AI-33136 **Comm. Court Executive Office 5. B.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Martha L. Salazar **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Head Start:
1. Approval of Compromise Settlement and Mutual Release Agreement (drafted by legal counsel, Atlas-Hall & Rodriguez) with Centennial Contractors Enterprises, Inc. in connection with roof repairs/restoration of Hidalgo County's Head Start Program's Palmview III Center in Palmview, Texas; and, if necessary:

2. Authorizing Head Start Program to issue Notice to Proceed with awarded proposal for the repairs/restoration of Palmview III to Alpha through document from project engineer (if necessary) and/or Purchase Order.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

This agreement will fund the award to Alpha for restoration/repairs of Palmview III Center.

Attachments

Legals Email

RELEASE 7-3-12

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/06/2012 11:33 AM
Budget & Management	Merlen P. Munoz	07/06/2012 11:34 AM
Auditor's Office	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Marty Salazar Started On: 07/05/2012 03:57 PM

Final Approval Date: 07/06/2012

From: Martha Salazar
To: "Yolanda Velasquez"
Subject: FW: Centennial
Date: Thursday, July 05, 2012 4:10:12 PM

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, July 05, 2012 3:50 PM
To: 'Martha Salazar'
Subject: Centennial

Approval of Compromise Settlement Agreement and Mutual Release with Centennial Contractors Enterprises Inc

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

COMPROMISE SETTLEMENT AGREEMENT & MUTUAL RELEASE

This Compromise Settlement Agreement, Mutual Release, and Indemnification Agreement (hereinafter "the Agreement") entered on this day, by and between Hidalgo County Texas (hereinafter "Hidalgo County") and Hidalgo County Head Start Program, an agency of Hidalgo County (hereinafter "Head Start") and Centennial Contractors Enterprises (hereinafter "Centennial") (and hereinafter collectively referred to as "the PARTIES"), is to witness the following:

WHEREAS, on or about August 1, 2006 Hidalgo County and Head Start entered into a contract with Centennial (hereinafter "the CONTRACT"); and

WHEREAS, the contract provided for:

All labor, equipment and material to perform the disassembling, roof, demolition, re-assembly and installation of new tress roofing system (gabled) of the Hidalgo County Head Start portable building located at Helena Street, McAllen, Texas and relocating to 1208 Paula Street, Palmview, Texas per this scope of work and ROFDW specification plans.

WHEREAS, as Hidalgo County retained the services of a Structural Engineer / Civil Engineer - Hinojosa Engineering Inc. hereinafter "Hinojosa Engineering"; and

WHEREAS, Hidalgo County and Head Start presented a Notice of Construction Defect "Claim ("Claim") against Centennial, which Centennial denied; and

WHEREAS, the PARTIES desire to bring closure to all disputes, controversies, claims, causes of action of any kind whatsoever which the Parties may have one against the other as alleged in the CLAIM,

and further desire to avoid the uncertainty, time, expense, and inconvenience of litigation and protracted negotiations the PARTIES now desire to buy their peace, and thus agree as follows:

I.
COMPROMISE SETTLEMENT AGREEMENT

"Hidalgo County and Hidalgo County Head Start" includes, without limitation, its officers (Elected or Appointed), directors, employees, agents, attorneys, predecessors and successors in interest, insurance carriers, bonding companies, and/or assigns of any such entities or individuals.

"Centennial" includes, without limitation, Centennial Contractors Enterprises, Inc., its owners, officers, directors, general or limited partners, employees, agents, attorneys, predecessors and successors in interest, parent corporations, affiliated corporations, subsidiary corporations, insurance carriers, bonding companies, and/or assigns of any such entities or individuals.

In consideration of the mutual exchange of promises, payment, if any, covenants, forbearances, releases, and indemnifications contained herein, and other good and valuable consideration, the PARTIES hereby agree as follows:

1. Centennial will pay Hidalgo County the sum of *One Hundred Seventy Six Thousand, Six Hundred and Eighty Three dollars and Twenty Four cents ($176,683.24)* as a check payable to Hidalgo County.
2. The claims of the parties against each other which exist at the time of the signing of this document shall be released.

II.
RELEASE

In consideration of the exchange of promises, payment, covenants, forbearances, releases, and indemnifications contained herein, and other good and valuable consideration, the PARTIES hereby forever release, acquit and discharge each other and their agents, servants, employees successors, assigns, and attorneys of, from, and against any and all known and unknown claims of any nature, demands, or causes

of action for damages, equitable relief, and/or attorneys fees, which the PARTIES may presently have one against the other, and which claim, demand or cause of action, is based in whole or in part on any conduct, fact, matter, act, and/or omission which includes and/or is related to the work previously done by Centennial Contractors under "the Contract" whether any such claim, demand, or cause of action alleges, without limitation, either in whole or in part: acts or omissions in violation of any federal statute or regulation; acts or omissions in violation of any Texas state statute or regulation; acts or omissions in violation of any common-law; acts or omissions in breach of any oral or written contract or in breach of any common law duty.

III.

WARRANTIES AND REPRESENTATIONS

In consideration of the mutual exchange of promises, payments, covenants, forbearances, releases, and indemnifications contained herein, and other good and valuable consideration, the PARTIES represent as follows:

1. The PARTIES are the true owners of all the claims which each is compromising, settling, and releasing herein, and neither has conveyed, bargained, sold, transferred, or assigned any such claim to any person or entity not a party to this Agreement.

2. Before consummating this AGREEMENT, the PARTIES have fully informed themselves of each term, covenant, and condition, and of the consequences and effect of each, and each has relied solely and completely upon their own judgment and upon the advice of their legal counsel in making and consummating this AGREEMENT. This Agreement shall never be treated as an admission of liability or responsibility by any party hereto.

3. No promise or representation of any kind has been made by any party to the other to induce the other to make and consummate this AGREEMENT, except as expressly stated herein.

4. The PARTIES each has the power, authority and legal capacity to enter and execute this AGREEMENT.

IV.

GENERAL AGREEMENTS

In consideration of the mutual exchange of promises, payments, covenants, forbearances, and releases, contained herein, and other good and valuable consideration, the PARTIES hereby further agree as follows:

1. That the terms hereof are contractual and not merely recitals, and that the agreements herein contained and the consideration transferred is to compromise and settle doubtful and disputed claims.

2. That no payments, releases or other consideration made or given herein shall ever be construed, for any purpose, as any form of admission or declaration against interest on the part of any party to this AGREEMENT.

3. That this AGREEMENT shall be governed by, construed and enforced in accordance with, and subject to, the rules of construction, and the laws of the State of Texas and venue of any action brought to enforce or interpret it is established by the terms of this Settlement Agreement as being in Hidalgo County, Texas.

4. That each will execute such documents as may be necessary to fully and finally effectuate this AGREEMENT.

5. That all costs, expenses, and attorney's fees incurred in connection with presentation of this claim, and further incurred in connection with negotiating, making, and consummating this AGREEMENT shall be borne by the party incurring the same.

6. That any party hereto who prevails in enforcing any provision of this AGREEMENT against the other party shall be entitled to recover from the other party all reasonable attorneys fees, costs, and expenses incurred in connection therewith.

7. That this Settlement Agreement, together with the exhibits and attachments hereto, contains the entire agreement of the parties and supersedes any and all prior agreements, arrangements or understandings, whether written or oral, between the PARTIES respecting the subject matter of this Agreement.

8. That each and every provision, paragraph, sentence and clause of this AGREEMENT has been separately considered and agreed to by the PARTIES, and if should any provision, paragraph, sentence and clause hereof should be declared legally infirm or invalid, for any cause, it shall neither impair, nor affect the remaining portion, nor any part thereof.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement.

10. Whenever the context requires, reference herein made to the single number shall be understood to include the plural and likewise the plural shall be understood to include the singular. Words denoting sex shall be construed to include the masculine, feminine, and neuter, when such construction is appropriate, and specific enumeration shall not exclude the general, but shall be construed as cumulative.

11. The facts and terms of this Release and settlement shall be kept strictly confidential. Except as required to enforce this Release, neither the Parties nor their agents, representatives, employees, shall disclose any information of any kind regarding this claim or this settlement to any other person or entity, including without limitation the media, other than the Parties to this Release and their agents and employees, unless ordered to do so by a court of competent jurisdiction or as otherwise provided or required by law.

EXECUTED this _____ day of May, 2012.

HIDALGO COUNTY HIDALGO COUNTY

By: _____

Title:

HEAD START PROGRAM, AN AGENCY OF HIDALGO COUNTY

By: _____

Title:

CENTENNIAL CONTRACTORS ENTERPRISES, INC.

By:_____

Title:

AI-33131 **Comm. Court Executive Office 5. C.**

CC REGULAR

Meeting Date: 07/10/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Texas AgriLife Extension:
1. Requesting permission for Christina L. Perez and Brad Cowan to travel to Brownwood, Texas to attend the 2012 County Camp on July 11-14, 2012 (no expenses - only use of county vehicle/fuel)
2. Requesting permission for Christina L. Perez and five (5) employees to travel to Falfurrias, Texas to attend the 2012 District 12 - 4-H Recordbook Judging on July 12, 2012 (no expenses - only use of county vehicle/fuel)
3. Requesting permission for Brad Cowan to travel to Lubbock, Texas to attend the 2012 TCAAA Annual Meeting on July 28, 2012

BACKGROUND

Lubbock Trip Req. #s:
Car Rental - #00218570
Registration/Hotel/Meals/Lodging/Fuel - #00219054

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

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-461-00-380-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 07-05-12

Attachments

1
1
1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/05/2012 02:15 PM
Veronica Ortiz	Veronica Ortiz	07/05/2012 03:58 PM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Monica Badillo Started On: 07/05/2012

Final Approval Date: 07/06/2012

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 07/03/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 2

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

EVENT INFORMATION

TITLE OF EVENT: 2012 County Camp

EVENT DATE(S) FROM: 07/11/12 TO: 07/14/12

DEPARTURE DATE: 07/11/12 RETURN DATE: 07/14/12

LOCATION OF EVENT: CITY: Brownwood 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)	$0	
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		
11. MEALS		
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:

Registration will be paid through our 4-H Project Account and our County vehicles may be used. The only county funds that will be used, if county vehicles are used, will be the from the Fuel Account which we have already encumbered funds for at the beginning of the year.

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:

_____ 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 C. Alaniz	7/3/12	Nora Linda 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.:

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

AgriLIFE EXTENSION
Texas A&M System

County Camp 2012

County Camp allows counties to bring youth who have completed grades 2 thru 11 *

Session 1 — July 9-11, $175 youth $80 adult
Session 2 — July 11-14, $225 youth $105 adult

Camp arrival 2:00—3:00 pm
Camp departure 10:00—11:00 am

Early registration, March 1—June 14
Late registration, June 15-23 (additional 5%)

Registration covers all meals, lodging, refreshments, health care services, facility and programming fees. Registrations accepted on a first come first served basis until camp is filled. Counties are required to provide Adult Chaperones. County groups (youth and adult) are housed together, by gender. Special room requests should be noted on Registration.

Please note any food allergies or special meal requests (gluten free, vegetarian, etc.) on the Registration form.

Camp T-shirts may be purchased in advance, during the Registration process. Initial registration can be made with a $25 non-refundable deposit through June 14. All payments must be received by June 23. Canceled registrations result in forfeit of the $25 deposit, if received ten days prior to start of camp; otherwise a 50% forfeiture of registration.

Register at texas4hcenter.tamu.edu
Youth Camps & Programs
Register Now! link

What is County Camp?

A co-educational residential camp featuring traditional camp experiences such as kayaking, shooting sports, challenge course, environmental education, arts and crafts, dancing, swimming and lots more. * **Upon arrival, participants are assigned to "activity groups" based on their age.** More than just camping, we strive to provide opportunities for young people to:

- Understand self and others.
- Live and work with a small group of peers, cooperatively making decisions that affect the group.
- Experience adventure and challenge not usually found in daily home life.
- Respect and enjoy nature and the outdoors.
- Develop lifelong environmental issues.
- Apply knowledge, skills, and attitudes to real life situations.
- Make new friends.
- Have FUN!

Tell me about the Texas 4-H Conference Center

The 4-H Conference Center is part of Texas AgriLife Extension, Texas A&M System and has been in the youth camping business since 1975! The Center is located on Lake Brownwood, in the geographic center of the State, easily accessible by all.

Accredited by the American Camp Association (ACA), families are assured of a quality program and facility that meets rigorous standards.

Accommodations — youth are housed, by gender, in air-conditioned dormitories. Each dorm has its own restroom and shower facilities.

Staff — program coordinated by Youth Professionals of AgriLife Extension and college interns.

Health Care — nurse on duty 24/7. All medications are administered by the nurse.

Meals — a full time staff provides three wholesome, balanced meals each day. Lunch and Dinner include a self-serve salad bar, ensuring there's something for everyone.

For more information: call 325.784.5482 Email: texas4-hcenter@ag.tamu.edu web: texas4hcenter.tamu.edu

Individuals with disabilities who require an auxiliary aid, service or accommodation in order to participate in this program are encouraged to contact the Texas 4-H Center to determine how reasonable accommodations can be made.

Educational programs conducted by the Texas Cooperative Extension serve people of all ages regardless of socioeconomic level, race, color, sex, religion, disability or national origin. The Texas A&M University System, The United States Department of Agriculture and the County Commissioners Courts of Texas cooperating.

AgriLIFE EXTENSION
Texas A&M System

http://texas4hcenter.tamu.edu

September 14, 2011

MEMO TO: COUNTY 4-H COORDINATORS

FROM: B. Darlene Locke
Extension Specialist – 4-H and Youth Development
Director, 4-H Conference Center

SUBJECT: County Camp 2012 Registration Procedures

*** TWO (2) COUNTY CAMP SESSIONS WILL BE HELD IN 2012 ***

*** COUNTY COORDINATORS MAY RESERVE A DATE FOR THEIR COUNTY DELEGATION — DEADLINE FOR RESERVATIONS IS FEBRUARY 29 ***

*** COUNTY CAMP I — JULY 9-11 ***
*** COUNTY CAMP II — JULY 11-14 ***

REGISTRATION OPENS MARCH 1, 2012 ON ACTIVE NETWORK

A $25 NON-REFUNDABLE DEPOSIT SECURES AN INDIVIDUAL'S REGISTRATION, IF RECEIVED BY JUNE 14 (EARLY REGISTRATION)

REGISTRATIONS MADE JUNE 15-23 REQUIRE FULL PAYMENT UPON REGISTRATION AND INCLUDE A 5% LATE REGISTRATION FEE

* each camp session accommodates 100 males and 125 females *
* actual Registrations on Active Network will be processed as they arrive until spaces are filled *
* this county reservation simply states which dates a county wants to participate in *

FINAL PAYMENT IS DUE JUNE 23 FOR ALL REGISTRATIONS

*** COUNTIES RESPONSIBLE FOR PROVIDING ADULT CHAPERONES ***

What is County Camp? County Camp allows counties to send youth who have completed grades 2-11 to camp at the 4-H Conference Center at one time. Whereas Prime Time is age specific, County Camp is for all ages. County groups are housed together in the dorms (by gender) unless it is specified differently on the registration form. If you would like the youth from your county "spread out", please let us know ahead of time. Our goal is to fill the 4-H Conference Center to capacity each of the sessions of County Camp. Therefore, counties are to designate which session they want to attend and an estimate of how many participants they will bring. Final registration will be completed on Active Network. **Please note, a 5% late registration fee will be applied to all registrations received on or after June 15.**

Who May Attend County Camp participants are defined as a youth who have completed 2nd through 11th grade. 4-H membership is not a requirement to participate in County Camp. Counties are responsible for providing adequate number of Adult Chaperones.

When is County Camp 2012 and what is the registration fee? The following sessions will be offered.

		Youth Registration Fee		
Session	Date (arrival and departure time)	Early Reg March 1 - June 14	Late Reg June 15 - 23	Adult Chaperone *
I	July 9 (1 p.m.) - July 11 (11 a.m.)	$175	$184	$80
II	July 11 (2 p.m.) - July 14 (11 a.m.)	$225	$236	$105

*** If counties do not provide Chaperones – a fee of $25 plus the Standard Registration will be assessed.** Counties may share Chaperones, please notify the 4-H Center in writing of Chaperone assignments.

