Associate Degree School of Nursing" means a department, division, or other administrative unit in a junior college, community college, college, or university which provides primarily or

exclusively a two-year program of education in professional nursing and allied subjects leading to an associate degree in nursing or to an equivalent degree, but only if such program, unit, college or university is accredited, as defined in section 801(6) of the (PHS) Act.

"Certification" means a process by which an agency or organization validates, based upon predetermined standards, an individual nurse's qualifications and knowledge for practice in a defined clinical area of nursing.

"Collegiate School of Nursing" means a department, division, or other administrative unit in a college or university which provides primarily or exclusively a program of education in professional nursing and related subjects leading to the degree of bachelor of arts, bachelor of science, bachelor of nursing, or to an equivalent degree, or to a graduate degree in nursing, or to an equivalent degree, and including advanced training related to such program of education provided by such school, but only if such program, or such unit, college or university is accredited, as defined in section 801(3) of the PHS Act.

"Continuing Education Program" means a formal, post-licensure education program designed to increase knowledge and/or skills of nurses. Continuing education programs may include: workshops, institutes, clinical conferences, staff development courses and individual studies. It does not include study for an academic degree, post-master's certificate or other evidence of completing such a program.

"**Culturally and Linguistically Appropriate Services"** means health care services that are respectful of and responsive to cultural and linguistic needs.

"Cultural Competence" means a set of academic and interpersonal skills that allow an individual to increase their understanding and appreciation of cultural differences and similarities within, among and between groups. This requires a willingness and ability to draw on community-based values, traditions, and customs and to work with knowledgeable persons of and from the community in developing targeted interventions, communications, and other supports.

"Culturally Competent Program" means a program that demonstrates sensitivity to and an understanding of cultural differences in program design, implementation and evaluation.

"Cultural Diversity" means differences in race, ethnicity, language, nationality, or religion among various groups within a community, an organization, or a nation.

"Economically Disadvantaged" means an individual who comes from a family with an annual income below a level based on low-income thresholds according to family size published by the U.S. Bureau of Census, adjusted annually for changes in the Consumer Price Index, and adjusted by the Secretary for use in all health professions programs. The Secretary will annually publish these income levels in the Federal Register. The table below provides a breakdown of family income levels used to determine economic disadvantaged status. Family income is defined as the income of the family of the individual participant or of the family of the parents of the individual participant.

Low Income Levels:
The Secretary defines a "low-income family" for programs included in Titles III, VII and VIII of the Public Health Service Act as having an annual income that does not exceed 200 percent of the Department's poverty guidelines. A family is a group of two or more individuals related by birth, marriage, or adoption who live together or an individual who is not living with any relatives. Most HRSA programs use the income of the student's parents to compute low income status, while a few program, depending upon the legislative intent of the program, programmatic purpose of the low income level, as well as the age and circumstances of the average participant, will use the student's family as long as he or she is not listed as a dependent upon the parents' tax form. Each program will announce the rationale and choice of methodology for determining low income levels in their program guidance. The Department's poverty guidelines are based on poverty thresholds published by the U.S. Bureau of the Census, adjusted annually for changes in the Consumer price Index.

The Secretary annually adjusts the low-income levels based on the Department's poverty guidelines and makes them available to persons responsible for administering the applicable programs. The 2012 Poverty Guidelines to determine Disadvantaged status can be located at the following website: http://www.gpo.gov/fdsys/pkg/FR-2012-01-26/pdf/2012-1603.pdf

The income figures below have been updated to reflect increases in the Consumer Price Index through December 31, 2010.

2011 POVERTY GUIDELINES FOR THE 48 CONTIGUOUS STATES AND THE DISTRICT OF COLUMBIA

Size of parents' family *	Income level **
1	$21,780
2	29,420
3	37,060
4	44,700
5	52,340
6	59,980
7	67,620
8	75,260

For families with more than 8 persons, add $3,820 for each additional person.

2011 POVERTY GUIDELINES FOR ALASKA

Size of parents' family *	Income level **
1	$27,200

2 36,760
3 46,320
4 55,880
5 65,440
6 75,000
7 84,560
8 94,120

For families with more than 8 persons, add $4,780 for each additional person.

2011 POVERTY GUIDELINES FOR HAWAII

Size of parents' family *	Income Level **
1	$25,080
2	33,860
3	42,640
4	51,420
5	60,200
6	68,980
7	77,760
8	86,540

For families with more than 8 persons, add $4,390 for each additional person.

"Educationally Disadvantaged" means an individual who comes from an environment that has hindered the individual in obtaining the knowledge, skills and abilities required to enroll in and graduate from a health professions school. The following are provided as examples of "Educationally Disadvantaged" for guidance only and are not intended to be all-inclusive. Applicants should seek guidance from their educational institution as to how "Educationally Disadvantaged" is defined by their institution.

Examples:

1) Person from high school with low average SAT scores or below the average. State test results.
2) Person from a school district where 50% or less of graduates go to college.
3) Person who has a diagnosed physical or mental impairment that substantially limits participation in educational experiences.
4) Person for who English is not their primary language and for whom language is still a barrier to their academic performance.
5) Person who is first generation to attend college and who is from rural or urban area or receiving public assistance.
6) Person from a high school where at least 30% of enrolled students are eligible for free or reduced price lunches.

"Electronic Distance Learning Methodologies" means electronic media are used to deliver education content when the learner and teacher are separated by distance. An electronic medium may be a computer, World Wide Web technologies, teleconferencing, television, or CD ROM/DVD.

"Graduate Education Program or Training" means a program administered by an institution of higher learning, leading to a master's or higher degree.

"Healthy Literacy" means the degree to which individuals have the capacity to obtain, process, and understand basic health information and services needed to make appropriate health decisions.

"Home Health Agency" as defined by the Social Security Act, section 1861(o), means a public agency or private organization, or a subdivision of such an agency or organization, which:

(1) Is primarily engaged in providing skilled nursing services and other therapeutic services;
(2) Has policies, established by a group of professional personnel (associated with the agency or organization), including one or more physicians and one or more registered professional nurses, to govern the services by a physician or by a registered professional nurse;
(3) Maintains clinical records on all patients;
(4) In the case of an agency or organization in any State in which State or applicable local law provides for the licensing of agencies or organizations of this nature, (a) is licensed pursuant to State law or (b) is approved by the agency of such State or locality responsible for licensing agencies or organizations of this nature as meeting the standards established for such licensing;
(5) Has in effect an overall plan and budget that meets the requirements of subsection (z) of this section;
(6) Meets the conditions of participation specified in section 1819(a) of the Social Security Act and such other conditions of participation as the Secretary may find necessary in the interest of the health and safety of individuals who are furnished services by such agency or organization;
(7) Provides the Secretary on a continuing basis with a surety bond in a form specified by the Secretary and in an amount that is not less than $50,000 (more specifics about the duration and nature of the surety bond can be found in Sec. 1861 (c)(7)(A) of the SSA and Sec. 1861 (7)(C));
(8) Meets such additional requirements (including conditions relating to bonding or establishing of escrow accounts as the Secretary finds necessary to the financial security of the program) as the Secretary finds necessary for the effective and efficient operation of the program; and
(9) Except that for purposes of Part A of this sub-chapter such term shall not include any agency or organization which is primarily for the care and treatment of mental diseases.

The Secretary may waive the requirement of a surety bond under paragraph (7) in the case of an agency or organization that provides a comparable surety bond under State law.

"Informatics" means "a disciple concerned with the study of information and the manipulation of information via computer tools" (HIMSS, 2006, p. 44; McGongile & Mastrian, 2012).

"Inservice Education" means learning experiences provided in the work setting for the purpose of assisting staff in performing their assigned functions in that particular agency.

"Interdisciplinary" means, two or more persons from the same profession but different specialties (e.g.: Medical / Surgical Nurse and Labor and Delivery Nurse).

"**Interprofessional Education**" means, students from two or more health care professions learning with, from and about each other to enhance collaboration in a shared learning environment (WHO, 2010). (e.g.: Registered Nurse and Certified Licensed Social Worker)

"Interprofessional Collaborative Practice" (IPCP) in health-care occurs when multiple health workers from different professional backgrounds provide comprehensive services by working with patients, their families, caregivers and communities to deliver the highest quality of care across settings. IPCP includes both clinical and non-clinical health-related work, such as diagnosis, treatment, surveillance, health communications, and disease management (WHO, 2010).

"Local Government" means a local unit of government, including specifically a county, municipality, city, town, township, local public authority, school district, special district, intra-State district, council of governments (whether or not incorporated as a nonprofit corporation under State law), any other regional or interstate entity, or any agency or instrumentality of local government.

"Medically Underserved Community" as defined in section 799B (6) of the PHS Act, means an urban or rural area or population that:

(1) is eligible for designations under section 332 of the PHS Act as a health professional shortage area;
(2) is eligible to be served by a migrant health center (MHC), under section 329 [now 330(g)] of the PHS Act, a community health center (CHC) under section 330 of the PHS Act, a grantee under section 330(h) of the PHS Act (relating to homeless individuals), or a grantee under section 340A [now 330(i)] of the PHS Act (relating to residents of public housing);
(3) has a shortage of personal health services, as determined under criteria issued by the Secretary under section 1861(aa) (2) of the Social Security Act (relating to rural health clinics); or
(4) is designated by a State governor (in consultation with the medical community) as a shortage area or medically underserved community.

In keeping with the Congressional intent that eligible entities should not be limited to formally designated Health Professional Shortage Areas (HPSAs) and populations served by CHCs, MHCs, or homeless health centers, the list of types of practice sites that can be claimed under this provision has been expanded to include, but is not limited to the following:

Community Health Centers (CHC)
Migrant Health Centers (MHC)
Health Care for the Homeless Grantees
Public Housing Primary Care Grantees
Rural Health Clinics, Federally designated
National Health Service Corps (NHSC) Sites
Indian Health Services (IHS) Sites
Federally Qualified Health Centers

Primary Medical Care Health Professional Shortage Areas (HPSAs)
State or local Health Departments (regardless of sponsor - for example, local Health Departments that are funded by the State would qualify)
Ambulatory practice sites designated by State Governors as serving medically underserved communities

"National of the United States" means an individual who owes his sole allegiance to the United States, including all U.S. citizens, and including some individuals who are not U.S. citizens. These individuals would include citizens of certain U.S. possessions such as the Commonwealth of Puerto Rico, District of Columbia, Commonwealth of the Northern Marian Islands, Guam, American Samoa, the Virgin Islands, Republic of the Marshall Islands, Federated States of Micronesia, or Republic of Palau.

"Nonprofit" means any school, agency, organization or institution which is a corporation or association, or is owned and operated by one or more corporations or associations, no part of the net earnings of which inures, or may lawfully inure to the benefit of any private shareholder or individual, as defined in Section 801(7) of the PHS Act.

"Nursing Center" means an organization in which the client has direct access to professional nursing service. Nurses in these centers are responsible and accountable for diagnosing, treating, and promoting health and optimal functioning of the client. Overall center accountability remains with the nurse executive. Nursing centers are commonly referred to as nurse-managed clinics, community nursing centers, nursing clinics, or nursing practice arrangements.

"Nursing Informatics" "means a specialty that integrates nursing science, computer science, and information science to manage and communicate data, information, knowledge, and wisdom in nursing practice" (McGongile & Mastrian, 2012, p.579).

"Nursing Practice Arrangement" means a delivery system managed by a school of nursing and operated by faculty, students, and staff to increase access to primary health care for medically underserved communities and populations and to provide clinical practice sites for faculty and students.

"Primary Care" means the provision of integrated, accessible health care services by clinicians, including nurse practitioners and nurse-midwives, who are accountable for addressing a large majority of personal health care needs within their scopes of practice, developing a sustained partnership with clients, and practicing in the context of family and communities. Critical elements also include accountability of clinicians and systems for quality of care, consumer satisfaction, efficient use of resources, and ethical behavior. Clients have direct access to an appropriate source of care, which continues over time for a variety of problems and includes needs for preventive services. The Guidelines use ``Primary Care" and ``Primary Health Care" interchangeably. (Definition adapted from Barbara Starfield, Primary Care Concept, Evaluation, and Policy, Oxford University Press, New York, 1992 p. 4 and Institute of Medicine: Moila S. Donaldson, Karl D. Yordy, Kathleen N., and Neal A. Vanselow, Editors, Committee on the Future of Primary Care, Division of Health Care Services, Primary Care: America's Health in a New Era, Summary, National Academy Press, Washington, DC, 1996, p. 23.)

"Primary Health Care" means care which may be initiated by the client or provider in a variety of settings and which consists of a broad range of personal health care services including:

(1) Promotion and maintenance of health;
(2) Prevention of illness and disability;
(3) Basic care during acute and chronic phases of illness;
(4) Guidance and counseling of individuals and families;
(5) Referral to other health care providers and community resources when appropriate; and,
(6) Nurse-midwifery services when appropriate.

In providing such services:

(1) Physical, emotional, social, and economic status, as well as the cultural and environmental backgrounds of individuals, families and communities (where applicable) are considered;
(2) The client is provided access to the health care system; and
(3) A single provider or team of providers, along with the client, is responsible for the continuing coordination and management of all aspects of basic health services needed for individual and family care.

"Professional Nurse" means a registered nurse who has received initial nursing preparation from a diploma, associate degree, or collegiate school of nursing and who is currently licensed in a State to practice nursing.

"Program" means a combination of identified courses and other educational or training experiences at a specified academic level, the sum of which provides the required competencies to practice.

"Program for the Education of Nurse Practitioners or Nurse-Midwives" means a full-time educational program for registered nurses (irrespective of the type of school of nursing in which the nurses received their training) which meets the regulations and guidelines prescribed by the Secretary and which has as its objective the education of nurses who will, upon completion of their studies in such program, be qualified to effectively provide primary health care, including primary health care in homes and in ambulatory care facilities, long-term care facilities, where appropriate, and other health care institutions. Or if a generic or entry-level master's program, the individual must be eligible for licensure as a registered nurse prior to or upon graduation.

"Project" means all proposed activities, including educational programs, specified or described in a grant application as approved for funding.

"Public Health Nurse" in the advanced education nursing program means a registered nurse who has successfully completed a master's and/or doctoral degree program of study designed to prepare nurses for the practice of promoting and protecting the health of populations using knowledge from nursing, social, and public health sciences.

"Public Health Nursing Practice" means the systematic process by which:

(1) The health and health care needs of a population are assessed in order to identify sub-populations, families, and individuals who would benefit from health promotion or who are at risk of illness, injury, disability, or premature death;
(2) A plan for intervention is developed with the community to meet identified needs that takes into account available resources, the range of activities that contribute to health and the prevention of illness, injury, disability, and premature death;
(3) The plan is implemented effectively, efficiently, and equitably;
(4) Evaluations are conducted to determine the extent to which the interventions have an impact on the health status of individuals and the populations; and
(5) The results of the process are used to influence and direct the current delivery of care, deployment of health resources, and the development of local, regional, State and national health policy and research to promote health and prevent disease. (APHA Public Health Nursing Section, 1996).

"Quality Improvement" means an organizational philosophy that seeks to meet client needs and expectations with the minimum of effort or rework or waste, by using a structured process that selectively identifies and improves all aspects of care and service on an ongoing basis.

"Race" means according to standards for the classification of federal data on race and ethnicity from OMB, five minimum categories on race exist: American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Other Pacific Islander, and White.[i] The minimum categories for data on race and ethnicity for Federal statistics, program administrative reporting, and civil rights compliance reporting are defined as follows:

- American Indian or Alaska Native. A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- Asian. A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- Black or African-American. A person having origins in any of the Black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African-American."
- Native Hawaiian or Other Pacific Islander. A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- White. A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

Note: See "Ethnicity" for definitions of Hispanic or Latino ethnicity.

"Racial and Ethnic Minority Group" means American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics.

Minority/Minorities refer to individual(s) from a racial and ethnic minority group.

Underrepresented Minority/Minorities, with respect to a health profession, means racial and ethnic populations that are underrepresented in the health profession relative to the number of individuals who are members of the population involved. This includes Blacks or African-Americans, American Indians or Alaska Natives, Native Hawaiians or Other Pacific Islanders, Hispanics or Latinos, and certain Asian subpopulations (other than Chinese, Filipino, Japanese, Asian Indian, or Thai).

"Registered Nurse" means a person who has graduated from a school of nursing and is licensed to practice as a registered or professional nurse in a State.

"Rural Area" means an area other than a Metropolitan Statistical Area (MSA) as designated by the Office of Management and Budget (OMB) based on current census data. Census tracts in certain metropolitan areas may also be eligible if they are located at a significant distance from the major city in the Standard Metropolitan Area (SMA).

"Rural Clinical Experience" means a structured primary care clinical experience in any appropriate outpatient, home health, public health agency setting, nursing center or hospital located in a rural area.

"Rural Health Facility" means a hospital of less than 100 beds or other patient care facility located outside Office of Management and Budget (OMB) designated metropolitan areas. Census tracts in certain metropolitan areas may also be eligible if they are located at a significant distance from the major city in the Standard Metropolitan Area (SMA).

"School of Nursing" means a collegiate, associate degree, or diploma school of nursing, as defined in Section 801(2) of the PHS Act.

"School of Public Health" means a school which provides education leading to a graduate degree in public health and which is accredited by a recognized body or bodies approved for such purpose by the Secretary of Education.

"Simulated learning" includes the use of information and telecommunications technologies, including but not limited to mannequin-based and patient simulators, computer-based instructions, virtual simulation, interactive simulated case studies, advanced 3D graphics, e-Learning technology, informatics, telehealth, and other simulated or virtual methods to enhance nursing education and practice.

"State" means, for the purposes of Title VIII, the government of any of the several States of the United States, the Commonwealth of Puerto Rico, the District of Columbia, the Commonwealth of the Northern Mariana Islands, Guam, America Samoa, the Virgin Islands, the Republic of the Marshall Islands, the Federated States of Micronesia, the Republic of Palau or according to Sec. 801(8), including any territory or possession of the United States, or any agency or instrumentality of a State exclusive of local governments. For purposes of PHS grants, Federally recognized Indian Tribes are treated the same way as State. State institutions of higher education and State hospitals are considered non-governmental organizations for purposes of this program.

"Telehealth" means the use of electronic information and telecommunications technologies to support long-distance clinical health care, patient and professional health-related education, public health and health administration.

"Telehealth Nursing" means the use of telehealth/telemedicine technology to deliver nursing care and conduct nursing practice." Telenursing, telehealth nursing, nursing telepractice are interchangeable. Telehealth nursing is not a specialty area in nursing. (Definition from: http://www.americantelemed.org/files/public/MemberGroups/Nursing/Fact_Sheet_FINAL.pdf)

"Telemedicine" means the use of electronic communication and information technologies to provide or support clinical care at a distance. Included in this definition are patient counseling, case management, and supervision/preceptorship of rural medical residents and health professions students when such supervising/precepting involves direct patient care

"Underrepresented Minorities" means racial and ethnic populations that are underrepresented in the registered nurse population relative to the number of individuals who are members of the population involved. Underrepresented minorities include Black or African Americans, Hispainic or Latino, American Indian or Alaska Native, and any Asian or Pacific Islander group other than Chinese, Filipino, Japanese, Korean, Asian Indian or Thai.

IX. Tips for Writing a Strong Application

A concise resource offering tips for writing proposals for HHS grants and cooperative agreements can be accessed online at: http://www.hhs.gov/asrt/og/grantinformation/apptips.html.

AI-32428 **Health & Human Services Dept. 11. E.**

CC REGULAR

Meeting Date: 05/29/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting authorization to submit the renewal grant application for the Tuberculosis State FY 13 funding in the amount of $455,507.00.

2. Requesting authorization to submit the renewal grant application for the Tuberculosis Federal FY 13 funding in the amount of $433,127.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1293-441-00-340-008-3-xxx

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

BUDGETARY IMPACT:

No local matching funds required.

FISCAL YEAR: 2012 **ACCT. #:** 2-1293-441-00-340-011-3-xxx

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

BUDGETARY IMPACT:

No local matching funds required.

Attachments

TB state

TB Federal Notice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/17/2012 10:00 AM
Manuel Chapa	Manuel Chapa	05/18/2012 01:08 PM
Auditor's Office	Arcilia Duran	05/25/2012 01:44 PM
Purchasing Department	Marty Salazar	05/25/2012 01:46 PM

Form Started By: Mike Escaname Started On: 05/17/2012 08:52 AM

Final Approval Date: 05/25/2012

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

1100 W. 49th Street • Austin, Texas 78756
DAVID L. LAKEY, M.D. 1-888-963-7111 • http://www.dshs.state.tx.us
COMMISSIONER TDD: 512-458-7708

May 16, 2012

Hidalgo County
Attn: Mr. Olivarez
1304 South 25th Ave.
Edinburg, TX 78542

RE: Contract Inter-local Application Process for Fiscal Year 2013:

Dear Mr. Olivarez,

The Texas Department of State Health Services, Tuberculosis Services Branch is initiating the contract application process for fiscal year (FY) 2013. This letter is a reminder that the Tuberculosis Services Branch requires each TB Program to submit a description of your organization, resources and capacity; a work plan; and a detailed budget justification. This must be completed before any contract can be issued to your agency. This year's contract will contain twelve (12) performance measures that will be the same for all local health departments. Please review carefully the section of the application pertaining to performance measures.

The Inter-Local Application (ILA) is being distributed at this time, along with the FY2013 budget allocation of **$ 455,507.** The due date for the ILA and Budget are due back to me via email on **June 1, 2012.** The contract expenditures will be closely scrutinized and expenses not considered absolutely essential for delivery of direct client services may be eliminated or reduced.

In the event that the Texas Department of State Health Services (DSHS) is informed of state and/or federal increases or decreases to funding amounts, or other unforeseen internal budgetary shortfalls, DSHS may find it necessary to amend funding allocations to its contractors.

If you have any questions or need additional information, please contact Kathy Sharp, Contract Manager, Prevention and Preparedness, Contract Management Unit at (512) 776-2640 or by e-mail at kathy.sharp@dshs.state.tx.us

Sincerely,

Kathy Sharp, Contract Manager
Prevention and Preparedness
Contract Management Unit

Attachment

cc: Sandra A. Morris, M.P.H., Manager, Communicable Disease Control Group
Cynthia Lewis, Program Specialist, TB Services Branch
James K. Morgan, M.D., M.P.H., Regional Director, Health Service Region 7

Mike Escaname

From: Sharp,Kathy (DSHS) <Kathy.Sharp@dshs.state.tx.us>
Sent: Wednesday, May 16, 2012 6:32 PM
To: Eddie.Olivarez@hchd.org
Cc: Mike Escaname (miguel.escaname@hchd.org); Gloria Salinas (gloria.salinas@hchd.org); Morris,SandraA (DSHS); Lewis,Cynthia (DSHS); Fox,Pamela (DSHS); Sharp,Kathy (DSHS)
Subject: FY13 TB/FED ILA & Budget
Attachments: Budget Template.xls; FY2013 TB_FED Contract Letter (Hidalgo County).doc; FY13 TB_FED ILA 5_16_12.doc

Mr. Olivarez:

The Texas Department of State Health Services, Tuberculosis Services Branch is initiating the contract application process for fiscal year (FY) 2013.

The Inter-Local Application (ILA) is being distributed at this time, along with the FY2013 budget allocation of **$433,127**. The due date for the ILA and Budget are due back to me via email on **June 1, 2012.**

If you have any questions or need additional information, please contact Kathy Sharp, Contract Manager, Prevention and Preparedness, Contract Management Unit at (512) 776-2640 or by e-mail at kathy.sharp@dshs.state.tx.us

Thanks,
Kathy Sharp

AI-32371 **Health & Human Services Dept. 11. F.**

CC REGULAR

Meeting Date: 05/29/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to renew for a period of one year the Memorandum of Agreement between the Texas A & M University System Health Science Center and Hidalgo County for an On-Site Education Program.

BACKGROUND

Initial MOA was approved by Commissioner's Court on 05/17/11 through AI-26625.

Fiscal Impact

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

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

MOA

renewal

approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/15/2012 02:25 PM
Manuel Chapa	Manuel Chapa	05/16/2012 01:24 PM
Auditor's Office	Arcilia Duran	05/22/2012 10:03 AM
Purchasing Department	Marty Salazar	05/24/2012 12:23 PM

Form Started By: Mike Escaname Started On: 05/15/2012 01:57 PM

Final Approval Date: 05/24/2012

MEMORANDUM OF AGREEMENT
BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER
AND
HIDALGO COUNTY
FOR AN ON-SITE EDUCATION PROGRAM

THIS AGREEMENT ("Agreement") is entered into by and between The Texas A&M University System Health Science Center (TAMHSC), a member of The Texas A&M University System, an agency of the State of Texas, on behalf of the School of Rural Public Health (HSC-SRPH) and Hidalgo County, by and through its Health and Human Services Department ("Practicum Site").

WHEREAS, Practicum Site is willing to provide an on-site educational practicum experience program, i.e., practicum experience program supervision, for HSC-SRPH students;

NOW THEREFORE, the parties agree as follows:

1. CONTRACTING PARTIES

Performing Party:	The Texas A&M University System Health Science Center School of Rural Public Health
Address:	John B. Connally Building 301 Tarrow, 6th Floor College Station, TX 77840-7896
Phone Number:	(979) 845-2387
Receiving Party:	Hidalgo County
Address:	1304 South 25th Edinburg, TX 78539
Phone Number:	(956) 387-0018

2. RESPONSIBILITIES OF HSC-SRPH

a) Recommend for placement at the PRACTICUM SITE only those HSC-SRPH students who have earned a satisfactory record and have met the minimum requirements established by HSC-SRPH.

b) Extend to the authorized representative of the PRACTICUM SITE an open invitation to visit HSC-SRPH, consult with HSC-SPRH faculty and students, and receive information about the curriculum and faculty.

c) Appoint a representative of the HSC-SRPH to communicate with the PRACTICUM SITE supervisor and HSC-SRPH student(s) during the practicum experience program and to assist in the supervision and evaluation of the HSC-SRPH student's practicum program educational experience

d) HSC-SRPH will assume full responsibility for academic aspects of the practicum experience program, such as monitoring whether the HSC-SRPH student fulfills reporting requirements to HSC-SRPH. The on-site supervision of the HSC-SRPH student(s) will be left to the PRACTICUM SITE personnel, and if determined by both parties to be necessary and appropriate, HSC-SRPH staff will participate.

e) HSC-SRPH shall cause each HSC-SRPH student enrolled in the practicum experience program for on-site instruction to execute a Release in the form attached hereto as Exhibit "A" and made a part hereof for all purposes. PRACTICUM SITE must receive such executed Release prior to on-site instruction being scheduled.

f) HSC-SRPH shall require that, as a condition of participation in the on-site practicum experience program, all HSC-SRPH students adhere to the PRACTICUM SITE rules of professional conduct and its policies, procedures and standards relative to dress, safety and confidentiality.

3. THE PRACTICUM SITE AGREES TO:

a) Provide oversight of the practicum experience program by a staff member experienced in their field. The practicum experience program is to be described in a separate document attached hereto as Exhibit "B".

b) Upon mutual agreement between TAMHSC and the PRACTICUM SITE, accept the number of HSC-SRPH students that the PRACTICUM SITE staff, space, and practicum experience program may permit.

c) Review of the on-site practicum experience program education by HSC-SRPH; provided, however, PRACTICUM SITE shall be under no obligation to make any changes to its programs or procedures based upon such review.

d) Provide quality practicum experience program instruction, education and/or training to the HSC-SRPH students(s) at the PRACTICUM SITE.

e) Keep HSC-SRPH informed regarding the practicum program educational experience of each HSC-SRPH student, his/her level of performance, and to notify and consult with HSC-SRPH any time the HSC-SRPH student is not maintaining satisfactory progress.

4. HSC-SRPH AND THE PRACTICUM SITE JOINTLY AGREE:

a) In compliance with federal law, including the provisions of Title IX of the Education Amendments of 1972; Sections 503 and 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990, the parties hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service in its administration of its policies, programs, or activities; its admissions policies; other programs; or employment.

b) That the determination of the number of HSC-SRPH students to be assigned to the PRACTICUM SITE shall be a joint decision of the parties based on staff and space

available at the PRACTICUM SITE and eligible HSC-SRPH students who desire to engage in an educational practicum experience program at the PRACTICUM SITE.

c) That this document does not limit the PRACTICUM SITE to accepting only HSC-SRPH students for on-site practicum experience program education.

d) That there will be meetings of representatives of both HSC-SRPH and the PRACTICUM SITE as often as such meetings are needed to coordinate and improve the practicum program educational experience; and at the convenience of both parties.

e) That there will be ongoing, open communication between HSC-SRPH and the PRACTICUM SITE to insure understanding of the expectations and roles of both institutions in providing on-site experience for HSC-SRPH students.

f) HSC-SRPH or the PRACTICUM SITE, upon notification to the other, may remove a HSC-SRPH student from the PRACTICUM SITE, if, in the opinion of either party, the HSC-SRPH student is (i) not making satisfactory progress in the practicum program educational experience, or (ii) is not following the PRACTICUM SITE's rules of conduct or policies on appearance or safety during on-site hours. The PRACTICUM SITE may remove a HSC-SRPH student from PRACTICUM SITE for the reasons stated above upon notification to HSC-SRPH. Any student who does not satisfactorily complete the program or any portion thereof may repeat the practicum experience program only with written approval of both the PRACTICUM SITE and HSC-SRPH.

g) No stipend will be provided to HSC-SRPH students. HSC-SRPH students will be responsible for personal transportation and other expenses, including meals. It is specifically agreed that neither TAMHSC nor PRACTICUM SITE shall be responsible for costs or expenditures incurred by the other party in the conduct of the program educational experience.

h) TAMHSC and PRACTICUM SITE agree that the HSC-SRPH student is not an employee or agent of PRACTICUM SITE. TAMHSC and PRACTICUM SITE agree that the parties are not a joint employer of the HSC-SRPH student.

i) As an agency of the State of Texas, TAMHSC may not agree to indemnify or hold any party harmless from any liability or expenses. Neither party to this Agreement shall be required to indemnify or hold the other harmless unless and until ordered to do so by a court of competent jurisdiction.

5. HSC-SRPH STUDENT SCHEDULES

Schedules for HSC-SRPH students including education, on-site participation and use of the PRACTICUM SITE's facilities will be agreed upon by the officially designated representative of the PRACTICUM SITE and the HSC-SRPH student.

6. TERM OF AGREEMENT

This Agreement shall be effective upon execution by the second signatory hereto and shall remain in effect for a period of one (1) year. This Agreement may be renewed by letter for one-year terms for an aggregate period not to exceed five (5) years.

7. TERMINATON

Either party may terminate this Agreement at anytime upon sixty (60) days prior written notice provided, however, that all HSC-SRPH students enrolled in a course of study or rotation at PRACTICUM SITE at the time of notice of termination shall be given the opportunity to complete their practicum experience. Such students must complete their practicum experience within one (1) year of the date of termination of this Agreement.

8. NOTICES

Any notices required by this Agreement shall be delivered in writing to the following addresses:

The Texas A&M University System Health Science Center on behalf of School of Rural Public Health
Ms. Olga Gabriel
Director
School of Rural Public Health
McAllen Campus
2101 S. McColl Rd.
McAllen, TX 78503
Phone: (956) 668-6300

Hidalgo County Health and Human Services Department

Name: Eddie Olivarez

1304 South 25th

Edinburg, TX 78539
Phone: (956) 387-0118

With copy to:
The Texas A&M University System Health Science Center
Contract Administration
301 Tarrow Street, 6th Floor
College Station, Texas 77840
walton@tamhsc.edu

School of Rural Public Health

Dr. James Burdine
SRPH Administration Bldg. #1518
College Station, Texas 77843-1266
Phone: (979) 862-4244

9. GOVERNING LAW

The validity of this Agreement and all matters pertaining thereto, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed by the Constitution and laws of the State of Texas.

10. EXECUTION AND MODIFICATION

This Agreement is binding when signed by both parties. Any modifications or amendment must be in writing and signed by both parties.

11. ASSIGNMENT

This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both parties.

12. FORCE MAJEURE

Each party shall be excused from any breach of this Agreement which is proximately caused by government regulation, war, strike, act of God, or other similar circumstance normally deemed outside the control of well-managed businesses.

13. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to the matters contained herein, and supersedes all other written and oral agreements between the parties with respect to such matters. It is acknowledged that other agreements may be executed. Such other agreements are not intended to change or alter this Agreement unless expressly stated in writing.

14. INDEPENDENT CONTRACTOR STATUS

This Agreement will not be construed as creating an employer/employee relationship between TAMHSC and PRACTICUM SITE.

15. PROVISIONS

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16. PUBLIC INFORMATION

PRACTICUM SITE acknowledges that TAMHSC is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement.

17. NON-WAIVER

PRACTICUM SITE expressly acknowledges that TAMHSC is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMHSC of its right to claim such exemptions, privileges, and immunities as may be provided by law.

18. DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMHSC and PRACTICUM SITE to attempt to resolve any claim for breach of contract made by PRACTICUM SITE that cannot be resolved in the ordinary course of business. PRACTICUM SITE shall submit written notice of a claim of breach of contract under this Chapter to the TAMHSC Vice President for Finance and Administration, who shall examine PRACTICUM SITE's claim and any counterclaim and negotiate with PRACTICUM SITE in an effort to resolve the claim.

19. HIPAA

TAMHSC and PRACTICUM SITE agree that:

a) PRACTICUM SITE is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR § 160 and 164 ("the HIPAA Privacy Regulation");

b) To the extent that TAMHSC and/or HSC-SRPH is participating in this practicum experience program and PRACTICUM SITE is providing supervision as part of such practicum experience program, such participants shall:

   i) be considered part of PRACTICUM SITE workforce for HIPAA compliance purposes in accordance with 45 CFR §164.103, but shall not be construed to be employees of PRACTICUM SITE;

   ii) receive training by PRACTICUM SITE on, and subject to compliance with, all of PRACTICUM SITE privacy policies adopted pursuant to the HIPAA Privacy Regulation; and

   iii) not disclose any Protected Health Information (PHI), as that term is defined by 45 CFR §160.103, to TAMHSC and/or HSC-SRPH which a HSC-SRPH student accessed through participation in this program or a faculty member accessed through the provision of supervision at PRACTICUM SITE that has not first been de-identified as provided in 45 CFR §164.514(a);

c) TAMHSC and/or HSC-SRPH will not access or request to access any PHI held or collected by or on behalf of PRACTICUM SITE, from a HSC-SRPH student or faculty member who is acting as a part of PRACTICUM SITE workforce as set forth in subsection 16.2.1., above, or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a); and

d) No services are being provided to PRACTICUM SITE by TAMHSC pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have signed this Memorandum of Agreement between The Texas A&M University System Health Science Center and Hidalgo County on the date indicated below their signatures:

The Texas A&M University System Health Science Center

By: Roderick E. McCallum

Roderick E. McCallum, Ph.D.
Vice President for Academic Affairs

Date: 7/4/11

Hidalgo County

By: Ramon Garcia

Name: Ramon Garcia
Title: Hidalgo County Judge

Date: 5/23/11

APPROVED BY
COMMISSIONERS' COURT
ON: 5/17/11

Exhibit A
RELEASE AGREEMENT

1. I, the undersigned, in consideration of the opportunity to participate in an on-site educational practicum experience program conducted by Hidalgo County, by and through its Health and Human Services Department and in furtherance and fulfillment of academic requirements of The Texas A&M University System Health Science Center, on behalf of School of Rural Public Health, the sufficiency of which is hereby acknowledged, intend and do hereby forever release and discharge Hidalgo County, by and through its Health and Human Services Department, its agents, employees, officers, successors and assignees, and all other persons, firms, corporations and organizations onto whose property I may enter as part of on-site educational practicum experience program conducted by Hidalgo County, by and through its Health and Human Services Department, (hereinafter collectively referred to as "Releasees") of and from any and all claims, causes of actions and demands of every kind or nature, known or unknown, anticipated or unanticipated, suspected or unsuspected, which the undersigned could or might in the future have against any or all of the Releasees, and all losses, costs, damages or expenses whatsoever, resulting from or in any way pertaining to claims for personal injury or death caused by or resulting from the act, omission, mistake, fault, default or negligence, but not the intentional or malicious act, of the Releasees, while participating in on-site educational practicum experience program conducted by Hidalgo County, by and through its Health and Human Services Department and on premises leased or owned by the Releasees.

2. In further consideration of the aforesaid opportunity, I do hereby agree that I will forever refrain from and desist from, directly or indirectly instituting or asserting or indirectly causing the institution or assertion of any claim, demand, cause of action or suit of any kind or nature against Releasees for any losses, damages or expenses (known or unknown, existing or arising in the future) which in any way arises from or pertains to my participation in the above described practicum experience program on property owned or leased by the Releasees.

Signed this _____ day of _____, 20_____.

_____
Student Signature

_____
Print Name

Exhibit B
PRACTICUM DESCRIPTION

The purpose of the practicum experience is to provide HSC-SRPH students with an opportunity to apply the concepts, strategies, and tools acquired through the course of their study. Regardless of the exact nature of the experiential location, activities, preceptors, or specific student objectives, the overall objectives of the practicum experience for Master of Public Health and Master of Health Administration students within HSC-SRPH are as follows:

- Expand students' knowledge of basic public health and health services practices.
- Increase student self-confidence as a professional in the public health arena.
- Increase students' awareness of the complexity of public health problems and concerns.
- Provide opportunity for students to apply public health training they have learned in their courses.
- Increase students' appreciation of cultural differences in diverse populations served by public health and health services professionals, including but not limited to rural populations.
- Facilitate increased understanding of the relationships among public health organizations, other health service organizations, and other governmental entities.
- Develop opportunities for references, job opportunities, and professional contacts.
- Afford opportunities to provide valuable service(s) to the host site organization by participating in and/or completing projects or other work assignments.

It is not expected that every practicum experience will serve or accomplish all of these overall objectives. Indeed, it would be an unusual experience that would encompass all of them. However, it is expected that the practicum experience will include many, if not most, of these objectives.

RENEWAL OF MEMORANDUM OF AGREEMENT
BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER
AND
HIDALGO COUNTY
FOR AN ON-SITE EDUCATION PROGRAM

THIS RENEWAL OF AGREEMENT ("Agreement") is entered into by and between The Texas A&M University System Health Science Center (TAMHSC), a member of the Texas A&M University System, an agency of the State of Texas, on behalf of the School of Rural Public Health (HSC-SRPH) and Hidalgo County, by and through its Health and Human Services Department ("Practicum Site").

WHEREAS, Practicum Site is willing to provide an on-site educational practicum experience program, i.e., practicum experience program supervision, for HSC-SRPH students.

NOW THEREFORE, the parties jointly agree as follows:

1. RENEWAL OF MEMORANDUM OF AGREEMENT

Pursuant to paragraph six (6) of the original Memorandum of Agreement that became effective July 4, 2011, the parties agree to a one (1) year renewal of the original Memorandum of Agreement.

2. INCORPORATION OF ORIGINAL MEMORANDUM OF AGREEMENT

The original Memorandum of Agreement is made apart hereof with all its terms and conditions, and is incorporated for all purposes in this Agreement.

3. EXECUTION AND MODIFICATION

This Agreement is binding when signed by both parties. Any modification or amendment must be in writing and signed by both parties.

(Signature Page Follows)

IN WITHNESS WHEREOF, the parties have signed this Memorandum of Agreement between the Texas A&M University System Health Science Center and Hidalgo County on the date indicated below their Signatures.

The Texas A&M University System Health Science Center	**Hidalgo County**
By: _____	By: _____
Roderick E. McCallum, Ph.D. Vice President for Academic Affairs	Ramon Garcia Hidalgo County Judge
Date: _____	Date: _____

Approved as to Form by:

_____
Josephine Ramirez Solis
Assistant District Attorney
Hidalgo County

Mike Escaname

From: Michael Garza <michael.garza@da.co.hidalgo.tx.us>
Sent: Thursday, May 24, 2012 12:53 PM
To: 'Mike Escaname'
Cc: 'Josephine Ramirez'
Subject: RE: Request for Review - MOA - Texas A&M Health Science Center
Attachments: RENEWAL MOA - A&M.pdf

Mike,

Attached is a recommended draft letter that you may use to renew the MOA.

Should you have any questions or concerns, please do not hesitate to contact me.

Thanks,

Michael Garza
Assistant Criminal District Attorney
Contracts and Civil Litigation Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

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****

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Monday, May 21, 2012 8:58 AM
To: michael.garza@da.co.hidalgo.tx.us
Subject: FW: Request for Review - MOA - Texas A&M Health Science Center

Please look at this.

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: Tuesday, May 15, 2012 2:57 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: michael.garza@da.co.hidalgo.tx.us; eddie.olivarez@hchd.org; josie.escalante@hchd.org; lydia.serna@hchd.org
Subject: Request for Review - MOA - Texas A&M Health Science Center

Hello Josephine:

We'd appreciate if the attached MOA is reviewed to authorize a one-year term renewal.

Item #6 on page 4 mentions the MOA can be renewed "by letter for one-year terms…..".

We'd also appreciate if you can draft a sample letter that can be used to renew this MOA, assuming the approval is granted.

We're presenting this request to our Commissioner's Court on May 29th.

Please advise.

Thanks,

Mike Escaname

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


THE COUNTY OF HIDALGO
TEXAS

AI-32408 **IT Department 12. A.**

CC REGULAR

Meeting Date: 05/29/2012

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Public Affairs:
Authorization and approval to upgrade wireless devices through the County's membership/participation with Contract: DIR-SDD-604 with awarded vendor VERIZON WIRELESS for the following:

User:	Employee ID #:	Current Device:	Upgrading Device:	MDN:
Public Affairs-Office Use	N/A	MIFI 2200 Intelegent Mobile Hotspot	MIFI 4510L 4G	956-310-1305

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-413-00-125-001-0-532

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

BUDGETARY IMPACT:

Amount available through PO #672535 in the amount of $455.88 as of 5/24/12 for Verizon Wireless.

Attachments

Request Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/17/2012 08:07 AM
Erika Zamora	Erika Zamora	05/24/2012 10:16 AM
Purchasing Department	Monica Badillo	05/25/2012 03:31 PM

Form Started By: Griselda Salazar Started On: 05/16/2012 03:33 PM

Final Approval Date: 05/25/2012

WIRELESS DEVICE REQUEST FORM W.2011.2

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☑ Office Use *or* ☐ Individual	☑ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☑ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Public Affairs - Office use Employee ID# N/A Signature: N/A

Department: Public Affairs Dept#: 125

Quantity: 1

Service: $37.99/mo (x) 12 months = $455.88 Account: 2-1100-413-00-125-001-0 -532

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

Requisition Total: $ 455.88 Requisition Number: # 209533 / PO # 672535

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____ -532

Total: _____

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

Signature	Print Name	Date
	Valde Guerra	4/27/12

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

Signature	Print Name	Date
	Valde Guerra	4/27/12

(4) IT DEPARTMENT ONLY:

Service Type Codes: Upgrading equipment to MIFI 4510L

Commissioner's Court Action: Commissioner's Court Date: 5/29/12

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

AI-32416 **IT Department 12. B.**

CC REGULAR

Meeting Date: 05/29/2012

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

FACILITIES MANAGEMENT:
Authorization and approval of current service plan through the County's membership/participation with CONTRACT: DIR-SDD-604 with VERIZON WIRELESS (Requisition# 209484) for the following:

Employee Name:	Employee ID:	Service Plan:	Service Plan Cost:	Months:	MDN:
Richard Sunday	175781	Unlimited Data Plan	$37.99 + $5.00 taxes/fees = $42.99 month	January - May 2012	956-587-1610
Seferino Garza	144584	Unlimited Data Plan	$37.99 + $5.00 taxes/fees = $42.99 month	January - December 2012	956-929-0433

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-419-40-220-001-0-532

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

BUDGETARY IMPACT:

Available funds as 5/18/12.

Attachments

Request Forms

Requisition

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/17/2012 08:12 AM
Olga Garza	Olga Garza	05/18/2012 02:43 PM
Purchasing Department	Monica Badillo	05/25/2012 03:31 PM

Form Started By: Griselda Salazar Started On: 05/16/2012 03:54 PM

Final Approval Date: 05/25/2012

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☐ Office Use *or* ☑ Individual	☑ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Richard Sunday Employee ID# 175771 Signature: [signature]

Department: Facilities Mgmt Dept#: 220

Quantity: 1 956-587-1610

Service: $37.99 /mo (x) 5 months = 189.95 Account: 2-1100-413-40-220-0010-532

Service: $ 5 /mo (x) 5 months = 25.00 Account: 2-1100-413-40-220-0010-~~532~~ 619/664

Requisition Total: 230.83 **Requisition Number:** 009484

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

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

[signature] Jaime Guerra 5/16/12

Signature Print Name Date

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

[signature] Jaime Guerra 5/16/12

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Unlimited Data Plan

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
□ Office Use *or* □ Individual	~~□ Data Card~~	□ Cellular Telephone $50/mo
□ Name Change	□ Blackberry	□ Data Pad $25/mo
□ Equipment Change	□ Other:	
□ Plan Change		
□ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: ~~Se~~ Felino Garza Employee ID#: 14584 Signature: Felino Garza

Department: ~~Fac~~ Facilities Mgmt Dept#: 220

Quantity: 1 956-925-0433

Service: $~~37.95~~ /mo (x) 12 months = ~~455.40~~ Account: 2-1100-419-40-220-0010-532

Service: $ 5 /mo (x) 12 months = 60 Account: 2-1100-419-40-220-0010-~~619/664~~ 532

Requisition Total: 730.83 **Requisition Number:** 209484

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

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

Signature | Valde Guerra Print Name | 5/16/12 Date

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

Signature | Valde Guerra Print Name | 5/16/12 Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Unlimited Data Plan

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

□ **Approved Date:** _____ □ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Requisition

Req # 00209484

PO #

Date: 01/18/12

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

Contact: **ALMA**
956-289-7851

Contract No: **DIR-SDD-604**

Special Instructions:
REQ 61

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-604 C.COURT 11-16-10		
		DO NOT DUPLICATE ORDER		
12.00	MONTH	CO UNLIMITED PLAN DATA CARD SERVICE FOR SEFE GARZA (LAPTOP) 83833	37.99	455.88
12.00	MONTH	CO TAXES (@5.00 monthly)	5.00	60.00
5.00	MONTH	UNLIMITED PLAN DATA CARD FOR RICHARD SUNDAY	37.99	189.95
5.00	MONTH	TAXEX @5.00 MONTHLY	5.00	25.00
		Account No	Encumbrance	
		2-1100-419-40-220-001-0-532	730.83	
			Freight	.00
			Total	730.83
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-32412 **Urban County 13. A.**

CC REGULAR

Meeting Date: 05/29/2012

Department Head: Candace Armenta **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of San Juan is requesting consideration and action to award and enter into a construction contract with Garco Industries for the Water/Sewer Improvements project in the amount of $127,222.00, utilizing funds from UCP Year 23 (2010), Urban County Water/Sewer Improvements line item.

BACKGROUND

The bid opening was held May 9, 2012 and the lowest bidder meeting all specifications and/or requirements was Garco Industries. The project involves water/sewer improvements on Standard Avenue, Lincoln Avenue, Nebraska and 8th through 11th in San Juan, Texas. Please see attached recommendation by the project engineer, city's recommendation letter and contractor's general liability insurance. Project's engineering firm is CRUZ-HOGAN Consultants, Inc.

Contractor: Garco Industries
Contract Amount: $127,222.00

Funds Available: $101,558.71 YR 23 (2010) San Juan Water/Sewer Imp funds
$103,547.68 YR 23 (2010) Pct 2 (Recaptured) Water/Sewer Imp funds
$205,106.39 Total funding available

Attachments

Cruz Hogan Consultants/City of San Juan
backup 1
backup 2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/17/2012 08:22 AM
Auditor's Office	Arcilia Duran	05/25/2012 01:53 PM
Purchasing Department	Marty Salazar	05/25/2012 02:08 PM

Form Started By: Mary Flores Started On: 05/16/2012 03:43 PM

Final Approval Date: 05/25/2012

CRUZ-HOGAN *Consultants, Inc.*

Engineers • Planners • Consultants

McAllen • Harlingen

TBPE Firm Reg. No. F-004860

May 15, 2012

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

RE: **Letter of Recommendation**
San Juan Water/Sewer Improvements Project
Urban County Program No.: 5010-75-0310-5000-7500-UCP-CA

Dear Ms. Serna,

Bids were received on May 9, 2012 for the above referenced project. We are happy to have received 7 bids. The low bidder was Garco Industries from Pharr, Texas. Enclosed you will find a bid tabulation for your review.

Upon review of the submitted bids, I recommend awarding Garco Industries which submitted the low bid of $127,222.00. The estimated cost of the project was approximately $190,000.00.

If you have any questions please feel free to contact me at (956) 682-5022.

Sincerely,

Ronnie Cruz, P.E.
CRUZ-HOGAN *Consultants, Inc.*

RC/cl

Enclosure

Cc: Candace J. Armenta, Program Coordinator I
Tony Barco, Deputy Director

605 E. Violet, Suite 5 • McAllen, Texas 78504
(956) 682-5022 • Fax (956) 682-5089
www.cruzhogan.net

San Juanita Sanchez
MAYOR
Armando Garza, Jr.
MAYOR PRO-TEM
Roberto "Bob" Garza
COMMISSIONER
Luis Ramos
COMMISSIONER
Eddie Suarez
COMMISSIONER

May 15, 2012

Candace J Armenta
Program Coordinator
Hidalgo County Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: San Juan - Water/Sewer Project 5010-75-5000-7500

Dear Ms. Armenta:

This correspondence is to advise you that the City of San Juan has reviewed and concurs with the results of the tabulation on submitted bids as compiled by Cruz-Hogan Consultants for the above project. The City respectfully requests that the Urban County Program proceed with a recommendation to the County Commissioners' Court to award the bid to the lowest bidder, Garco Industries, Inc. in the amount of $127,222, as soon as possible.

Should you have any questions, you may call me at (956)223-2206. I will be glad to assist you.

Sincerely,

Juan J. Rodriguez
City Manager

c: Ronnie Cruz, P. E., Cruz-Hogan Consultants, Inc.
Trinidad Cantu, Utilities Director

709 S. Nebraska Ave. • San Juan, Texas 78589-2649
Ph. (956)223-2206 • Fax: (956) 223-2604

SAN JUAN 100 Centennial YEARS 1910 • 2010

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/08/2012

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
San Juan Insurance Agency, Inc.
DBA Valley Ins Providers OR Truckers Ins
PO Drawer 3783
McAllen TX 78502

CONTACT NAME: Debbie Valdez/np
PHONE (A/C, No, Ext): (956) 781-6663 FAX (A/C, No): (956) 781-5247
E-MAIL ADDRESS: dvaldez@vip-ins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AMERICAN FIRST	
INSURER B: TRAVELERS CASUALTY INSURANCE COMPANY	
INSURER C: Texas Mutual Insurance Co	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
GARCO INDUSTRIES
P. O. Box 2843
Mcallen TX 78502-

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	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		110BW21318	01/08/2012	01/08/2013	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 $ 100,000 $ 5,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA5912834	02/20/2012	02/20/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001202171	04/04/2012	04/04/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
PROJECT: #5010-75-0310-5000-7500-UCP-CA

CERTIFICATE HOLDER
CITY OF SAN JAUN/SEWER IMPROVEMENTS
HIDALGO COUNTY
2812 BUS. HWY 281
EDINBURG, TX 78539-

Fax: ( ) -

CANCELLATION
AI 006793

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 D Young

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CONSTRUCTION CONTRACT

This Agreement entered into this **29th Day of May, 2012** by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE** and **Garco Industries** (an individual) of **Pharr,** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	**San Juan – Water/Sewer Improvements**
PROJECT No.:	**5010-75-0310-5000-7500-UCP-CA**
PROJECT DESCRIPTION:	**Water/Sewer improvements on Standard Ave, Lincoln Ave Nebraska and 8th through 11th in San Juan, Texas**

heinafter called the project, for the sum of **($127,222.00) – One hundred twenty-seven thousand, two hundred twenty-two dollars and zero cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **CRUZ-HOGAN Consultants, Inc.**, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **120** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($200.00) One hundred dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

Jerry Garza
Garco Industries

Name of Firm: Garco Industries

Address: 5842 S Cage Blvd
Pharr, Texas 78577

Federal I.D./S.S.: 810633810

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) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM

GENERAL CONDITIONS

1. Contract and Contract Documents

The project to be constructed pursuant to this contract will be financed with assistance from the Department of Housing and Urban Development and is subject to all applicable Federal laws and regulations.

The Plans, Specifications and Addenda, hereinafter enumerated in paragraph 1 of the Supplemental General Conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

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66. Specific Coverage
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68. Provisions to be Included
69. Branch of Labor Standards
70. Employment Practices
71. Contact Termination: Debarment

2. Definitions

The following terms as used in this contract are respectively defined as follows:

(a) "Contractor": A person, firm or corporation with whom the contract is made by the Owner.

(b) "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.

(c) "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

3. Additional Instructions and Detail Drawings

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work: each such schedule to be subject to change from time to time in accordance with the progress of the work.

4. Shop or Setting Drawings

The Contractor shall submit promptly to the Architect/Engineer two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/Engineer with two corrected copies. If requested by the Architect/Engineer the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

5. Materials, Services, and Facilities

(a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, an all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.

(b) Any work necessary to be performed after regular working hours, on Sunday or Legal Holidays, shall be performed without additional expense to the Owner.

6. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which any interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

7. Inspection and Testing of Materials

(a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The owner will pay for all laboratory inspection service direct, and not as a part of the contract.

(b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to established conformance with specifications and suitability for uses intended.

8. "Or Equal" Clause

Whenever a materials, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any materials, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the contractor without the Architect/Engineer's written approval.

9. Patents

(a) The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in

the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

(b) License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.

(c) If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agrees to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obligated to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

10. Surveys, Permits, and Regulations

Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work.

The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of the work.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

11. Contractor's Obligations

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract any and all supplemental plans and drawings, and in accordance with the directions of the Architect/Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and

shall do, carry on, and complete the entire work to the satisfaction of the Architect/Engineer and the Owner.

12. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer, any work or materials shall have been damages or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

13. Protection of Work and Property --Emergency

The Contractor shall at all times safely guard the owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer, in a diligent manner. He shall notify the Architect/Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer for approval.

Where the Contractor has not taken action but has notified the Architect/Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Architect/Engineer.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 17 of the General Conditions.

14. Inspection

The authorized representatives and agents of the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

15. Reports, Records, and Data

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the

Owner may request concerning work performed or to be performed under this contract.

16. Superintendence by Contractor

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on Contractor's payroll.

17. Changes in Work

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

(a) Unit bid prices previously approved.
(b) An agreed lump sum,
(c) The actual cost of:
1. Labor, including foremen;
2. Materials entering permanently into the work;
3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
4. Power and consumable supplies for the operation of power equipment;
5. Insurance;
6. Social Security and old age and unemployment contributions.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

18. Extras

Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or its Architect/Engineer, acting officially for the Owner, and the price is stated in such order.

19. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and the Owner that the date of beginning and the time for completion as specified in

the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed."

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof with in the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained for time to time by the Owner form current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

(a) To any preference, priority or allocation order duly issued by the Government;
(b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
(c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article;

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time

prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

20. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgement of the Architect/Engineer shall be equitable.

21. Subsurface Conditions Found Different

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the plans and/or Specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in paragraph 17 of the General Conditions.

22. Claims for Extra Cost

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

23. Right of the Owner to Terminate Contract

In the event that any of provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such

violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said then (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

24. Construction Schedule and Periodic Estimates

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

25. Payments to Contractor

(a) Not later than the 15th day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract: Provided, that the Contractor shall submit his estimate not later than the first day of the month; Provided, further, that the Owner at any time after fifty percent (50%) of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payments in full; Provided, further, that on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made in full, including retained percentages thereon, less authorized deductions.

(b) In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of material and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

(d) Owners's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnisher of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall be provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

26 Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment bond.