Registration Procedure – Reserve spaces now; Final Registration will be conducted on Active Network.

Step 1	Complete the enclosed County Reservation Request Application indicating the **session** and **total** number of slots (either male or female) desired.	Return by February 29, 2012
Step 2	Receive notification from the 4-H Conference Center confirming date selected and number of slots available.	March 1, 2012 or earlier
Step 3	Counties advertise camping opportunity and secure participants.	
Step 4	Individuals register on Active Network – credit card payment required	Opens March 1
	Register with $25 deposit	By June 14
	5% Late Registration applied to all registrations (full payment required)	June 15 - 23
	All Balances due	June 23
NOTE	Cancellation Policy – through June 14, an individual may register with a $25 non-refundable deposit. Registrations made after June 14 require full payment upon registration and include a 5% late fee. Cancellations received 10 or more days before camp will be refunded the registration minus the $25 deposit. Cancellations received 9 or fewer days before camp will be refunded at 50% of the registration fee.	

Chaperone Information 4-H Conference Center camps must have 1 adult chaperone for every 8 youth of the same gender. **COUNTIES THAT DO NOT PROVIDE SUFFICIENT CHAPERONES (PER GENDER) WILL BE ASSESSED THE LISTED ADULT REGISTRATION FEE PLUS AN ADDITIONAL $25.** We are also committed to the Youth Protection Standards of the Texas 4-H Program. All chaperones should be enrolled as a Volunteer and qualified through the Youth Protection Standards program. The online Child Protection Training course, required for all adult chaperones, is available at no charge through the Texas 4-H Conference Center website at http://texas4hcenter.tamu.edu

Chaperones from your county are required to:

- Be at least 21 years of age.
- Be a Registered Volunteer on 4-H Connect and qualified through the Youth Protection Standards program.
- Have completed the Child Protection Training course, available at no charge through the Texas 4-H Conference Center website at http://texas4hcenter.tamu.edu
- Supervise 4-H'ers during all scheduled activities and free time.
- Stay in dorms at night to chaperone youth.
- Actively participate in all activities and encourage all participants to become involved.
- Assist Summer Staff if help is requested.
- Be alert to health needs and special problems of participants.
- Supervise cleaning of dorms and grounds upon departure.
- Provide a completed Health Statement.

County Camp offers a number of benefits for County programs:

- ✓ An environment where all participants, youth and adult, can have fun and experience a positive atmosphere.
- ✓ A program where everyone can participate and learn by doing.
- ✓ College-age Program Assistants and Counselors who carefully plan and conduct each session. Summer Staff are hired annually and bring new and exciting activities and a fresh outlook to the program.
- ✓ Opportunities for participants to get involved in leadership opportunities by participating in flag ceremonies, KP duty, and other activities.
- ✓ An opportunity to meet and make new friends with 4-H members from across the State!

Please do not hesitate to call if you have any questions concerning this registration procedure.

Enclosures

CC: Dr.Chris Boleman
Texas 4-H Faculty
Dr. Darrell Dromgoole
District Extension Administrators
Mr. Kyle Smith

4-H Conference Center

County Camp 2012

COUNTY RESERVATION REQUEST

*** A "RESERVATION" SIMPLY STATES THAT YOUR COUNTY WANTS TO PARTICIPATE IN A PARTICULAR CAMP SESSION. INDIVIDUALS MUST REGISTER ON ACTIVE NETWORK ***

*** EACH CAMP SESSION ACCOMMODATES 100 MALES AND 125 FEMALES. REGISTRATION RECEIVED ON ACTIVE NETWORK ARE PROCESSED AS THEY ARRIVE, UNTIL FILLED. ***

County:_____ District:_____

The following County Camp sessions will be offered for 2012 at the 4-H Conference Center. Counties interested in securing a reservation should complete the form, indicating the anticipated total number of slots (male or female) desired, keeping in mind the 1:8 adult to youth ratio.

Reservation requests are due in the 4-H Conference Center office by February 29, 2012. Counties will receive confirmation of the date and number of slots reserved by March 1, 2012. Dates will be assigned on a first come first served basis, please try to be as realistic as possible in regards to numbers.

Rank in order of preference the following sessions (1=first choice, 2=second choice)

Rank	Date	Total Number of Slots Desired		Early Registration Fee	
		Male	Female	Youth	Adult
	July 9-11			$175	$80
	July 11-14*			$225	$105

*long session, 3 nights 4 days

This is to certify that _____ County is requesting a reservation for "County Camp 2012". I understand that confirmation of session assignment and available slots will be provided by the 4-H Conference Center by March 1, 2012 or earlier, so that advertising and registration can be completed. I also understand that final registration will be submitted on Active Network by individuals.

_____ _____

Agent's name (printed) Signature

_____ _____

Phone number Date

FAX TO 4-H CONFERENCE CENTER BY FEBRUARY 29, 2012 325/784-6486
OR RETURN BY E-MAIL TO DANA CROSS dmcross@ag.tamu.edu

Travel Outside of Hidalgo County in County Vehicle

TO: D.B.M. SAFETY DIVISION
318-2658FAX

FROM: Hidalgo County Extension Service
DATE: 7/3/2012

Notice to be processed minimum of 24 hours prior to trip

Date(s) Requested: From: 7/11/2012 To: 7/14/2012
Estimated Time Leave: 6:00 AM Est. Time Return: 5:30 PM
Destination: Brownwood, Texas
Reason for Trip: 2012 4-H County Camp

The following person(s) are requesting to take the following County vehicle(s) out of County:

Name of Driver: Brad Cowan
DL Number: #07015432 ✓ (Texas Only)
Birth Date: 9/7/1954 ✓
Expiration Date: 9/7/2013 ✓

OK

Checklist:
Ins. Card in Vehicle
Jack in Vehicle
Drivers License with Driver
This approval with Driver

Name of Driver: Christina L. Perez
DL Number: #20474044 ✓ (Texas Only)
Birth Date: 4/23/1984 ✓
Expiration Date: 4/23/2014 ✓

OK

Name of Driver:
DL Number: (Texas Only)
Birth Date:
Expiration Date:

Vehicle VIN#: #1FMRE11262HA49041 ✓
Tag Number: #824-672 ✓
Asset Number: #37766 - 2002 Econoline Van

OK

Vehicle VIN#: #1FTWW30525EB48635 ✓
Tag Number: #884-793 ✓
Asset Number: #42595 - Ford F350 Pickup

OK

Signed: Barbara C. Alaniz
Department Head/Designee

Dated: 7/3/2012

D.B.M. Safety Division Checked Insurances:
Date: 7/3/12 3:04pm.

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 06/29/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: Six (6)

DEPARTMENT NAME: Hidalgo County Extension Service
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Christina Perez, CEA-4-H; Barbara Storz, CEA-Horticulture, Adelita Munoz, CEA-FCS; Brad Cowan, CEA-Agriculture; Nora N. Garza, CEA-FR; Alonso Lopez, 4-H

EVENT INFORMATION

TITLE OF EVENT: 2012 District 12 4-H Recordbook Judging

EVENT DATE(S) FROM: 07/12/12 TO: 07/12/12

DEPARTURE DATE: 07/12/12 RETURN DATE: 07/12/12

LOCATION OF EVENT: CITY: Falfurrias 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)	$0	
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	
11. MEALS	$0	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ -	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ -	$

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 Storz	7/2/12	Nora Linda 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	7/2/12		292-7025
DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:	

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

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

cc 7/10/12

Nora Cruz

From: Barbara Storz
Sent: Thursday, June 28, 2012 6:25 PM
To: Nora Cruz
Subject: FW: 2012 District 12 4-H Record Book Judging
Attachments: 2012_RBJ_Letter.pdf

Nora Linda: Check to see what we need to do to get permission for all of us to travel in two County vehicles to District Roundup. I do not believe we have any registration, so just permission for van and 350 to record book judging.
All agents and Al.
Barbara

From: Roxanne Saavedra
Sent: Tuesday, June 26, 2012 3:57 PM
To: Barbara Wymore; Brooks County Office; Christine Sanchez; Frank Escobedo; Humberto Martinez; Jim Hogg County Office; Jim Wells County Office; Joe Taylor; Kleberg County Office; Nikolo Guerra; Nikolo Guerra; Rebecca Esquivel; Sammy Gavito; Atascosa County Office; Dale Rankin; Frio County Office; Isaac Cavazos; Jaime Lopez; Larry Perez; LaSalle County Office; Live Oak County Office; McMullen County Office; Brad Cowan; Cameron County Office; Christina Perez; Hidalgo County Office; Jennifer Herrera; Marco Ponce; Nora Garza; Omar Gonzales; Omar Montemayor; Starr County Office; Tony Reisinger; Willacy County Office; Yolanda Morado; Adelita Munoz; Al Lopez; Barbara Storz; Cameron County Office; Beatriz Rodriguez-Loya; Enrique Perez; Hidalgo County Office; Lillian Mezquida; Luisa Colin; Ronnie Zamora; Starr County Office; Vidal Saenz; Christine Sanchez; Dimmit County Office; Josie Farias; Marcelino Valdez; Maverick County Office; Oscar Galindo; Richard Griffin; Rosa Mejia; Webb County Office; Zapata County Office; Zavala County Office
Cc: Luis Saldana
Subject: 2012 District 12 4-H Record Book Judging

Good Day All,
Please see attached document in regards to our 2012 D12 4-H Record Book Judging letter for your convenience. You may also find all resources on our website.

Next, you must register on 4-H Connect and submit a count of how many books will be entered for our district event Registration Deadline will be July 3rd.

Once complete, please be sure to have all your record book information on hand and your list of volunteers and submit your entries on our webpage. There is a password needed for your onetime entry (**2012recordbook**).

Should you have any questions, please don't hesitate to contact me via e-mail, LYNC or good old fashion telephone.

Thank you for all you do,

Roxanne Saavedra
Senior Office Assistant
Texas AgriLife Extension Service - South District 12
2401 E. Hwy 83, Weslaco, TX 78596
Ph.: 956.968.5581
email address: rsaavedra@ag.tamu.edu
http://d124-h.tamu.edu/

4-H and YOUTH DEVELOPMENT

AgriLIFE EXTENSION
Texas A&M System

June 20, 2012

MEMORANDUM

TO: District 12 4-H Coordinators

FROM: District 12 4-H Recordbook Judging Committee - West Cluster

Richie Griffin, Chair	Josie Farias
Joy Vazquez	Christina Sanchez
Oscar Galindo	Cris Mussett
Marcel Valdez	Tina Trevino
George Gonzales	

SUBJECT: **2012 4-H RECORDBOOK JUDGING (DISTRICT AND STATE)**

DISTRICT 12 4-H RECORDBOOK JUDGING

The 2012 District 12 4-H Recordbook Judging will be held on Thursday, July 12, 2012 at Brooks County Annex located at 408 W. Travis, Falfurrias, TX 78355. On-site registration will begin at 9:00 a.m. with a brief orientation at 10:00 a.m. and judging immediately after.

Entries and Registration: Each county may submit one record book per category in each age division. The County Extension Agent that serves as the 4-H Coordinator is required to submit their county's list of record books online on our District 12 4-H website, by 5:00 p.m. on July 5, 2012. Along with the online submission, the 4-H Coordinator must register on 4H Connect. There will be a fee of $5.00 per Recordbook entry.

A summary of county entries will be returned to each 4-H coordinator for final review based upon what is received at the district office by July 4th. It will be your responsibility to check this summary to confirm that your county's entries are listed appropriately. Any corrections must be made on July 5th by 3:00 o'clock pm. No changes or entries will be accepted after entry confirmation on July 5th.

County Extension Agents should bring their county's record books to the event and place them in the proper category by 9:30 a.m. Please be sure to remove any score sheets, comments, ribbons, etc. that may be left over from county judging. The only thing attached to each book should be the check sheet which should have the "County" and "District" columns initialed by the county 4-H coordinator indicating that all sections of the record book are included and complete.

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

Judges: All agents need to attend and assist with the judging. Each county needs to provide us with the name and contact information of three (3) additional volunteers to serve as judges. This information should be submitted online on our District 12 website, along with the summary of record book entries. Volunteers should have experience judging record books at the county level. This is a valuable learning experience as you attempt to develop leaders in your county who are proficient in record books. It is important that all leaders be qualified and has experience judging record books. It is advisable that an orientation be given at the county level in order to better prepare leaders who have never judged at district.

Resources: Record keeping and record book resources can be found on the Texas 4-H website. A link is available to these resources on the District 12 4-H website at http://d124-h.tamu.edu. In addition, Recordbook Form are available as fill-in forms in Adobe Acrobat and MS Word on the State 4-H webpage Record Keeping and Record Books.

STATE 4-H RECORDBOOK JUDGING

Only Senior category winners will advance to the state level. South (District 9, 11, 12) Recordbook Judging will be held on August 8, 2012 at the Victoria County 4-H Activity Center, 289 Bachelor Drive, Victoria, Texas 77904. Check-In will be between 9:00 to 9:30 a.m., with orientation from 9:30 to 10:00 a.m. Judging should start promptly at 10:00 a.m. Coordinators are Kevin Chilek, Meredith Carter and Luis Saldaña.

Entries and Registration: Each individual will use 4-H CONNECT to enter their record book for state competition. The price will be $15.00 per book. On-line registration opens July 1, 2012 and closes on July 27, 2012. The entries will require county and district certification. Please keep in mind that if a book does not get entered correctly online by the deadline then that book cannot be judged.

Judges: The following agents signed up for State Recordbook Judging to take place on August 8, 2012 in Victoria so please make sure to hold the date on your calendar. The State Office will be sending a resource packet to each of you to request your preferred judging category and other information. It is very important that you complete that information and submit it to them as requested. Also, we have the opportunity to send two volunteers that have had experience at the District level. Please forward any names and contact information to my office as soon as possible.

Frank Escobedo	Dale Rankin	Omar Gonzales	Christine Sanchez
Jennifer Hofferichter	Barbara Wymore		

2011 RECORDBOOK CALENDAR

- July 5, 2012 — Deadline for counties to submit summary of District entries online by (5pm)
  Deadline for counties to submit volunteers for District & State and meal count
- July 9, 2012 — State Judges List from District 12 due to State 4-H Office
- July 12, 2012 — District 12 4-H Recordbook Judging in Falfurrias, Texas
- July 1-27, 2012 — State online registration open on 4-H CONNECT for State entries
- July 21, 2012 — Senior books advancing to State due in the District Office
- Aug 8, 2012 — State 4-H Recordbook Judging in Victoria for South District

If you have any questions, please do not hesitate to contact the committee chair, Richie Griffin, or the District Office.

Attachments:

Agenda
Categories
Score Sheets
Check Sheet

2012 District 12 4–H Record Book Judging

AGENDA Thursday,

July 12, 2012
Falfurrias, Texas

9:00 - 9:30 a.m.	Registration
9:30 - 9:45 a.m.	Check In Recordbooks
9:45 a.m.	Welcome and Judges' Meeting Judges Roll Call Assignment of Judging Teams Orientation
9:45 a.m. - 11:30 a.m.	Judging in Progress
11:30 a.m. - 12:30 p.m.	Lunch (provided)
12:30 p.m.	Judging continues Adjourn upon completion of judging

2012 District 12 4–H Record Book Judging

RECORDBOOK CATEGORIES

- Aquatic Science
- Beef
- Citizenship & Civic Education
- Clothing & Textiles
- Communication and Expressive Arts Open Category
- Conservation of Natural Resources
- Consumer and Family Science Open
- Consumer E lucation
- Dairy
- Energy Management
- Entomology
- Environmental Science Open
- Family Life
- Food & Nutrition
- Forestry
- Gardening & Horticulture
- Goat
- Health
- Healthy Lifestyles Open Category
- Horse
- Housing & Home Environment
- Leadership
- Personal Development/ Leadership Open
- Photography
- Plant & Soil Science
- Plants & Animals Open
- Poultry
- Public Speaking
- Rabbit
- Range Management
- Recreation
- Safety
- Science & Technology
- Sheep
- Shooting Sports
- Sportfishing
- Swine
- Veterinary Science
- Wildlife & Fisheries

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 06/19/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Hidalgo County Extension Service
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Brad Cowan, CEA-Agriculture

EVENT INFORMATION

TITLE OF EVENT: 2012 TCAAA Annual Meeting

EVENT DATE(S) FROM: 07/29/12 TO: 08/01/12

DEPARTURE DATE: 07/28/12 RETURN DATE: 08/02/12

LOCATION OF EVENT: CITY: Lubbock 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.