27. Payments by Contractor

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the

work performed by his subcontractors to the extent of each subcontractor's interest therein.

28. Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

(a) Compensation Insurance: The Contractor shall procure and shall maintain during the life of the contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarity to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

(b) Contractor's Public Liability and property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.

(c) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.

(d) Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in the Supplemental General Conditions.

(e) Builder's Risk Insurance (Fire and Extended Coverage): Until the project is completed and accepted by the Owner, the Owner, or Contractor (at the Owner's option as indicated in the Supplemental General Conditions, Form HUD-4238-N) is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, subcontractors as their interests may appear. The Contractor shall not

include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from his obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.

(f) Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner."

29. Contract Security

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

30. Additional or Substitute Bond

If at any time the Owner for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such as acceptable bond to the Owner.

31. Assignments

The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. Incase the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations or services rendered or materials supplied for the performance of the work called for in this contract.

32. Mutual Responsibility of Contractors

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

33. Separate Contract

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Architect/Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship on the part of other Contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

34. Subcontracting

(a) The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
(b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
(c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
(d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
(e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

35. Architect/Engineer's Authority

The Architect/Engineer shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Architect/Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the owner shall be adjusted and determined by the Architect/Engineer.

36. State Allowances

The Contractor shall include in his proposal the cash allowances stated in the Supplemental General Conditions. The Contractor shall purchase the "Allowed materials" as directed by the Owner on the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed materials" shall be included in the applicable section of the Contract Specifications covering this work.

37 Use of Premises and Removal of Debris

The Contract expressly undertakes at his own expense:

(a) to take every precaution against injuries to persons or damage to property;
(b) to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
(c) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
(d) to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;

(e) before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations;
(f) to effect all cutting, fitting or patching of his work required to make the same to conform to t he plans and specifications and, except with the consent of the Architect/Engineer, not to cut or otherwise alter the work of any other Contractor.

38. Quantities of Estimate

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is specially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

39. Lands and Rights-of-Way

Prior to the start of construction, the Owner shall obtain all lands and right-of-way necessary for the carrying out and completion of work to be performed under this contract.

40. General Guaranty

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The owner will give notice of observed defects with reasonable promptness.

41. Conflicting Conditions

Any Provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

42. Notice and Service Thereof

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor

at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

43. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

44. Protection of Lives and Health

"The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971. Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Contracting Authority may determine to be reasonably necessary."

45. Subcontracts

"The Contractor will insert in any subcontracts the Federal labor Standards Provisions contained herein and such other clauses as the Department of Housing and Urban Development may, by instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made."

46. Equal Employment Opportunity

During the performance of this contract the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places,

available to employees and applicants for employment, notices to be provided setting forth the provision of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, or national origin".

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department of Housing and Urban Development may, direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor

or vendor as a result of such direction by the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

47. Interest of Member of or Delegate to Congress

No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

48. Other Prohibited Interests

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contractor in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

49. Use and Occupancy prior to Acceptance by Owner

The Contractor agrees to use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:

(a) Secures written consent of the Contractor except in the event, in the opinion of the Architect/Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.

(b) Secures endorsement from the insurance-carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction, or,

(c) When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not limited to,

the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

50. Photographs of the Project

If required by the Owner, the Contractor shall furnish photographs of the project, in the quantities and as described in the Supplemental General Conditions.

51. Suspension of Work

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

52. Minimum Wages

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deductions of rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act thereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency or Public Body for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to

the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made of incurred during such weekly period.

53. Underpayment Of Wages Or Salaries

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency or Public body in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so such thereof as the Local Public Agency or Public Body may consider necessary to pay each laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Local Public Agency or Public Body, for and on account of the Contractor or his subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plan, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

54. Anticipated Costs Of Fringe Benefits

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract: Provided, however, The Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or programs. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency or Public Body with the first payroll filed by the Contractor subsequent to receipts of the findings.

55. Overtime Compensation Required by Contract Work Hours and Safety Standards Act (76 Stat. 357-360: Title 40 U.S.C., Section 327-332)

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 8 hours in any calendar day or in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 8 hours in a calendar day or in excess of 40 hours in such work week, as the case may be.

(b) Violation: liability for unpaid wages liquidated damages . In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph (a), in the sum of $10 for each calendar day on which such employee was required or permitted to work in excessive of 8 hours or in excessive of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a).

(c) Withholding for liquidated damages. The Local Public Agency or Public Body shall withhold or cause to be withheld, from any monies payable on account work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).

(d) Subcontracts. The Contractor shall insert in any subcontracts the clauses i n paragraph (a), (b), and (c) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

56. Employment of Apprentices/Trainees

(a) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (b) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer or representative of the Wage-Hour Division of the Labor written evidence of the registration of his program and apprentices as well the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not

less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

(b) Trainees. Except as provided in 29 CFR 5.15 trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidence by formal certification, by the U.S. Department of Labor, Manpower Administration, Bureau of Apprentice and Training. The ratio of trainees to journeymen shall not by greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor Written evidence of the certification of his program, the registration of the trainees, and the ratios and wage prescribed in that program, In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Parts 30.

57. Employment of Certain Persons Prohibited

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institute shall be employed on the work covered by this Contract.

58. Regulations Pursuant to So-Called "Anti-Kickback Act"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by references) or the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948: 62 Stat. 862; Title U.S.C., Section 874: and Title 40 U.S.C., Section 276 (c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontracts subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

59. Employment of Laborers or Mechanics Not Listed in Aforesaid Wage Determination Decision

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Local Public Agency or Public Body, and a report of the action taken shall be submitted by the Local Public Agency or Public Body, through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics t be used, the question accompanied by the recommendation of the Local Public Agency or Public Body shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

60. Fringe Benefits Not Expressed as Hourly Wage Rates

The Local Public Agency or Public Body shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, and hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Local Public Agency or Public Body, shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

61. Posting Wage Determination Decision and Authorized Wage Deductions

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labors with respect to the various classification of labors and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

62. Complaints, Proceedings, or Testimony by Employees

No laborer or mechanic to whom the wage, salary, or other labor standards provision of this Contract are applicable shall be discharged or in any other manner discriminated against by Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify, in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

63. Claims and Disputes Pertaining to Wage Rates

Claims and disputes pertaining to wage rates or to classification of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency or Public Body for referral by letter through the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

64. Questions Concerning Certain Federal Statutes and Regulations

All questions arising under this Contract which relate to the application of interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act (c) the aforesaid Davis-Bacon Act, (d) the regulations of issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (c) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of housing and Urban Development, to the said Secretary's appropriated ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

65. Payroll and Basic Payroll Records of Contractor and Subcontractors

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Local Public Agency or Public Body. The Contractor shall submit weekly to the Local Public Agency or Public Body two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 3 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contribution or costs anticipated of the types described in Section 1(b) (2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations, that the wages of any laborer of mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b) (2) (B) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Local Public Agency or Public Body, and the United States Department of Labor. Such

representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

66. Specific Coverage Of Certain Types Of Work By Employees

The transportation of material and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Programs to which this Contract pertains by person employed by the Contractor or any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

67. Ineligible Subcontractors

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Local Public Agency's or Public Body's prior written approval of the subcontractor. The Local Public Agency or Public Body will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United Stated Department of Labor or the Secretary of Housing and Urban Development, to receive an award of such subcontract.

68. Provisions to Be Included in Certain Subcontracts

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consisted with these Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

69. Breach Of Foregoing Federal Labor Standards Provisions

In addition to the cause for termination of this Contractor as herein elsewhere set forth, the Local Public Agency or Public Body reserves the right to terminate this Contract if the Contractor of any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Standards Provisions may also be grounds for debarment as provided by the applicable regulation issued by the Secretary of Labor, United States Department of Labor.

70. Employment Practices

The Contractor (1) shall, to the greatest extent practicable, follow hiring and employment practices for work on the project which will provide new job opportunities for the unemployed and underemployed, and (2) shall insert or cause to be interested the same provision in each construction subcontract.

71. Contract Termination; Debarment

A breach of Section 45 and the Federal Labor Standards Provisions, may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

SUPPLEMENTAL GENERAL CONDITIONS

1. Enumeration of Plans, Specifications and Addenda
2. Stated Allowances
3. Special Hazards
4. Public Liability and Property Damage Insurance
5. Photographs of Project
6. Schedule of Minimum Hourly Wage Rates
7. Builder's Risk Insurance
8. Special Equal Opportunity Provisions
9. Certification of Compliance with Air and Water Acts
10. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention

1. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

Following are the Plans, Specifications and Addenda which form a part of this contract, as set forth in Paragraph 1 of the General Conditions, "Contract and Contract Documents":

DRAWINGS

General Construction:		Nos. 1 thru 3
Heating and Ventilating:	"	N/A
Plumbing:	"	N/A
Electrical:	"	N/A
_____	"	N/A
_____	"	N/A

SPECIFICATIONS:

General Construction:	Page	SECTION I.D.b., incl.
Heating and Ventilating:	"	N\A to _____, incl.
Plumbing:	"	N\A to _____, incl.
Electrical:	"	N/A to _____, incl.
_____	"	N\A to _____, incl.
_____	"	N\A to _____, incl.

ADDENDA:

No. N\A Date _____ No._____ Date

No. N\A Date _____ No._____ Date

2. STATED ALLOWANCES

Pursuant to paragraph 36 of the General Conditions, the contractor shall include the following cash allowances in his proposal:

(a) For N\A (Page_____ of Specifications $_____
(b) For " (Page_____ of Specifications $_____
(c) For " (Page_____ of Specifications $_____
(d) For " (Page_____ of Specifications $_____
(e) For " (Page_____ of Specifications $_____
(f) For " (Page_____ of Specifications $_____

3. SPECIAL HAZARDS

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards.

4. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE

As required under paragraph 28 of the General Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less that $ _____ for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than $ _____ on account of one accident, and Contractor's Property Damage Insurance in an amount not less than $.

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2)) insure the activities of his subcontractors in his own policy.

5. PHOTOGRAPHS OF PROJECT

As provided in paragraph 50 of the General conditions, the Contractor will furnish photographs in the number, type, and stage as enumerated below:

6. SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY WAGE RATES AS REQUIRED UNDER PARAGRAPH 52 OF THE GENERAL CONDITIONS

Given on Page SECTION IV.A.a.

7. BUILDER'S RISK INSURANCE

As provided in the General Conditions, paragraph 28(e), the Contractor will/will not* maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor, and all subcontractors, as their interests may appear.

***Strike out one.**

8. SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts under $10,000)

During the performance of this contract, the contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor 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 be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) Contractors shall incorporate foregoing requirement in all subcontracts.

B. *Contracts Subject to Executive Order 11246, as Amended*

(Applicable to Farewell assisted construction contracts and related subcontracts exceeding $10,000)

During the performance of this contract, the contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants 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 be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers within which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulation and relevant order of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract, or which any of such rules, regulation, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase orders as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

8. *Home town or Imposed Plans*

In areas where a home town plan or imposed plan is operative, the Community Development Block Grant Recipient must contact the appropriate HUD Equal Opportunity Office for specific instructions.

9. *CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS*

(Applicable to Federally assisted construction contracts and related subcontract exceeding $100,000)

Compliance with Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USE 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USE 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following.

(1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USE 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USE 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring

that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

10. SPECIAL CONDITIONS PERTAINING TO HAZARDS SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structured)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. the Contractor and Subcontractor shall comply with the provisions for the elimination of lead-base paint hazards under sub-part B of said regulations. the Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

B. Use of Explosive (Modify as Required)

When the use of explosive is necessary for the prosecution of the work, the Contractor shall observe all local, state and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other undergoing structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision or direction of use of explosive by the Engineer, does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices (Modify as Required)

The contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under those specifications or contract.

D. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USE 170(u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder.

(2) The "Section 3 clause" set forth in 24 CFR 135.20(b) shall form part of this contract, as set forth in Paragraph 1 of the General Conditions, "Contract and Contract Documents".

(3) Contractors shall incorporate the "Section 3 clause" shown below and the foregoing requirements in all subcontracts.

AI-32413 **Urban County 13. B.**

CC REGULAR

Meeting Date: 05/29/2012

Department Head: Candace Armenta **Submitted By:** Mary Flores, URBAN COUNTY

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.

	Grade	Ranked
Megamorphosis, Inc.		
EGV Architects, Inc.		
Gomez Mendez Saenz, Inc.		

3. Authority to negotiate a professional architectural service contract with the highest ranked firm of for the provision of architectural services for Urban County Program Year 23 & 24 (2010 & 2011) City of Hidalgo, Non-Residential Historical Preservation project.

BACKGROUND

The three architectural firms rated from the county's approved "pool" are: (1) Megamorphosis, Inc., (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

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/17/2012 08:17 AM
Auditor's Office	Arcilia Duran	05/22/2012 10:13 AM
Purchasing Department	Monica Badillo	05/25/2012 03:31 PM

Form Started By: Mary Flores Started On: 05/16/2012 03:51 PM

Final Approval Date: 05/25/2012

AI-32426 **Urban County 13. C.**

CC REGULAR

Meeting Date: 05/29/2012

Department Head: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Public Hearing concerning a proposed Budget Amendment under the American Recovery and Reinvestment Act of 2009 (ARRA) for Hidalgo County Precinct No. 3 and Precinct No. 4. The proposed amendment will decrease the general administration funding by $187,702.97 and will allocate funds evenly into the existing projects through Precinct No. 3 and Precinct No. 4 to its flood drainage improvement projects for workplan Year 22 (2009).

2. Requesting approval of a Budget Amendment under the American Recovery and Reinvestment Act of 2009 (ARRA) for Hidalgo County Precinct No. 3 and Precinct No. 4. The proposed amendment will decrease the general administration funding by $187,702.97 and will allocate funds evenly into the existing projects through Precinct No. 3 and Precinct No. 4 to its flood drainage improvement projects for workplan Year 22 (2009).

BACKGROUND

A Public Hearing was held on May 29, 2012 at 9:30 A.M. and citizen participation requirements have been met. See attached detailed advertised amendment.

The proposed amendment will decrease:
General administration

The proposed amendment will increase:
Precinct No. 3 funding by $93,851.49 and;
Precinct No. 4 funding by $93,851.48

Attachments

backup

backup 2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/17/2012 08:07 AM
Auditor's Office	Arcilia Duran	05/25/2012 01:51 PM
Dina Trevino	Merlen P. Munoz	05/25/2012 01:53 PM
Purchasing Department	Monica Badillo	05/25/2012 03:31 PM

Form Started By: Mary Flores Started On: 05/16/2012 04:57 PM

Final Approval Date: 05/25/2012

PUBLIC HEARING NOTICE
Budget Amendment to the
AMERICAN RECOVERY & REINVESTMENT
ACT OF 2009 (ARRA)
HIDALGO COUNTY PRECINCT NO. 3 & 4
URBAN COUNTY PROGRAM

Date of Publication: May 21, 2012

In compliance with a Substantial Amendment to the Community Development Block Grant (CDBG) under the American Recovery and Reinvestment Act of 2009 (ARRA) requirements, Hidalgo County Precinct No. 3 and Precinct No. 4 will conduct a Public hearing to solicit input from interested parties on the Precincts amendment under the Urban County Program, **Year (2009)** .

The Public Hearing will be held on ***Tuesday, May 29, 2012 at 9:30 a.m.*** at the **Hidalgo County Commissioners' Court** located at 415 W University Drive in Edinburg, Texas 78539.

Following is the proposed Budget Amendment for your consideration:

Existing Budget	**Urban County (ARRA)**	**Proposed Budget**
$226,512.80	General Administration -$187,702.97	$ 38,809.83
$509,653.80	Pct. 3 - Flood Drainage Improvements +93,851.49	$603,505.29
$509,653.80	Pct. 4 – Flood Drainage Improvements +93,851.48	$603,505.28
$1,245,820.40		**$1,214,820.40**

The proposed amendment will **decrease** the General Administration funding by $187,702.97 and **allocate** funds evenly into the existing projects through Hidalgo County Precinct No. 3 and Precinct No. 4 to its Flood Drainage Improvement projects.

Accommodations for individuals with handicaps shall be provided upon request.
Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office or call (956) 787-8127.

WRITTEN COMMENTS CAN BE FORWARDED TO:
Diana R. Serna, Director
County of Hidalgo
Urban County Program
1916 Tesoro Boulevard
Pharr, Texas 78577

PUBLIC HEARING NOTICE
Budget Amendment to the
AMERICAN RECOVERY & REINVESTMENT
ACT OF 2009 (ARRA)
HIDALGO COUNTY PRECINCT NO. 3 & 4
URBAN COUNTY PROGRAM

Date of Publication: May 21, 2012

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The proposed amendment will **decrease** the General Administration funding by $187,702.97 and **allocate** funds evenly into the existing projects through Hidalgo County Precinct No. 3 and Precinct No. 4 to its Flood Drainage Improvement projects.

Accommodations for individuals with handicaps shall be provided upon request.
Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office or call (956) 787-8127.

WRITTEN COMMENTS CAN BE FORWARDED TO:
Diana R. Serna, Director
County of Hidalgo
Urban County Program
1916 Tesoro Boulevard
Pharr, Texas 78577

AI-32493 **Urban County 13. D.**

CC REGULAR

Meeting Date: 05/29/2012

Department Head: Carlos Jasso **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Presentation of the scoring grid (for the purpose of ranking by Hidalgo County Commissioner's Court) of at least three (3) professional engineering service firms from the County's approved "pool" as graded and evaluated by Hidalgo County Precinct No. 3, Urban County Program and Hidalgo County Purchasing Department in connection with Hidalgo County's Community Development Block Grant – Round 2.1 Disaster Recovery Funding for the Pct. 3 Flood Drainage Improvements Project known as the "Peñitas Drain." Texas General Land Office (GLO) Contract No. 12-406-000-6453.

Peñitas Drain

	Grade	Ranked
Javier Hinojosa Engineering	94.33%	
Hinojosa Engineering, Inc.	92 %	
Izaguirre Engineering Group	81 %	

BACKGROUND

The Peñitas Drain Project consists of Flood Drainage Improvements as needed in the Precinct No. 3 vicinity utilizing GLO-DR funds. The scope of work to be completed within the contract Period (December 31, 2015) given by GLO, improvements include community-level drainage infrastructure improvements to colonias as well as an associated outfall for storm drainage.

Attachments

Pct # Penitas Drain Grading Grid

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/23/2012 10:34 AM
Auditor's Office	Arcilia Duran	05/25/2012 12:09 PM
Purchasing Department	Marty Salazar	05/25/2012 01:46 PM

Form Started By: Mary Flores Started On: 05/23/2012 09:12 AM

Final Approval Date: 05/25/2012

Hidalgo County - Urban County Program
Hidalgo County Precinct No. 3
Disaster Recovery Project-Peñitas Drain
Engineering Professional Services
Flood & Drainage Facilities - Peñitas Drain Project
Grading Grid

CRITERIA	Javier Hinojosa Engineering			Hinojosa Engineering Inc.			Izaguirre Engineering Group		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Selection Criteria	20	20	18	20	20	18	15	20	18
Experience of Project Team	25	25	17	18	20	23	20	20	23
Experience/Availability of Project Manager	20	20	20	20	20	15	13	20	18
Understanding Projects	25	25	25	22	25	25	17	16	25
Familiarity w/Applicable Rules & Regulations	5	8	10	10	10	10	5	3	10
TOTALS	**95**	**98**	**90**	**90**	**95**	**91**	**70**	**79**	**94**
AVERAGES	**283 ÷ 3 = 94.33%**			**276 ÷ 3 = 92%**			**243 ÷ 3 = 81%**		
RANKING									

AI-32570 **Elections Administration 14. A.**

CC REGULAR

Meeting Date: 05/29/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Discussion and/or action, including but not limited to Elections updates
2. Discussion, consideration and action on amending Hidalgo County Courthouse Grounds Open Forum Policy to include additional site(s)

BACKGROUND

Attachments

policy

Form Review

Form Started By: Monica Badillo Started On: 05/25/2012 11:40 AM

Final Approval Date: 05/25/2012

Current

HIDALGO COUNTY
COURTHOUSE GROUNDS OPEN FORUM POLICY

PURPOSE:

The purpose of this policy is to designate the use of a site within the Hidalgo County Courthouse grounds as a place of public speech, political discussion, press conferences, and as a place where an individual or an organization can express their views on various topics.

APPLICABILITY:

This policy applies to individuals, to groups, and to organizations, public or private. This policy shall be administered in compliance with the authority granted to the Hidalgo County Commissioners' Court under the Texas Constitution and applicable state and federal laws.

SITE:

The designated site is limited to the Hidalgo County Courthouse grounds, specifically on the east side of the Courthouse in front of the Veterans Memorial. Use of the Veterans Memorial is restricted to ten (10) feet from the memorial (see Exhibit). Deviation from the designated area is prohibited for the purpose of this policy.

UTILIZATION:

All requests for the use of the Open Forum site shall be in writing and submitted to the Office of the Commissioners' Court Executive Officer. The request should describe the nature, the intent, and the estimated duration of the event. All requests shall be submitted two weeks prior to the scheduled event, and must be approved by the Executive Officer. In the event of multiple requests, approval for the use of the Open Forum site will be determined by order of receipt.

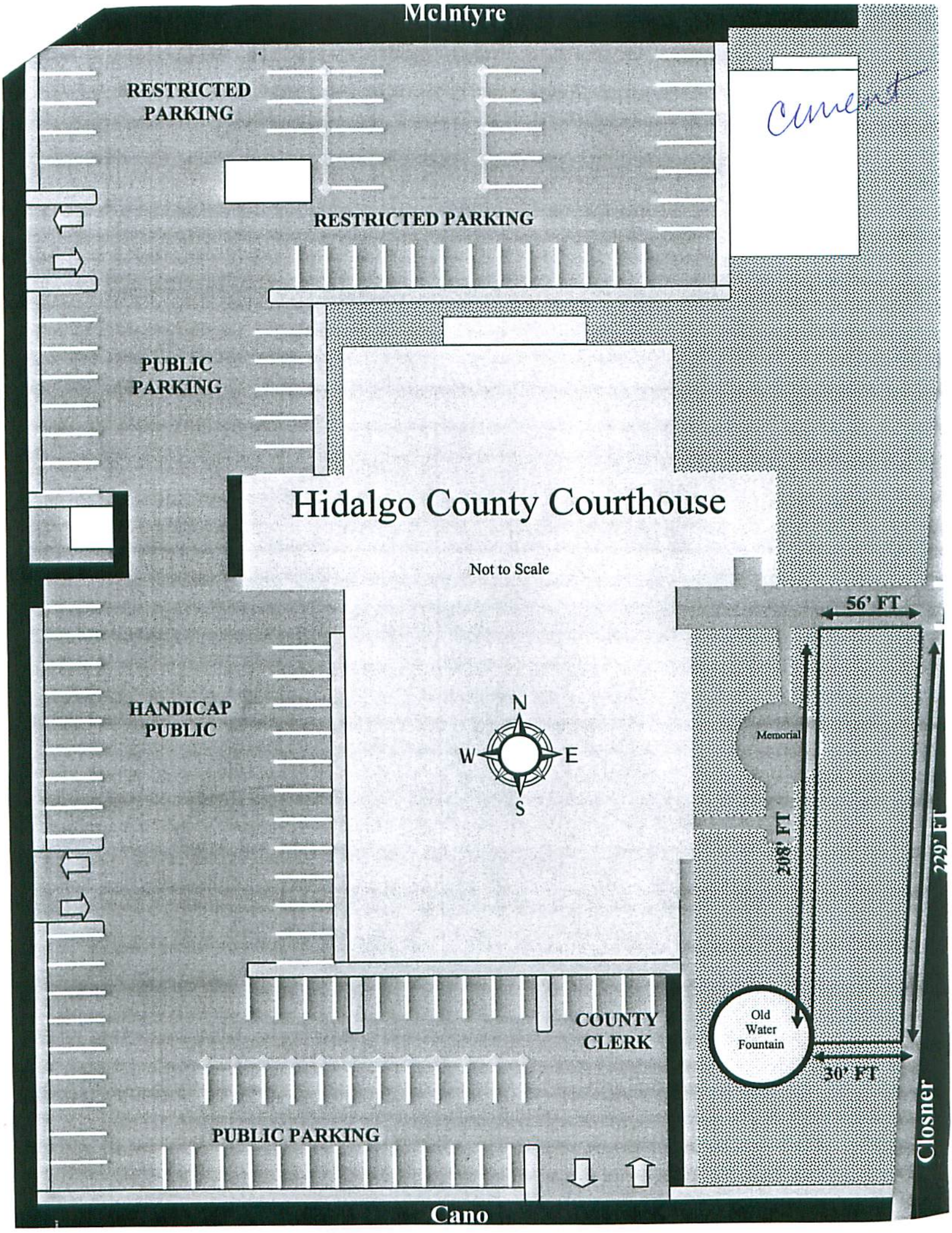
All requests shall be in strict compliance with applicable laws as well as all safety procedures and insurance requirements deemed necessary by Hidalgo County policies and the Executive Officer. Safety and security shall be paramount. In addition, all applicable permits, if any, as may be required by the City of Edinburg Texas and/or the Texas Department of Transportation shall also be submitted to the Executive Officer. Use of the Open Forum site shall in no way be disruptive to the day to day operations of Hidalgo County or to the services provided to the residents of Hidalgo County.

This policy shall in no way supersede any regulations and other requirements as imposed by the City of Edinburg Texas or the Texas Department of Transportation.

This policy is subject to modification by order of the Hidalgo County Commissioners' Court.

Approved by Commissioners' Court on August 12, 2008.

Revised August 12, 2008
Submitted by Commissioners' Court Executive Officer
Commissioners' Court Agenda – August 12, 2008


McIntyre
RESTRICTED PARKING
RESTRICTED PARKING
current
PUBLIC PARKING
Hidalgo County Courthouse
Not to Scale
HANDICAP PUBLIC
N
W
E
S
56' FT
Memorial
208' FT
229' FT
COUNTY CLERK
Old Water Fountain
30' FT
PUBLIC PARKING
Closner
Cano

AI-32538 **Head Start 15. A.**

CC REGULAR

Meeting Date: 05/29/2012

Department Head: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

1. Requesting Exemption from Competitive Bidding Under the Texas Local Government Code 262.024(a)(4) for Professional Services to Provide Medical, Dental and Mental Health Services to Head Start Children

2. Presentation of Responses Received for the Purpose of Commissioners' Court Accepting the Providers as "Qualified" in Order to Proceed to the Next Phase of the Procurement Process - Negotiating Contracts:

Medical, Dental and Mental Health Providers:

a. Medical RFQs #2012-001-04-11

Nuestra Clinica Del Valle, Inc.

b. Dental RFQs #2012-001-04-11

Mohammad H. Mirmohammadi
New Horizons Family Dentistry, PLLC
Texas Smiles Dental Center of Mission, PLLC
Nuestra Clinica Del Valle, Inc.

c. Mental Health RFQs #2012-002-04-11

Professional Counseling Services, PLLC
Anita Sandoval
Tony Guzman, DBA/Guzman & Associates
Esmeralda Meave
New Horizon Group, LLC, DBA New Horizon Behavior Health
Maricela Medrano

3. Approval to Enter into Contract (in a form approved by Legal Counsel) with all Professional Service Providers as Requested through the Hidalgo County Head Start Program's RFQs for Said Services and as Detailed Above Attached Hereto

BACKGROUND

)Policy Council Approval: 05.16.12

Attachments

RFQs Medical, Dental, Mental Health

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/24/2012 04:54 PM
Auditor's Office	Arcilia Duran	05/25/2012 02:00 PM
Purchasing Department	Monica Badillo	05/25/2012 03:31 PM
Form Started By: Linda Galaviz		Started On: 05/24/2012 09:03 AM

Final Approval Date: 05/25/2012

Hidalgo County Head Start Program
Policy Council Agenda

DATE: May 16, 2012

SUBJECT: 1. Requesting Exemption from Competitive Bidding Under the Texas Local Government Code 262.024 (a)(4) for Professional Services to Provide Medical, Dental and Mental Health Services to Head Start Children.

2. Presentation of Responses Received for the Purpose of Commissioners' Court Accepting the Providers as "Qualified" in Order to Proceed to the Next Phase of the Procurement Process-Negotiating Contracts:

a. **Medical RFQ #2012-001-04-11**

Nuestra Clinica Del Valle, Inc.

b. **Dental RFQ #2012-001-04-11**

Mohammad H. Mirmohammadi	New Horizons Family Dentistry, PLLC
Texas Smiles Dental Center of Mission, PLLC	Nuestra Clinica Del Valle, Inc.

c. **Mental Health #2012-002-04-11**

Professional Counseling Services, PLLC.	Anita Sandoval	Tony Guzman, DBA/Guzman & Associates
Esmeralda Meave	Maricela Medrano	New Horizon Group, LLC., DBA/ New Horizon Behavioral Health

2. Approval for Head Start to Negotiate Contracts (in a form approved by Legal Counsel) for all the Professional Services Providers as Requested through the Hidalgo County Head Start Program's RFQ for said Services and as Detailed Above Attached Hereto.

RATIONALE/NEED: Administration needs to obtain medical, dental and mental health services for all Head Start children for the next school year.

RECOMMENDATION: Administration recommends approval

COST: Head Start funds for this project are available.
Medical/Dental Services: Account 19-5252-20-10000-305
Mental Health Services: Account 19-5256-20-10000-305

RELATED INFORMATION INCLUDED: Memo/Grading-Scoring/Contract

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores .

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director

DATE: May 7, 2012

SUBJ: RFQ Recommendations

The Request for Qualification (RFQ) for Health & Dental and Mental Health Services were received on April 11, 2012. These Request for Qualifications were reviewed by the Procurement Department, Health Services and Mental Health Services Departments (see attached department memos).

Each department has submitted their recommendations of the providers to be approved for services to the Head Start Program for the next school year starting in August 2012. These providers meet the requirements.

Attached is a summary by category of all the providers that are being recommended.

Should you have any questions please call me. Thank you.

Hidalgo County Head Start Program

P.O Box 0117 Edinburg, Texas 78540-0117

To: Mr. Ambrosio Tovar

From: Ms. Lupita Valdez, Health Services Director

Date: May 7, 2012

Cc: Ms. Teresa Flores, Executive Program Director
Ms. Nora Munoz, Assistant Program Director
Mr. Edmundo Garcia, Assistant Program Director

The Request for Qualifications packets has been reviewed. I would like to advise you the following providers are recommended for the 2012-2013 Hidalgo County Head Start school year.

Medical: Nuestra Clinica Del Valle

Dental: Mohammad H. Mirmohammadi
Texas Smiles Dental Center of Mission
New Horizon Family Dentistry
Nuestra Clinica Del Valle

Mental Health: Professional Counseling Services, PLLC
Esmeralda Meave
Anita Sandoval DBA/Positive Awakenings Counseling Ctr.
Maricela Medrano/Fina's Helping Hands
Tony Guzman DBA/Guzman & Associates
New Horizon Group, LLC., DBA/New Horizon Behavioral Health

Should you have any questions, please do not hesitate to contact me. Thank you for your prompt attention to this matter.

LV/jp

Hidalgo County Head Start Program
Health Services Department

Medical & Dental RFQ 2012-001-04-11

Name of Provider HEALTH / DENTAL	Professional Qualifications 20 Available	Experience of Project Manager 25 Available	Experience/ Availability of Project Manager 20 Available	Understanding of Project 25 Available	Familiarity with Applicable Rules and Regulation 10 Available	Total
Mohammad H. Mirmohammadi	20	25	20	25	10	100
Texas Smiles Dental Center of Mission, PLLC	20	25	20	25	10	100
New Horizons Family Dentistry, PLLC	20	25	20	25	10	100
Nuestra Clinica Del Valle, Inc	20	25	20	25	10	100

Hidalgo County Head Start Program
Health Services Department

Mental Health RFQ 2012-002-04-11

Name of Provider MENTAL HEALTH	Professional Qualifications 20 Available	Experience of Project Manager 25 Available	Experience/ Availability of Project Manager 20 Available	Understanding of Project 25 Available	Familiarity with Applicable Rules and Regulation 10 Available	Total
Professional Counseling Servicies, PLLC	20	25	20	25	10	100
Esmeralda Meave	20	25	20	25	10	100
Maricela Medrano/Fina Helping Hands	20	25	20	25	10	100
New Horizon Group LLC, New Horizon Behavioral Health	20	25	20	25	10	100
Tony Guzman DBA Guzman & Associates	20	25	20	25	10	100

CONTRACT FOR SERVICES
MEDICAL AND DENTAL
C-12-001-05-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **August , 2012** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____(hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as maybe mutually agreed to by the parties. This Agreement terminates on the **31st** day of **July, 2013** or as provided herein.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examine and treat the program participants on the terms and conditions hereinafter set forth; and

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

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the "Services") provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated.

Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
Attn: Mrs. Elma Keller, Finance Director
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent contractor and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written by notice to the other party. Proper Notice shall be submitted through certified letter to:

If to Program: Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

If to Provider: _____
_____
_____

6. Provider agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Termination. The Program may terminate the Contract without cause on thirty (30) days written notice.

8. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform Services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting

from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the Hidalgo County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hdalgo County and the Program, any such claim(s) or action(s).

D. 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 performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

D-A-F-T

H. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the Program under this Agreement, the Program may terminate this Agreement upon ninety (90) days written notice to Provider. Program agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).

I. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

J. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

K. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of

each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

DRAFT

Exhibit A

Description of Services – Medical Service

The provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by Head Start.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

Provider shall provide copies of records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The services provided by the Provider will include the following and in addition all services will be provided on schedule with Head Start 1304:

1. The provider will perform a complete physical examination (head to toe assessment) at his/her respective practice or center site on the initial visit. The form **"PROJECT HEAD START: PHYSICAL EXAM AND ASSESSMENT"** will be shown with date of exam, signature of the Provider, referral and or treatment.
2. Any "abnormal findings" or "not evaluated" will be accompanied by an explanation
3. Minor acute illnesses will be referred to their own family physician, if none is available, clients will be treated on site and follow-up appointment made for a later date.
4. Chronic illnesses or other abnormalities encountered will be referred for further evaluation or treatment.
5. ALL MEDICAID CHILDREN WILL RECEIVE AN EXAM AS PER THE EPSDT MEDICAL PROCEDURES SCHEDULED BY AGE. (Medicaid Provider Procedure Manual)
6. Physical findings, treatments and or referrals will be discussed with parents upon completion of examination.
7. Confidentiality of medical records will be maintained in accordance of examination.
8. Upon completion of **"HEAD START: PHYSICAL EXAM AND ASSESSMENT"** signature of provider and date will be written on the bottom page. RECOMMENDATIONS will be written accordingly. Remit a copy to the HIDALGO COUNTY HEAD START PROGRAM, a copy for the Provider's records and a copy to the parent. The same procedure will follow the same for a Texas Health Step exam.
9. The Provider's statement, which lists the child's name / center and the total cost of the exam provided, is to be returned to HIDALGO COUNTY HEAD START PROGRAM for payment. Six (6) weeks may be required for processing payment.
10. The total number of children provided medical services will be submitted to the HIDALGO COUNTY HEAD START PROGRAM with the provider's name after every examination day.
11. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associated must be in HIPPA Compliance.

HIDALGO COUNTY HEAD START PROGRAM will be responsible to:

1. Encourage the child's parent to be present during physical exam. If parent is unable to attend, a brief medical history will be obtained from parent.
2. Provide **"PROJECT HEAD START: PHYSICAL EXAM AND ASSESSMENT"** form with child's name and address.
3. Schedule a minimum of twenty (20) patients for physical exams, when clinics are to be held at center site.

Exhibit A

Description of Services – Dental Health Services

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by Head Start.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

Provider shall provide copies of records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The services provided by the Provider will include the following and in addition all services will be provided on schedule with Head Start 1304:

1. The provider will perform a complete and comprehensive dental examination at this/her respective practice on the initial visit. The **"Dental Health Form"** will be shown with date of exam, signature of the Provider referral and or treatment done.

2. A complete and comprehensive dental examination-on the initial examination the dentist will provide a complete examination as agreed to by Medicaid every twelve (12) months. The examination will consist of:
    a. A visual examination
    b. X-Rays
    c. Prophylaxis (cleaning)
    d. Nutritional Counseling
    e. Behavior management, if necessary.
3. Periodic Oral Examination-Every six (6) months the child must receive a periodic oral examination as agreed to by Medicaid guidelines.
4. Referral – if abnormality arises and provider is not able to treat the condition, the parent will be notified as soon as abnormality is found or detected and the parent will be given the opportunity to select a specialist (if such an option is available) in the appropriate dental field from a roster of recommended "List of Providers" by the dental provider.
5. Confidentiality of medical records will be maintained in accordance of examination.
6. Upon completion of **"HEAD START: Dental Health Form"** signature of provider and date will be written on the bottom page. RECOMMENDIATONS will be written accordingly. Remit a copy to the HIDALGO COUNTY HEAD START PROGRAM, a copy for the Provider's records and a copy to the parent. The same procedure will follow for a Texas Health Step Exam.
7. The Provider's statement, which lists the child's name/center and the total cost of the exam provided is to be returned to HIDALGO COUNTY HEAD START PROGRAM for payment. Six (6) weeks may be required for processing payment.
8. The total number of children provided dental services will be submitted to the HIDALGO COUNTY HEAD START PROGRAM with the provider's name after every examination day.
9. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business associated must be in HIPPA compliance.

HIDALGO COUNTY HEAD START PROGRAM will be responsible to:

1. Encourage the child's parent to be present during dental exam. If parent is unable to attend, a brief medical history will be obtained from parent.
2. Provide **"HEAD START: Dental Health Form"** with child's name and address.

CONTRACT FOR SERVICES
MENTAL HEALTH
C-12-002-05-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **August , 2012** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____(hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as maybe mutually agreed to by the parties. This Agreement terminates on the **31st** day of **July, 2013** or as provided herein.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examine and treat the program participants on the terms and conditions hereinafter set forth; and

WHEREAS, the Provider and the Program mutually desire to outline their individual responsibilities with respect to the use and /or disclosure, safeguarding, and transmission of

Protected Health Information ("PHI") and electronic Protected Health Information ("ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the "Services") provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated.

Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and

information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
Attn: Mrs. Elma Keller, Finance Director
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent contractor and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this

contract at any time for any reason or no reason at all upon thirty (30) days prior written by notice to the other party. Proper Notice shall be submitted through certified letter to:

If to Program: Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

If to Provider: _____
_____
_____

6. Provider agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Termination. The Program may terminate the Contract without cause on thirty (30) days written notice.

8. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform Services for the Program under this Agreement shall be bound by the provisions of the terms of this

Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing Services hereunder through or for Provider. Upon written notice from the Hidalgo County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and the Program, any such claim(s) or action(s).

D. 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 performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the Program under this Agreement, the Program may terminate this Agreement upon ninety (90) days written notice to Provider. Program agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).

I. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

J. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

K. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of

L. Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ
By: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

Exhibit A

Description of Mental Health Services

The providers shall in a satisfactory and proper manner, as determined by the Program, perform the following Behavioral Health Services on an "as needed basis".

(a) Assist in planning mental program activities.
(b) Provide workshop/in-service training on mental health topics to Head Start staff/parents
(c) Perform Classroom Observations.
(d) **Submit a typed written report on findings and recommendations to the Head Start Program two weeks from date of referral.**
(e) Provide Developmental Evaluation for children to determine nature of problem and / or rule out medical problems.
(f) Provide individual and / or family counseling to those Head Start Children and Families that are referred.
(g) Advise in the utilization of other community resources and referrals.
(h) A summary report of services rendered will be submitted to the Head Start Program on a monthly basis and at the completion of therapy.
(i) Indemnification – The contractor agreed to indemnify and hold harmless the Program, it's director, officers, employees, servants, and agents for any and all reasonable expenses, claims lawsuits, and judgments which may incur as a result of any negligence on malpractice of the part of the provider in rendering services contemplated by this agreement.

The program shall furnish the following services, date and information to Provider:

(a) A completed referral on children exhibiting atypical and emotional behaviors **are referred by site staff r parental concern.**
(b) Information released on a referral form will remain specific to the need for referral and services being requested.
(c) The program will identify and provide names of children referred whose families have health insurance of Medicaid. The provider will submit insurance on Medicaid claims directly to insurance companies for services provided to minimize coast reimbursement due to Program.

TERMS ON CONTRACT:

1. The provider shall commence services on, August 2012 and shall complete services no later than July 2013. **NOTE**: All initial referrals to be assessed within five (5) days of the date of referral.
2. The contract may be terminated by either party by providing thirty (30) days written notice to the other party.
3. Confidentiality: Each part5y shall maintain the confidentiality of information of the records of "Covered Person" in accordance with applicable state and federal laws and regulations of other applicable laws, and shall not divulge or release such information, Except as permitted by law and in accordance with a validity executed written release or upon lawful order of a court or public authority which order right to business. In the event of any such disclosure, the disclosing party shall immediately notify the other party in writing, detailing the circumstances and extent of such disclosure.
4. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must in HIPPA Compliance.

IN – KIND SERVICE BY CONTRACTOR:

1. The provider will provide the Program with a monthly listing of the following in-kind services provided when deemed appropriate:

   (a) Classroom Observation and recommendation

   (b) Developmental evaluation

   (c) Individual / family counseling (per hour)

   (d) Workshop / In-Service / Training

AI-32540 **Head Start 15. B.**

CC REGULAR

Meeting Date: 05/29/2012

Department Head: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under Texas Local Government Code 262.024(a)(4): a professional service;

2. Presentation of the responses received and meeting the scoring criteria in connection with the RFQs for Special Services for Head Start Children in order that Commissioners' Court to rank as "Qualified" (as reflected by the scoring grids contained herein) in order to proceed to the next phase of the procurement process (i.e. negotiating contracts):

Special Services RFQs

Best Care Physicals Therapy, PC DBA/ Advance Therapy Solutions
Mercy Rehab Service, Inc.
Acovill Management Co. LLC DBA/Kids In Action Therapy
QTP II, Inc. DBA/ Quality Therapy Provider
Faz Labasbas, LLC., DBA/Weslaco Therapy Center
Kidspeech, Inc.
RGV Enterprises, LLC, DBA/Little All Stars Children's Rehab
Sign Language Services
RGV's Training Wheels Therapy Clinic
Building Bridges Therapy Clinic, LLC.
NTC Partners, LLC. DBA/Therapy Works Rehab Services
Cheers Therapy Center, LLC
Nissi Therapy Center of Edinburg, LLC. DBA/ High Point Therapy Center
Therapy Zone, PLLC.
SAB & Associates, LLC. DBA/Kid Abilities Children's Rehab
Thera Care Rehab Services, PLLC.
Eccleage Therapy, LLC., DBA/Bambinos Pediatric Rehab
Melody's Kids Care, LLC.
Best Beyond Expectations Speech Therapy, LLC.
Bright Therapy Solutions, LLC.
Tauro Investments, DBA/Kids Zone Children's Rehab
Risas y Rayones Rehab Services
Dynamic Rehab Group, DBA/Dynamic Children Therapy Services
Therapeutic Rehabilitation Center, LLC.
Children's Speech & Language Center, PLLC.
Valley Therapy Center, Inc.
Leaps And Bounds Pediatric Rehab Center, Inc.
Skill Builders Rehabilitation, LLC.
Famber Group, LLC., DBA/Mission Rehabilitation Services
Head 2 Toe Rehab, Inc.
Optimum Kids, LTD DBA/Alton Rehab Center

Lifespan Rehabilitation Center, LLC.
Renaissance Outpatient Rehab Center, LLC., DBA/Kids Korner
ProCare Therapies, PC.
Children's Care Rehabilitation Center

3. Approval for Head Start to negotiate contracts (in a form approved by Legal counsel) with all "ranked as qualified" Professional Services Providers (listed herein & above).

BACKGROUND

Policy Council Approval: 05.16.12

Attachments

RFQs Special Services

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/24/2012 04:54 PM
Auditor's Office	Arcilia Duran	05/25/2012 02:02 PM
Auditor's Office	Arcilia Duran	05/25/2012 02:02 PM
Purchasing Department	Marty Salazar	05/25/2012 02:25 PM

Form Started By: Linda Galaviz Started On: 05/24/2012 09:18 AM

Final Approval Date: 05/25/2012

Hidalgo County Head Start Program
Policy Council Agenda

DATE: May 16, 2012

SUBJECT: 1. Requesting Exemption from Competitive Bidding Under the Texas Local Government Code 262.024 (a)(4) for Professional Services to Provide Medical, Dental and Mental Health Services to Head Start Children.

2. Presentation of Responses Received for the Purpose of Commissioners' Court Accepting the Providers as "Qualified" in Order to Proceed to the Next Phase of the Procurement Process-Negotiating Contracts:

a. **Medical RFQ #2012-001-04-11**

Nuestra Clinica Del Valle, Inc.

b. **Dental RFQ #2012-001-04-11**

Mohammad H. Mirmohammadi	New Horizons Family Dentistry, PLLC
Texas Smiles Dental Center of Mission, PLLC	Nuestra Clinica Del Valle, Inc.

c. **Mental Health #2012-002-04-11**

Professional Counseling Services, PLLC.	Anita Sandoval	Tony Guzman, DBA/Guzman & Associates
Esmeralda Meave	Maricela Medrano	New Horizon Group, LLC., DBA/ New Horizon Behavioral Health

2. Approval for Head Start to Negotiate Contracts (in a form approved by Legal Counsel) for all the Professional Services Providers as Requested through the Hidalgo County Head Start Program's RFQ for said Services and as Detailed Above Attached Hereto.

RATIONALE/NEED: Administration needs to obtain medical, dental and mental health services for all Head Start children for the next school year.

RECOMMENDATION: Administration recommends approval

COST: Head Start funds for this project are available.
Medical/Dental Services: Account 19-5252-20-10000-305
Mental Health Services: Account 19-5256-20-10000-305

RELATED INFORMATION INCLUDED: Memo/Grading-Scoring/Contract

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores .

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director

DATE: May 7, 2012

SUBJ: RFQ Recommendations

The Request for Qualification (RFQ) for Special Services were received on April 11, 2012. These Request for Qualifications were reviewed by the Procurement Department and Special Services Department (see attached department memos).

The department has submitted their recommendations of the providers to be approved for services to the Head Start Program for the next school year starting in August 2012. These providers meet the requirements.

We have thirty-five (35) providers being recommended. In comparison, we have forty three (43) Head Start Centers throughout the County. This would allow the opportunity of selecting the providers closest to each center to avoid long distance travel for the children.

Attached is a summary of the providers that are being recommended.

Should you have any questions please call me. Thank you.

HIDALGO COUNTY HEAD START PROGRAM
P.O. BOX 0117
EDINBURG, TX 78540-0117
TEL. (956) 383-0706 FAX (956) 380-2588

To: Ambrosio Tovar, Procurement Director

From: Connie Horta, Special Services Director

Subject: RFQ Recommendations

Date: May 7, 2012

The RFQ packets have been reviewed. The following list of providers is being recommended for the 2012/2013 school year.

If you have any questions, please feel free to call 380-4192- or 380-4170.

Mercy Rehab Service, Inc.	NTC Partners, LLC., DBA/ Therapy Works Rehab Services	Famber Group, LLC., DBA/ Mission Rehabilitation Services
Sign Language Services	Nissi Therapy Center of Edinburg, LLC., DBA/ High Point Therapy Center	Leaps And Bounds Pediatric Rehab Center, Inc.
Renaissance Outpatient Rehab Center, LLC., DBA/ Kids Korner	SAB & Associates, LLC., DBA Kid-Abilities Children's Rehab	ProCare Therapies, PC.
Best Care Physicals Therapy, PC DBA/ Advance Therapy Solutions	Bright Therapy Solutions, LLC.	Optimum Kids, LTD DBA/ Alton Rehab for Kids
Kidspeech, Inc.	Risas y Rayones Rehab Services	Children's Care Rehabilitation Center
Building Bridges Therapy Clinic, LLC.	Eccleage Therapy LLC., DBA/ Bambinos Pediatric Rehab	Dynamic Rehab Group, DBA/ Dynamic Children Therapy Solutions
Acovill Management Co., LLC DBA/ Kids In Action Therapy	Therapeutic Rehabilitation Center, LLC.	Children's Speech & Language Center, PLLC
Thera Zone, PLLC	Best Beyond Expectations Speech Therapy, LLC.	Head 2 Toe Rehab, Inc.
QTP II Inc., DBA/ Quality Therapy Providers	Valley Therapy Center, Inc.	Lifespan Rehabilitation Center, LLC.
Therapy Care Rehab Services, PLLC	Skill Builders Rehabilitation, LLC.	Faz Labasbas, LLC., DBA / Weslaco Therapy Center
Cheers Therapy Center, LLC.	Tauro Investments, DBA/ Kids Zone Children's Rehab	RGV Enterprises, LLC., DBA Little All Stars Children's Rehab
RGV'S Training Wheels Therapy Clinic	Melody's Kids Care, LLC.	

Hidalgo County Head Start Program

RFQ No 2012-003-04-11

Name of Provider	Professional Qualifications 20 Available	Experience of Project Manager 25 Available	Experience/ Availability of Project Manager 20 Available	Understanding of Project 25 Available	Familiarity with Applicable Rules and Regulation 10 Available	Total 100
Mercy Rehab Service, Inc.	18	25	20	25	10	98
Sign Language Services	20	25	20	25	10	100
Kidz at Play Rehab Services, LLC	0	0	0	0	0	0
Best Care Physicals Therapy, PC DBA Advanced Therapy Solutions	20	15	15	15	10	75
Kidspeech, Inc.	20	25	20	25	10	100
Building Bridges Therapy Clinic, LLC	20	20	20	20	5	85
Acovill Management Co., LLc DBA Kids in Action Therapy	20	25	20	25	10	100
Therapy Zone, PLLC	10	25	20	25	8	88
QTP II Inc., DBA Quality Therapy Providers	20	25	20	25	5	95
Thera Care Rehab Services, PLLC	5	25	20	15	5	70
Cheers Therapy Center, LLC	20	20	20	20	5	85
Faz Labasbas, LLC., DBA Weslaco Therapy Center	15	25	20	25	5	90

Hidalgo County Head Start Program

RFQ No 2012-003-04-11

Name of Provider	Professional Qualifications 20 Available	Experience of Project Manager 25 Available	Experience/ Availability of Project Manager 20 Available	Understanding of Project 25 Available	Familiarity with Applicable Rules and Regulation 10 Available	Total 100
RGV Enterprises, LLC., DBA Little All Stars Children's Rehab	15	25	20	15	5	80
Melody's Kids Care, LLC.	15	25	20	25	10	95
RGV's Training Wheels Therapy Clinic	15	25	20	25	5	90
NTC Partners, LLC., DBA Therapy Works Rehab Services	20	25	20	25	10	100
Nissi Therapy Center of Edinburg, LLC., DBA High Point Therapy Center	15	20	20	20	5	80
SAB & Associates, LLC., DBA Kid-Abilities Children's Rehab	10	25	20	15	5	75
Bright Therapy Solutions, LLC	10	25	20	25	5	85
Risas y Rayones Rehab Services	5	25	20	25	5	80
Eccleage Therapy LLC., DBA Bambinos Pediatric Rehab	15	20	20	20	10	85
Therapeutic Rehabilitation Center, LLC	20	20	20	20	5	85
Best Beyond Expectations Speech Therapy, LLC	20	25	20	25	5	95
Valley Therapy Center, Inc.	15	25	20	25	5	90

Hidalgo County Head Start Program

RFQ No 2012-003-04-11

Name of Provider	Professional Qualifications 20 Available	Experience of Project Manager 25 Available	Experience/ Availability of Project Manager 20 Available	Understanding of Project 25 Available	Familiarity with Applicable Rules and Regulation 10 Available	Total 100
Skill Builders Rehabilitation, LLC	20	20	20	20	0	80
Tauro Investments, DBA Kids Zone Children's Rehab	10	25	20	25	5	85
Dynamic Rehab Group, DBA Dynamic Children Therapy Services	10	25	20	25	5	85
Children's Speech & Language Center, LLC	20	20	20	20	5	85
Head 2 Toe Rehab, Inc.	20	25	20	25	5	95
Lifespan Rehabilitation Center, LLC	20	25	20	25	5	95
Famber Group, LLC., DBA Mission Rehabilitation Services	20	20	20	20	5	85
Leaps and Bounds Pediatric Rehab Center, Inc.	15	20	20	20	5	80
Pro Care Therapies, PC	15	25	20	25	5	90
Optimum Kids, LTD DBA Alton Rehab for Kids	20	20	20	20	5	85
Renaissance Outpatient Rehab Center, LLC., DBA Kids Korner	5	25	20	15	5	70
Children's Care Rehabilitation Center	20	25	20	25	5	95

CONTRACT FOR SERVICES
DISABILITY
C-12-003-05-30

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **August , 2012** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____(hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as maybe mutually agreed to by the parties. This Agreement terminates on the **31st** day of **July, 2013** or as provided herein.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examine and treat the program participants on the terms and conditions hereinafter set forth; and

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

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the "Services") provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated.

Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

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3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
Attn: Mrs. Elma Keller, Finance Director
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent contractor and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written by notice to the other party. Proper Notice shall be submitted through certified letter to:

If to Program: Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

If to Provider: _____
_____
_____

6. Provider agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Termination. The Program may terminate the Contract without cause on thirty (30) days written notice.

8. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform Services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or

alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the Hidalgo County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and the Program, any such claim(s) or action(s).

D. 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 performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

DRAFT

H. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the Program under this Agreement, the Program may terminate this Agreement upon ninety (90) days written notice to Provider. Program agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).

I. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

J. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

K. Provider must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

DRAFT

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

(a) Physical Therapy & Evaluation
(b) Occupational Therapy & Evaluation
(c) Speech Therapy & Evaluation
(d) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
(e) Assessment Report
(f) Head Start Diagnostic Report
(g) Eligibility and Determination Form
(h) Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance.

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

Provider shall provide copies of children records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The Hidalgo County Head Start Program agrees to ensure that:

(a) Consent/release; social case history; medical referral are completed;
(b) Transportation of clients to and from the Provider is arranged as deemed necessary;
(c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

The transition phase of any child into or out of the Head Start Program will be met by working closely together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.

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AI-32464 **Precinct #2** **16. A.**

CC REGULAR

Meeting Date: 05/29/2012

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct 2 TXDOT (1315):
Approval of payment to TXDOT as requested in the TXDOT letter dated 5/8/12 in the amount of $62,500.00 for additional engineering and environmental costs beyond the originally estimated cost in the advanced funding agreement (CSJ #0921-02-169) for the Nolana Loop Project. Also requesting authority for County Treasurer to issue check after review and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 2-1315-431-00-122-081-0-731

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

BUDGETARY IMPACT:

Funding availability is pending interfund transfer (AI-32462) in the amount of $62,500.00 from 2-1339-431-00-122-034-0-742. Funding available for transfer as of 5/21/12.

Attachments

Request of Payment Letter
Original AFA (CSJ# 0921-02-169)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/21/2012 01:33 PM
Roland Garcia	Rolando Garcia	05/24/2012 02:32 PM
Auditor's Office	Arcilia Duran	05/25/2012 01:23 PM
Purchasing Department	Marty Salazar	05/25/2012 01:43 PM

Form Started By: Dale Kennan Started On: 05/21/2012 11:41 AM

Final Approval Date: 05/25/2012

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

May 8, 2012

RECEIVED
MAY 08 2012
COUNTY JUDGE

Honorable Ramon Garcia
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78540

RE: **Advance Funding Agreement**
Nolana Loop from FM 1426 to FM 88
CSJ#0921-02-169

Dear Judge Garcia:

As shown on the Advance Funding Agreement (AFA) under "Local Project Source and Uses of Funds" the County is responsible for any additional funding determined by the State (Article 3. F – Page 2 of AFA). The County's participation for Preliminary Engineering and Environmental Direct State Costs for this project was not included in the original AFA and is a required expense of the Local Government. The estimate for this is $62,500. To date $18,796.77 has been charged to this project for this item. **Please submit a check in the amount of $62,500 made payable to the "Texas Department of Transportation Trust Fund" no later than June 1, 2012 to cover these costs.**

Should you have any questions or concerns, please feel free to contact our Director of Transportation Planning and Development, Homero Bazan, Jr., P.E. or me, at (956) 702-6100.