✓ 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)	$200.00	
Subtotal for Object Code 584	$ 200.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$243.87	
6. GASOLINE/DIESEL/FUEL	$50.00	
7. MILEAGE REIMBURSEMENT		
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$326.53	
11. MEALS	$69.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 689.40	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 889.40	$

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 Hanna	6/28/12	NoraLinda Cruz	383-1036

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 Diaz	7/2/12		292-7025
DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:	

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

2-1100-461-00-380-001-0-583+584 Please write the miles traveled

cc 7/10/12

Nora Cruz

From: Nielda Cavazos [nielda.cavazos@co.hidalgo.tx.us]
Sent: Wednesday, June 27, 2012 4:55 PM
To: Nora Cruz
Subject: FW: Confirmed: Enterprise Rent-A-Car Reservation

Thanks,

Nielda Cavazos, Administrative Assistant Hidalgo County Purchasing Department
2802 S. Bus Hwy 281
Edinburg, Texas 78539
Phone: (956)-292-7000 ext 4853
Fax: (956) 292-7612
nielda.cavazos@co.hidalgo.tx.us

-----Original Message-----
From: Enterprise Rent-A-Car Reservations [mailto:onlinereservations@enterprise.com]
Sent: Wednesday, June 27, 2012 4:54 PM
To: nielda.cavazos@co.hidalgo.tx.us
Subject: Confirmed: Enterprise Rent-A-Car Reservation

Dear Brad Cowan,

Thank you for choosing Enterprise. We look forward to seeing you at 5:00 pm on Friday, July 27, 2012. This message is to confirm you have updated your reservation. Following are the details for the updated reservation:

RESERVATION INFORMATION

Confirmation Number: STR28M

Name: Cowan, Brad

Pick Up Date: Friday, July 27, 2012 at 5:00 pm

Drop Off Date: Thursday, August 2, 2012 at 8:00 am

Pick Up Location Address and Phone Number :
EDINBURG

615 S CLOSNER BLVD
EDINBURG, TX 78539-4661
Tel.: (956) 383-3815

Pick Up Location Hours for the week of : July 23, 2012

Monday	7:30 am	6:00 pm
Tuesday	7:30 am	6:00 pm
Wednesday	7:30 am	6:00 pm
Thursday	7:30 am	6:00 pm
Friday	7:30 am	6:00 pm
Saturday	9:00 am	Noon
Sunday	Closed	

Car and Rate Information for HIDALGO COUNTY PURCHASING:
Standard
Ford Fusion or similar

213.00 USD	(1 Week @ 213.00)
8.70 USD	(TEXAS PROPERTY TAX & LIC FEES)
221.70 USD	(Subtotal)
22.17 USD	(TEXAS MOTOR VEHICLE TAX)
0.00 USD	(SALES TAX)
Total charges 243.87 USD	

Additional surcharges, local taxes, etc. may apply.

ENTERPRISE MILEAGE POLICY

MILEAGE IS UNLIMITED WITHIN THE RENTING STATE AND BORDERING STATE. IF TRAVELING OUTSIDE OF THESE STATES, MILEAGE WILL BE AT 200 FREE MILES PER DAY AND $.25 EACH ADDITIONAL MILE.

ENTERPRISE AGE POLICY

ALL DRIVERS MUST BE 21 YEARS OF AGE OR OLDER. DRIVERS MUST BE 25 YEARS OF AGE OR OLDER TO RENT A LARGE SPORTS UTILITY VEHICLE OR LUXURY CAR.

ENTERPRISE ADDITIONAL DRIVER POLICY

THERE WILL BE AN ADDITIONAL CHARGE OF $10.00 PER DAY FOR EACH ADDITIONAL AUTHORIZED DRIVER OTHER THAN A SPOUSE OR DOMESTIC PARTNER.

TOLL ROAD USAGE PROGRAM

Click here for more information:

http://www.htallc.com/enterprise

ENTERPRISE WILL PICK YOU UP

If you need a ride, Enterprise will pick you up, take you to our office and get you on your way, absolutely free. Call Tel.: (956) 383-3815 now to make arrangements. Geographic restrictions may apply.

TO MODIFY OR CANCEL THIS RESERVATION

Please click the link below to modify or cancel this reservation. (Note:
Modifying your location, date, or time may result in changes to your rates, taxes, surcharges or underage fee).
https://www.enterprise.com/car_rental/deeplinkmap.do?bid=001&confirmnum=STR28M&firstname=Brad&lastname=Cowan&cnty=US&language=EN

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: 7/28/2012 RETURN DATE: 8/1/2012

TO CITY: Lubbock STATE: Texas

NAME OF EMPLOYEES ATTENDING SEMINAR: Brad Cowan

TOTAL# OF EMPLOYEES ATTENDING SEMINAR: One (1)

PURPOSE/BENEFIT TO HIDALGO COUNTY:

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.

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

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.
Brad Cowan		29114

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

DEPARTMENT: Hidalgo County Extension Service

DEPARTURE DATE: 7/28/2012 RETURN DATE: 8/1/2012

TO CITY: Lubbock STATE: Texas

NAME OF EMPLOYEES ATTENDING SEMINAR: Brad Cowan

TOTALS OF EMPLOYEES ATTENDING SEMINAR: One (1)

B. HOTEL RESERVATION(S)

Note: Use of a travel agency 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 HOTEL PHONE NO: (806) 792-0065

ADDRESS OF HOTEL: 4115 Marsha Sharp Fwy CONFIRMATION NO.(s): 3138865403

Lubbock, TX 79407

ROOM RATE: $78.20 PURCHASE ORDER NO.

NUMBER OF NIGHTS: One (1) GENERAL LEDGER ACCT NO: 2-1100-461-00-380-001-0-583

ROOM RATE: $75.65 TOTAL NO. OF ROOMS: One (1)

NUMBER OF NIGHTS: Three (1)

ROOM RATE: HOTEL TAX RATE: 7.00%

NUMBER OF NIGHTS:

TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate x No. of Rooms x No. of Days x Tax Rate). . . . . B. #VALUE!

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 agency 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!

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

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME:	Brad Cowan	EMPLOYEE I.D. NO.:	029114	EMPLOYEE TITLE:	CEA-Agriculture
DEPARTMENT:	Hidalgo County Extension Service	DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE?			No
DEPARTURE DATE:	7/28/12	RETURN DATE:	8/2/12		
TIME OF DEPARTURE:	7:00 AM	TIME OF RETURN:	1:00 AM		
TO CITY:	Lubbock	STATE:	Texas		
SEMINAR/CONFERENCE/MEETING:	START DATE: 7/29/2012	END DATE: 8/1/2012	ACTUAL NO. OF DAYS		4
TITLE OF WORKSHOP/CONFERENCE:	2012 TCAAA Annual Meeting				
METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL):	Personal 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?	Brad Cowan				
DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT?	Yes	IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?	Lubbock is too long a trip for our high mileaged County vehicles.		
PURPOSE/BENEFIT TO HIDALGO COUNTY:					

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 28-Jul	MONTH / DAY 29-Jul	MONTH / DAY 30-Jul	MONTH / DAY 31-Jul	MONTH/ DAY 1-Aug	MONTH / DAY	MONTH / DAY	Total	
Breakfast	$9.00	$9.00	$0.00	$0.00	$0.00	$0.00			$9.00	
Lunch	$12.00	$12.00	$0.00	$0.00	$0.00	$12.00			$24.00	
Dinner	$18.00	$18.00	$0.00	$0.00	$0.00	$18.00			$36.00	
Total	$39.00	$39.00	$0.00	$0.00	$0.00	$30.00	$0.00	$0.00	$69.00	$ 69.00

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

Departure:		Arrival:	
Before 8:00 a.m. (breakfast, lunch, & dinner)	$ 39.00	Before 8:00 a.m. (breakfast)	$ 9.00
8:00 a.m. - 1:00 p.m. (lunch & dinner)	$ 30.00	8:00 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: $ 69.00

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.

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

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

2012 TCAAA ANNUAL MEETING

&

Professional Improvement Conference

July 29 - August 1, 2012

•

WELCOME TO
LUBBOCK, TEXAS

OVERTON
Hotel & Conference Center

2322 Mac Davis Lane

Call for Reservations

806 - 776 - 7000

Room Rate: $129 standard room

WHILE YOU'RE HERE, ENJOY...

- *Cactus Theater*
- *American Wind Power Center*
- *Restaurants...from locally owned to nationally known, over 1,000 to choose from*
- *Golf... 6 courses and 4 driving ranges*
- *Wineries and Cellars*
- *Shopping at the best Western Stores around for everything from clothes and boots, knives and novelties, to hats and home furnishings*
- *Family fun at Joyland Amusement Park, Main Event, Science Spectrum, Stars & Stripes Drive-In Theater, and MORE!*

LUBBOCK

Brad Cowan

From: Curtis Preston
Sent: Monday, May 07, 2012 11:43 AM
To: Adrian Arredondo; Angela Camden; Arlan Gentry; Brad Cowan; Brad Easterling; Brandon Boughen; Brandon David; Brandon Dukes; Brent Batchelor; Brock Fry; Bryan Davis; Caleb Eaton; Chad Coburn; Chelsea Farris; Chris Bishop; Cody Dennison; Corrie Bowen; Dale Dunlap; Dustin Coufal; Dwight Callis; Eddie Baggs; Emily Cooper; Fred Burrell; Garry Branham; Gene Bobo; Greg Church; Isaac Cavazos; Jody Bradford; Jon Gersbach; Joshua Blanek; Joshua Brooks; Keeton O. Ehrig; Kenneth Brdecko; Kevin Brendle; Kyle W. Barnett; Lane Dunn; Lee Dudley; Marcel Fischbacher; Mark Brown; Mark Currie; Michael Bragg; Michael Clawson; Michael Donalson; Nathan Carr; Neal Alexander; Oscar Galindo; Page Bishop; Rachel Bauer; Ralph Davis; Rick Auckerman; Ross Benson; Ryan Collett; Sara Allen; Sarah Chudalla; Scott Anderson; Shannon DeForest; Steve Chaney; Steve Estes; Todd Beyers; Travis Franke; Tyler Fitzgerald; Tyler Frey; Vance Christie; W. Mark Arnold; Wayne Becker; Zach Davis; Zach T. Davis
Subject: 2012 TCAAA State Meeting
Attachments: 2012 TCAAA Registration Form3.pdf; 2012 TCAAA Flyer.pdf; TCAAA Day-Event Registration Form pdf.pdf; TCAAA Youth Waiver and Medical Release.pdf; TCAAA Youth Activities.pdf; TCAAA 2012 Spouse.pdf; TCAAA Golf Flyer 12.docx; TCAAA Tours.pdf; 42 Tournament.pdf; Texas Hold'em Tournament.pdf

Dear TCAAA member,

On behalf of District 2 TCAAA, we want to invite you to Lubbock for the 2012 Texas Agricultural Agents Association State Meeting. We have an exciting and educational program put together for you and your families.

The Headquarters Hotel is the Five Star Overton Hotel located across from the Texas Tech University, which is the only Five Star Hotel in the region.

We look forward to seeing you in Lubbock twice this year; first, for Texas 4-H Roundup, and second for the Texas County Agricultural Agents Association State Meeting. Please join us for a great state TCAAA conference.

The registration information will also be available on the TCAAA website. www.tcaaa.tamu.edu

For more information, please contact us.

Sincerely,

Curtis Preston

Curtis Preston

118 W. Ave. C
Muleshoe, TX 79237
Phone: (806)272-4583

Terry Millican

Terry J. Millican

101 S. Main St.
Seminole, TX 79360
Phone: (432)758-4006x140

Registration Form

2012 Texas County Agricultural Agents' Association
State Conference
District 2, Lubbock, Texas

Registration postmarked after June 1st is subject to late registration fees ($50 per individual).

TCAAA Member/Participant Contact Information:

First Name: Brad Last Name: Cowan

To appear on name badge

Address: 410 North 13th Avenue County: Hidalgo District: 12

City: Edinburg, State: TX Zip Code: 78541

Email Address: b-cowan@tamu.edu

Check all that apply:

Member X Life Member ____ DSA ____ AA ____ Officer/Director/Alt Director ____

Past President X AgriLife Administrator ____ Other ____

Professional Development Tours: (Please rank 1, 2,& 3 or Select Not Participating)

____ Crop/Technology Tour ____ Cargill Meat Solutions

____ Horticulture Tour ____ Not Participating

I plan to participate in: (Check all that apply)

X Night at the Cactus Theater (Sunday) X Man of the Year

X Family Night/Scholarship Dinner (Monday) X Awards Luncheon

Registration Fees:

Member/Life Member/Participant:		=	$200
Scholarship Drawing:	1 X $20	=	$20.00
Hutchinson Drawing:	1 X $20	=	$20.00
Golf Tournament:	1 X $65	=	$65.00
Texas Hold'em	X$25	=	
Domino/42	X$15	=	
Late Registration:	$50	=	
Total:		=	
Total Spouses' Fees	from page 2	=	$75.00
Total Youth Fees	from page 2	=	
Grand Total:		=	$380.00

Send to: Curtis Preston, Texas AgriLife Extension Service-Bailey County,
118 West Ave C, Muleshoe, TX. 79347
Make checks payable to: D-2 TCAAA

AG-802 (06/10)

Texas A&M AgriLife
Administrative Services – Disbursements/Travel

TEXAS A&M AgriLIFE
Teaching • Research • Extension • Service

TRAVEL REQUEST

☐ Texas AgriLife Research 556 RESEARCH ☑ Texas AgriLife Extension Service 555 EXTENSION ☐ TVMDL 557 TVMDL

Dept/Unit/District: 12 Date: 06/25/2012 Request Number: _____

From: July 28, 2012 - 7:00 AM To: August 2, 2012 - 1:00 AM
Travel Dates (including travel time)

Destination: From: Edinburg, Texas (City / State) To: Lubbock, Texas (City / State) District: 12 (AgriLife Extension)

Counties Visited (If applicable)*: _____
* County required for out of state travel.

Purpose of Travel: 2012 TCAAA Annual Meeting

ADDITIONAL TRIPS LISTED ON SECOND PAGE OF FORM

MODE OF TRANSPORTATION:

- ☑ Private Auto
- ☐ Official Auto
- ☐ University Aircraft
- ☐ Accompanying Another Party*
- ☐ Accompanied by*: _____
- ☐ Commercial Transportation (Includes Rental Car)

*Explanation required for two or more employees attending the same or similar duties: _____

EXPENSE TO BE CHARGED TO:

Account Name: Hidalgo County Funds Account No: _____

Estimated Expenses: $ _____ Project No/Support Account: _____

Name: Brad Cowan (Print or Type) UIN: 401007380 (Required)

Signature: _____ Title: CEA-Agriculture

RECOMMENDED: _____
Supervisor

APPROVED: _____
Department Head/Resident Director

APPROVED: _____
Director/Designee

HIDALGO COUNTY PURCHASING DEPARTMENT
TRAVEL REQUEST FORM
USING THE STATE OF TEXAS TRAVEL CARD

As per County Travel Policy (at least two (2) weeks prior to the date the check will be needed)

Date of Travel Request Submission: 06/27/2012
Department: Hidalgo County Extension Service Requestor: Barbara Storz EXT: ____
Number of Employees: One (1)
Employee(s) Name (DOB if requesting airfare): Brad Cowan

Destination: Lubbock, Texas
Name of Seminar/Conference: 2012 TCAAA Annual Meeting
Travel Account Number: 2-1100-461-00-380-001-0-583

HOTEL: Req. #: _____ P.O. #: _____

MUST REQUEST CHECK FOR HOTEL

Hotel Name: _____ Hotel Address: _____

Number of Rooms: _____ Hotel Phone Number: _____

Check In: _____ Check Out: _____

Single Bed or Double Beds

AUTO: Req. #: 00218570 P.O. #: _____ Vendor # 396095

Rental Location: 615 S. Closner, Edinburg, TX 78539 Type of Vehicle: Midsize

Date/Time of Pick up: 07/27/2012 5:00 PM Date/Time of Drop off: 08/02/2012 7:30 AM

AIRFARE: Req. #: _____ P.O. #: CITIBANK vendor #: 343277
Refundable: YES NO Airline Name: _____

Departure Date/Time: _____ Return Date/Time: _____

Barbara Storz 6/27/12
Signature: Elected Official/Department Head Date
Original Signature is required

For Purchasing Department Office Use Only

Hotel Confirmation: _____ Spoke to: _____
Auto Confirmation: _____
Flight Confirmation: _____
Received Confirmation via email/fax: _____
Credit Card Authorization Form Hotel: _____ Faxed back to Hotel: _____
CC Approval on: _____ Agenda Item: _____
HCPD-TRAVEL-2011 REVISED 2012 CC APPROVED ON: 3/06/2012

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 07/03/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 2

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

EVENT INFORMATION

TITLE OF EVENT:	2012 County Camp		
EVENT DATE(S) FROM:	07/11/12	TO:	07/14/12
DEPARTURE DATE:	07/11/12	RETURN DATE:	07/14/12
LOCATION OF EVENT: CITY:	Brownwood	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)	$0	
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		
11. MEALS		
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:

Registration will be paid through our 4-H Project Account and our County vehicles may be used. The only county funds that will be used, if county vehicles are used, will be the from the Fuel Account which we have already encumbered funds for at the beginning of the year.