Sincerely,

2-1315-431-00-122-081-0-731

Mario R. Jorge, P.E.
Pharr District Engineer

HIDALGO COUNTY
BUDGET O
MAY 15 PM 1:26

Attachment

cc: Homero Bazan, Jr., P.E., Director of Transportation Planning and Development
Valente Olivarez, P.E., Pharr Area Engineer
Project File

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

August 18, 2006

Honorable Ramon Garcia
County Judge, County of Hidalgo
P.O. Box 1356
Edinburg, Texas 78540

ATTN: Mr. Valde Guerra, Hidalgo County Budget Officer

RE: Executed Advance Funding Agreement
CSJ: 0921-02-169
Project: Nolana Loop

Dear Judge Garcia:

Enclosed for your records is a fully executed Advance Funding Agreement between the State of Texas and the County of Hidalgo for the Nolana Loop Project from FM 1426 to FM 88. With the County managing the project and TxDOT just providing oversight and reimbursement of eligible expenses, please be reminded that there are specific requirements in the agreement regarding items such as procurement of professional services and right-of-way acquisition that must be adhered to.

In our oversight role, we will need to review and approve your consultant selection process, the selected consultant's fee, and all other expenses that will be submitted for reimbursement prior to the costs being incurred. Note also that reimbursement submittals will need to include documentation of actual costs, evidence of the work performed, and proof that the work has already been paid for by the County. Any costs incurred prior to TxDOT's signature date on the agreement will not be eligible for reimbursement.

If you have any questions, please feel free to contact myself or our District Design/Bridge Engineer, Mr. Jody R. Ellington, P. E., at (956) 702-6100.

Sincerely,

Mario Jorge, P. E.
Pharr District Engineer

Enclosures

cc: Hector Gonzalez, P.E.
Jody Ellington, P.E.
District File

HIDALGO COUNTY
BUDGET OFFICE
2006 AUG 23 AM 10 46

Pct 1 & Pct 2

ORIGINAL

CSJ #0921-02-169
District # Pharr (021)
Code Chart 64 # 50109
Project: Nolana Loop

STATE OF TEXAS §

COUNTY OF TRAVIS §

LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For An Off-System Roadway Project

THIS AGREEMENT (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and the County of Hidalgo, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order 110266, authorizing the State to undertake a highway improvement generally described as the Nolana Loop from FM 1426 to FM 88, Hidalgo County and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated June 6, 2006 which is attached hereto and made a part hereof as Attachment "A" for the Nolana Loop at the location shown on the Map in Attachment "B" hereinafter referred to as the Project.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. **Period of the Agreement**
   This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. **Scope of Work**
   Schematics, public involvement, environmental impact studies, plan preparation and right of way acquisition.

3. *Local Project* Sources and Uses of Funds

a. The total estimated cost of the Project is shown in the Project Budget - Attachment "C" which is attached hereto and made a part hereof. The expected cash contributions from the federal or State government, the Local Governments, or other parties is shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. Any work done prior to federal authorization will not be eligible for reimbursement. It is the Local Government's responsibility to verify with the State that the Federal Letter of Authority has been issued for the work covered by this Agreement.

b. This project cost estimate shows how necessary resources for completing the project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

c. The State will be responsible for securing the Federal and State share of the funding required for the development of the local project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

d. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement.

e. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project.

f. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

g. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State Project.

h. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party.
If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.

i. The State will not pay interest on any funds provided by the Local Government.

j. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local project, unless this Agreement is terminated at the request of the Local Government prior to completion of the project.

k. If the project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in

Attachment "C" will clearly state the amount of the fixed price or the incremental payment schedule.

l. If the Local government is an Economically Disadvantaged County and if the Texas Transportation Commission has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

m. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

4. Termination of this Agreement

This Agreement shall remain in effect until the project is completed and accepted by all parties, unless:

a. the Agreement is terminated in writing with the mutual consent of the parties;
b. the Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
c. the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project.

5. Amendments

Amendments to this Agreement due to changes in the character of the work or terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. Unless determined to be a compensable utility eligible for reimbursment, the Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

a. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
b. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
c. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
d. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this project.
e. The Local Government shall provide the State with written certification from appropriate regulatory agency(ies) that identified environmental problems have been remediated.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for all projects subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services.

The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges,* and the special specifications and special provisions related thereto.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases.

Professional services contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

Not applicable at this time.

12. Project Maintenance

Not applicable at this time.

13. Right of Way and Real Property

The Local Government is responsible for the provision and acquisition of any needed right of way or real property.

If the Local Government is eligible and seeking reimbursement for Right of Way and Real Property Acquisition, the following additional requirements apply:

A. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

B. In the event real property is donated to the Local Government after the execution date of the Local Transportation Project Advanced Funding Agreement and the State's issuance of a letter of funding authority, the Local Government shall not use the fair market value of the donated property as matching funds towards the Local Government's financial share of this project. The State will not reimburse the Local Government for any real property acquired before the execution date of the Local Transportation Project Advanced Funding Agreement and the State's issuance of a letter of funding authority.

C. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for concurrence prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

D. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values (ROW-A-10) so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land taken, with itemization of improvements taken, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and will base its reimbursement for parcel acquisitions on these values.

E. Reimbursement for eligible items will be made to the Local Government in accordance with the Federal, State and Local Government participation shown in Attachment "C". Reimbursement for real property costs will be based on the State's predetermined value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, court costs and expenses incurred in condemnation proceedings, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses. Attached Exhibit "A" Provides a Breakdown of Items eligible for reimbursement.

14. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government:	**State:**
Honorable Ramon Garcia Hidalgo County Judge P.O. Box 1356 Edinburg, Texas, 78520	Mr. Mario Jorge, P.E. Pharr District Engineer 600 W. US 83 Expressway P.O. Box 1717 Pharr, Texas 78577-1717

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party.

Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

15. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government.

18. Compliance with Laws

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

21. Procurement and Property Management Standards
The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records
The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Office of Management and Budget (OMB) Audit Requirements
The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

24. Civil Rights Compliance
The Local Government shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

25. Disadvantaged Business Enterprise Program Requirements
The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

26. Debarment Certifications
The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification in accordance with Title 49 CFR Part 29 (Debarment and Suspension).

27. Lobbying Certification
In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
b. If any funds other than 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the individual projects and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 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.

28. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

29. Signatory Warranty

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

CSJ #0921-02-169
District # Pharr (021)
Code Chart 64 # 50109
Project: Nolana Loop

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

Name

APPROVED BY
COMMISSIONERS' COURT
ON: June 06, 2006

Honorable Ramon Garcia, Hidalgo County Judge
Printed Name and Title

Date

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

Janice Mullenix
Director of Contract Services Section
Office of General Counsel
Texas Department of Transportation

August 15, 2006
Date

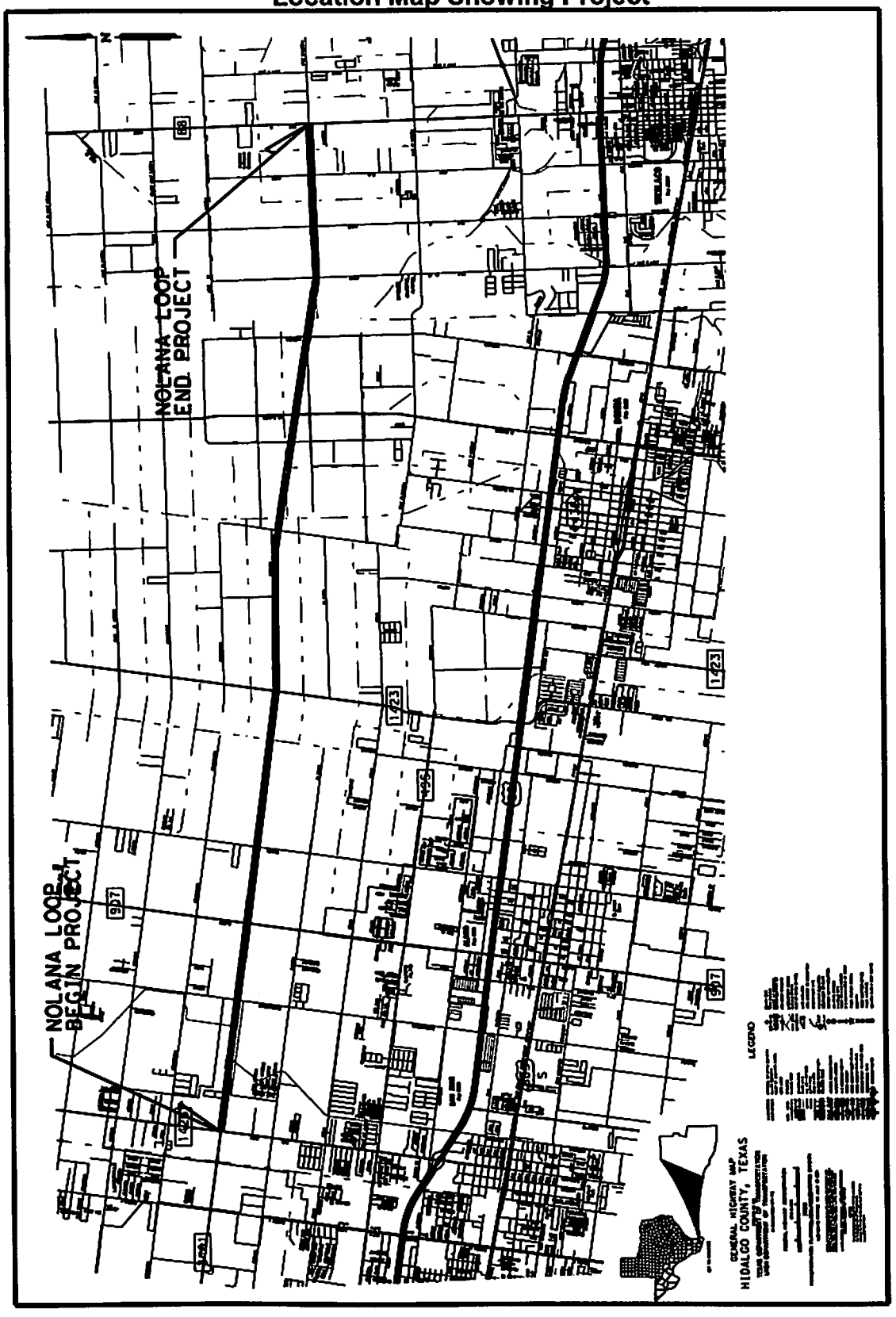
CSJ # 0921-02-169
District # Pharr (021)
Code Chart 64 # 50109
Project: Nolana Loop

ATTACHMENT A
Resolution or Ordinance

CSJ # 0921-02-169
District # Pharr (021)
Code Chart 64 # 50109
Project: Nolana Loop

ATTACHMENT B

Location Map Showing Project



CSJ # 0921-02-169
District # Pharr (021)
Code Chart 64 # 50109
Project: Nolana Loop

ATTACHMENT C

Project Budget

A total of $1,600,000.00 in SAFETEA-LU Federal funding has been allocated for the project. This Federal funding is capped and requires a 20% Local Government match ($ 400,000), resulting in a total funding of $2,000,000. The Local Government is 100% responsible for all project costs above the capped Federal participation. The following is an estimated breakdown of the project costs and funding participation:

Description	Total Estimate Cost	Federal Participation (Capped)		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Schematics, Public Involvement, Environmental Impact Studies and Preliminary Engineering ($1,300,000.00), as well as right-of-way acquisition ($1,200,000.00)	$2,500,000.00	80% for the first $2,000,000	$1,600,000.00	0%	$ 0.00	20% for the first $2,000,000	$ 400,000.00
						100% for all costs above $ 2,000,000	$500,000.00
Construction and Construction Engineering & Contingencies	n/a at this time						
TOTAL	**$2,500,000.00**	**$ 1,600,000.00**		**$ 0.00**		**$900,000.00**	

It is understood that the above costs are estimates only. Final participation amounts will be based on actual charges to the project, taking into account the capped Federal funding outlined above.

Reimbursement for expenses incurred by the Local Government in performing this work need to include documentation of the actual costs, evidence of the work performed, and proof that the work has already been paid for by the Local Government. Services provided prior to the date of the executed Advance Funding Agreement will not be eligible for reimbursement.

The Local Government shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall have such materials readily available in case of an audit required by the State.

If the Local Government is the owner of any part of a project site, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to review and approve the work.

In lieu of using the State procedures outlined in 43 TAC, Sec. 21.31-21.51 the Local Government may use its local utility accommodation policy. The Local Government will notify the affected utility companies of the required work. The Local Government shall be responsible for all costs associated with the adjustment, removal or relocation of such utility facilities. In the event additional utilities are required to be adjusted, removed or relocated during the construction of the Project, the Local Government will be responsible for all costs

associated with the additional utility work, unless this work is provided by the owners of the utility facilities.

All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

If the local government purchases right of way for a local government street, title will be acquired in the name of the local government in accordance with applicable laws.

The Local Government shall prepare and submit the PS&E to the State in standard TxDOT format. All work is to be done in English units, with plans provided on 11" x 17" chronar sheets. The State will review the PS&E submitted by the Local Government and the Local Government will make all necessary revisions identified by the State.

CSJ # 0921-02-169
District # Pharr (021)
Code Chart 64 # 50109
Project: Nolana Loop

EXHIBIT "A"

Task Description	Local Government Responsibility for Performance	Reimbursable	State Responsibility for Performance
Preparation of ROW Map	X	Yes	
Title Investigation	X	Yes	
Title Policy	X	Yes	
Appraisal Report	X	Yes	
Appraisal Review	X	Yes	
ROW A-10 Tabulation Form	X	Yes	
Supplemental Appraisal Report		X (Only if Needed)	
Negotiations	X	No	
Excess Takings	X	No	
Compensable Utility Relocation	X	Yes	
TxDOT Approved Administrative Settlement	X	Yes	
LPA Administrative Settlement W/O TxDOT Approval	X	No	
Court, Special Commissioners Costs & Appraisal Expenses	X	Yes	
Cleanup of Contaminated Parcels	X	No	
Fencing	X	Yes	
All Recording Fees	X	Yes	
All Other Administrative Fees	X	No	
Relocation Assistance And Payments	X	Yes	

4. **Presentation for discussion, consideration, acceptance and approval of Advance Funding Agreement between the State of Texas and County of Hidalgo, covering schematics, public involvement, environmental studies, plan preparation and right of way acquisition for the South McColl Roadway Project from Orangewood Drive to Dicker Rd. and From Highway 281 (Military Rd.) to 0.5 miles South**
5. **Authority for County Judge to sign the required documents: Advance Funding Agreement, Project: South McColl Rd. CSJ: 0921-02-171**
6. **Presentation for discussion, consideration, acceptance and approval of Advance Funding Agreement between the State of Texas and County of Hidalgo, covering schematics, public involvement, environmental studies, plan preparation and right of way acquisition for the Nolana Loop Project from FM 1426 East to FM 88**
7. **Authority for County Judge to sign the required documents: Advance Funding Agreement, Project: Nolan Loop, CSJ: 0921-02-169**

On motion of Commissioner Garza, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval on items #4 thru 7 subject to funding.

H. Discussion, consideration & approval of renewal applications as it pertains to Hidalgo County Insurance Policies (i.e. Law Enforcement, Public Officials, Gen. Liability, etc.)

On motion of Commissioner Garza, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

At this time Judge Garcia returns to the Court.

I. County Judge:

1. **Discussion, consideration and approval of hiring freeze waiver request to create temporary positions (through December 31, 2006)**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval for slots # 003, 005, 012, 018 & 016.

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval to go into Executive Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072.

16. **Closed Session:** (SEE EXHIBIT S)
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition
B. Pending and/or potential litigation
C. C-1233-06-H; Beatriz Garcia and Maria Norma Cruz vs. County of Hidalgo and Norma Longoria

NO ACTION taken on items A thru C in Close Session.

AI-32324 **Budget and Management 17. A.**

CC REGULAR

Meeting Date: 05/29/2012

Submitted By: Perla Lopez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Discussion, consideration, acceptance and approval of Advance Funding Agreement between County of Hidalgo and Texas Department of Transportation for La Homa Rd (SH 495 to FM 1924) Project.

2. Authority for County Judge to sign the Advance Funding Agreement.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-123-045-0-841

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

BUDGETARY IMPACT:

Available funds pending approval of AI - 32305 (5/29/12 CC) are $400,000.00. Title and right of use will be in the name of the state as required under Section 13D.

County's Participation is $699,079.80.

Description	County Participation	%	Funding Source
Engineering	$312,981.00	100%	Previously Funded with P.O. 600650
ROW & Compensable Utilities	$386,098.80	20%	2-1342-431-00-123-045-0-841 (AI - 32305)
	$699,079.80		

Attachments

AFA

Form Review

Inbox	Reviewed By	Date
Perla Lopez (Originator)	Perla Lopez	05/17/2012 10:06 AM
Budget & Management	Merlen P. Munoz	05/17/2012 10:20 AM
Roland Garcia	Rolando Garcia	05/24/2012 02:11 PM
Auditor's Office	Arcilia Duran	05/25/2012 01:35 PM
Dina Trevino	Merlen P. Munoz	05/25/2012 01:53 PM
Purchasing Department	Monica Badillo	05/25/2012 03:31 PM

Form Started By: Perla Lopez Started On: 05/11/2012 11:37 AM

Final Approval Date: 05/25/2012

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

May 2, 2012

RECEIVED
MAY 08 2012
COUNTY JUDGE

Honorable Ramon Garcia
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78540

RE: Advance Funding Agreement
SH 364 From SH 495 to FM 1924
CSJ# 2966-01-009

Dear Judge Garcia:

As you are aware the Hidalgo County Metropolitan Planning Organization has authorized $9,052,410 in Category 7, Metropolitan Mobility and Rehabilitation funds for Right Of Way, Utilities, Construction costs and Direct State Costs for construction on the SH 364 (La Homa Rd) project from SH 495 to FM 1924. To utilize these funds, an Advance Funding Agreement (AFA) needs to be executed between the County of Hidalgo and TxDOT. Attached for your signature are two originals of the AFA.

Please sign and return both originals, along with the County's resolution authorizing the AFA, to the attention of Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, at the above address for further processing.

If you have any questions please contact Mr. Bazan or me at 702-6100.

Sincerely,

Mario R. Jorge, P.E.
District Engineer

MRJ: mps

Attachments

cc: Homero Bazan, Jr., P.E., Director of Transportation Planning and Development
Valente Olivarez, P.E., Pharr Area Engineer
Joseph Leal, P.E., Project Manager
Project File

CSJ # 2966-01-009
District # 21 – Pharr
Code Chart 64 # 50109
Project: Widen SH 364 to 4 Lane Divided
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For A
Metropolitan Mobility and Rehabilitation Project

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the County of Hidalgo, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 108423, authorizing the State to undertake and complete a highway improvement generally described as upgrade SH 364 to a four lane divided urban highway called the "Project"; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

AGREEMENT

1. **Period of the Agreement**
   This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. **Scope of Work**
   Upgrade SH 364 to a four lane divided urban highway from SH 495 to FM 1924, in the County of Hidalgo, as shown on Attachment "B", Location Map Showing Project.

3. **Local Project Sources and Uses of Funds**
   - **A.** The total estimated cost of the Project is shown in the Project Budget – Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties is shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
   - **B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation.* The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
   - **C.** This Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
   - **D.** The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
   - **E.** The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.
   - **F.** Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for

receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

G. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

H. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.

I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

J. The State will not pay interest on any funds provided by the Local Government.

K. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.

L. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.

M. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

4. **Termination of this Agreement**
This agreement shall remain in effect until the project is completed and accepted by all parties, unless:
   A. The agreement is terminated in writing with the mutual consent of the parties;
   B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
   C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
   D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

5. **Amendments**
Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. **Remedies**
This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

7. **Utilities**
The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities, in accordance with applicable Federal and State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction.

   Reimbursement for eligible compensable utility costs will be made to the Local Government in an amount not to exceed eighty percent (80%) of eligible compensable utility reimbursements. The Local Government will be responsible for one hundred percent (100%) of all utility adjustment costs exceeding the amount shown in Attachment C.

   The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. **Environmental Assessment and Mitigation**
   Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.
   - **A.** The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
   - **B.** The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
   - **C.** The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
   - **D.** The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
   - **E.** Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. **Compliance with Texas Accessibility Standards and ADA**
   All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. **Architectural and Engineering Services**
    The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. **Construction Responsibilities**
    - **A.** The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional

work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. The State will use its approved contract letting and award procedures to let and award the construction contract.
C. Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.
D. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
E. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to TxDOT before funds may be expended for the improvement of the right of way or real property.
B. If the Local Government is the owner of any part of the Project site under this agreement, the Local Government shall permit TxDOT or its authorized representative access to occupy the site to perform all activities required to execute the work.
C. All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to TxDOT and its representatives for review and inspection.
D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the State to the real property required for development of the Project. The evidence of title or rights shall be acceptable to TxDOT, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of TxDOT's authorization, the Local Government will provide all documentation to TxDOT regarding fair market value of the acquired property. TxDOT will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. TxDOT will not reimburse the Local Government for any real property acquired before execution of this agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to TxDOT for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to TxDOT and to submit to TxDOT a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. TxDOT will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of TxDOT's predetermined value of each parcel, or the net cost of the parcel, whichever is less. The costs incidental to negotiation, recording the right of way instruments, and securing possession of the parcels will be the responsibility of the Local Government. The cost of title insurance, closing services, and all costs of relocation assistance as authorized by applicable Federal and State laws will be eligible for reimbursement.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by TxDOT prior to its execution. A copy of the executed agreement shall be provided to TxDOT.

J. Upon payment to the property owner of the agreed purchase price, the Local Government Is authorized and directed to secure for the State possession of each parcel in accordance with all applicable Federal and State laws governing relocation assistance, notices to vacate and forcible detainer.

14. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government:	State:
County of Hidalgo Attn: County Judge P.O. Box 1356 Edinburg, Texas 78540	Director of Contract Services Texas Department of Transportation 125 E. 11th Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in

any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas

Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this LPAFA. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this LPAFA. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into

of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 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.

27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

28. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient or sub-recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

B. For sub-awards greater than $25,000, the Local Government, as a recipient of federal funding, shall:

1. Obtain and provide to the State and the Federal government, a Central Contracting (CCR) number with the Federal government (Federal Acquisition Regulation, Part 4, Sub-part 4.1100). The CCR number may be obtained by visiting the CCR website whose address is: https://www.bpn.gov/ccr/default.aspx;
2. Obtain and provide to the State and the Federal government, a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

3. Report the total compensation and names of its top executives to the State and Federal government if:
   i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000 annually; and
   ii. Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

29. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

B. If threshold expenditures of $500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.

C. If expenditures are less than $500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ # 2966-01-009
District # 21 – Pharr
Code Chart 64 # 50109
Project: Widen SH 364 to 4 Lane Divided
Federal Highway Administration
CFDA # 20.205
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

_____
Janice Mullenix
Director of Contract Services
Texas Department of Transportation

_____
Date

CSJ # 2966-01-009
District # 21 – Pharr
Code Chart 64 # 50109
Project: Widen SH 364 to 4 Lane Divided
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE

CSJ # 2966-01-009
District # 21 – Pharr
Code Chart 64 # 50109
Project: Widen SH 364 to 4 Lane Divided
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT B
LOCATION MAP SHOWING PROJECT



CSJ # 2966-01-009
District # 21 – Pharr
Code Chart 64 # 50109
Project: Widen SH 364 to 4 Lane Divided
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT C - PROJECT BUDGET

Category 7 funding in the amount of **$9,052,410** was approved for this project for right of way, utilities, construction and direct state costs for construction. Costs will be allocated based on 80% Federal funding and 20% Local Government funding for right of way/utilities and 80% Federal funding and 20% State funding for Construction and Construction Direct State Costs (Construction Engineering and Contingencies) until the federal funding reaches the maximum obligated amount. The Local Government is responsible for its share of the match as noted, 100% of all Preliminary Engineering costs and 100% of all right of way costs exceeding the approved Federal funding amount. It is agreed that the Local Government will not seek reimbursement from the State until right of way funds for this project become available. Upon funds being available, the State will process reimbursement requests in accordance with this Agreement. This project is considered off-system until the State awards the construction contract, as per Commission Minute Order #108423.

The following is an estimated breakdown of the project costs and funding participation. It is understood that the costs shown are estimates only, and Local Government participation will be based on actual charges to the project.

Description		Total Estimated Cost	Federal Participation		State Participation		Local Participation	
			%	Cost	%	Cost	%	Cost
Engineering (by Local Government)		$312,981.00	0%	$0	0%	$0	100%	$312,981.00
Right of Way & Compensable Utilities (by Local Government)		$1,930,494.00	80%	$1,544,395.20	0%	$0	20%	$386,098.80
Construction (by State)		$6,387,369.00	80%	$5,109,895.20	20%	$1,277,473.80	0%	$0
Subtotal		$8,630,844.00		$6,654,290.40		$1,277,473.80		$699,079.80
Preliminary Engineering Direct State Costs $45,035.00	Environm. Direct State Costs (30%)	$13,510.50	0%	$0	100%	$13,510.50	0%	$0
	Right of Way Direct State Costs (10%)	$4,503.50	0%	$0	100%	$4,503.50	0%	$0
	Engineering Direct State Costs 50%)	$22,517.50	0%	$0	100%	$22,517.50	0%	$0
	Utility Direct State Costs (10%)	$4,503.50	0%	$0	100%	$4,503.50	0%	$0
Construction Direct State Costs (Construction Engineering and Contingencies)		$734,547.00	80%	$587,637.60	20%	$146,909.40	0%	$0
Indirect State Costs (7.27%)		$627,462.36	0%	$0	100%	$627,462.36	0%	$0
Subtotal		$1,407,044.36		$587,637.60		$819,406.76		$0
TOTAL		$10,037,888.36		$7,241,928.00		$2,096,880.56		$699,079.80

CSJ # 2966-01-009
District # 21 – Pharr
Code Chart 64 # 50109
Project: Widen SH 364 to 4 Lane Divided
Federal Highway Administration
CFDA # 20.205
Not Research and Development

Initial payment by the Local Government to the State: $0.00.
Payment by the Local Government to the State before construction: $0.00.
Estimated total payment by the Local Government to the State: $0.00.
This is an estimate. The final amount of Local Government participation will be based on actual costs.

AI-32548 **Budget and Management** **17. B.**

CC REGULAR

Meeting Date: 05/29/2012

Department Head: Sergio Cruz **Submitted By:** Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Presentation and discussion on the Monthly Budget Report for the month of April 2012.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	05/25/2012 03:31 PM

Form Started By: Erika Zamora Started On: 05/24/2012 01:40 PM

Final Approval Date: 05/25/2012

AI-32472 **Budget and Management 17. C. 1.**

CC REGULAR

Meeting Date: 05/29/2012

Department Head: Sergio Cruz **Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Court Reporter Fund (1239):
Approval of 2012 unappropriation of funds in the amount of $17,023.20 for the Court Reporter Fund.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1239-412-00-115-043-0-339

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

BUDGETARY IMPACT:

Unappropriation of funds in the amount of $17,023.20 in order to clear the current negative f/b.

Funds available for unappropriation as of 5-22-12.