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:

_____ 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 C. Ahrens	7/3/12	Nora Linda 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	7/9/12		292-7025

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

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

cc 7/10/12

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 06/19/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Hidalgo County Extension Service
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Brad Cowan, CEA-Agriculture

EVENT INFORMATION

TITLE OF EVENT:	2012 TCAAA Annual Meeting		
EVENT DATE(S) FROM:	07/29/12	TO:	08/01/12
DEPARTURE DATE:	07/28/12	RETURN DATE:	08/02/12
LOCATION OF EVENT: CITY:	Lubbock	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.
✓ 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)	$200.00	
Subtotal for Object Code 584	$ 200.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$243.87	
6. GASOLINE/DIESEL/FUEL	$50.00	
7. MILEAGE REIMBURSEMENT		
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$326.53	
11. MEALS	$69.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 689.40	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 889.40	$

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 Starr	6/28/12	NoraLinda Cruz	383-1036

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 Diaz	7/2/12		292-7025
DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:	

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

2-1100-461-00-380-001-0-583+584 Travel to be reimbursed

Req #s 218570 219054

cc 7/10/12

AI-33154 **Comm. Court Executive Office 5. D.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Valde Guerra **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: EXECUTIVE OFFICE

Information

CAPTION

Environmental Compliance & Safety Dept. (1100):
Requesting permission/approval of travel request for Martin Ramirez, Armando Guzman & Rene Parrao to attend the Smoke School/Visible Emissions Workshop to be held on July 26 & 27, 2012 in Robstown, TX.

BACKGROUND

Attachments

safety travel

travel

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/06/2012 02:36 PM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Angela Garcia Started On: 07/06/2012 02:11 PM

Final Approval Date: 07/06/2012

Whitlow Enterprises LLC
1305 Charles Griggs Road
West Monroe, LA 71292

Phone: 318-361-2355 FAX: 318-327-3199
Email: smokeschool@yahoo.com Home Page: www.smokeschool.net

Smoke School / Visible Emissions Workshop
We will load the cart and pull it.

Registration Form

You can download this form in Rich Text for typing from our web site at www.smokeschool.net

Company Name, Branch Location
Mailing address, Contact Person:

Hidalgo County Safety Divison
PO Box 1356
Edinburg, Texas 78539

c/o Rosie Luna

Phone Number:	956-292-7030	Fax Number:	956-318-2658
Email address:	rosie.luna@co.hidalgo.tx.us		
Location of the School:	Richard M. Borchard Regional Fairgounds, Robstown, Tx		
Dates of the School:	7/26-27/12		

Names of Attendees (Please Type). Check C, for classroom F for field test, or B for both. Indicate who will be eating lunch Check L. If employees can not make it on the first day at 8 AM. Indicate when they will be reporting. Report to the field-test first unless notified otherwise.

Attendees (Please Type)	(classroom)	(field Test)	(Both)	(Lunch)	**Test Date & Time**
Armando Guzman	C ☐	F ☐	B ☒	L ☐	CORPUS CHRISTI
Rene Parrao	C ☐	F ☐	B ☒	L ☐	CORPUS CHRISTI
	C ☐	F ☐	B ☐	L ☐	
	C ☐	F ☐	B ☐	L ☐	
	C ☐	F ☐	B ☐	L ☐	
	C ☐	F ☐	B ☐	L ☐	
	C ☐	F ☐	B ☐	L ☐	
	C ☐	F ☐	B ☐	L ☐	

We are adding a 10% discount for companies or plants that never attended our school. The discount does not apply to private schools or schools conducted at your plant. Check here if you qualify for this discount. ☐

Refer a friend from another plant to smoke school and both plants will receive a 5% discount, a t-shirt, or other Whitlow prizes. Download a referral coupon from www.smokeschool.net, then FAX your coupon, email your coupon as an attachment, or bring your coupon to smoke school. We appreciate your support.

TRANSMISSION VERIFICATION REPORT

TIME : 07/06/2012 14:37
NAME : SAFETY DIVISION
FAX : 9563182658
TEL : 9562927030
SER.# : BROL5J381446

DATE,TIME	07/06 14:37
FAX NO./NAME	913183273199
DURATION	00:00:24
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

Whitlow Enterprises LLC
1305 Charles Griggs Road
West Monroe, LA 71292

Phone: 318-361-2355 FAX: 318-327-3199
Email: smokeschool@yahoo.com Home Page: www.smokeschool.net

Smoke School / Visible Emissions Workshop
We will load the cart and pull it.

Registration Form

You can download this form in Rich Text for typing from our web site at www.smokeschool.net

Company Name, Branch Location
Mailing address, Contact Person:

Hidalgo County Safety Divison
PO Box 1356
Edinburg, Texas 78539

c/o Rosie Luna

Phone Number:	956-292-7030	Fax Number:	956-318-2658
Email address:	rosie.luna@co.hidalgo.tx.us		
Location of the School:	Richard M. Borchard Regional Fairgounds, Robstown, Tx		
Dates of the School:	7/26-27/12		

Names of Attendees (Please Type). Check C, for classroom F for field test, or B for both. Indicate who will be eating lunch Check L. If employees can not make it on the first day at 8 AM. Indicate when they will be reporting. Report to the field-test first unless notified otherwise.

Attendees (Please Type)	(classroom)	(field Test)	(Both)	(Lunch)	Test Date & Time
Armando Guzman	C ☐	F ☐	B ☒	L ☐	CORPUS CHRISTI
Rene Parrao	C ☐	F ☐	B ☒	L ☐	CORPUS CHRISTI
	C ☐	F ☐	B ☐	L ☐	
	C ☐	F ☐	B ☐	L ☐	

15% tax rate

06-JUL-2012

Rene Parrao
Edinburg TX 78539
US

,

Thank you for making your reservation at the HOLIDAY INN EXPRESS CORPUS CHRISTI. We have reserved the following accommodations for you:

Arrival Date	Departure Date	Nightly Rate	Room Type
07-25-12	07-27-12	89.00 USD	Two Queens Standard Non-Smoking

Your Confirmation Number is 67194609, and you are guaranteed for late arrival.

Reservations may be cancelled up to 24 hours prior to arrival without penalities

Again, thank you for choosing the HOLIDAY INN EXPRESS CORPUS CHRISTI. We look forward to having you as our guest.

Best regards,

Reservations Office

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 07/06/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 2

DEPARTMENT NAME: Safety Division
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Rene Parrao & Armando Guzman

EVENT INFORMATION

TITLE OF EVENT:	Smoke School for Certification		
EVENT DATE(S) FROM:	07/26/12	TO:	07/27/12
DEPARTURE DATE:	07/25/12	RETURN DATE:	07/27/12
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.
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.

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)		
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		
11. MEALS	$ -	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ -	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ -	$

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:

_____ 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.:
	7/6/12	Ray Quintanilla	292-7030

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.:

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

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

DEPARTMENT:	Safety Division		
DEPARTURE DATE:	7/25/2012	RETURN DATE:	7/27/2012
TO CITY:	Robstown	STATE:	Texas
NAME OF EMPLOYEES ATTENDING SEMINAR:	Rene Parrao & Armando Guzman		
TOTAL# OF EMPLOYEES ATTENDING SEMINAR:	2		

PURPOSE/BENEFIT TO HIDALGO COUNTY:
attending the Smoke School certification

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR:	Smoke School for Certification		
SPONSORED BY:	Whitlow Enterprises, LLC		
REGISTRATION CHECK PAYABLE TO:	Whitlow Enterprises, LLC		
REGISTRATION ADDRESS:	1305 Charles Griggs Rd	SEMINAR START DATE:	7/26/2012
	West Monroe, LA 71292	SEMINAR END DATE:	7/27/2012
		PURCHSE ORDER NO.	
1. REGISTRATION COST PER EMPLOYEE:	$ 375.00	NO. OF EMPLOYEES ATTENDING AT THIS RATE:	2
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.:	2-1100-419-50-125-003-0-584	TOTAL NO. OF EMPLOYEES ATTENDING:	2

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) . . . . . A.	$ 750.00
(SEE PAGE 2 FOR SECTIONS B, C, & D) TOTAL THIS PAGE (A):	$ 750.00
TOTAL 2ND PAGE (B + C + D):	$ 204.70
GRAND TOTAL (A + B + C + D)	$ 954.70

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.

DEPARTMENT'S PUBLIC OFFICIAL (Signature)	DEPARTMENT'S CONTACT PERSON	PHONE #
	Roy Quintanilha	292-7030

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.
Armando Guzman		129356
Rene Parrao		127639

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

DEPARTMENT: Safety Division

DEPARTURE DATE: 7/25/2012 RETURN DATE: 7/27/2012

TO CITY: Robstown STATE: Texas

NAME OF EMPLOYEES ATTENDING SEMINAR: Rene Parrao & Armando Guzman

TOTAL# OF EMPLOYEES ATTENDING SEMINAR: 2

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: Holiday Inn Hotel & Suites HOTEL PHONE NO: 361-242-3330

ADDRESS OF HOTEL: 13425 Brookhaven Drive CONFIRMATION NO.(s):

Corpus Christi, TX

ROOM RATE: $ 89.00 PURCHASE ORDER NO.

NUMBER OF NIGHTS: 2 GENERAL LEDGER ACCT NO: 2-1100-419-50-125-003-0-583

ROOM RATE: TOTAL NO. OF ROOMS: 1

NUMBER OF NIGHTS:

ROOM RATE: HOTEL TAX RATE: 15.00%

NUMBER OF NIGHTS:

TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate x No. of Rooms x No. of Days x Tax Rate). . . . . B. $ 204.70

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) $ 204.70

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

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME: Rene Parrao | EMPLOYEE I.D. NO.: 127639 | EMPLOYEE TITLE: Safety Officer

DEPARTMENT: Safety Division | DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE? no

DEPARTURE DATE: 7/25/12 | RETURN DATE: 7/27/12

TIME OF DEPARTURE: 3:00 PM | TIME OF RETURN: 8:00 PM

TO CITY: Corpus Christi | STATE: Texas

SEMINAR/CONFERENCE/MEETING: START DATE: 7/26/2012 | END DATE: 7/27/2012 | ACTUAL NO. OF DAYS 2

TITLE OF WORKSHOP/CONFERENCE: Smoke School

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.

LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE? Rene Parrao & Armando Guzman

DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? yes | IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?

PURPOSE/BENEFIT TO HIDALGO COUNTY:
Smoke School Certification

Req # 219030

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 25-Jul	MONTH / DAY 26-Jul	MONTH / DAY 27-Jul	MONTH / DAY	MONTH/ DAY	MONTH / DAY	MONTH / DAY	Total	
Breakfast	$9.00		$9.00	$9.00					$18.00	
Lunch	$12.00		$12.00	$12.00					$24.00	
Dinner	$18.00	$18.00	$18.00	$18.00					$54.00	
Total	$39.00	$18.00	$39.00	$39.00	$0.00	$0.00	$0.00	$0.00	$96.00	$ 96.00

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

Departure:		Arrival:	
Before 8:00 a.m. (breakfast, lunch, & dinner)	$ 39.00	Before 8:00 a.m. (breakfast)	$ 9.00
8:00 a.m. - 1:00 p.m. (lunch & dinner)	$ 30.00	8:00 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 @ $ 0.510 (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: $ 96.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER: 2-1100-419-50-125-003-0-583

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	DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)
	Roy Quintanilha	

COUNTY AUDITOR'S FORM: T.1.5 (01/11)

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

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME: Armando Guzman | EMPLOYEE I.D. NO.: 129356 | EMPLOYEE TITLE: Safety Officer

DEPARTMENT: Safety Division | DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE? no

DEPARTURE DATE: 7/25/12 | RETURN DATE: 7/27/12

TIME OF DEPARTURE: 3:00 PM | TIME OF RETURN: 8:00 PM

TO CITY: Corpus Christi | STATE: Texas

SEMINAR/CONFERENCE/MEETING: START DATE: 7/26/2012 | END DATE: 7/27/2012 | ACTUAL NO. OF DAYS 2

TITLE OF WORKSHOP/CONFERENCE: Smoke School

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.

LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE? Rene Parrao & Armando Guzman

DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? yes | IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?

PURPOSE/BENEFIT TO HIDALGO COUNTY:
Smoke School Certification

Req # 219037

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 25-Jul	MONTH / DAY 26-Jul	MONTH / DAY 27-Jul	MONTH / DAY	MONTH/ DAY	MONTH / DAY	MONTH / DAY	Total	
Breakfast	$9.00		$9.00	$9.00					$18.00	
Lunch	$12.00		$12.00	$12.00					$24.00	
Dinner	$18.00	$18.00	$18.00	$18.00					$54.00	
Total	$39.00	$18.00	$39.00	$39.00	$0.00	$0.00	$0.00	$0.00	$96.00	$ 96.00

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

Departure:		Arrival:	
Before 8:00 a.m. (breakfast, lunch, & dinner)	$ 39.00	Before 8:00 a.m. (breakfast)	$ 9.00
8:00 a.m. - 1:00 p.m. (lunch & dinner)	$ 30.00	8:00 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 @ $ 0.510 (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: $ 96.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER: 2-1100-419-50-125-003-0-583

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	DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)
	Roy Quintanilha	

COUNTY AUDITOR'S FORM: T.1.5 (01/11)

Whitlow Smoke School Nation

Whitlow Smoke School Visible Emissions Evaluator Course (VEEC) for Texas

Agenda For 2- Day Texas Smoke Schools

Whitlow Texas agenda designed to meet the

TCEQ smoke school visible emissions evaluators regulation and requirements.

LIFE IS LIKE A BOX OF CHOCOLATES

First day of smoke school Day 1: On the first day of each Texas Smoke School we will conduct classroom and field testing and certification simultaneously. TCEQ requires all new attendees to attend classroom prior to testing and certification. Those of you that have never been to smoke school must attend the classroom first. You should also attend the classroom first if you desire a refresher classroom. Please bring a copy of your last certificate for verification. If you need or want to take the classroom, please report to the classroom location at 8 AM. Otherwise, report to the field training location.

8 AM to 3 PM Classroom

8 AM to 5 PM field training (additional field training if needed until sunset when the sun angle becomes too low for reading smoke-see comment below)

Day 2 Second day of training:

8 AM to 5 PM field training

We will serve refreshments at both locations and we will serve lunch at the field test location both days around noon.

Fog , rain or high winds

We check the weather reports before and during each smoke school. Links to the local weather reports are on each smoke school location page. Whitlow smoke school selects locations with shelters for rain for the comfort of the students. We use locations with trees or other contrasting background for reading smoke on cloudy days. If we cannot find a suitable location with a background, then we create a background.