Attachments

Court Reporter fund unappropriation

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	05/22/2012 02:30 PM
Budget & Management	Merlen P. Munoz	05/23/2012 08:01 AM
Sylvia Solis	Sylvia Solis	05/24/2012 11:14 AM
Auditor's Office	Arcilia Duran	05/25/2012 12:20 PM
Purchasing Department	Marty Salazar	05/25/2012 01:44 PM

Form Started By: Ivan Cantu Started On: 05/22/2012 09:48 AM

Final Approval Date: 05/25/2012

DATE: May 29, 2012

2012
Unappropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Court Reporter Fund

ACCOUNT NUMBER: 2-1239-412-00-115-043-0-339

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

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
2-1239-412-00-115-043-0- 339	Court Reporter-	Other Prof. Svcs	(17,023.20)
		TOTAL BUDGET INCREASE (DECREASE)	**(17,023.20)**

REASON: Unappropriation of funds for the Court Reporter fund (1239) to clear negative fund balance.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-32441 **Budget and Management 17. C. 2.**

CC REGULAR

Meeting Date: 05/29/2012

Department Head: Pct. 1 Drainage Improv. **Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #1 Drainage Improvement (1200):
a. Approval of certification of revenues as certified by the County Auditor for Pct. 1 Drainage Improvement labor reimbursements.
b. Approval of 2012 appropriation of funds for the Pct. 1 Drainage Improvement (fund 1200, program 052) in the amount of $42,898.42 to fund payroll expenditures in relation to the Pct. 1 Drainage Improvement Project.

BACKGROUND

Pct. 1 Drainage Improvement labor reimbursements were posted by Auditors office for the months of January & February 2012 (PP #1-4).

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-121-052-0-XXX

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

BUDGETARY IMPACT:

2012 Appropriation of funds in relation to Pct. 1 Drainage labor reimbursments for the months of January & February 2012 (PP #1-4) in the amount of $42,898.42.

Revenue acct #2-1200-360-00-121-002-0-000 "R & B Pct. 1-Misc-Drain Reim."

Attachments

Pct. 1 Drain. Improv. appropriation

Cert. of Rev. letter

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	05/21/2012 02:03 PM
Budget & Management	Merlen P. Munoz	05/21/2012 04:14 PM
Sylvia Solis	Sylvia Solis	05/22/2012 10:00 AM
Auditor's Office	Arcilia Duran	05/25/2012 01:36 PM
Purchasing Department	Marty Salazar	05/25/2012 01:43 PM

Form Started By: Ivan Cantu Started On: 05/18/2012

Final Approval Date: 05/25/2012

DATE: May 29, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Pct. 1 Drainage Improvement

ACCOUNT NUMBER: 2-1200-431-00-121-052-0-XXX

Contact Person: Ivan Cantu **Ph#:** (956) 292-7025 ext. 5425

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
2-1200-431-00-121-052-0- 113	Pct. 1 Drain Improv.-	Reg. F/T Employees	32,083.73
2-1200-431-00-121-052-0- 115	Pct. 1 Drain Improv.-	Longevity Pay	197.33
2-1200-431-00-121-052-0- 211	Pct. 1 Drain Improv.-	Health Insurance	4,813.20
2-1200-431-00-121-052-0- 212	Pct. 1 Drain Improv.-	Life Insurance	30.03
2-1200-431-00-121-052-0- 220	Pct. 1 Drain Improv.-	FICA	2,398.02
2-1200-431-00-121-052-0- 230	Pct. 1 Drain Improv.-	Retirement	3,213.09
2-1200-431-00-121-052-0- 250	Pct. 1 Drain Improv.-	Unemployment Comp.	163.02
2-1200-360-00-121-002-0- 000	*R & B Pct. 1-*	*Drain Reim.*	*42,898.42*
		TOTAL BUDGET INCREASE (DECREASE)	**42,898.42**

REASON: Appropriation of the Pct. 1 Drainage Improvement labor reimbursements for the month of January & February 2012 (PP #1-4).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY 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

May 18, 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 § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from drainage labor reimbursements in the amount of $42,898.42 for Precinct No. 1. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

5/18/12
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-32451 **Budget and Management 17. C. 3.**

CC REGULAR

Meeting Date: 05/29/2012

Department Head: Yoli Cisneros **Submitted By:** Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct. #2:
Approval of 2012 appropriation of funds for Pct. #2 (1200) in the amount of $208,445.00 from Pct.2 R&B Fund Balance.

BACKGROUND

Tower Road (Moore-Balli)

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-027-0-731

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

BUDGETARY IMPACT:

available balance from R&B fund balance as of 5/21/2012

Attachments

Appropriation
PO Increase

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/21/2012 08:31 AM
Roland Garcia	Rolando Garcia	05/24/2012 03:24 PM
Auditor's Office	Arcilia Duran	05/25/2012 01:36 PM
Purchasing Department	Marty Salazar	05/25/2012 01:43 PM

Form Started By: Yolanda Cisneros Started On: 05/21/2012 08:10 AM

Final Approval Date: 05/25/2012

DATE: May 21, 2012

2012
Appropriation

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Road Maintenance Department

ACCOUNT NUMBER: 2-1200-431-00-122-0XX-0-XXX

Contact Person: Yoli Cisneros **Ph#:** (956) 787-1891 Ext. 2002

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
2-1200-431-00-122-027-0-731	PCT2 TOWER RD(MOORE-BALLI) ROADS	$208,445.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 208,445.00

REASON: FUNDING FOR EXPECTED EXPENDITURES OF THE PROJECT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Precinct #2
Contact Name: Yoli Cisneros
Telephone # (956) 787-1891

Purchase Order Number: ***561453***
Increase # 17 for this Purchase Order
Procurement Method:

- ❑ Contract # C-05-229-06-21
- ❑ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ❑ Quotes over $1,000.00 (verbal quotes)
- ❑ Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: 234443
Vendor Name: R. Gutierrez Engineering Corp.
Address: 130 East Park
Pharr, Texas 78577

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		$35,000.00
1	EACH	**(NIGP #92549)** Engineering Services for Part I & Part II 2-1200-431-00-122-027-0-731	$208,445.00	**$208,445.00**
		AFTER APPROVAL SEND COPY TO COUNTY AUDITOR'S OFFICE TO THE ATTENTION OF LUPITA GARZA		
		Amount of Increase Request		$208,445.00
		TOTAL AMOUNT		***$856,415.00***

Account Number: **2-1200-431-00-122-027-0-XXX**

Reason: INCREASE NEEDED TO COVER THE COST OF ENGINEERING SERVICES
Pending approval of following CCM Appropriation AI-32451

Authorization: _____ MAY 21, 2012
Department Head — Date

Reviewed by: _____ _____
Purchasing Department — Date

Approved By: _____ _____
Purchasing Agent — Date

Approved By: _____ _____
Hidalgo County Auditor — Date

AI-32389 **Budget and Management 17. C. 4.**

CC REGULAR

Meeting Date: 05/29/2012

Submitted By: Jr. Munoz, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Pct #4 Rd. Maint. & Drainage Improvement Project (1200):
a. Approval of Certification of Revenues as certified by the County Auditor for Drainage Revenues.
b. Approval of 2012 appropriation of funds into, Precinct #4 Administration (program 005 - $4,900.00), Precinct #4 Rd. Maint. (program 007 - $23,408.71), and Precinct #4 Drain. Imprv. Project (program 036 - $14,101.10) in the total amount of $42,409.81 (Reimbursement from HCDD#1 for JO9 Drainage Project).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-124-0XX-0-XXX

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

BUDGETARY IMPACT:

Approval of 2012 appropriation of funds in the amount of $42,409.81 into Pct #4 Adm., Pct #4 Rd Maint. & Drainage Improvement Project (HCDD# 1 J09 Drainage Project)

Revenue account# 2-1200-341-50-124-002-0-000 HCDD#1 Drainage Revenue.

Attachments

appropriation
Certification of Revenues
Pct backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/16/2012 12:54 PM
Manuel Chapa	Manuel Chapa	05/18/2012 04:25 PM
Auditor's Office	Arcilia Duran	05/25/2012 01:37 PM
Purchasing Department	Marty Salazar	05/25/2012 01:43 PM

Form Started By: Jr. Munoz Started On: 05/16/2012 10:25 AM

Final Approval Date: 05/25/2012

DATE: May 16, 2012

2012
Appropriation

AI# 32389

DEPARTMENT HEAD: Joseph Palacios, Commissioner Pct. 4

DEPARTMENT NAME: Pct# 4 - Admin
Pct# 4 - Rd Maintenance &
Pct# 4 - Drain Improv Prj.

ACCOUNT NUMBER: 2-1200-431-00-124-005-0-XXX
2-1200-431-00-124-007-0-XXX
2-1200-431-00-124-036-0-XXX

Contact Person: Rumaldo Munoz Jr **Ph#:** (956) 383-3112 Ext. 4002

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
2-1200-431-00-124-005-0-412	Pct 4 Admin. - Cable / Satellite TV	400.00
2-1200-431-00-124-005-0-431	Pct 4 Admin. - Bldg & Other Struc R&M Srv	500.00
2-1200-431-00-124-005-0-601	Pct 4 Admin. - Office & Computer Supplies	2,000.00
2-1200-431-00-124-005-0-661	Pct 4 Admin. - Minor Office Furn & Equipment	2,000.00
2-1200-431-00-124-007-0-432	Pct 4 Rd Maint. - Equip & Veh R&M Srv	15,000.00
2-1200-431-00-124-007-0-679	Pct 4 Rd Maint. - Other R&M Supplies	8,408.71
2-1200-431-00-124-036-0-113	Pct 4 Drain. Imprv. Prj. - Reg F/T Employees	14,101.10
2-1200-341-50-124-002-0-000	JO9 Dainage Project Reimbursment	42,409.81
	TOTAL BUDGET INCREASE (DECREASE)	

REASON: To appropriate funding into various Pct 4 departments to cover Precinct day to day expenses. Reimb. From HCDD#1 JO9 Drainage Project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY 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

May 16, 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 § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts 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 revenue for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from interlocal agreement with HCDD#1 for J-09 Drainage Project in the amount of $42,409.81 for Precinct 4. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

5/17/12
Date

THE COUNTY OF HIDALGO

HCDD#1

HIDALGO COUNTY DRAINAGE DISTRICT #1

902 N. DOOLITTLE
EDINBURG, TEXAS 78542

GENERAL FUND

FIRST NATIONAL BANK
MEMBER FDIC
88-2141/1149

Check Date	Check No.	Amount
03/20/12	000012751	$42,409.81

VOID AFTER 90 DAYS

was allowed by the Board of Directors of Hidalgo County, Texas at its term meeting indicated above and to be paid out of the General Fund

PAY

******Forty Two Thousand Four Hundred Nine and 81/100 Dollars**

TO THE ORDER OF
HIDALGO COUNTY PCT. NO. 4
C/O JOSEPH PALACIOS
1102 N. DOOLITTLE RD.
EDINBURG, TX 78542

Pay the above stated amount to the order of the payee named.

Norma G. Garcia — COUNTY TREASURER

Lera Brown — FINANCIAL OFFICER

⑈000012751⑈ ⑆114921415⑆ ⑈00140202 70⑈

Payee HIDALGO COUNTY PCT. NO. 4 — 000012751

Account #: — 03/20/2012

Invoice	Description	Amount
1-29/12-31-2011	J09 DRAINAGE PROJECT REIMBURSEMENT	$42,409.81

Total : $42,409.81

Payee HIDALGO COUNTY PCT. NO. 4 — 000012751

Account #: — 03/20/2012

Invoice	Description	Amount
1-29/12-31-2011	J09 DRAINAGE PROJECT REIMBURSEMENT	$42,409.81

Total : $42,409.81

HCDD #1 JO9 DRAINAGE PROJECT

Reimbursment Sheet

Date: 11/29/11 - 12/31/11

Week	Fuel		Labor		Equipment	
	# of Gallons	Gal x Fuel	Hours	Hrs x Salary	Excavator 30	Equipment x Rate
11/29/11 - 12/4/11	234	$765.18	53.5	$1,470.18	N/A	N/A
12/5/11 - 12/9/11	191	$624.57	47.5	$1,305.30	N/A	N/A
		$0.00	0	$0.00	N/A	N/A
		$0.00	0	$0.00	N/A	N/A
		$0.00	0	$0.00	N/A	N/A
	# of Gallons	Gal. x Fuel	Hours (JM)	Hrs x Salary	D6N Dozzer	Equipment x Rate
12/04/11	70	$228.90	40	$822.40	21	$1,134.00
12/09/11	0	$0.00	10	$205.60	6.5	$351.00
		$0.00	0	$0.00	0	$0.00
		$0.00	0	$0.00	0	$0.00
		$0.00	0	$0.00	0	$0.00
	# of Gallons	Gal. x Fuel	Hours (LG)	Hrs x Salary	D6N Dozzer	Equipment x Rate
11/29/11 - 11/30/11	0	$0.00	15	$412.20	8.6	$464.40
12/5/11 - 12/8/11	44	$143.88	37.5	$1,030.50	22.2	$1,198.80
		$0.00	0	$0.00	0	$0.00
		$0.00	0	$0.00	0	$0.00
		$0.00	0	$0.00	0	$0.00
	# of Gallons	Gal. x Fuel	Hours	Hrs x Salary	Dump Trucks	Equipment x Rate
12/1/11 - 12/4/11	74	$256.78	120	$2,332.80	120	$3,390.00
12/5/11 - 12/8/11	265	$919.55	179	$3,479.76	179	$5,056.75
		$0.00	0	$0.00	0	$0.00
		$0.00	0	$0.00	0	$0.00
		$0.00	0	$0.00	0	$0.00
	# of Gallons	Gal x Fuel	Hours	Hrs x Salary	Excavator PD8	Equipment x Rate
		$0.00	0	$0.00	0	$0.00
		$0.00	0	$0.00	0	$0.00
		$0.00	0	$0.00	0	$0.00
		$0.00	0	$0.00	0	$0.00
		$0.00	0	$0.00	0	$0.00
	# of Gallons	Gal x Fuel	Hours	Hrs x Salary	Scraper Hauler	Equipment x Rate
12/1/11 - 12/4/11	450	$1,561.50	92	$1,788.48	92	$6,578.00
12/5/11 - 12/8/11	295	$1,023.65	64.5	$1,253.88	64.5	$4,611.75
		$0.00	0	$0.00	0	$0.00
		$0.00	0	$0.00	0	$0.00
		$0.00	0	$0.00	0	$0.00
	# of Gallons	Gal x Fuel	Hours	Hrs x Salary	Back Hoe	Equipment x Rate
		$0.00	0	$0.00	0	$0.00
		$0.00	0	$0.00	0	$0.00
		$0.00	0	$0.00	0	$0.00
		$0.00	0	$0.00	0	$0.00
		$0.00	0	$0.00	0	$0.00
TOTALS		$5,524.01		$14,101.10		$22,784.70
GRAND TOTAL	$42,409.81					

3/6/2012
due to orders good
12630
1R-110-20000

HIDALGO COUNTY
JAN 19 2012
DRAINAGE DISTRICT #1

PAID MAR 08 2012
Voip 2 BE RE7550
3/20/12

AI-32391 **Budget and Management 17. C. 5.**

CC REGULAR

Meeting Date: 05/29/2012

Department Head: Pct #4 - Drainage Impr. Proj. **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct #4 Drainage Improvement Project (1200):
A. Approval of Certification of Revenues as certified by the County Auditor for Pct. #4 Drainage Improvement Project Labor Reimbursements.

B. Approval of 2012 appropriation of funds into Precinct #4 Drainage Improvement Project (program 036) in the amount of $47,131.22 (Labor Reimbursements - January & February 2012).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-124-036-0-XXX

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

BUDGETARY IMPACT:

Approval of 2012 appropriation of funds in the amount of $47,131.22 into Pct #4 Drainage Improvement Project (Labor Reimbursements - January & February 2012)

Revenue account# 2-1200-360-00-124-002-0-000 R&B Pct. #4 - Misc Drain Reimb. - Revenues

Attachments

Cert of Rev
Appropriation

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	05/16/2012 11:17 AM
Budget & Management	Merlen P. Munoz	05/16/2012 11:46 AM
Sylvia Solis	Sylvia Solis	05/18/2012 09:20 AM
Auditor's Office	Arcilia Duran	05/25/2012 01:37 PM
Purchasing Department	Marty Salazar	05/25/2012 01:43 PM

Form Started By: Manuel Chapa Started On: 05/16/2012

Final Approval Date: 05/25/2012

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

May 16, 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 § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from drainage labor reimbursements in the amount of $47,131.22 for Precinct No. 4. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

5/17/12
Date

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY DISTRICT JUDGES

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

DATE: May 16, 2012

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt. for - Pct# 4 Drainage Improvement Project

ACCOUNT NUMBER: 2-1200-431-00-124-036-0-XXX

Contact Person: Manuel Chapa **Ph#:** (956) 292-7025 Ext. 5760

2012
Appropriation

AI# 32391

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
2-1200-431-00-124-036-0-113	Pct 4 Drain Imprv Prj	Reg F/T Employees	34,169.70
2-1200-431-00-124-036-0-211	Pct 4 Drain Imprv Prj	Health Insurance	7,044.51
2-1200-431-00-124-036-0-220	Pct 4 Drain Imprv Prj	FICA	2,287.12
2-1200-431-00-124-036-0-230	Pct 4 Drain Imprv Prj	Retirement	3,483.62
2-1200-431-00-124-036-0-250	Pct 4 Drain Imprv Prj	Unemployment Comp	146.27
2-1200-360-00-124-002-0-000	R&B Pct 4 - Misc Drain Reimb - Revenues		47,131.22
		TOTAL BUDGET INCREASE (DECREASE)	$ -

REASON: Appropriation of funds for Pct 4 Drainage Improvement Project - Labor Reimbursements **January and February** 2012 (PP# 1-4)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-32325 **Purchasing Department 18. B. 1.**

CC REGULAR

Meeting Date: 05/29/2012

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

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Engineering Services Providers as required by Precinct No. 4 ,

Evaluators	Dos Logistics, Inc	Quintanilla, Headley and Associates	SAMES Engineering
Evaluator 1	99	95	94
Ranked			

C. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No. 1 ranked firm of _____ for: the provision of professional services ("On Call") and on as needed basis by Hidalgo County Precinct #4.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:**

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

BUDGETARY IMPACT:

Pct will identify funding per project, on an as needed basis

Attachments

Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/17/2012 09:07 AM
Budget & Management	Merlen P. Munoz	05/17/2012 09:56 AM
Manuel Chapa	Manuel Chapa	05/17/2012 10:39 AM
Auditor's Office	Arcilia Duran	05/25/2012 01:38 PM

Form Started By: Nielda Cavazos Started On: 05/11/2012 01:29 PM

Final Approval Date: 05/25/2012

HIDALGO COUNTY PRECINCT NO 4

FOR

Engineering Services

(On Call)

Scoring & Evaluation GRID

Engineering Services

Total Scores	Dos Logistics	Quintanilla, Headley and Associates	SAMES Engineering
Evaluator 1	99	95	94
Average	99	95	94
RANKING			

*Scoring & Evaluation was completed by Pct No 4 *

AI-32403 **Purchasing Department** **18. B. 2.**

CC REGULAR

Meeting Date: 05/29/2012

Department Head: Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of a "professional engineering services" agreement with RABA KISTNER CONSULTING, INC. for the provisios of "Construction Material Testing" in connection to a job specific project:"NEW MULTI PURPOSE FACILITY at PRECINCT NO. 4".

BACKGROUND

Prof Engineering Services Agreement-Raba Kistner Consulting, Inc. (job specific)-Pct 4

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-124-078-0-720

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

BUDGETARY IMPACT:

Available balance as of 5-24-12 $79,799.25

Attachments

email approval as to form by legal

C-12-140-05-29-Raba Kistner Consulting Inc-Pct 4(job specific)

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/24/2012 12:46 PM
Budget & Management	Merlen P. Munoz	05/24/2012 01:03 PM
Manuel Chapa	Manuel Chapa	05/24/2012 04:32 PM
Auditor's Office	Monica Badillo	05/25/2012 03:31 PM

Form Started By: Letty Saenz Started On: 05/16/2012 02:59 PM

Final Approval Date: 05/25/2012

Leticia Saenz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, May 16, 2012 4:37 PM
To: 'Leticia Saenz'
Subject: FW:

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, May 16, 2012 4:26 PM
To: 'Martha Salazar'
Subject: RE:

The agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, May 16, 2012 3:21 PM
To: 'Steve Crain'
Cc: 'Leticia Saenz'
Subject: FW:
Importance: High

Mr. Crain:
Please review, correct and comment as to form.
Thanks,
Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, May 16, 2012 3:02 PM
To: 'Martha Salazar'
Cc: marcos.lopez@co.hidalgo.tx.us; 'Steven Cruz'; 'Darlene Betancourt'; 'Moises Salazar'
Subject:

Ms. Marty-

Please forward to legal counsel for review and approval as to form the attached Professional Laboratory Services Agreement for Raba Kistner in connection to the "job specific" New Multi Purpose Facility at Precinct 4.

Note: I will be placing on 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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-12-140-05-29

THIS AGREEMENT is made effective the **29th** day of **May, 2012** by and between **HIDALGO COUNTY, TEXAS,** ("County") **Precinct No. 4** and **Raba Kistner Consultants, Inc.** of McAllen, Texas ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing "Professional Laboratory Services" **"Construction Materials Testing"** for the **"Design and Construction of a New Multi Purpose Facility/Mechanical Shop"** at **Hidalgo County Precinct No. 4** (the "Services");

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within **Hidalgo County Precinct No. 4**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. **Scope of Services.** The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be performed by the Laboratory".

2. **Term.** This Agreement is effective **May 29, 2012**, and will expire **May 28, 2013** or upon completion of the project, unless sooner terminated as provided herein. The Laboratory

will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization".

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. 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 for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 23 herein.

4. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory 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 their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the

Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

6. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. 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.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

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

County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

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

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

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

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

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or

immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. Independent Contractor. Laboratory 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 Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory 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. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

12. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

13. Insurance. Laboratory 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 County a certificate issued by the insurer that such insurance is in full force and effect.

14. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

15. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

16. Conflict. 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 Agreement, 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 the legal requirements and only during the time such conflict exists.

17. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

18. No Waiver. No waiver by County 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.

19. Entire Agreement. This Agreement 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 Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

20. Venue. 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.

21. Hold Harmless. In the event Laboratory 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, Laboratory shall hold harmless and indemnify

County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

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

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

If to County:	County of Hidalgo Attention: County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78539
If to Laboratory:	**RABA KISTNER CONSULTANTS, INC.** Attention: Martin Villa, P.E., F. ASCE/Senior VP 800 East Hackberry McAllen, Texas 78501

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 addresses or, if mailed at such time as it is deposited in the United States mail.

24. Executions 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 Agreement.

25. Binding Agreement. 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.

26. Gender. 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.

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

28. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

29. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

LABORATORY:
RABA KISTNER CONSULTANTS, INC.

By: _____

Printed Name: Martin Villa

Title: P.E., F. ASCE/Senior VP

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: _____, 2012

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

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"CONSTRUCTION MATERIALS TESTIN G SERVICES"
RFQ NO: 2011-004-01-05-MEG

1. Request for Qualifications Letter.
2. Request for Qualifications Legal Notice, consisting of 8 pages.
3. Exhibit "A", Requireme nts, consisting of 7 pages.
4. Attachment "A" Schedule of Services and Related Fees Price Schedule, consisting of 4 pages.
5. Exhibit "B", Evaluation Criteria, consisting of 3 pages.
6. Exhibit "C", Insurance Requirements, consisting of 4 pages.
7. Exhibit "D", Conflict of Interest Question naire (CIQ), consisting of 1 page.
8. Exhibit "E", Proposer's Affidavit, consisting of 1 page.
9. Bidder/Vendor Application and Historically Underutilized Business (HUB) Declaration consisting of 2 pages.
10. Request for Taxpayers Identification Number and Certification Form (W-9) consisting of 4 pages.
11. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L Salazar
Martha L. Salazar, CPPB, Purchasing Agent

12/13/10
Date

PURCHASING DEPARTMENT
County Of Hidalgo

December 13, 2010

_____
_____
_____
_____

Re: HIDALGO COUNTY
Request For Qualifications (RFQ)-HIDALGO COUNTY-"CON STRUCTION MATERIALS TESTING SERVICES" - RFQ No: 2011-004-01-05-MEG

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

(RFQ) REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY-
"CONSTRUCTIO N MATERIALS TESTING SERVICES"
(Including all Funding Sources, Programs and Entities)

Acceptance Due Date: January 05, 2011

Contact Person:

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



1. Sealed qualifications will be received for HIDALGO COUNTY –"CONSTRUCTION MATERIALS TESTING SERVICES", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Proposers 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 proposer'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 – 2011-004-01-05-MEG - HIDALGO COUNTY- "CONSTRUCTIO N MATERIALS TESTING SERVICES" 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 05, 2011. 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(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Proposer 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, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. No qualification may be withdrawn within sixty (60) days from the scheduled time to open qualifications.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

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. Proposers shall acknowledge receipt of all addenda as a part of their qualification.

10. County reserves the right to accept or reject any or all qualifications.

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 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.

14. 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

15. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - HIDALGO COUNTY-"CON STRUCTION MATERIALS TESTING SERVICES"
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR' S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

16. Schedule of Events

Qualification Opening, 9:30 A.M.	JANUARY 05, 2011
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

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 proposers 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 proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

. ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

. ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

. ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

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.

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 proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit 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 PROPOSER.

20. If, during the life of any contract or qualification awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

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 Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, 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 proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in

material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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 proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers 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. Proposers 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.

Qualification
for
HIDALGO COUNTY-
"CONST RUCTION MATERIALS TESTING SERVICES"
(Including all Funding Sources, Programs and Entities)
RFQ NO: 2011-004-01-05-MEG

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 proposer 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.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Proposer 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.

Proposer 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

"CONSTRUCTION MATERIALS TESTING SERVICES"

RFQ NO.: 2011-004-01-05-MEG

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories 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 Independent Testing Laboratories will be for a period starting February 9, 2011 and ending February 8, 2012. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of ***"Hidalgo County-Construction Materials Testing Services"*** (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 05, 2011. **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2011-004-01-05-MEG

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request for Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)318-2629 or via e-mail to elena.gomez@co.hidalgo.tx.us NO LATER THAN *Monday December 27, 2010* at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by *Wednesday December 29, 2010 at 5:00 P.M.* **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant 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 that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ and two (2) CDs in PDF Format shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDOT Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this

project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

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 as required by HIDALGO COUNTY, the STATE OF TEXAS, TxDOT, etc. The independent Testing Laboratories should add copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a. Ability to perform Geotechnical Testing/ Investigation/ Drilling
b. Ability to perform Environmental Services
c. Ability to perform Soil Density Testing
d. Ability to perform Surveying and Sampling Soils
e. Ability to perform Materials Testing (Asphaltic and Concrete)
f. Ability to perform Material Testing and Laboratory Analysis
g. Ability to perform Hot Mix Plant Inspections and Testing
h. Ability to perform Transportation Foundation Studies
i. Ability to perform Building Foundation Studies
j. Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k. Average response time from your office to the job site

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CD'S in PDF Format.**

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:
Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;

2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

SECTION 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."