If there is a light rain, our experienced operators will evaluate the smoke plume and compare it with

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 07/05/12

DEPARTMENT NAME: Hidalgo County Environmental Compliance

TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

NAME & TITLE OF EMPLOYEE(S) TRAVELING: Martin Ramirez

EVENT INFORMATION

TITLE OF EVENT:	Smoke School/Visible Emissions Workshop		
EVENT DATE(S) FROM:	07/26/12	TO:	07/27/12
DEPARTURE DATE:	07/25/12	RETURN DATE:	07/27/12
LOCATION OF EVENT: CITY:	Corpus Christi	STATE:	Texas

PURPOSE OF TRAVEL

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

- [x] To obtain statutorily required continuing professional education.
- [x] 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 & 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.

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)	$ -	
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	$ 206.48	
11. MEALS	$ 96.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 302.48	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 302.48	$

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

AIRFARE*	
BUS**	
Rental Car**	
County Vehicle**	X
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.:
	7/6/12	Laura Torres	X. 4859

Req # 218969 219006

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

- [✓] TRAVEL IS **APPROVED** for the individuals listed below:

  Martin Ramirez

- [ ] TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
Veronica Ortiz	7/9/12		292-7625

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

CC 7/10/12

COUNTY AUDITOR'S FORM T-1 (10/08)

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

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME:	Martin Ramirez	EMPLOYEE I.D. NO.:	185191	EMPLOYEE TITLE:	Environmental Comp. Coordinator
DEPARTMENT:	Hidalgo County Environmental Compliance	DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE?			No
DEPARTURE DATE:	7/25/12	RETURN DATE:	7/27/12		
TIME OF DEPARTURE:	5:00 PM	TIME OF RETURN:	8:00 PM		
TO CITY:	Corpus Christi	STATE:	Texas		
SEMINAR/CONFERENCE/MEETING: START DATE:	7/26/2012	END DATE:	7/27/2012	ACTUAL NO. OF DAYS	2
TITLE OF WORKSHOP/CONFERENCE:	SMOKE SCHOOL/VISIBLE EMISSIONS WORKSHOP				
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.			
LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE?					
DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT?	Yes	IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?			
PURPOSE/BENEFIT TO HIDALGO COUNTY:					

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 25-Jul	MONTH / DAY 26-Jul	MONTH / DAY 27-Jul	MONTH / DAY	MONTH/ DAY	MONTH / DAY	MONTH / DAY	Total	
Breakfast	$9.00		$9.00	$9.00					$18.00	
Lunch	$12.00		$12.00	$12.00					$24.00	
Dinner	$18.00	$18.00	$18.00	$18.00					$54.00	
Total	$39.00	$18.00	$39.00	$39.00	$0.00	$0.00	$0.00	$0.00	$96.00	$ 96.00

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

Departure:		Arrival:	
Before 8:00 a.m. (breakfast, lunch, & dinner)	$ 39.00	Before 8:00 a.m. (breakfast)	$ 9.00
8:00 a.m. - 1:00 p.m. (lunch & dinner)	$ 30.00	8:00 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 @ $ 0.510 (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: $ 96.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER:

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	DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)
Martin Ramirez	Valde Guerra	

COUNTY AUDITOR'S FORM: T.1.5 (01/11)

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

DEPARTMENT:	Hidalgo County Environmental Compliance	If, applicable, was travel approved by Co. Exec. Officer?	Yes
DEPARTURE DATE:	7/25/2012	RETURN DATE:	7/27/2012
TO CITY:	Corpus Christi	STATE:	Texas
NAME OF EMPLOYEES ATTENDING SEMINAR:	Martin Ramirez		
TOTAL# OF EMPLOYEES ATTENDING SEMINAR:	1		

PURPOSE/BENEFIT TO HIDALGO COUNTY:

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR:	Smoke School/Visible Emissions Workshop		
SPONSORED BY:			
REGISTRATION CHECK PAYABLE TO:	Whitlow Enterprises LLC		
REGISTRATION ADDRESS:	1305 Charles Griggs Road	SEMINAR START DATE:	7/26/2012
	West Monroe, LA 71292	SEMINAR END DATE:	7/27/2012
		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":	1
GL ACCT NO.:	2-1100-413-00-125-001-0-584	TOTAL NO. OF EMPLOYEES ATTENDING:	1

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) . . . . . A.	$	-
(SEE PAGE 2 FOR SECTIONS B, C, & D) TOTAL THIS PAGE (A):	$	-
TOTAL 2ND PAGE (B + C + D):	$	206.48
GRAND TOTAL (A + B + C + D)	$	206.48

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.

DEPARTMENT'S PUBLIC OFFICIAL (Signature)	DEPARTMENT'S CONTACT PERSON	PHONE #
	Lauro Torres	ext. 4859

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.
Martin Ramirez		187097
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.

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

DEPARTMENT: Hidalgo County Environmental Compliance

DEPARTURE DATE: 7/25/2012 RETURN DATE: 7/27/2012

TO CITY: Corpus Christi STATE: Texas

NAME OF EMPLOYEES ATTENDING SEMINAR: Martin Ramirez

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:	Holiday Inn Express	HOTEL PHONE NO:	(361) 242-3330
ADDRESS OF HOTEL:	13425 Brookhaven Drive	CONFIRMATION NO.(s):	66487573
	Corpus Christi, Tx. 78410		
ROOM RATE:	$ 89.00	PURCHASE ORDER NO.	
NUMBER OF NIGHTS:	2	GENERAL LEDGER ACCT NO:	2-1100-413-00-125-001-0-583
ROOM RATE:		TOTAL NO. OF ROOMS:	1
NUMBER OF NIGHTS:			
ROOM RATE:		HOTEL TAX RATE:	16.00%
NUMBER OF NIGHTS:			

TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate x No. of Rooms x No. of Days x Tax Rate). . . . . B. $ 206.48

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) $ 206.48

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

HIDALGO COUNTY PURCHASING DEPARTMENT
TRAVEL REQUEST FORM
USING THE STATE OF TEXAS TRAVEL CARD

As per County Travel Policy (at least two (2) weeks prior to the date the check will be needed)

Date of Travel Request Submission: 7/5/12
Department: Executive Office/Environmental **Requestor:** Laura Torres **EXT:** 4859
Number of Employees: 1
Employee(s) Name (DOB if requesting airfare): Martin Ramirez

Destination: Corpus Christi
Name of Seminar/Conference: Smoke School / Visible Emissions Workshop
Travel Account Number: 2-1100-413-00-125-001-0-583

HOTEL: **Req. #:** 218969 **P.O. #:** _____

MUST REQUEST CHECK FOR HOTEL

Hotel Name: Holiday Inn **Hotel Address:** 13425 Brookhaven Dr.
Number of Rooms: 1 **Hotel Phone Number:** (361) 242-3330
Check In: July 25, 2012 **Check Out:** July 27, 2012
Single Bed **or** **Double Beds**

AUTO: **Req. #:** _____ **P.O. #:** _____

Rental Location: _____ **Type of Vehicle:** _____
Date/Time of Pick up: _____ **Date/Time of Drop off:** _____

AIRFARE: **Req. #:** _____ **P.O. #:** CITIBANK vendor #: 343277
Refundable: YES **NO** **Airline Name:** _____
Departure Date/Time: _____ **Return Date/Time:** _____

M. Badillo — 7/5/12
Signature: Elected Official/Department Head **Date**
Original Signature is required

For Purchasing Department Office Use Only

Hotel Confirmation: _____ Spoke to: _____
Auto Confirmation: _____
Flight Confirmation: _____
Received Confirmation via email/fax: _____
Credit Card Authorization Form Hotel: _____ Faxed back to Hotel: _____
CC Approval on: _____ Agenda Item: _____
HCPD-TRAVEL-2011 REVISED 2012 CC APPROVED ON: 3/7-2012

05-JUL-2012

Martin Ramirez
Edinburg TX 78539
US

,

Thank you for making your reservation at the HOLIDAY INN EXPRESS CORPUS CHRISTI. We have reserved the following accommodations for you:

Arrival Date	Departure Date	Nightly Rate	Room Type
07-25-12	07-27-12	89.00 USD	King Standard Non-Smoking

Your Confirmation Number is 66487573, and you are guaranteed for late arrival.
Reservations may be cancelled up to 24 hours prior to arrival without penalities
Again, thank you for choosing the HOLIDAY INN EXPRESS CORPUS CHRISTI. We look forward to having you as our guest.

Best regards,

Reservations Office

Holiday Inn Express & Suites Corpus Christi NW - Calallen
13425 Brookhaven Drive
Corpus Christi, TX 78410
Telephone: (361) 242-3330 Fax: (866) 720-0411

Whitlow Enterprises LLC
1305 Charles Griggs Road
West Monroe, LA 71292

Phone: 318-361-2355 FAX: 318-327-3199
Email: smokeschool@yahoo.com Home Page: www.smokeschool.net

Smoke School / Visible Emissions Workshop

We will load the cart and pull it.

Registration Form

You can download this form in Rich Text for typing from our web site at www.smokeschool.net

Company Name, Branch Location
Mailing address, Contact Person:

Martin Ramirez
Hidalgo County Environmental Coordinator
1304 S. 25th Ave.
Edinburg, TX. 78542

Phone Number:	(956) 318-2840	Fax Number:	(956) 318-2844
Email address:	martin.ramirez@hchd.org		
Location of the School:	Corpus Christi		
Dates of the School:	July 26-27, 2012		

Names of Attendees (Please Type). Check C, for classroom F for field test, or B for both. Indicate who will be eating lunch Check L. If employees can not make it on the first day at 8 AM. Indicate when they will be reporting. Report to the field-test first unless notified otherwise.

Attendees (Please Type)	(classroom)	(field Test)	(Both)	(Lunch)	**Test Date & Time**
Martin Ramirez	C ☐	F☐	B☒	L☒	July 26-27, 2012 @ 8:00a.m.
	C ☐	F☐	B☐	L☐	
	C ☐	F☐	B☐	L☐	
	C ☐	F☐	B☐	L☐	
	C ☐	F☐	B☐	L☐	
	C ☐	F☐	B☐	L☐	
	C ☐	F☐	B☐	L☐	
	C ☐	F☐	B☐	L☐	

We are adding a 10% discount for companies or plants that never attended our school. The discount does not apply to private schools or schools conducted at your plant. Check here if you qualify for this discount. ☐

Refer a friend from another plant to smoke school and both plants will receive a 5% discount, a t-shirt, or other Whitlow prizes. Download a referral coupon from www.smokeschool.net, then FAX your coupon, email your coupon as an attachment, or bring your coupon to smoke school. We appreciate your support.

Please use additional forms if necessary. Thanks, an invoice will be mailed to you shortly.

WHITLOW ENTERPRISES, LLC

Please remit payments to: 1305 Charles Griggs Road
West Monroe, LA 71292

Invoice

Date	Invoice #
7/6/2012	11006

PAID

Bill To- Contact person & mailing address	Physical Location
Hidalgo County Environmental Coordinator 1304 S. 25th Avenue Edinburg, TX 78542	Hidalgo County Environmental Coordinator 1304 S. 25th Avenue Edinburg, TX 78542 P 9563182840 F 9563182844 martin.ramirez@hchd.org

Our Federal Tax ID #	P.O. No.	Attn to:	Customer E-mail
72-1504-580		Martin Ramirez	martin.ramirez@hchd.org

Item	Description	Qty	Rate	Amount
field testing & Cla...	Field Testing and Classroom--Martin Ramirez	1	375.00	375.00
100% discount	Free initial field and classroom training first time attendee - limit one per plant		-375.00	-375.00
	Corpus Christi, TX - Richard M Borchard Regional Fairgrounds - July 26 -27, 2012			
	You may enter credit card info and fax invoice to us Credit card no.: ____ EXP Date: ____			

Corpus Christi, TX - Richard M Borchard Regional Fairgrounds - July 26 -27, 2012

Total	$0.00
Payments/Credits	$0.00
Balance Due	$0.00

Please pay from invoice

SMOKE SCHOOL FEES ARE NON REFUNDABLE

Phone #	Fax #	E-mail	Web Site
318-361-2355	318-327-3199	smokeschool@yahoo.com	www.smokeschool.net

Whitlow Enterprises Smoke School
1305 Charles Griggs RD
West Monroe, LA 71292

Phone: 318-361-2355
FAX: 318-327-3199
Email smokeschool@yahoo.com

AN INVITATION

Free Seminar

GIFT CERTIFICATE

Industrial Environmental EH& Safety are entitled to

ONE FREE SMOKE SCHOOL CLASSROOM & FIELD CERTIFICATION TO ALL FIRST TIME COMPANIES OR PLANTS

Redeemable at any Whitlow Smoke School Nation open enrollment school- If possible, please register in advance from web site and attach gift certificate to registration. Limit one per plant.

Please see web page or call us for more information.

Customer Use Only:

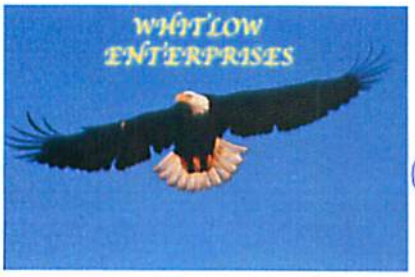
Customer name: Martin Ramirez

Company name and mailing address: Hidalgo County Environmental Compliance
1304 S. 25th Ave.
Edinburg, Tx. 78542

Smoke School location and date: Corpus Christi, Tx. July 26-27, 2012

Whitlow Smoke School Nation

Corpus Christi Texas Smoke School



whitlow ENTERPRISES

Whitlow Smoke School Visible Emissions Evaluator Course (VEEC) for Texas

I heard it through the grapevine that Whitlow is the best smoke school in the nation

Corpus Christi Texas Smoke School EPA Method 9 & 22 Opacity Training & Certification by Whitlow Enterprises

This course meets the requirements of TCEQ Smoke School Visible Emissions Evaluator Requirements

Dates: July 26-27, 2012-- This is a 2 day school report time 8 AM

Be sure to read the Texas 2 day Whitlow smoke school agenda so you will know where to report and special TCEQ requirements.

Location: Richard M Borchard Regional Fairgrounds, 1213 Terry Shamsie Blvd., Robstown, TX 78380

Smoke School Field Training in the large open air pavilion in the front Classroom in Meeting Room A & B in the Conference Hall

Map and Driving Directions

Registration Fees Texas Incumbent Worker Training Grants What to Bring Hotels Weather Report Donuts

Whitlow Smoke School Nation

Whitlow Smoke School Visible Emissions Evaluator Course (VEEC) for Texas

Agenda For 2- Day Texas Smoke Schools

Whitlow Texas agenda designed to meet the

TCEQ smoke school visible emissions evaluators regulation and requirements.

LIFE IS LIKE A BOX OF CHOCOLATES

First day of smoke school Day 1: On the first day of each Texas Smoke School we will conduct classroom and field testing and certification simultaneously. TCEQ requires all new attendees to attend classroom prior to testing and certification. Those of you that have never been to smoke school must attend the classroom first. You should also attend the classroom first if you desire a refresher classroom. Please bring a copy of your last certificate for verification. If you need or want to take the classroom, please report to the classroom location at 8 AM. Otherwise, report to the field training location.

8 AM to 3 PM Classroom

8 AM to 5 PM field training (additional field training if needed until sunset when the sun angle becomes too low for reading smoke-see comment below)

Day 2 Second day of training:

8 AM to 5 PM field training

We will serve refreshments at both locations and we will serve lunch at the field test location both days around noon.

Fog , rain or high winds

We check the weather reports before and during each smoke school. Links to the local weather reports are on each smoke school location page. Whitlow smoke school selects locations with shelters for rain for the comfort of the students. We use locations with trees or other contrasting background for reading smoke on cloudy days. If we cannot find a suitable location with a background, then we create a background.

If there is a light rain, our experienced operators will evaluate the smoke plume and compare it with our opacity monitor. We will determine if we should delay smoke school until after the rain ends or use a makeup day if the rain is scheduled to continue most of the day.