1. **STAFFING OF PROJECT TEAM**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request for Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff. A list of ongoing project similar in scope under TxDot procurement basis shall be included in an appendix.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
   The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**
   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

   - Knowledge, experience, and the equipment to provide the anticipated services
   - Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

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) Attachment "A" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: One (1) original, seven (7) copies, and two (2) CD's in PDF Format of RFQs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 05, 2011.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

Attachment "A"

ENGINEERING LABORATORIES
SCHEDULE OF SERVICES AND RELATED FEES AND
LABORATORY TESTING UNIT PRICE SCHEDULE

RFQ NO.: 2011-004-01-05-MEG

Attachment "A"

ENGINEERING LABORATORIES

SCHEDULE OF SERVICES AND RELATED FEES AND LABORATORY TESTING UNIT PRICE SCHEDULE

******THIS FORM IS MERELY TO BE AS A GUIDE***
USED POST RANKING BY COMMISSIONERS COURT ONLY***
refer back to requirements page 7, negotiations process

NO.	DESCRIPTION	UNIT COST
PERSONNEL RATES		
01	Soils and Aggregate Technician	$ _____/ Hour
02	Surveying and Sampling Soils for Highways	$ _____/ Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ _____/ Hour
04	HMA Level 1-A Certified Technician	$ _____/ Hour
05	HMA Level 1-B Certified Technician	$ _____/ Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ _____/ Hour
07	ACI Certified Field Grade II Technician	$ _____/ Hour
08	Geotechnical Engineer, P.E.	$ _____/ Hour
09	Geotechnical Engineer, E.I.T.	$ _____/ Hour
10	Secretarial, Report Preparation and Reporting	$ _____/ Hour
11	Logger (In Conjunction with Engineer)	$ _____/ Hour
TRAVEL EXPENSE		
12	Vehicle Fee Mileage (Applicable for all Trips)	$_____/ Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$_____/ Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost +____%
15	Barge Mobilization and Rental	Cost +____%
GEOTECHNICAL DRILLING AND ENGINEERING SERVICES		
16	Borings in Soil	$ _____/ Foot
17	Borings in Soft Rock	$ _____/ Foot
18	Rock Coring	$ _____/ Foot
19	Standby Time (Drill Rig and Crew)	$ _____/ Foot
20	Grout/ Bentonite Backfill	$ _____/ Foot
21	Dozer/ Clearing Cost	Cost +____%
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost +____%
24	All Other Outside Expenses	Cost +____%

NO.	DESCRIPTION	UNIT COST
EQUIPMENT EXPENSE		
25	Laptop Computer Rental (w/ Printer)	$_____/Day
26	Laptop Computer Rental (w/ Printer)	$_____/Wk
27	Laptop Computer Rental (w/ Printer)	$_____/Mo.
28	Concrete Beam Breaker	$_____/Day
29	Concrete Beam Breaker	$_____/Wk
30	Concrete Beam Breaker	$_____/Mo.
31	Vacuum Extractor	$_____/Mo
32	Asphalt Thermometer (Provided w/ Technician)	NC
33	Miscellaneous Expenses	Cost + ____%
TEX METHOD	TEST DESCRIPTION	UNIT COST
SOILS SECTION		
Tex-100-E	Surveying and Sampling Soils for Highways	$_____Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$_____Ea
Tex-104-E	Determination of Liquid Limit of Soils	$_____Ea
Tex-105-E	Determination of Plastic Limit of Soils	$_____Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$_____Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$_____Ea
Tex-108-E	Determination of Specific Gravity of Soils	$_____Ea
Tex-110-E	Part I Sieves thru 40 Part II Sieves thru 200 Additional Sieves	$_____Ea $_____Ea $_____Ea
Tex-111-E	Minus 200 Sieve Analysis	$_____Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$_____Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$_____Ea
Tex-117-E	Triaxial Compressive Test for Disturbed Soils and Base materials (Part I Standard Method) Disturbed Soils and Base Materials (Part II)	 $_____Ea $_____Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$_____Ea
Tex-128-E	Determination of Soil pH	$_____Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$_____Ea
HOT MIX SECTION		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry) Sieve Analysis of Fine and Coarse Aggregates (Wet)	$_____Ea $_____Ea
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$_____Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$_____Ea
Tex-203-F	Sand Equivalent Test	$_____Ea

Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$_____Ea
TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$_____Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$_____Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$_____Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$_____Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$_____Ea
Tex-217-F	Determination of Deleterious Material and Decantation Test for Coarse Aggregate	$_____Ea $_____Ea
Tex-224-F	Determination of Falkiness index	$_____Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$_____Ea
CONCRETE SECTION		
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry) Sieve Analysis of Fine and Coarse Aggregate (Wet)	$_____Ea $_____Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$_____Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$_____Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$_____Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$_____Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$_____Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$_____Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$_____Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$_____Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	$_____Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$_____Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$_____Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$_____Ea
Tex-460-A	Determination of Crushed Face Particle Count	$_____Ea

TEX METHOD	TEST DESCRIPTION	UNIT COST
ASPHALT SECTION		
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$_____Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$_____Ea
OTHER SECTION	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

DRAFT

EXHIBIT B

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"CONSTRUCTION MATERIALS TESTING SERVICES"

RFQ NO.: 2011-004-01-05-MEG

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. STAFFING OF PROJECT TEAM **(25)**

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES **(20)**

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY **(20)**

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS **(25)**

The proposal shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS **(10)**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

EXHIBIT "B"
RFQ EVALUATION FORM – RFQ No.2011-004-01-05-MEG
HIDALGO COUNTY-"CONSTRUCTION MATERIALS TESTING SERVICES"

Selection Criteria	Points	Score
1. Staffing of Project Team **(25)**		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing similar contracts for counties, cities, drainage/irrigation districts, TXDOT etc.	10	
➢ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	**TOTAL:**	
2. Experience of Project Team/Ability to Commit Resources **(20)**		
➢ Designate experienced engineering staff to efficiently perform the work.	10	
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	**TOTAL:**	
3. Methodology **(20)**		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	**TOTAL:**	
4. Understanding of Project/Similar Projects **(25)**		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies	5	
➢ Identify information to be gathered or obtained	10	
Comments/Rationale for points:	**TOTAL:**	
5. Familiarity with Applicable Rules and Regulations **(10)**		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	10	
Comments/Rationale for points:	**TOTAL:**	
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

Hidalgo County

(Including All Funding Sources, Programs, And Entities)

Request for Qualifications

"CONSTRUCTION MATERIALS TESTING SERVICES"

RFQ NO.: 2011-004-01-05-MEG

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
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 ☐ OTHER S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED [illegible] (Any one person) PERS & ADV INJURY [illegible]AL AGGREGATE [illegible]DUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	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"

CIQ FORM

Hidalgo County
(Including All Funding Sources, Programs, And Entities)
Request for Qualifications

"CONSTRUCTION MATERIALS TESTING SERVICES"

RFQ NO.: 2011-004-01-05-MEG

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

EXHIBIT "E"

PROPOSER'S AFFIDAVIT

Hidalgo County

(Including All Funding Sources, Programs, and Entities)

Request for Qualifications

"CONSTRUCTION MATERIALS TESTING SERVICES"

RFQ NO.: 2011-004-01-05-MEG

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___.

BIDDER/VENDOR APPLICATION AND W-9

Hidalgo County
(Including All Funding Sources, Programs, and Entities)
Request for Qualifications

"CONSTRUCTION MATERIALS TESTING SERVICES"

RFQ NO.: 2011-004-01-05-MEG

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or 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.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ---------- ☐ Exempt from backup withholding

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

DEBARMENT

Hidalgo County

(Including All Funding Sources, Programs, and Entities)

Request for Qualifications

"CONSTRUCTION MATERIALS TESTING SERVICES"

RFQ NO.: 2011-004-01-05-MEG

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.

EXHIBIT A

-Scope of Services to be Provided by the County

EXHIBIT "A"

Services to be provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be Provided by the Laboratory

RABA KISTNER
CONSULTANTS

Raba Kistner
Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956 :: 682 :: 5332
F 956 :: 682 :: 5487
TBPE Firm F-3257

Proposal No.: PMD12-040-00 Revised
March 27, 2012

Ms. Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 83
Edinburg, Texas 78539

RE: Construction Materials Observation and Testing Services
Hidalgo County - New Administration Offices for Precinct 4
Edinburg, Hidalgo County, Texas

Dear Ms. Saenz:

Raba Kistner Consultants, Inc. (RKCI) is pleased to have been selected to provide Construction Materials Observation and Testing Services for the above referenced project.

Our opinion of probable cost of services for this project is **$29,838.88.**

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plans and specifications in compacted disk format, picked-up at the office of PRODIGY Construction Management, LLC, the project's construction manager, on Friday, February 24, 2012, and are without the aide of the general contractor's schedule. The scope and quantity of services provided will be dependent upon services actually required by you or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI.**

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA KISTNER CONSULTANTS, INC.

Dennis C. Charkow
Supervisor, CME

DCC/rs
Attachments: Basic Charges
I- Standard Terms and Conditions
II- Schedules of Fees

Copies submitted: Above (2) Hand Delivered

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date _____

RABA KISTNER

STANDARD TERMS AND CONDITIONS

1. **SERVICES.** Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument, is referred to as "RK" herein) is being engaged by the CLIENT to render professional services involving only RK's tests and observation reports, advice, judgment and opinion. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services.

2. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information in the performance of RK's services. RK will not conduct an independent evaluation of the accuracy or completeness of such information and shall not be responsible for any errors or omissions in such information. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of our borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

3. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants and shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT'S contractors, subcontractors, or other parties present at the site.

4. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

5. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

6. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if delegated to contractor) for notifying and scheduling RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

7. **ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the requirements of the project as listed in the specification and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.

8. **RIGHT TO RETAIN SUB-CONSULTANTS.** CLIENT acknowledges that while performing the services and work products, situations or circumstances may occur where RK determines that in its judgment the services of sub-consultants may be necessary.

9. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take title to any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

10. **NO THIRD-PARTY BENEFICIARIES.** The services and any report prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT.

11. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.

12. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work products.

13. **LIMITATION OF LIABILITY.** To the greatest extent permitted by law, CLIENT'S sole remedy against RK for claims and liabilities in any way arising out of or directly or indirectly related to the error, omission, or other professional negligence of RK's work for CLIENT will not exceed an aggregate limit of $100,000 or the amount of RK's fee, whichever is greater for that portion of RK's work found to be defective, regardless of the legal theory which remedy is sought, whether based on negligence [whether sole or concurrent, active or passive], breach of contract, breach of warranty, strict liability or otherwise.

14. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

15. **SUSPENSION OF SERVICES.** If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

16. **INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, RK AGREES TO INDEMNIFY AND HOLD THE CLIENT HARMLESS FROM AND AGAINST LIABILITIES, DAMAGES AND COSTS TO THE EXTENT CAUSED BY RK'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT AND TO THE EXTENT THAT RK IS RESPONSIBLE FOR THE LIABILITIES, DAMAGES AND COSTS ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY BETWEEN RK AND THE CLIENT. NEITHER CLIENT NOR RK IS RESPONSIBLE FOR DAMAGES OR LIABILITIES CAUSED BY THE NEGLIGENCE OF THE OTHER PARTY. IN NO EVENT SHALL THE INDEMNIFICATION OBLIGATION EXTEND BEYOND THE DATE WHEN THE INSTITUTION OF LEGAL OR EQUITABLE PROCEEDINGS FOR PROFESSIONAL NEGLIGENCE WOULD BE BARRED BY AN APPLICABLE STATUTE OF REPOSE OR STATUTE OF LIMITATIONS. THIS INDEMNIFICATION EXPRESSLY EXCLUDES THE DUTY OF RK TO DEFEND THE CLIENT. HOWEVER, THE ABSENCE OF THE DUTY TO DEFEND SHALL NOT PRECLUDE THE CLIENT FROM SEEKING RECOVERY OF ITS REASONABLE ATTORNEYS' FEES AS PART OF ITS DAMAGES. THE CLIENT AGREES TO LOOK SOLELY TO THE CORPORATE ASSETS, INCLUDING BUT NOT LIMITED TO INSURANCE POLICIES, OF RK, WITH RESPECT TO SATISFACTION OF ANY LIABILITIES THAT MAY ARISE OUT OF THE PERFORMANCE OF THIS AGREEMENT. ACCORDINGLY, NO EMPLOYEE, PRINCIPAL, DIRECTOR, OFFICER, PARTNER, OR SHAREHOLDER OF RK SHALL BE SUBJECT TO ANY PERSONAL LIABILITY ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THIS AGREEMENT.**

17. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of RK's principal place of business; the claim will be brought and tried in judicial jurisdiction of the court of the county where RK's principal place of business is located, and CLIENT waives the right to remove action to any other county or jurisdiction; and the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.

18. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.

19. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date on which RK issues its report under this Agreement; or (2) if RK is retained to perform construction observation, the date of substantial completion of the project.

20. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

21. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.

22. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.

23. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

EXHIBIT C

-Laboratory's Contract BAFO/Cost Proposal/CMT Rates

RABA KISTNER CONSULTANTS

May 8, 2012

Raba Kistner
Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956 :: 682 :: 5332
F 956 :: 682 :: 5487
TBPE Firm F-3257

Ms. Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Hwy. 281
Edinburg, Texas 78539

Re: Construction Materials Observation and Testing Services
Hidalgo County - New Administration Offices for Precinct 4
Edinburg, Hidalgo County, Texas

Dear Ms. Saenz:

Raba Kistner Consultants, Inc., (RKCI), has provided a proposal to perform construction materials observation and testing services to Hidalgo County Purchasing Department for the New Administration Offices for Precinct 4 project on an "on-call" basis. The proposal is dated Tuesday, March 27, 2012, and is **RKCI** Proposal number PMD12-040-00 Revised. The estimated cost of services as indicated in this proposal is **$29,838.88**. This amount constitutes the best and final offer by **RKCI.**

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

Very truly yours,

RABA KISTNER CONSULTANTS, INC.

Dennis Charkow
Supervisor, CME

Copies submitted: Above (1)

RABA KISTNER
CONSULTANTS

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www.rkci.com

P 956 :: 682 :: 5332
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TBPE Firm F-3257

Proposal No.: PMD12-040-00 Revised
March 27, 2012

Ms. Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 83
Edinburg, Texas 78539

RE: Construction Materials Observation and Testing Services
Hidalgo County - New Administration Offices for Precinct 4
Edinburg, Hidalgo County, Texas

Dear Ms. Saenz:

Raba Kistner Consultants, Inc. (RKCI) is pleased to have been selected to provide Construction Materials Observation and Testing Services for the above referenced project.

Our opinion of probable cost of services for this project is **$29,838.88.**

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plans and specifications in compacted disk format, picked-up at the office of PRODIGY Construction Management, LLC, the project's construction manager, on Friday, February 24, 2012, and are without the aide of the general contractor's schedule. The scope and quantity of services provided will be dependent upon services actually required by you or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI.**

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA KISTNER CONSULTANTS, INC.

Dennis C. Charkow
Supervisor, CME

DCC/rs
Attachments: Basic Charges
I- Standard Terms and Conditions
II- Schedules of Fees

Copies submitted: Above (2) Hand Delivered

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date _____

BASIC CHARGES

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

   Travel Time (round trip) ..... 1.00 /hour(s)

   Vehicle Trip Charge ..... $ 45.00/trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.

3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.

5. Minimum of 2 hours billing per visit to project site.

6. A ten (10) percent project management and administration cost will be added to all invoices.

7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RKCI** will keep you CLIENT appraised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **RKCI** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **RKCI** for the project.

8. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County - New Administration Offices for Precinct 4
Edinburg, Hidalgo County, Texas

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil and Building Pads Earthwork:				
1. Moisture-Density Relationship (Proctor)	$214.75	each	4	$859.00
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$78.25	each	4	$313.00
3. Sieve Analysis -200	$53.00	each	3	$159.00
4. Sieve Analysis - Flexible Base Material	$53.00	each	1	$53.00
5. Technician Time Sampling	$46.00	hour	8	$368.00
6. Proof Rolling Observation	$46.00	hour	1	$46.00
7. Lime Series Cuve Determination Including Five pH Determinations	$385.00	each	1	$385.00
8. Field Density Test - Parking and Access	$19.75	each	51	$1,007.25
9. Technician Time - Density Testing Parking and Access	$46.00	hour	68	$3,128.00
10. Utility Backfill Field Density Test	$19.75	each	60	$1,185.00
11. Technician Time - Density Testing - Utility Backfill	$46.00	hour	30	$1,380.00
12. Field Density Test - Building Pads	$19.75	each	54	$1,066.50
13. Technician Time - Density Testing - Building Pads	$46.00	hour	72	$3,312.00
14. Vehicle Travel Charge	$45.00	trip	45	$2,025.00
Subtotal				**$15,286.75**
Concrete: Civil Work				
1. Concrete Compressive Strength Tests	$14.50	each	10	$145.00
2. Technician Time - Concrete Testing	$46.00	hour	8	$368.00
3. Air Content of Concrete	$27.00	each	2	$54.00
4. Technician Time - Pick-Up of Specimen(s)	$46.00	hour	3	$138.00
5. Vehicle Travel Charge	$45.00	trip	3	$135.00
Subtotal				**$840.00**
Concrete: Building Pad				
1. Concrete Compressive Strength Tests	$14.50	each	50	$725.00
2. Technician Time - Concrete Testing	$46.00	hour	30	$1,380.00
3. Air Content of Concrete	$27.00	each	10	$270.00
4. Technician Time - Pick-Up of Specimen(s)	$46.00	hour	4	$184.00
5. Vehicle Travel Charge	$45.00	trip	3	$135.00
Subtotal				**$2,694.00**

-CONTINUED ON PAGE 5 -

CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County - New Administration Offices for Precinct 4
Edinburg, Hidalgo County, Texas

Drilled Pier Observation:				
1. Observation - Technician Time	$58.50	hour	8	$468.00
2. Air Content of Concrete	$27.00	each	1	$27.00
3. Cylinders Cast in Conjunction with Observation	$14.50	each	5	$72.50
4. Technician Time - Pick-Up of Specimen(s)	$46.00	hour	3	$138.00
5. Vehicle Travel Charge	$45.00	trip	2	$90.00
Subtotal				**$795.50**
Structural Steel Observation:				
1. Structural Steel Observation/Bolts and Weld Certified Welding Inspector	$111.50	hour	18	$2,007.00
2. Non- Destructive Testing (Radiographic/Ultrasonic)	Cost + 15%		As Requested	
3. Vehicle Travel Charge	$45.00	trip	3	$135.00
Subtotal				**$2,142.00**
Masonry:				
1. Masonry Observation	$58.50	hour	40	$2,340.00
2. Mortar/Grout Compressive Strength Testing	$17.00	each	52	$884.00
3. Vehicle Travel Charge	$45.00	trip	10	$450.00
Subtotal				**$3,674.00**
Asphalt:				
1. Asphaltic Concrete Laydown Observation	$55.00	hour	16	$880.00
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$265.00	each	2	$530.00
3. Maximum Theoretical Specific Gravity of Asphalt	$97.00	each	2	$194.00
4. Vehicle Travel Charge	$45.00	trip	2	$90.00
Subtotal				**$1,694.00**
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$2,712.63
Subtotal				**$2,712.63**
		GRAND TOTAL		**$29,838.88**

CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County - New Administration Offices for Precinct 4
Edinburg, Hidalgo County, Texas

Fees for Consulting & Coordination Services	Unit Fees
Principal Engineer	$ 135.00 to 250.00/hr
Managing Engineer	95.00 to 200.00/hr
Staff Engineer	70.00 to 200.00/hr
Laboratory Manager	65.00 to 150.00/hr
Construction Services Manager	65.00 to 90.00/hr
Outside Professional Services & Reimbursable	Cost +15%
Additional Insured	160.00/ea
Report Preparation and Administration	38.00 to 75.00/hr

RABA KISTNER

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

Principal	$135 to $250/hour
Professional	$70 to $200/hour
Auto Cad Operator	$65 to $110/hour
Technical/Clerical/Administrative	$40 to $80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a $10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at $1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at $70.00 per day, plus $1.00 per mile over 50 miles per day. Copies will be charged at $0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

EXHIBIT D

-Work Authorization Form

EXHIBIT "D"
HIDALGO COUNTY
Professional Construction Material Testing Laboratory Services
Agreement# C-12-140-00-00
Work Authorization Form

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional Laboratory's of_____ Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Laboratory** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _ -_ _ -_ _ _ -_ _ _ -_ _ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.4, Commissioner, Joseph Palacios, as to content and detail of this Work Authorization No. ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 4:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____(approval date)_____ as indicated below and effective as of _____ day of _____, 2012.

THE LABORATORY:
RABA KISTNER CONSULTANTS, INC.

_____
By: Martin Vila, P.E., F. ASCE/Senior VP

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

EXHIBIT E

-Supplemental Agreement Form

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____ _____, Professional Laboratory of, _____, Texas, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ **2011** concerning Laboratorying for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

1. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/23/2012

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	CONTACT NAME: Janet Hajek
Catto & Catto 217 East Houston Street Suite 100 San Antonio TX 78205-2694	PHONE (A/C,N o, Ext): 210-222-2161 FAX (A/C,N o): 210-222-1618 E-MAIL ADDRESS: jhajek@catto.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Guarantee & Liability	
INSURER B : American Zurich Ins. Co.	
INSURER C : Zurich American Ins Co	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	
Raba Kistner Inc. P.O. Box 690287 San Antonio TX 78269-0287	Manuel Zuniga

COVERAGES **CERTIFICATE NUMBER:** 457653120 **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 X CONTRACTUAL GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			GLA3994747	10/1/2011	10/1/2012	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 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			GLA3994747	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $0			UMB3994749	10/1/2011	10/1/2012	EACH OCCURRENCE AGGREGATE $	$2,000,000 $2,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC3994748	10/1/2011	10/1/2012	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Named Insureds: Raba Kistner, Inc dba Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc, Raba Kistner Facilities, Inc., Raba Kistner Infrastructure and Raba Ingenieros S. de R.L. de C.V.

Project: Multi Purpose Facility/Mechanical Shop for Hidalgo County Pct. 4

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
Attn: Ms. Leticia H. Saenz, CPPB/Contracts Mgr.
2812 South Business Hwy 281
Edingburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-32350 **Purchasing Department** **18. C. 1.**

CC REGULAR

Meeting Date: 05/29/2012

Department Head: Agapito Vargas **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommendation by project engineer Javier Hinojosa Engineering to Hidalgo County Commissioners Court to award to lowest bidder meeting all specifications: GP7 Construction, LLC in the amount of $163,402.20 for Bid No. CAP-12-090-04-11-YSI "Road & Drainage Construction for La Homa Road Subdivision."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-123-385-1-731/733

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

BUDGETARY IMPACT:

Available funds pending approval of AI - 32569 (5/29/12 CC) are $200,114.70.

Obj 731: $ 99,479.70 (pending approval of transfer in the amount of $9,513.70)
Obj 733: $100,635.00

Attachments

cost brkdown la homa
tx dot conc la homa
eng recomend la homa
b tab sheet la homa
ai request la homa

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/24/2012 12:18 PM
Budget & Management	Merlen P. Munoz	05/24/2012 12:58 PM
Perla Lopez	Perla Lopez	05/25/2012 01:26 PM
Auditor's Office	Monica Badillo	05/25/2012 03:31 PM

Form Started By: Yvette Islas Started On: 05/15/2012 10:04 AM

Final Approval Date: 05/25/2012

La Homa Road Subdivision
CSJ: 3C1080385
Cost Breakdown
Precinct 3

			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	100	Preparing ROW	STA	12.88	$615.00	$7,921.20			
2	247	Flex Base (RD DEL) TY "E" GR4	CY	4210	$6.50	$27,365.00			
3	251	Reworking Fase Material (DC) (TY D CLII)	SY	4210	$3.25	$13,682.50			
4	310	Prime Coat (MC-30)	GAL	842	$4.25	$3,578.50			
5	340	D-GR HMA (METH) TY-D SAC-B PG76-22	SY	3625	$9.00	$32,625.00			
6	502	Barricades, Signs and Traffic Handling	LS	2	$1,500.00	$3,000.00			
7	530	Turnouts (Asphalt, Concrete, Pavement) (PBS-2)	SY	30	$20.00	$600.00			
		Relocate Mail Boxes	LS	1	3380	$3,380.00			
		SubTotal Base Bid				**$92,152.20**			
		DRAINAGE							
1	530	Driveways (Asphalt, Concrete, Pavement)	SY	750	$16.00	$12,000.00			
2	530	Driveways (Concrete)	SY	950	$35.00	$33,250.00			
3	556	15" ADS Corrugate Pipe	LF	1400	$15.00	$21,000.00			
4	556	18" RCP Culvert Pipe	LF	70	$22.00	$1,540.00			
5	556	Safety End Treatment	EA	2	$650.00	$1,300.00			
6	5249	Temp Sedmt Cont Fence	LF	540	$3.00	$1,620.00			
7	5249	Temp Sedmt Cont Fence (Remove)	LF	540	$1.00	$540.00			
		SubTotal Drainage				**$71,250.00**			
		GrandTotal Roadwork Base Bid and Drainage				**$163,402.20**			

$27,637.16
$89,966.00

Project Length: (LF)	1310	
Cost Per Linear Feet @ $500K/mile:	$ 94.70	
Tot. Proj. Allowable (Cost per LF @$500K/mi X Proj. Lngth):	**$ 124,057.00**	
Roadwork Allocation (Eng, Road Const and Contingency):	**$ 18,740.73**	
Allowed Increase:	**$ 105,316.27**	**Amt Inc.: $ 4,685.18**

Road Construction Allocation:	$ 89,966.00
Possible 25% Transfer In Other Projects:	$ -
Contingency Transfer In:	$ 9,513.70
Total Allocation, 25% Transfer and Contingency Transfer	$ 99,479.70
Low Base Bid Roadwork	$92,152.20
Overrun/Underrun	$7,327.50

Change Order

Drainage Allocation:	$ 100,635.00
Transfer In: Other Projects	
Total Allocation and Transfer	$100,635.00
Drainage Cost:	$71,250.00
Overrun/Underrun	$29,385.00

Change Order

La Homa Road Subdivision
CSJ: 3C1080385
Cost Breakdown
Precinct 3

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:	$	-
Transfer In: Other Projects		
Total Allocation and Transfer		$0.00
Drainage Cost:		$0.00
Overrun/Underrun		$0.00

COLONIA ACCESS PROGRAM
County of Hidalgo

Agapito Vargas, Jr.
Executive Director

25 April 2012

Judy Sanchez, Pharr District Colonia Program Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-12-090-04-11-YSI 3rd Call Project; La Homa Road Subdivision
CSJ: 3C108385

Dear Judy:

Attached please find information regarding the award of the above-referenced 3rd Call Colonias Project for road construction and drainage.
Please be advised that the County will proceed to award the bid on the following:

1. Engineer's Recommendation
2. Bidder meets all County requirements
3. Bids is the lowest of bids received
4. Cost breakdown

Javier Hinojosa Engineering has reviewed bids and tabulations and is recommending GP7 Construction, LLC of Brownsville, TX as the low bidder for the above-referenced project. The amount budgeted for roads is $118,470.73 and budgeted for drainage is $100,635.00 for a total amount of $219,105.73. Based on the low bid amounts, roadwork and drainage will both have underruns. The county anticipates lapse funds for both roadwork and drainage.

The award will be to the low bidder GP7 Construction, LLC with a low bid amount of $163,402.20.

The bids were as follows:

Contractor	Read Total	Correct Total
GP7 Construction	$163,402.20	$163,402.20
2GS, LLC	$168,996.50	$168,996.50
FJW Construction	$174,054.50	$174,054.50
Asago Construction	$182,119.00	$182,119.00
JM Construction	$198,045.50	$198,045.50
IOC Company, LLC	$199,950.00	$199,950.00

Office: (956) 787-1891 • Fax: (956) 787-4683
301 E. State • Pharr, Texas 78577
Equal Opportunity Employer

Valley Paving, Inc.	$213,523.50	$213,523.50
Jimmy Closner and Sons, Inc	$221,627.50	$221,627.50
JF Utility Trenching	$228,442.00	$228,442.00

Commissioner Jose M Flores concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 460-6364.