In the event of thunder storms, we will immediately delay smoke school until the storm passes and it is safe to continue. All parties should take shelter inside of a building or in your vehicle and await further instructions.

Windy conditions: We use an adjustable elbow and adjust the elbow to enhance smoke reading. If the winds become too high we will consider delaying the school until the winds go down or we will use a makeup day.

Fog: We will delay smoke school until the fog is gone.

We want you to pass and we create the environment that will help you pass. In the event of prolonged severe weather or hurricanes, we will update our webpage schedule and we will email or call all registered attendees as soon as we learn about the forecast. Make sure we have your email address on file.

Note: All **new students** must take one complete test run for training before being allowed to take a test run for certification. The student does not have to make a passing score on the training run, but must complete it and hand it in to the field instructor before being allowed to take the second run for actual certification. A student making a passing score on the training run cannot use it to claim certification.

Comment: I hate to say anything negative, because your ability to pass the test quickly, depends greatly on you having a positive attitude when you sit down in that yard chair looking at the smoke. Most of us know smoke school can be stressful. Some folks have nightmares about it. Whitlow tries our best to remove as much stress as possible and still be in compliance. Before beginning EPA Method 9 certification testing, we spend at least 30 minutes teaching and demonstrating how to take the certification test. Many of us have been taking the test for years without ever receiving any real training. What is the secret to passing the test on the first time?

It takes us a little longer than other providers to conduct the first test run. Most people pass our test the first time they take it. A few take it 3 times. All retests progress quicker than the first run. Sometimes it happens. Raise your hands if you think you failed the test, and we will check your math. Then we will review your test paper and make suggestions for improving your aim. Sometimes you need an attitude adjustment and a scope adjustment. We will continue testing if needed until about sunset when the angle of the sun is too low to accurately read opacity. If you have to leave before you pass the test, you can continue on the next day or at any of our open locations at no extra charge.

Sorry but sevaral Texas smoke schools have been canceled due to lack of registrations. TCEQ has approved Whitlow Smoke School to operate in Texas after a 6 year absence. I seriously thought we could take up where we left off with about 300 people attending in 8 locations. I would like to use 8 locations in Texas for your convenience because Texas is a large state. I also would like for you to be able to choose the time of year and the weather conditions for smoke school. As you know, it can get hot in Texas and smoke school is an outdoor sport. This is your smoke school and you should have the right to choose your provider, your location, and your weather. Without you we do not exist. Email smoke school@yahoo.com to suggest a location. We will be at the TCEQ Environmental Conference in Austin. I hope to see you there and you can suggest our locations for Texas.
For now please register for the best available smoke school provider.

Texas Smoke Schools

Baytown TX

Houston TX

Dallas TX

Corpus Christy TX

Louisiana Smoke Schools

West Monroe LA

Alexandria LA

Shreveport LA

Minden LA

Ville Platte LA

New Orleans LA

Mandeville LA

Baton Rouge LA

Lake Charles LA

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Shafa Investment Group LLC

Business name/disregarded entity name, if different from above
Holiday Inn Express

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
13425 Brookhaven Drive

Requester's name and address (optional)

City, state, and ZIP code
Corpus Christi, TX 78410

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number: ___ - ___ - ____

Employer identification number: **27-2269641**

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Laura M. Valdez Date ▶ 6-13-12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

AI-33153 **Comm. Court Executive Office 5. E.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Valde Guerra **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval to process payment of claims from J. Roel Garcia, Attorney at Law totaling $130.00 in connection with pre-indictment appointment (invoice period June 2008 - July 2008) with authority for County Treasurer to issue payment after review and auditing procedures are completed.

BACKGROUND

Attorney failed to timely bill the county (invoices from 2008)
Judge Presiding - Jaime J. Palacios signed attorney voucher on June 29, 2012

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-412-30-115-016-0-333

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

BUDGETARY IMPACT:

Funds available as of 7/6/12.

Attachments

voucher

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/06/2012 02:35 PM
Erika Zamora	Erika Zamora	07/06/2012 03:21 PM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Angela Garcia Started On: 07/06/2012 02:05 PM

Final Approval Date: 07/06/2012

COUNTY AUDITOR'S FORM
HIDALGO COUNTY, TEXAS
(REV 1997)

ATTORNEY FEES EXPENSE CLAIM FORM

UNDER ARTICLE 26.05. CODE OF CRIMINAL PROCEDURE AS AMENDED

CASE INFORMATION

CASE NUMBER(S): Pre-Indictment Appointment PID #909499

COURT NUMBER: CCL#2

DEFENDANT NAME: Cesar Ivan Gomez

FEE SCHEDULE

	RATE	HOURS	AMOUNT
OUT OF COURT	$40	3.25	130.00
IN COURT	$70		
SUBTOTAL			
INVESTIGATOR			
EXPERT WITNESS			
OTHER EXPENSES			
FEES SET BY COURT	$	TOTAL	130.00

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF CT HOURS
6-25-08	R&R Faxed Appointment of Counsel; Prepared file	past 4yr. mark	0.25
6-25-08	Tlc 1 Jail		0.25
6-27-08	Conf. w/D in Jail (Traveled to Jail)		1.0
7-2-08	Tlc w/D's family		0.25
7-2-08	Tlc w/D's family		0.25
7-3-08	Tlc w/D's family		0.25
7-3-08	Tlc w/D's family		0.25
7-3-08	Tlc w/ Booking		0.25
7-3-08	Tlc w/D's family		0.25
7-3-08	Tlc w/D's family		0.25
	TOTAL HOURS		3.25

RECEIVED BY COUNTY AUDITOR 2012 JUL 13 PM 4:34

PERSONAL INFORMATION

VENDOR NUMBER | TELEPHONE NUMBER (956) 787-2375 | BAR CARD NUMBER 00787516

MAILING ADDRESS 125 W. Cherokee Ave. Pharr, TX 78577

CERTIFICATION

I, J. Roel Garcia, Attorney at Law, swear or affirm to the Court and to the County Auditor that the information contained above is true and correct, and payment would not be contrary to the fee schedule adopted by the Board of Judges pursuant to Article 26.05 Code of Criminal Procedure effective September 1, 1987. I further swear or affirm that I have not received nor will receive any money or anything else of value for representing the accused, and I further affirm or swear that I have not submitted duplicate time charges for the same hours charged in any other case.

ATTORNEY AT LAW (SIGNATURE)

APPROVED _____ PRESIDING JUDGE (SIGNATURE)

THE 24 DAY OF June A.D., 2012

FOR USE OF AUDITOR'S OFFICE ONLY

APPROVED _____ COUNTY AUDITOR

Account No 1100-412-30-115-016-0-333

AI-33151 **County Judge's Office 6. A.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Yolanda Chapa **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and approval of amendment to Guidelines and Criteria for Granting Tax Abatements in Hidalgo County under Chapter 312 of the Texas Tax Code.

BACKGROUND

Attachments

aproved Guidelines

1

legal app

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/06/2012 02:35 PM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: SANDRA DELEON Started On: 07/06/2012 01:42 PM

Final Approval Date: 07/06/2012

GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN HIDALGO COUNTY, TEXAS

Effective June 26, 2012

I. General Purpose and Objectives

The County is committed to the promotion of high quality development in all parts of the County and to an ongoing improvement in the quality of life for its citizens. Certain types of investment result in the creation of new jobs, new income and provide for positive economic growth which is beneficial to the County as a whole. The County will, on a case-by-case basis, give consideration to providing tax abatement as a stimulation for economic development in the County. It is the policy of the County that said consideration will be provided in accordance with the guidelines and criteria outlined in this document. The County is not obligated to grant tax abatement to any applicant and nothing herein will imply or suggest that the County is under any obligation to provide tax abatement to any applicant. All applicants will be considered on a case-by-case basis, and the decision to approve or deny tax abatement to any particular applicant will be at the discretion of the Commissioners Court of the County. As provided in section 312.002(d) of the Texas Tax Code, adoption of these guidelines and criteria does not (1) limit the discretion of the Commissioners Court to decide whether to enter into a specific tax abatement agreement, (2) limit the discretion of the Commissioners Court to delegate to its employees the authority to determine whether the Commissioners Court should consider a particular application for tax abatement or (3) create any property, contract or other legal right in any person to have the County consider or grant a specific application or request for tax abatement. Tax abatement agreements are made with the owners of real property to exempt from taxation a portion of the value of the real property or of tangible personal property, or both, and, as provided herein, may also be entered into with the lessees of such real property. The duration of an agreement may be for a period of time determined appropriate by the Commissioners Court of the County, based on the productive life of the improvements and consistent with the provisions of these Guidelines and Criteria, but in no case for more than ten (10) years in accordance with state law. Special terms and conditions may be set in the agreement governing each specific tax abatement.

II. Definitions

A. “Abatement” means the full or partial exemption from ad valorem taxes of eligible properties in a reinvestment zone designated as such for economic development purposes.

B. “Agreement” means a contractual agreement for the purpose of tax abatement between (i) a property owner or a lessor and a lessee and (ii) a taxing authority. In no event will the duration of an agreement exceed ten (10) years, even if the abatement is not applied in the initial years of the agreement.

C. “Base year value” means the taxable value of the applicant’s real and personal property of a type eligible for tax abatement (which excludes inventory and supplies) located in a designated reinvestment zone on January 1 of the year of the execution of the Agreement.

D. “Capital Cost” means the amount expended by the owner on improvements to real property or acquisition of eligible personal property needed to commence a project or operations. It expressly excludes amounts expended by the County or other governmental entities and any amounts expended with respect to ineligible property.

E. “Commissioners Court” means the elected governing body of the County.

F. “County” means the County of Hidalgo, a political subdivision of the State of Texas.

G. “Economic life” means the number of years a property qualifies for depreciation under the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System.

H. “Eligible education facility” means new, expanded or modernized buildings and structures, including fixed machinery and equipment, which, when constructed or completed, will be leased to a public school district, community college district, or state-supported institution of higher education, for the entire term of the proposed abatement, and which will contribute to the economic development of the County.

I. “Eligible facility” means a new, expanded or modernized building or structure, including fixed machinery and equipment, which is reasonably likely as a result of granting abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development of the County, but does not include a facility which is intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, a restaurant or a retail sales establishment.

J. “Expansion” means the addition of buildings, structures, fixed machinery, and/or equipment for the purpose of increasing production capacity or revenues.

K. “Facility” means property improvements completed or in the process of construction which together comprise an integral whole.

L. “Guidelines and Criteria” mean these guidelines and criteria for granting tax abatement in the County.

M. “Improvement” means a building, structure, fixture, or fence erected on or affixed to land, or a transportable structure designed to be occupied for residential or business purposes, whether or not it is affixed to land, if the owner of the structure owns the land on which it is located, unless the structure is unoccupied and held for sale or normally is located at a particular place only temporarily.

N. “Job” means a permanent, full-time employment position, hired directly or contracted through another entity, that has provided or will result in employment of at least 1,820 hours in the position in a year. Any position providing less than the specified number of hours a year, regardless of the employer’s designation of such position, does not qualify as a “Job” for purposes of these Guidelines and Criteria.

O. “Lessee” means the tenant who is occupying and operating or will occupy and operate an eligible facility under a legally binding lease agreement with a landlord.

P. “Lessor” means the owner of an eligible facility that has a binding lease with a tenant who will occupy and operate the facility.

Q. “Modernization” means the replacement and upgrading of existing facilities which increase the productive input or output, updates the technology, or substantially lowers the unit costs of operation, and extends the economic life of the facility. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery, or equipment. It will not be for the purpose of renovation, reconditioning, refurbishing, repairing, or completion of deferred maintenance, except in reinvestment zones established based on conditions of economic impairment.

R. “New facility” means a property previously undeveloped which is placed into service by means other than expansion or modernization.

S. “Newly created value” means the difference between the taxable property value in the base year and the taxable property value at the time the value is being newly calculated.

T. “Personal property” means property that is not real property, and consists of intangible and tangible personal property. Intangible personal means a claim, interest (other than an interest in tangible property), right, or other thing that has value but cannot be seen, felt, weighed, measured, or otherwise perceived by the senses, although its existence may be evidenced by a document. It includes a stock, bond, note or account receivable, certificate of deposit, share account, share certificate account, share deposit account, insurance policy, annuity, pension, cause of action, contract, and goodwill. Tangible personal property means personal property that can be seen, weighed, measured, felt, or otherwise perceived by the senses, but does not include a document or other perceptible object that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.

U. “Primary employment” means retention or creation of new jobs for residents of the County as a result of new, expanded or modernized building projects.

V. “Productive life” means the number of years a property improvement is expected to be in service in a facility.

W. “Real property” means land, improvements, a mine or quarry, minerals in place, standing timber; or an estate, other than a mortgage or deed of trust creating a lien on property or an interest securing payment or performance of an obligation, in a property enumerated above.

X. “Reinvestment zone” is (i) an area designated as such for the purpose of tax abatement as authorized by the Property Redevelopment and Tax Abatement Act, Sections 312.401 or 312.201 of the Texas Tax Code or (ii) an area designated as an enterprise zone under Chapter 2303 of the Texas Government Code as authorized by the Property Redevelopment and Tax Abatement Act, Section 312.4011 of the Texas Tax Code.

Y. “Taxable property value” means the value of the Property being valued as determined by deducting from the assessed value of such Property, as recorded by the Hidalgo County Appraisal District, the amount of any applicable exemption as defined by the Texas Property Tax Code.

III. Abatement Authorized

A. Eligible Facilities. Abatement may be granted for new facilities and for expansion or modernization of existing facilities. The economic life of a facility and/or eligible property must exceed the duration of the abatement.

B. Eligible Property. Abatement may be applied to both real and personal property used at an eligible facility for business purposes, excluding all ineligible property.

C. Ineligible Property. The following types of property will be fully taxable and ineligible for abatement: (i) land, (ii) inventory, supplies, tools, furnishings and other forms of moveable personal property, (iii) housing, (iv) deferred maintenance, and (v) property to be rented or leased except as provided in subsection E. of this Section III. No reference to property (real or personal) herein shall be deemed to incorporate any ineligible property into any calculation of investment or tax abatement.

D. New Value. Abatement may only be granted for the newly created value of eligible property improvements made subsequent to and specified in an agreement between the County and the owner or between the County and the lessor and lessee, subject to such limitations as the County may impose.

E. Owned/Leased Facilities. If a leased facility is granted abatement, the agreement will be executed with the lessor and the lessee.

F. Eligibility Criteria. In order to be considered for abatement, eligible facilities must be located in a reinvestment zone and result in a minimum added value of $1,500,001 in real and business personal property or the creation of at least 26 full-time jobs.

G. Criteria and Value of Abatement. Abatement may be granted for eligible facilities on all or a portion of the newly created value of eligible property according to the following:

(1) An owner of real property where an eligible facility is located, prior to the inception of the project(s) subject to an agreement, must agree to expend a designate sum of money as the Capital Cost of the project and/or provide a certain number of Jobs in order to qualify for an abatement and must expend at least the sum agreed to as the Capital Cost of the project and provide at least the agreed number of Jobs in accordance with the agreement in order to receive such abatement. The percent of value to be abated is dependent upon the greater of the Capital Cost expended by the owner in the project or the number of Jobs created:

Percent of Increase in Property Value To be Abated	**Capital Cost of the Project**	**Number of Jobs Created**
0%	Less than $1,500,001	0 – 25
25%	$1,500,001 up to and including $5,000,000	26 – 50
50%	Over $5,000,000 up to and including $10,000,000	51 – 100
80%	Over $10,000,000	101 or more

(2) In a lessor-lessee abatement, the lessor's abatement will be the applicable percentage set forth in subsection (G) (1) of this Section III based on the Capital Cost of the project and applicable only to the newly created value of real property at the eligible facility as determined by the Hidalgo County Appraisal District and these Guidelines and Criteria. The lessee's tax abatement will be the applicable percentage based on Job creation as set forth in subsection G.(1) of this Section III and will be applied on the newly created value of personal property owned by the lessee at the eligible facility as may be determined by the Hidalgo County Appraisal District.

(3) Only the newly created value will be eligible for abatement. The percentage of value to be abated is dependent upon the greater of the Capital Cost involved in the project or number or Jobs and then only to the extent that such increase exceeds any reduction in fair market value of

other real or personal property of an owner, lessor or lessee located within the reinvestment zone.

(4) The length of an agreement may be for a period not to exceed ten (10) years from the successful completion of the development, redevelopment or improvement of the project. The abatement of the real and personal property in each year covered by the agreement shall only be received to the extent its taxable property value for that year exceeds its taxable property value for the year in which the agreement is executed.

(5) As an additional incentive to create and sustain jobs, any abatement based upon job creation will be subject to increases or decreases in subsequent tax years based on the level of jobs added or lost. For example, a project that initially creates thirty (30) jobs is eligible for a 25% abatement. In the second year of the abatement period, if twenty-one (21) additional jobs are added, the abatement will then increase to 50% (although such increased abatement shall not apply retroactively), and so on as jobs are created during the abatement period. Conversely, if jobs are reduced, the percent of abatement will also be reduced.

(6) With respect to any abatement based upon Capital Cost, the percent of value to be abated may qualify for increases in subsequent tax years based upon additional capital improvements. For example, a project that initially has a Capital Cost of $2,500,000.00, is eligible for 25% tax abatement. In the second year of the abatement period, if additional capital improvements are made in the total amount of $3,000,000, the abatement may then increase to 50% upon Commissioners' Court approval (although such increased abatement shall not apply retroactively).

(7) Improvements, expansions or modernizations must not be expected to solely or primarily have the effect of transferring employment from one part of the County to another.

(8) The project must be expected to prevent the loss of payroll or retain, increase or create payroll on a permanent basis in the County

H. Standards of Tax Abatement. The following factors, among others, will be considered in determining whether to grant abatement and, if so, the percentage of value to be abated and duration of tax abatement.

(1) value of land and existing improvements, if any;

(2) type and value of proposed improvements;

(3) productive life of proposed improvements;

(4) number of existing jobs to be retained by proposed improvements;

(5) number and type of new jobs to be created by proposed improvements;

(6) whether the new jobs to be created will be filled by persons residing within the affected taxing jurisdiction;

(7) amount property tax base valuation will be increased during term of abatement, which will include a definitive commitment that such valuation will not in any case be less than $1,500,001 and/or no less than 26 jobs created;

(8) the costs to be incurred by the County to provide facilities or services directly resulting from the new improvements;

(9) the amount of ad valorem taxes to be paid to the County during the abatement period considering (a) the existing values, (b) the percentage of new value abated, (c) the abatement period, and (d) the value after expiration of the abatement period;

(10) the types and values of public improvements, if any, to be made by the applicant seeking abatement;

(11) whether the proposed improvements compete with existing businesses to the detriment of the local economy;

(12) the impact on the business opportunities of existing businesses;

(13) the attraction of new businesses to the area;

(14) whether the project is environmentally compatible with no adverse impact on quality of life; and

(15) whether the real property is in an improvement project financed by tax increment bonds.

Each eligible facility will be reviewed on its merits utilizing the factors provided above. After such review, abatement may be entirely denied or may be granted to the extent deemed appropriate after full evaluation.

I. In addition to other abatements authorized hereunder, abatement may be granted for an eligible education facility as provided in this subsection I. The provisions of subsections G.(1), G.(2), G.(4), G.(5), G.(6), and H.(7), and Section VII of these Guidelines and Criteria will not apply to abatements for eligible education facilities. The term of the abatement for an eligible education facility will be established by the Commissioners

Court at the time the abatement is granted, but in no event will exceed the maximum term permitted under the Texas Tax Code.

IV. Procedural Guidelines

A. Preliminary Application Steps: Any person, organization or corporation meeting the abatement guidelines may request abatement by contacting the County Judge's Office Economic Development Division and filing a written application with the County in conformance with the following procedural guidelines. Consideration will be given to written requests from applicants for the confidentiality of proprietary information, consistent with state law, including without limitation Section 312.003 of the Texas Tax Code and Section 552 of the Texas Government Code.

(1) A tax abatement application form approved by the County and in the form attached to these Guidelines and Criteria must be completed and submitted to the appropriate office or any other office or official designated by the County, with all of the information and documents specified therein and herein. prior to commencement of construction, alterations, or installation of improvements related to a proposed modernization, expansion or new facility by the applicant. Commencement of construction is considered to have taken place when any one of the following has occurred:

(a) If more than ninety days has passed since an abatement agreement with the municipality has been executed (if applicable);

(b) If a building permit has been issued for construction not associated with mitigating an environmental hazard;

(c) If the project's site has been cleared and prepared for development;

(d) If construction (including renovations or tenant finish-out) has begun;

(e) If site specific infrastructure has begun to be installed; or

(f) If equipment, inventory, or employees have been relocated to the new site.

A <u>complete</u> tax abatement application, <u>with all of the information and documentation specified therein and herein,</u> must be submitted to the <u>appropriate office or any other office or official designated by the</u> County no later than October 1, in order to have an agreement

considered and executed in the same year that the tax abatement application is submitted to the County..

(2) The application will require such financial and other information as may be deemed appropriate for evaluating the financial capacity of the applicant. This may include an economic feasibility study including a detailed list of estimated improvement costs, a description of the methods of financing all estimated costs and the time when related costs or monetary obligations are to be incurred, and historical financial statements and statements of revenues, expenses, net income and cash flow for the first five years of the project, which have been audited, reviewed or compiled by a certified public accountant.

(3) Applicant will prepare a descriptive list of the improvements for which abatement is requested. This will include the class life of the improvements based on the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System.

(4) Applicant will prepare a plat or map showing the precise location of the property, location of proposed improvements, all roadways within five hundred feet (500') of the site, and all existing land uses and zoning within five hundred feet (500') of the site. The correct legal description of the real property must be provided.

(5) Applicant will address all criteria outlined in Section III, H. of these Guidelines and Criteria in letter format. In the case of a modernization or expansion, applicant will also include a statement of the facility's current property value, stated separately for real and personal property.

(6) Applicant will prepare a time schedule for undertaking and completing the planned improvements.

(7) Applicant will provide a tax certificate verifying that no taxes are past due on applicant's property located within the proposed reinvestment zone.

(8) Applicant will provide a copy of the underlying lease if Applicant is a lessee of the facility.

(9) Applicant will provide a copy of the contract between the applicant and any employment agency acting as the employer of the employees of eligible jobs pursuant to such contract.

(10) Applicant will provide copies of the immediately preceding quarterly reports filled with the Texas Workforce Commission, documenting the current number of permanent full time employees.

(11) Applicant will provide a current copy of any Enterprise Zone Map identifying the property location.

(12) Applicant shall pay to the County a non-refundable application fee of $1,000 at the time of submission of the tax abatement application. Applicant understands and, by submitting an application agrees, that such fee is to partially offset the County's expenses in reviewing the Applicant's application and shall not be refunded in the event the application is withdrawn by Applicant or denied by the County. Applicant will submit along with the applicable a copy of the receipt issued from the Hidalgo County Treasurer evidencing payment of the application fee.

B. Application Review Steps: Upon receipt of a completed application, the County will distribute copies of the application to the appropriate County departments for internal review and comments. The County may request additional information as needed to determine applicant's eligibility for abatement according to Sections III A., B. and F.

C. Timing Provisions. Notwithstanding any provision to the contrary in Sections IV or V of these Guidelines and Criteria, to the extent allowable under applicable law, the Commissioners Court in its discretion may (i) allow additional time for compliance with the requirements in Sections IV and V with respect to any applications received after October 1 of the calendar year, and (ii) consider and approve a tax abatement and enter into an Agreement prior to receipt of all required information, provided that if such abatement is granted the Agreement requires the owner or lessor and lessee to comply with any such provisions within thirty days of the date of the Agreement and allows the County to terminate the Agreement in the event any conditions in the Agreement are not timely met.

V. Consideration of Application and Adoption of Agreement

A. When the County considers an abatement request, it will consider the feasibility and impact of the proposed abatement by making an estimate of the economic effect of the abatement of taxes and the benefit to the property to be covered by the abatement and to the taxing authorities involved.

B. In accordance with Section 312.401(b) of the Texas Tax Code, the Commissioners Court may not designate an area as a reinvestment zone until it holds a public hearing on the designation and finds that the designation would contribute to the retention or expansion of primary employment or would attract major investment in the reinvestment zone that would be a benefit to the property to be included in the reinvestment zone and would contribute to the economic development of the County. At the hearing, interested persons are entitled to speak and present evidence for or against the designation. Not later than the seventh day before the date of the hearing, the Commissioners Court will give notice of the hearing in accordance with Sections 312.401(b) and 312.201(d) of the Texas Tax Code.

C. (1) The Commissioners Court may consider adoption of an Order approving the execution of an agreement between the County and the applicant governing the provision of the abatement within the reinvestment zone only after the applicant has forwarded all necessary information and documentation to the County. The County will notify the applicant of approval or disapproval in writing as soon as such action has occurred. The County will not approve an agreement if it finds that the request for the abatement was filed after the commencement of construction, alterations, or installation of improvements related to a proposed modernization, expansion or new facility by the applicant except as provided in subsection V.C.(2) below. Any improvements performed by a taxing entity in anticipation will not be subject to this subsection C(1).

(2) The decision to provide any tax abatement will be considered on a case by case basis, in accordance with these guidelines and criteria, and at the discretion of the Commissioners Court who, with respect to applicants concerning projects of extraordinary impact that meet the following criteria:

a. the project creates 500 or more Jobs; and/or

b. the project's Capital Cost is $25 million or more in real and personal property within the County

may waive Subsection IV(A)(1)(b) if reasonable proof is shown of why the waiver is needed and of the benefit to the County of granting the tax abatement.

D. Not later than the seventh day before the date on which the County enters into an agreement, the County will deliver, as provided by Section 312.2041 of the Tax Code, to the presiding officer of the governing body of each other taxing unit in which the property to be subject to the agreement is located a written notice that the County intends to enter into the agreement. The notice will include a copy of the proposed agreement.

E. The governing bodies of the appropriate taxing authorities may consider ratification of and participation in the agreement between the County and the applicant.

F. After approval, the County will formally pass an Order and execute an agreement with the owner of the facility and lessee as required. Such agreement prior to execution will be reviewed by legal counsel for the County and the owner of the facility and lessee, if applicable. Such agreement shall be subject to the rights of holders of outstanding bonds of the County and shall be entered into by the County on the condition that the owner and, if applicable, the lessee makes specific improvements or repairs to the property. The abatement in each agreement shall take effect on January 1 of the next tax year after the date the improvements or repairs are substantially completed. Each agreement must include the terms required under Section 312.205 or the Texas Tax Code and will address various issues, including, but not limited to, the following:

(16) General description of the project;

(17) The percent of value to be abated each year;

(18) Estimated value of the abatement including the base year value;

(19) Duration of the abatement, including the commencement date and the termination date;

(20) Legal description of the property;

(21) Kind, number, location and timetable of planned improvements;

(22) Specific terms and conditions to be met by applicant;

(23) The proposed use of the facility and nature of construction;

(24) A plat or map showing the precise location of the property;

(25) Contractual obligations in the event of default, violation of terms conditions, delinquent taxes, recapture, administration and assignment; and

(26) Size of investment and average number of new jobs created.

VI. Denial of Abatement

A. All eligible applications for abatement will be considered on a case-by-case basis and except for the instances set forth in Section VI.B. herein, the decision to approve or deny abatement will be made at the discretion of the Commissioners Court in accordance with these Guidelines and Criteria.

B. The Commissioners Court shall not authorize either a reinvestment zone or an agreement if it is determined that:

(1) there would be an adverse impact on the provision of government service or tax base;

(2) the applicant has insufficient financial capacity to complete the project;

(3) planned or potential use of the property would constitute a hazard to public safety, health or morals;

(4) violation of other codes or laws exist;

(5) the property is in an improvement project financed by tax increment bonds; or

(6) there exists any other reason that is deemed appropriate by the Commissioners Court.

C. Nothing herein will imply or suggest that the County is under any obligations or duty to provide abatement to any eligible applicant, or that any applicant has an entitlement to abatement except as may be determined on a case-by-case basis by the Commissioners Court.

VII. Taxability

From the execution of the agreement to the end of the agreement period, taxes will be payable as follows:

(a) The value of ineligible property will be fully taxable;

(b) The base year value of existing eligible property as determined each year will be fully taxable;

(c) The additional value of eligible property will be taxable in the manner and for the period provided for in the abatement agreement; and

(d) The additional value of eligible property will be fully taxable at the end of the abatement period.

VIII. Recapture

A. The County will be entitled to terminate the agreement and shall recapture all or part of the taxes abated, in any one or more abatement periods upon the occurrence of one or more of the following events:

(1) At any time that the owner or lessee voluntarily ceases to produce a product or service at the facility for a period of one (1) year;

(2) If the owner, lessor or lessee allows its ad valorem taxes owned to the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest;

(3) If the owner or lessee relocates the job creating activity outside the reinvestment zone;

(4) Upon the owner's, lessor's or lessee's breach of the agreement;

(5) As the County and the owner, lessor or lessee may otherwise agree in the agreement; or

(6) In the case of an abatement for an eligible educational facility, the educational institution named in the agreement terminates the lease on the property or otherwise ceases to use and occupy the property for educational purposes, and the property owner fails to secure a new tenant that qualifies the facility for continued abatement under these Guidelines and Criteria within one hundred twenty (120) days of the expiration or other cessation of the use of the property for educational purposes.

B. Should the County determine that a party is in default according to the terms and conditions of the agreement, the County will notify the party in writing at the address stated in the agreement, and if such is not cured within thirty (30) days from the date of such notice, then the agreement may be terminated by the County pursuant to an Order adopted by the Commissioners Court.

C. The County by an Order adopted by the Commissioners Court will have the right to terminate the agreement and shall recapture all or a part of the abated taxes based on the following schedule and formula:

RECAPTURE SCHEDULE

YEAR IN WHICH RECATURE EVENT OCCURS	*COUNTY WILL RECAPTURE FOLLOWING PERCENTAGE OF TOTAL TAXES PREVIOUSLY ABATED:*
1-5	100%
6	85%
7	75%
8	65%
9	55%
10	45%

FORMULA: The Recapture Formula Will Be:

Total Taxes Abated	**X**	Applicable Percentage from above schedule	=	Amount to be Recaptured

D. A lessor, lessee, or owner who is a party to an agreement that has been terminated or pursuant to which abated taxes have been ordered to be recaptured may appeal the Commissioners Court decision recapturing or terminating the agreement. In order to make an appeal, the party to the agreement must submit, within thirty (30) days of the Order by Commissioners Court recapturing or terminating the agreement, a written notice to the County and to any other party to the agreement specifying the grounds on which the party will be appealing the decision and requesting that the matter of the appeal be placed on the Commissioners Court agenda for the next Commissioners Court meeting occurring not less than three days following receipt by the County of the written request.

The party appealing the decision may appear at the Commissioners Court's meeting to discuss the appeal.

IX. Administration

A. Access to Facility. Each agreement will stipulate that employees and/or designated representatives of the County will have access to the facility during the term of the agreement to inspect the facility to determine if the terms and conditions of the agreement are being met. The County may execute a contract with any other jurisdiction(s) to conduct such inspections of the facility. All inspections will be conducted in a manner as to not unreasonably interfere with the construction and/or operation of the facility; provided however, the County may conduct "spot" inspections requiring no advance notification to application. All inspections will be made with one or more representatives of the owner, lessor or lessee, and in accordance with such party's safety standards.

B. Reports, Audits and Inspections: Owners of facilities and lessees, if any, of eligible property for which tax abatement is granted will annually certify to taxing authorities that they are in compliance with the terms of the agreement. In addition, owners and lessees will provide reports and records reasonably necessary to support each year of the agreement. Such reports and records will include information supporting job creation and retention requirements, information on property purchases, and status reports on the project's progress. Reports supporting job creation and retention shall include Texas Workforce Commission Reports (all Social Security numbers must be redacted prior to submitting such reports to the County) submitted to the State Comptroller on a quarterly basis and a breakdown of all jobs with total annual hours per job. Upon completion of a project, property owners will provide taxing authorities with a final report (i) describing all property for which tax abatement is granted, (ii) providing documentation of the final Capital Cost and (iii) certifying the number of jobs created. If the tax abatement is given to a lessor and lessee, the lessee will provide and certify the portion of the final report concerning the number of jobs created. This final report will be accompanied by the opinion of an independent certified public accountant as to its accuracy and completeness. Taxing authorities will periodically evaluate each facility receiving abatement to ensure compliance with the agreement and report possible violations of the agreement. Taxing authorities will have the right to audit the books and records related to the eligible property and supporting the eligible property reports.