Sincerely Yours,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program

Cc: Commissioner Jose M Flores, Hidalgo County Precinct 3 (Ltr Copy Only)
Valde Guerra, Commissioner's Court Executive Officer (email)
Norma Ceballos, Executive Assistant, Precinct 3 (email)
Eralio Palacios, HCBCAP County Wide Coordinator (email)
Rossana Schettino, Grant Accountant II (email)
Yvette Islas, HCCAP Buyer II (email)
Project files

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295

April 23, 2012

Commissioner Joe M. Flores
Hidalgo County Precinct No. 3
724 N. Breyfogle
Mission, Texas 78572

Re: Colonia Access Program Round II
Bid No. CAP-12-090-04-11-YSI
La Homa Road Subdivision

Dear Commissioner Flores,

Bids were received and opened for the Colonia Access Program Bid No. CAP-12-090-04-11-YSI La Homa Road Subdivisions on April 11, 2012. A total of nine bids were received with GP7 Construction, LLC being the low bidder with a total base bid of $163,402.20. Attached is a copy of the bid tabulation for your review. This project involves the reconstruction of Ricardo Avenue within La Homa Road Subdivision. Attached is a resume for GP7 Construction, LLC that shows previous projects completed. They are proposing to also utilize 2GS, LLC as a subcontractor for this project. We recommend award of the contract to GP7Construction, LLC in the amount of $163,402.20.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Mr. Agapito Vargas, Director, Colonia Access Program
Ms. Yvette S. Islas, Hidalgo County Purchasing Department

Steven A. Garza

304 Palo Verde Drive • Brownsville, Tx. • (956) 789-7784 • steve.GP7@hotmail.com

GP7 CONSTRUCTION, LLC-OWNER

Successful business owner since May 15, 2012. GP7 Construction, LLC. has become one of the leading and innovative construction companies in the Rio Gande Valley. GP7 Construction scope of work is very diverse stretching from residential to heavy civil commercial construction. Key skills include:

- Project Management
- Infrastructure Improvement
- Plans & Specification Studies
- Bidding/Estimating/Proposals
- Profit Management
- Environmental Safety

Project Highlights

Palmview Asphalt Walkway and Fence (Hidalgo Urban County) $54,100 Current.
36" Raw Waterline (Brownsville PUB) $89,500. Complete 5-12.
Los Angeles Subdivision (2GS Construction) $98,650 Complete 4-12.
Morrison Road Pedestrian Rail (City of Brownsville/Pederson Cont.) $22,500. Completed 2-12
Highway 100 Pedestrian Rail (City of Los Fresnos/Pederson Cont.) $34,000. Completed 1-12
John Gloor Park Retaining Wall (Brownsville PUB) $99,400. Completed 12-11.

Education & Certifications

FALFURRIAS HIGH SCHOOL (FALFURRIAS, TX.) —High school Diploma **(Class of 1994).**

UNIVERSITY OF TEXAS IN BROWNSVILLE – (1994-1996)

UNIVERSITY OF TEXAS PAN AMERICAN– Bachelors in Psychology(1999)

UNIVERSITY OF TEXAS IN BROWNSVILLE – Master Degree in Counseling (2002)

Employer Summary

GP7 Construction LLC. (Brownsville, Tx.)*Owner*-May 2011 to Present.

Own and operate GP7 Construction. Manage all construction activities for upcoming and ongoing projects.

Rio Valley Pipe, Upper Valley Materials, Magic Valley Concrete, L & R Precast Concrete Works (Mission,Tx.)*Sale Manager*-2002 to May 2011.

Manage and Produce 50 Million dollars a year of heavy construction material consisting of Reinforced Concrete Pipe, Hot-Mix Asphalt, Ready-Mix Concrete, and Precast Concrete Structures.

International Emergency Services (Los Fresnos, Tx.)*Case Manage/Counselor*-1999 to 2002

Responsible for managing a 250 bed facility where undocumented juvenile aliens were housed and detained.

GP7

CONSTRUCTION, LLC.

304 PaloVerde
Brownsville, Tx. 78521
(956)789-7784
Email: steve.GP7@hotmail.com

List of References

1.) Efrain (Milnet Eng.)
(956)688-5656
2.) Saul Munoz P.E.
(956)369-7035
3.) Alfredo Hernandez (AGH Engineering)
(956)574-8300
4.) Rufino Garza (Magic Valley Concrete)
(956)330-41
5.) Agustine Ramirez P.E.
(956)534-0630

Sub-Contractor

1.) 2GS, LLC. Beto Garcia Jr.
(956)607-4448

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 3 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: April 11, 2012 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR LA HOMA RD SUBDIVISION"

BID NO: CAP-12-090-04-11-YSI

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR CONSTRUCTION	BID BOND/ CASHIER'S CHECK
1.	FJW Construction, LLC	$174,054.50	Bid Bond Submitted
2.	GP7 Construction, LLC	$163,402.20	Bid Bond Submitted
3.	Jimmy Closner & Sons Const. Co., Inc.	$221,627.50	Bid Bond Submitted
4.	J F Utility Trenching	$228,442.00	Bid Bond Submitted
5.	Valley Paving Inc.	$213,523.50	Bid Bond Submitted
6.	J. M. Construction	$198,045.50	Bid Bond Submitted
7.	IOC Company, LLC	$199,950.00	Bid Bond Submitted
8.	Asago Construction	$182,119.00	Bid Bond Submitted
9.	2GS, LLC	$168,996.50	Bid Bond Submitted
10.			

From:	marcie.jackson
To:	yvette.islas@co.hidalgo.tx.us
Cc:	"Agapito Vargas"
Subject:	Request for approval to award Contract - La Homa Road Subdivision
Date:	Wednesday, May 16, 2012 4:54:28 PM

Yvette, please place the following item on CC agenda for Tuesday 22nd May 2012:

Approval to award contract to low bidder for 3rd Call Border Colonias Access Program Project
Project Name: La Homa Road Subdivision (CSJ: 3C1080385)
Project Location: Precinct 3
Low Bidder: GP7 Construction, LLC
Project Engineer: Javier Engineering; McAllen, TX
Account: 2-1312-431-00-123-385-1-731/733

Attached is correspondence to TxDOT requesting concurrence, engineer's letter of recommendation, cost breakdown, engineer's tabulation sheet.

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/207-9850
email: agapito.vargas@co.hidalgo.tx.us

AI-32374 **Purchasing Department 18. C. 2.**

CC REGULAR

Meeting Date: 05/29/2012

Department Head: Agapito Vargas **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional (construction material testing) service;

b. Presentation of scoring grid (for purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Construction Material Testing in connection with Pct 3 Round III-B BCAP Projects.

Firm	L & G Engineering Laboratory	EarthCo	Terracon
Evaluator 1	94	67	86
Ranking			

c. Authority for the Purchasing Department to negotiate a professional (Construction Material Testing) contract with the No. 1 ranked firm of _____ for the provision of construction material testing services for Pct 3 Round III-B BCAP Projects (Ramirez, Ramirez No.2, Ramirez No.3, Randolph Barnette No 1, Regal Estates, Jardin Terrace.)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-123-587-0-339

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

BUDGETARY IMPACT:

Ramirez Subdivision: Available funds as of 5/25/12 are $2,747.82.

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-123-588-0-339

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

BUDGETARY IMPACT:

Ramirez Subdivision #2: Available funds as of 5/25/12 are $3,314.82.

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-123-589-0-339

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

BUDGETARY IMPACT:

Ramirez Subdivision #3: Available funds as of 5/25/12 are $3,454.37.

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-123-600-0-339

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

BUDGETARY IMPACT:

Randolph Barnett #1: Available funds as of 5/25/12 are $3,229.87.

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-123-606-0-339

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

BUDGETARY IMPACT:

Regal Estates: Available funds as of 5/25/12 are $5,801.63.

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-123-348-0-339

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

BUDGETARY IMPACT:

Jardin Terrace: Available funds as of 5/25/12 are $5,872.82.

Attachments

cmt pct3

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/24/2012 12:31 PM
Budget & Management	Merlen P. Munoz	05/24/2012 12:59 PM
Perla Lopez	Perla Lopez	05/25/2012 09:00 AM
Auditor's Office	Arcilia Duran	05/25/2012 12:57 PM

Form Started By: Yvette Islas Started On: 05/15/2012 03:15 PM

Final Approval Date: 05/25/2012

HIDALGO COUNTY PCT #3

for

Construction Material Testing Services

BCAP

Round III Projects

GRID

(Ramirez, Ramirez No.2, Ramirez No.3, Randolph Barnette No 1, Regal Estates, Jardin Terrace)

Firm	L & G Engineering Laboratory Inc.	EarthCo	Terracon
Evaluator 1	94	67	86
RANKING			

*Scoring & Evaluation was completed by Pct No. 3

AI-32327 **Purchasing Department 18. D. 1.**

CC REGULAR

Meeting Date: 05/29/2012

Department Head: Agapito Vargas **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional (construction material testing) service;

b. Presentation of scoring grid (for purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Construction Material Testing in connection with Pct 4 Round 3 BCAP Projects (Engleman Estates & Rankin Subdivision);

Firm	L & G Engineering Laboratory, Inc.	MEG Engineers	Raba Kistner Consultants
Evaluator 1	98	96	97
RANKING			

c. Authority for the Purchasing Department to negotiate a professional (Construction Material Testing) contract with the No. 1 ranked firm of _____ for the provision of construction material testing services for Pct 4 Round 3 BCAP Projects (Engleman Estates & Rankin Subdivision).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-124-260-0-339

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

BUDGETARY IMPACT:

Available balance as of 5-24-12 $6,076.25

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-124-603-0-339

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

BUDGETARY IMPACT:

Available balance as of 5-24-12 $18,310.38

Attachments

cmt p4 grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/24/2012 10:58 AM

Budget & Management	Merlen P. Munoz	05/24/2012 11:49 AM
Manuel Chapa	Manuel Chapa	05/24/2012 02:13 PM
Auditor's Office	Arcilia Duran	05/25/2012 12:58 PM

Form Started By: Yvette Islas Started On: 05/11/2012 02:16 PM

Final Approval Date: 05/25/2012

HIDALGO COUNTY PCT #4

for

Construction Material Testing Services

BCAP

Round 3 Projects (Additional Colonias)

(Rankin & Engleman Estates)

GRID

Firm	L & G Engineering Laboratory Inc.	MEG Engineers	Raba Kistner Consultants
Evaluator 1	98	96	97
RANKING			

*Scoring & Evaluation was completed by Pct No. 4

AI-32483 **Purchasing Department 18. E. 1.**

CC REGULAR

Meeting Date: 05/29/2012

Department Head: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of difference options for CC consideration and approval in connection with improvements to a County-owned building housing the Hidalgo County WIC Program:

A. Approval of a Memorandum of Understanding (MOU), drafted by legal counsel, between Hidalgo County and the Hidalgo County WIC Program in connection with the housing of the program at the county-owned site located at 3105 E. Richardson Road, Edinburg, Texas;

B. Recommendation by project architect, Dannenbaum to award lowest bid received in connection with: Additions and Renovations to the WIC Clinic/Offices located at 3105 E. Richardson, Edinburg, Texas-RFB #2012-021-02-29-MSS; OR,

C. As requested by WIC Program Director, Ms. Norma Longoria, recommendation to reject all bids received for Hidalgo County W.I.C. Program, -Additions and Renovations to the WIC Clinic/Offices located at 3105 E. Richardson, Edinburg, Texas. RFB No. 2012-021-02-29-MSS as all proposals were over budget;

D. Pursuant to AIA, B-101, 2007 Form of Agreement between Hidalgo County (Owner) and Dannenbaum Engineering Company (Architect), Sections 6.6.4 & 6.7, proceed to revise project program, scopes or quality as required to reduce cost of the work without additional compensation approval for architect to modify the construction documents;

E. Requesting authority to re-advertise and approval of revised plans and specifications developed by project architect Dannenbaum Engineering Company for the project: Hidalgo County WIC Program -Additions and Renovations to the W.I.C. Clinic/Offices located at 3105 E. Richardson, Edinburg, Texas. RFB No. 2012-021A-06-13-MSS;

BACKGROUND

Proposed procurement schedule:

Event:	Date
Court Approval to re-advertise and approval of Modified/Revised Plans.	05/22/12
1st Advertisement	05/26/12
2nd Advertisement	06/02/12
Pre-Bid Conference to be held at the conference room of the Purchasing Department	06/05/12 @ 3:00 PM
Bid Due Date	**06/13/12 @ 3:00 PM**

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1292-441-00-350-001-2-452

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

BUDGETARY IMPACT:

Funds available as of 5/18/12 $38,560.00.

Attachments

Reject Bids request by Ms Longoria

MOU -WIC Clinic on Richardson, Edinburg

MOU Approval E-mail

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/25/2012 02:28 PM
Budget & Management	Merlen P. Munoz	05/25/2012 02:30 PM
Auditor's Office	Monica Badillo	05/25/2012 03:31 PM

Form Started By: Moises Salazar Started On: 05/22/2012

Final Approval Date: 05/25/2012

5/9/2012 5:44 PM
Moises Salazar

Moises Salazar

From: Norma Longoria [norma.longoria@wic.co.hidalgo.tx.us]
Sent: Wednesday, May 09, 2012 12:24 PM
To: Steve.McGarraugh@dannenbaum.com
Cc: martha.salazar@co.hidalgo.tx.us; moises.salazar@co.hidalgo.tx.us; leticia.saenz@co.hidalgo.tx.us; mague.gonzalez@wic.co.hidalgo.tx.us
Subject: Reject Bid
Attachments: LtrSteveMcGarraugh.doc

Good Afternoon,

Mr. McGarraugh attached is a letter asking to reject all bids due to budget constraints. I would like to rebid. Thank you for your attention to this matter.

Norma Longoria, MS, LD
WIC Director
Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, TX 78539
(956) 381-4646
(956) 380-4056 Fax

COUNTY of HIDALGO

Women, Infants and
Children Nutrition Program
3105 W. University Dr.
Edinburg, Texas 78539
(956) 381-4646
(956) 380-4056 Fax

May 9, 2012

Steve L. Mc Garraugh AIA
Project Architect
Dannenbaum Engineering Company –McAllen, LLC
1109 Nolana Loop, Suite 108
McAllen, Texas 78504

Dear Mr. McGarraugh,

I would like to advice you that I would like to reject all bids for the Edinburg WIC Office Renovation Project due to budget constraints.

If you have any additional questions, pleases don't hesitate to call me at (956)381-4646.

Thank you for you attention to this matter.

Sincerely,

Norma L. Longoria, M.S., L.D.
WIC Director

MEMORANDUM OF UNDERSTANDING
BETWEEN HIDALGO COUNTY WIC PROGRAM AND HIDALGO COUNTY
FOR HOUSING OF THE HIDALGO COUNTY WIC PROGRAM
AT THE EDINBURG PUBLIC HEALTH CLINIC

This MOU is hereby entered into by and between Hidalgo County, a political subdivision (hereinafter called the "County"), and the Hidalgo County WIC Program (hereinafter called "WIC").

WHEREAS, County owns that certain facility located at 3105 E. Richardson, Edinburg, Texas known as the Edinburg Public Health Clinic (the "Clinic");

WHEREAS, WIC has occupied approximately 3725 square feet of space of the Clinic (the "WIC space"); and

WHEREAS, WIC desires to utilize certain moneys, for improvement of the WiC space; and

WHEREAS, the State of Texas requires an acknowledgment by the County that WIC has not and will be charged rental for use of the WIC space.

NOW, THEREFORE, in consideration of the covenants, and conditions and provisions set forth herein, the parties hereto agree as follows:

1. County grants to WIC the use of the WIC space rent free for so long as WIC provides services in accordance with the laws and regulations governing the WIC Program.

2. **Amendment.** No amendment, modification or alteration of the of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by an authorized representative of the parties hereto.

3. **SEVERABILITY.** If any clause or provision of this Agreement is determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, including any renewals, then in that event it is the intent of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intent of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

4. **NON-DISCRIMINATION.** Any discrimination by either party or their agents or employees on account of race, color, sex, age, religion, disability, or national origin in relation to the performance of any obligations or duties under this Agreement is prohibited.

5. **NO PARTNERSHIP.** This Agreement does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party will have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against or in the name of or on behalf of the other party.

6. **NOTICES.** Notices to the parties hereto required or appropriate under this Agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to:

To: County
Hidalgo County
1615 S. Closner
Suite J
Edinburg, Texas 78539

To: WIC
Health & WIC Clinic
3105 E. Richardson
Edinburg, Texas 78539

7. **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.**

8. **FORCE MAJEURE.** Neither party to this Agreement shall be required to perform any term, condition, or covenant in this Agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this Agreement and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason or force majeure, either party is prevented from full performance of its obligations under this Agreement, written notice shall be provided to the other party within three days.

9. **CAPTIONS.** The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Agreement.

10. **AUTHORITY.** The signatories to this Agreement hereby represent and warrant that they have authority to execute this Agreement on behalf of each of their respective entities.

11. **COMMITMENT OF CURRENT REVENUES ONLY.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903

12. **IN WITNESS THEREOF**, the parties have duly approved this Memorandum Of Understanding in duplicate originals on this ____ day of _____, 2012.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

HIDALGO COUNTY CLERK

_____
Arturo Guarjardo, Jr.

HIDALGO COUNTY HEALTH & WIC CLINIC

By: _____

Its: _____

5/24/2012 5:03 PM
Moises Salazar

Moises Salazar

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, May 24, 2012 4:29 PM
To: moises.salazar@co.hidalgo.tx.us; valde.guerra@co.hidalgo.tx.us
Cc: monica.badillo@co.hidalgo.tx.us; 'Darlene Betancourt'
Subject: FW: WIC-MOU

Importance: High

Moises:
Attach the MOU to the agenda you created including this e-mail which confirms that legal counsel drafted the document.
Marty
PS Give me AI number so we can ask it to be moved.

From: norma [mailto:norma.longoria@wic.co.hidalgo.tx.us]
Sent: Thursday, May 24, 2012 4:17 PM
To: Martha Salazar
Subject: Re: WIC-MOU

That reads very well and I think that it will suffice. Thank you
Sent via BlackBerry from T-Mobile

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Date: Thu, 24 May 2012 15:33:14 -0500
To: <norma.longoria@wic.co.hidalgo.tx.us>; 'Darlene Betancourt'<darlene.betancourt@co.hidalgo.tx.us>; <moises.salazar@co.hidalgo.tx.us>; <valde.guerra@co.hidalgo.tx.us>
Cc: 'Mague Gonzalez'<mague.gonzalez@wic.co.hidalgo.tx.us>; <moises.salazar@co.hidalgo.tx.us>
Subject: FW: WIC-MOU

Ms. Norma:
Does the attached MOU meet the requirement from the State as you understand them? Let me know so as to place on CC for approval.
Marty

From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Thursday, May 24, 2012 3:24 PM
To: 'Martha Salazar'
Subject: WIC-MOU

Attached is the MOU. Should you have questions, please call our office.

Thanks,

Marynel Trevino, Secretary for

Stephen L. Crain & Heather De La Garza
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725

5/24/2012 5:03 PM
Moises Salazar

McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

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AI-32395 **Closed Session 20. C.**

CC REGULAR

Meeting Date: 05/29/2012

Department Head: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Antonio Leal

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/16/2012 01:15 PM
Auditor's Office	Arcilia Duran	05/17/2012 10:58 AM
Purchasing Department	Marty Salazar	05/17/2012 01:38 PM

Form Started By: Aida Alvarez Started On: 05/16/2012 01:12 PM

Final Approval Date: 05/17/2012

AI-32397 **Closed Session 20. D.**

CC REGULAR

Meeting Date: 05/29/2012

Department Head: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Armandina Alvarez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/16/2012 01:17 PM
Auditor's Office	Arcilia Duran	05/17/2012 10:58 AM
Purchasing Department	Marty Salazar	05/17/2012 01:38 PM

Form Started By: Aida Alvarez Started On: 05/16/2012 01:15 PM

Final Approval Date: 05/17/2012

AI-32563 **Closed Session 20. E.**

CC REGULAR

Meeting Date: 05/29/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2011-01873; Oscar Leyva

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/25/2012 10:00 AM
Auditor's Office	Arcilia Duran	05/25/2012 12:06 PM
Purchasing Department	Marty Salazar	05/25/2012 01:46 PM

Form Started By: Monica Badillo Started On: 05/25/2012 09:54 AM

Final Approval Date: 05/25/2012

AI-32489 **Closed Session 20. F.**

CC REGULAR

Meeting Date: 05/29/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2012-00336; Nancy Salinas v. Hidalgo County Community Service Agency

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/23/2012 10:33 AM
Auditor's Office	Arcilia Duran	05/24/2012 01:27 PM
Purchasing Department	Marty Salazar	05/24/2012 02:22 PM

Form Started By: Monica Badillo Started On: 05/23/2012

Final Approval Date: 05/24/2012

AI-32396 **Open Session 21. C.**

CC REGULAR

Meeting Date: 05/29/2012

Department Head: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Antonio Leal

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/16/2012 01:15 PM
Auditor's Office	Arcilia Duran	05/17/2012 10:58 AM
Purchasing Department	Marty Salazar	05/17/2012 01:38 PM

Form Started By: Aida Alvarez Started On: 05/16/2012 01:13 PM

Final Approval Date: 05/17/2012

AI-32398 **Open Session 21. D.**

CC REGULAR

Meeting Date: 05/29/2012

Department Head: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Armandina Alvarez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/16/2012 01:18 PM
Auditor's Office	Arcilia Duran	05/17/2012 10:58 AM
Purchasing Department	Marty Salazar	05/17/2012 01:38 PM

Form Started By: Aida Alvarez Started On: 05/16/2012 01:16 PM

Final Approval Date: 05/17/2012

AI-32564 **Open Session 21. E.**

CC REGULAR

Meeting Date: 05/29/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2011-01873; Oscar Leyva

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/25/2012 10:00 AM
Auditor's Office	Arcilia Duran	05/25/2012 12:06 PM
Purchasing Department	Marty Salazar	05/25/2012 01:46 PM

Form Started By: Monica Badillo Started On: 05/25/2012 09:55 AM

Final Approval Date: 05/25/2012

AI-32491 **Open Session 21. F.**

CC REGULAR

Meeting Date: 05/29/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2012-00336; Nancy Salinas v. Hidalgo County Community Service Agency

BACKGROUND

Atty. - Josie Ramirez

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/23/2012 10:33 AM
Auditor's Office	Arcilia Duran	05/24/2012 01:27 PM
Purchasing Department	Marty Salazar	05/24/2012 02:22 PM

Form Started By: Monica Badillo Started On: 05/23/2012

Final Approval Date: 05/24/2012

From: Josephine L. Ramirez
To: "Tom, Cynthia"; michael.garza@da.co.hidalgo.tx.us
Cc: monica.badillo@co.hidalgo.tx.us
Subject: RE: Correction: MOU - DPS use of office space/bldg
Date: Friday, May 25, 2012 10:35:00 AM

Cynthia,

We are good with the form of the agreement. Please add the following below the signature lines.

ATTEST:

By:_____

Arturo Guajardo, Jr.

Hidalgo County Clerk

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney

By:_____

Josephine Ramirez Solis

Assistant District Attorney

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: Tom, Cynthia [mailto:Cynthia.Tom@dps.texas.gov]
Sent: Friday, May 25, 2012 9:14 AM
To: josephine.ramirez@da.co.hidalgo.tx.us; michael.garza@da.co.hidalgo.tx.us
Cc: monica.badillo@co.hidalgo.tx.us
Subject: Correction: MOU - DPS use of office space/bldg

Josephine and Michael,

So sorry, but I just noticed a typo in the Term paragraph. I had inadvertently had the term beginning in 2013, not 2012. Was working on this late yesterday. I have corrected it in the attached version.

Cindy

From: Tom, Cynthia
Sent: Friday, May 25, 2012 9:02 AM
To: 'josephine.ramirez@da.co.hidalgo.tx.us'; michael.garza@da.co.hidalgo.tx.us
Cc: monica.badillo@co.hidalgo.tx.us
Subject: RE: MOU - DPS use of office space/bldg

Josephine and Michael,

Attached is an MOU that I drafted providing office space for TXDPS Driver License operations in a iIdalgo County building in Edinburg.

I think that TXDPS's normal office space MOU template is a bit more simplified than the agreement that you sent me from 2008. Please look this draft over and make any changes that the County would like using track changes. If there are clauses that the County requires which are not in my draft, please insert them for TXDPS's consideration and send the document back to me.

Two specific things to note: (1) I've highlighted the header with the contract # to remind me to insert the number once my Procurement folks have given me one, and (2) I've highlighted the address for the County for notices because I got it off the internet and want you to confirm that it is the correct address to use.

Thanks very much for your assistance and the assistance of the County with this matter.

Cynthia "Cindy" Tom
Assistant General Counsel
Office of General Counsel
Texas Department of Public Safety
cynthia.tom@dps.texas.gov
(512) 424-5332

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Thursday, May 24, 2012 4:47 PM
To: Tom, Cynthia; monica.badillo@co.hidalgo.tx.us
Cc: michael.garza@da.co.hidalgo.tx.us
Subject: RE: MOU - DPS use of office space/bldg

Ok, thank you. We will need to have the item on our agenda by tomorrow to get it approved at Commissioners Court on Tuesday.

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: Tom, Cynthia [mailto:Cynthia.Tom@dps.texas.gov]
Sent: Thursday, May 24, 2012 3:07 PM
To: josephine.ramirez@da.co.hidalgo.tx.us; monica.badillo@co.hidalgo.tx.us
Cc: michael.garza@da.co.hidalgo.tx.us
Subject: RE: MOU - DPS use of office space/bldg

Thanks, Josephine. I'll get to work on the MOU draft. Either myself or someone from our Procurement Office will run it by you for comments. We're aiming to get it drafted and executed as soon as possible, since our McAllen office has to close on June 1 for renovations. I'm hoping to have a draft done by close of business today.

Cindy

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Thursday, May 24, 2012 2:59 PM
To: Tom, Cynthia; monica.badillo@co.hidalgo.tx.us
Cc: michael.garza@da.co.hidalgo.tx.us
Subject: RE: MOU - DPS use of office space/bldg

Cynthia,

Attached is an MOU that was previously used by the County and DPS for the lease of space. If you don't mind drafting the agreement, I would appreciate it. You can send it for review to me and/or Michael Garza, another assistant DA in my office.

If you have any questions or need any additional information, please let me know.

Thank you,

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
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From: Tom, Cynthia [mailto:Cynthia.Tom@dps.texas.gov]
Sent: Thursday, May 24, 2012 2:46 PM
To: monica.badillo@co.hidalgo.tx.us
Cc: josephine.ramirez@da.co.hidalgo.tx.us
Subject: RE: MOU - DPS use of office space/bldg

Monica,

I'm an attorney at DPS in Austin. This afternoon, I was asked to draft an MOU permitting DPS to occupy Hidalgo County office space located in Edinburg.

But, I just received this e-mail from DPS Regional Facilities Manager Herman Gray. Herman thought that maybe someone with Hidalgo County was already drafting an MOU.

Just wanted to see what I could find out. I know we've got a short deadline on this—and I am

willing to work on it this afternoon. I can either draft the MOU myself from scratch or if you have a draft already prepared, you could send it to me for my review.

Let me know how you want to proceed.

Thanks.

Cynthia "Cindy" Tom
Assistant General Counsel
Office of General Counsel
Texas Department of Public Safety
cynthia.tom@dps.texas.gov
(512) 424-5332

From: Gray, Herman
Sent: Thursday, May 24, 2012 1:58 PM
To: Tom, Cynthia
Subject: FW: MOU - DPS use of office space/bldg

Cindy,

I am forwarding you this email from Monica at Hidalgo County. She is asking for contact information for the MOU and it sounds like they are preparing one.

Thanks,

Herman W. Gray, Jr.
Regional Facilities Manager
Texas Dept. of Public Safety
Region 3 - McAllen
956-565-7110 (Office - Weslaco)
956-565-7105 (Fax)
3-7110 (VoIP)

(PLEASE NOTE PHONE, FAX & EMAIL CHANGE: herman.gray@dps.texas.gov)

From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Thursday, May 24, 2012 9:51 AM
To: Gray, Herman
Subject: FW: MOU - DPS use of office space/bldg

Mr. Gray,
Follow up…were you able to get this?

Monica Badillo, Court Administrator
County of Hidalgo Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7025 ext. 5404

(956) 292-7034 (fax)

From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Monday, May 21, 2012 5:26 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: michael.garza@da.co.hidalgo.tx.us
Subject: FW: MOU - DPS use of office space/bldg

Hi Josie,
As if you don't have enough work; Valde needs you to help us develop an MOU for DPS drivers license use of our building at 1212 S. 25th Avenue, Edinburg, Texas

I will get you contact info. as soon as I receive it from Mr. Gray.

I have attached several for your use/review as a template.
Thanks,

Monica Badillo, Court Administrator
County of Hidalgo Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7025 ext. 5404
(956) 292-7034 (fax)

From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Monday, May 21, 2012 2:19 PM
To: Gray, Herman (Herman.Gray@dps.texas.gov)
Subject: MOU - DPS use of office space/bldg

Hi Mr. Gray,
We are in the process of getting the MOU prepared; we need the contact person/address to state on the MOU.
Thanks,
Monica Badillo, Court Administrator
County of Hidalgo Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7025 ext. 5404
(956) 292-7034 (fax)