C. Transfer or Assignment. An agreement for tax abatement may be transferred or assigned by the original applicant to a new owner/lessor or lessee of the same facility upon the approval of the Commissioners Court subject to the financial capacity of the transferee or assignee and provided that all conditions and obligations in the agreement are guaranteed by the execution of a new agreement with the County. No assignment or transfer will be approved if any party to the existing agreement or any proposed new party is (i) liable to any jurisdiction in the County for outstanding taxes or other obligations or (ii) delinquent in the payment of ad valorem taxes to any taxing unit located in the County. Approval of a transfer or assignment will not be unreasonably withheld.

X. Tax Abatement by Other Taxing Units

A. Other Taxing Entities. Section 312.206(a) of the Tax Code allows the County, when a municipality has entered into an agreement with an owner and, if applicable, a lessee, to enter into an agreement with the same owner and, if applicable, lessee under different terms and conditions than those contained in the municipality's agreement with the owner and, if applicable, lessee. When an application for tax abatement is originated with a taxing entity other then the County, the taxing entity desiring the County to provide tax abatement to the same applicant will cause the applicant to file an application requesting abatement with the County and such application will include the information requested by the County for abatements originating with the County and shall also include a copy of the agreement between the applicant and the municipality or other taxing entity and such other documentation as may be requested by the County. Such abatements will be considered in accordance with the provisions of these Guidelines and Criteria.

B. No obligation. The acceptance of an application for tax abatement will not be deemed as an obligation whatsoever of the County to grant any abatement of taxes. Nothing in these Guidelines and Criteria or in any prior abatement action by the County will obligate the County to provide tax abatement to party.

C. Taxing Unit With Tax Rate Set by Commissioners Court. Pursuant to Section 312.004 of the Tax Code, in the event the Commissioners Court enters into an agreement for the county, it may also enter into an agreement applicable to the same property on behalf of a taxing unit other than the County if by statute the ad valorem tax rate of the other taxing unit is approved by the Commissioners Court or the Commissioners Court is expressly required by statute to levy the ad valorem taxes of the other taxing unit. The agreement entered into on behalf of the other taxing unit is not required to contain the same terms as the agreement entered into on behalf of the County.

XI. Sunset Provision

These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years unless amended by three-quarters vote of the Commissioners Court, at which time all reinvestment zones and agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the Commissioners Court may modify or renew these Guidelines and Criteria or enact new guidelines and criteria. The County reserves the right to allow these Guidelines and Criteria to lapse and to not thereafter adopt new guidelines and criteria.

XII. Severability

If any provision, section, subsection, sentence, clause, or phrase of these Guidelines and Criteria, or the amendments duly adopted hereto, or the application of the same to any

person, entity, or set of circumstances, is for any reason held to be unconstitutional, void, voidable, invalid, or contrary to any existing or prospectively enacted law or statute, the validity and enforceability of the remaining part of these Guidelines and Criteria and amendments thereto will not be affected thereby.

ORDER ADOPTING AMENDMENT TO GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN HIDALGO COUNTY, TEXAS

WHEREAS, the Commissioners Court of Hidalgo County, Texas, adopted Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, effective June 26, 2012, (the "Guidelines") to allow Hidalgo County, on a case-by-case basis, to give consideration to providing tax abatement as a stimulation for economic development in Hidalgo County pursuant to chapter 312 of the Texas Tax Code.

WHEREAS, the Commissioners Court of Hidalgo County desires to amend the Guidelines in order to better provide for the stimulation of economic development in Hidalgo County.

NOW, THEREFORE IT IS HEREBY ORDERED that the Commissioners Court of Hidalgo County, Texas, hereby adopts the Amendment to Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, attached as Exhibit A.

PASSED, APPROVED, ADOPTED AND ORDERED this the __th day of July, 2012, by the Commissioners Court of Hidalgo County, Texas.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT

_____
RAMON GARCIA
County Judge

_____
JOEL QUINTANILLA
County Commissioner, Pct. 1

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

_____
JOE M. FLORES
County Commissioner, Pct.3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

Attested to:

_____
ARTURO GUAJARDO, JR.
County Clerk

APPROVED AS TO FORM:
ATLAS AND HALL, L.L.P.

By: _____
STEPHEN L. CRAIN

EXHIBIT A

AMENDMENT EFFECTIVE JULY __, 2012 TO

JUNE 26, 2012
GUIDELINES AND CRITERIA FOR
GRANTING TAX ABATEMENTS
IN HIDALGO COUNTY, TEXAS

Section IVA.(12) of the Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, effective March 16, 2010 (as amended through the date hereof, the "Guidelines and Criteria") is amended to read in its entirety as follows:.

(12) Applicant shall pay to the County a non-refundable application fee of $1,000 at the time of submission of the tax abatement application unless

(a) the Applicant meets all of the following criteria:

(i) during the twelve months immediately preceding the submission of the tax abatement application, the Applicant submitted an application for a tax abatement to the County (the "Prior Application");

(ii) during such twelve month period, the Applicant paid the $1,000 fee to the County with respect to the Prior Application;

(iii) neither the Applicant nor any other party has received or will receive any tax abatement with respect to such Prior Application; and

(iv) the Commissioners Court deems such new application to be substantially similar to the Prior Application; or

(b) the total tax abatement that the Applicant is requesting is less than and capped at (i) $1,000 per year and/or (ii) $10,000 in the aggregate over the life of the abatement.

Applicant understands and, by submitting an application agrees, that such fee is to partially offset the County's expenses in reviewing the Applicant's application and shall not be refunded in the event the application is withdrawn by Applicant or denied by the County. Applicant will submit along with the application a copy of the receipt issued from the Hidalgo County Treasurer evidencing payment of the application fee.

Except as expressly amended hereby, the Guidelines and Criteria are hereby ratified and confirmed.

AI-33158 **6. B.**

CC REGULAR

Meeting Date: 07/10/2012

Submitted By: Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and approval of Tax Abatement Agreement between Hidalgo County and Cinch Connectors, Inc.

BACKGROUND

Abatement agreement previously approved by CC on 12/29/2011. Time constraints prohibited Cinch Connectors, Inc. from entering into a lease. Only change is business location.

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/06/2012 03:36 PM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Michael Leo Started On: 07/06/2012 03:17 PM

Final Approval Date: 07/06/2012

TAX ABATEMENT AGREEMENT AMONG HIDALGO COUNTY,

CINCH CONNECTORS, INC. AND

RIDGE CBF MCALLEN II LLC

This Tax Abatement Agreement (the "Agreement") is entered into effective as of July 10, 2012 by and between HIDALGO COUNTY, a political subdivision of the State of Texas (hereinafter referred to as the "County") duly acting herein by and through its duly authorized representatives, pursuant to an Order dated July 10, 2012 by the Hidalgo County Commissioners Court ("Commissioners Court"), Cinch Connectors, Inc., a Delaware corporation ("Lessee"), and Ridge CBF McAllen II LLC, a Delaware limited liability company ("Lessor").

WITNESSETH:

WHEREAS, on the 26th day of June, 2012, the County adopted Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, which are attached hereto as Exhibit "A" and incorporated herein for all purposes (as amended by the Commissioners Court through the date hereof, the "Guidelines and Criteria"); and

WHEREAS, the property identified on Exhibit "B" attached hereto (the "Property") is within an area designated as an Enterprise Zone pursuant to the Texas Enterprise Zone Act, Subchapter C, V.A.T.C., Texas Government Code § 2303 et seq., as amended, (as indicated on Exhibit "E"), which area is therefore designated as a reinvestment zone (the "Zone"), as authorized by the Property Redevelopment and Tax Abatement Act, Subchapter C, V.A.T.C., Texas Tax Code § 312 et seq., as amended (the "Act");

WHEREAS, the Guidelines and Criteria govern tax abatement agreements to be entered into by the County as contemplated by the Act; and

WHEREAS, in order to maintain and enhance the commercial and industrial economic and employment base of the County, it is in the best interest of the County to enter into this Agreement in accordance with said Act; and

WHEREAS, the Commissioners Court finds that the contemplated use of the real property within the Zone (the "Property"), the contemplated improvements to the Property in the amount as set forth in this Agreement and the other terms hereof are consistent with encouraging development of the Zone in accordance with the purposes for its creation and are in compliance with the Act and all other applicable laws; and

WHEREAS, the Commissioners Court has determined that it would be in the best interest of the County to enter into an agreement with the Lessor and the Lessee, pursuant to the Act to abate a portion of the value of the Property and the proposed improvements to be constructed

thereon, along with certain eligible personal property, located on the land and used in connection with the administration or management of the operations on the Property (the "Project").

NOW, THEREFORE, the County for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged (which consideration includes the attraction of major investment in the Zone and the expansion of primary employment that contributes to the economic development of the County and the enhancement of the tax base in the County, and Lessor and Lessee for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged (which consideration includes the tax abatement set forth herein, as authorized by the Act), do hereby contract, covenant and agree as follows:

ARTICLE I

GENERAL PROVISIONS

1.01 Lessor represents and warrants that Lessor is the fee owner of the Property that is within the designated Zone and the Property is legally described in the attached Exhibit "B", which Exhibit is made a part hereof for all purposes. Lessee has entered into a lease agreement (the "Lease") for the Property.

1.02 This Agreement covers only the abatement of new eligible value created by improvements to be made on this Property within the Zone by Lessor or Lessee after the date hereof and by eligible personal property to be purchased by Lessee for the Property after the date hereof in accordance with the terms hereof. Any increase in value from a reclassification or change in use of the Property or resulting from a roll-back will not be considered for abatement but will be included as part of the base value, and any other artificial increase in tax revenue or value will also be excluded from abatement. The Property is located within the Zone and is within the taxing jurisdiction of the County.

1.03 Lessor and Lessee understand that the tax abatement shall be granted based on the Capital Cost (as such term is defined in the Guidelines and Criteria) of the improvements made as part of Project or Jobs (as such term is defined in the Guidelines and Criteria) created on or after the execution hereof by the Project as a whole as may be reasonably determined by the Hidalgo County Appraisal District and the County. Any tax abatement and/or recapture of taxes shall be applied to each party as if each party had entered into separate agreement with the County.

1.04 Lessor represents and warrants that the Property is not included in an improvement project financed either in whole or in part with tax increment bonds or notes.

1.05 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the County.

1.06 Lessor represents and warrants that no interest in any of the property subject to abatement of taxes under this Agreement is presently owned or leased by a member of the Hidalgo County Commissioners Court and Lessor and Lessee each agree that it shall not sell or lease an interest in the Property subject to this Agreement to any other County officer or employee, or any member of the governing body of any taxing unit joining in or adopting this Agreement, so long as this Agreement is in effect.

1.07 Lessee and Lessor represent and warrant as follows:

(a) with respect to the Property, (i) attached hereto as Exhibit "F" is a true and correct copy of the economic development agreement with the City of McAllen pursuant to which the City of McAllen has granted economic incentives pursuant to Chapter 380 of the Texas Local Government, and (ii) except as stated in (i) above, neither Lessee nor Lessor has received a tax abatement or other economic development incentives from any government body;

(b) Lessee filed the application for tax abatement with the County prior to commencement of construction as defined in the Guidelines and Criteria and that such commencement has not yet occurred;

(c) such party is duly qualified to conduct business in the State of Texas, including without limitation building the improvements and running the Project;

(d) this Agreement constitutes the valid and enforceable obligation of such party in accordance with its terms; and

(e) such party has all necessary right, title, license and authority to enter into this Agreement and the execution and performance of this Agreement by such party has been duly authorized by all necessary laws, resolutions and corporate action.

1.08 The parties acknowledge and agree that (i) the County, Lessee and Verde McAllen Land LP entered into a tax abatement agreement dated December 29, 2011 (the "Prior Agreement"), with respect to a prior version of the Project, and (ii) the Prior Agreement terminated in accordance with the provisions of section 1.08 thereof on December 30, 2011, with no tax abatement being granted to the parties thereto and no further obligations from the County with respect thereto.

ARTICLE II

IMPROVEMENTS; JOBS

2.01 (a) Lessee agrees to conduct or cause to be conducted on and within the Property, improvements consisting of structural repairs to the existing structures on the Property, which structures Lessee and Lessor represent and warrant are Eligible Facilities as such term is defined in the Guidelines and Criteria (and which are hereafter referred to as "Eligible Facilities") to be occupied primarily by Lessee and other real property improvements as may be constructed or installed, and install therein numerous items of machinery and equipment required to operate the Project (the "Improvements" as defined in the Guidelines and Criteria).

(b) Lessor and Lessee agree the cost of the Proposed Real and Personal Property Improvements made by Lessee at the Property and eligible for abatement in accordance with the Guidelines and Criteria, including architectural and related fees shall be, at a minimum, two and a half million dollars ($2,500,000). The approximate location of the Eligible Facilities is reflected on a preliminary site plan attached hereto as Exhibit "C" and made a part hereof for all purposes. Lessee may revise the preliminary site plan for the Property as Lessee and Lessor deem necessary and appropriate, and such revisions shall be submitted to the County.

(c) Lessee represents and warrants that the Project is expected to create approximately seventy (70) new full-time Jobs. Lessee represents and warrants that Lessee currently offers, and agrees to maintain throughout the Abatement Period (as defined below), with respect to all Jobs at the Property no less than a competitive compensation and benefits package.

2.02 Lessee, or Lessee's designee, shall submit reports to the County in accordance with section IX of the Guidelines and Criteria.

2.03 Lessee and Lessor covenant and agree that the Property shall primarily be used as a manufacturing operation to machine and produce electrical connector components. Such use may change from time to time provided such use remains within the definition of Eligible Facilities. Attached hereto as Exhibit "D" is a schedule of the building improvements, equipment, machinery and other improvements that are part of the Eligible Facilities. Lessee agrees to continuously operate a business on the Property for the Abatement Period as provided for in Section 5.03 of this Agreement.

2.04 Lessee and Lessor covenant and agree to begin construction of the Improvements pursuant to this Agreement in the Zone on or after the execution of this Agreement by all parties hereto and project to complete construction no later than September 30, 2012.

ARTICLE III

PROPERTY SUBJECT TO TAX ABATEMENT

RATE OF TAX ABATEMENT

TERM OF TAX ABATEMENT AND RELATED PROVISIONS

3.01 A tax abatement, as described herein, shall be granted in each year of the Abatement Period on all newly created value on the Property to the extent that such value is reflected on the tax rolls of the Hidalgo County Appraisal District (the "Tax Rolls") in each such year, but not including any increase in valuation due to reclassification or change in use of the Property or, in accordance with Section 1.02 above, any other increase other than as a result of direct investment by Lessor or Lessee in the Property.

3.02 The applicable tax abatement percentage under this Agreement shall be in accordance with the Guidelines and Criteria and shall be fixed by the parties through an addendum to this Agreement after evidence of the Capital Cost of the Improvements constructed or installed by Lessor or Lessee is certified by Lessor or Lessee, as the case may be, and approved by the County approved by the County. The Lessor tax abatement shall be the applicable percentage in accordance with the Guidelines and Criteria based on the Capital Cost of the project and applicable only to the newly created value of the real property at the eligible facility as determined by the Hidalgo County Appraisal District and the Guidelines and Criteria. The Lessee's tax abatement will be the applicable percentage based on Job creation and will be applied on the newly created value of personal property owned by the Lessee at the Eligible Facilities as may be determined by the Hidalgo County Appraisal District.

3.03 In accordance with Section IX.C. of the Guidelines and Criteria, neither Lessor nor Lessee shall have the right, without the consent of the County, to assign all or part of its interest in the Property and maintain the tax abatement hereunder.

3.04 The abatement of ad valorem taxes shall be for a period five (5) years that shall (a) commence on the commencement of the first ad valorem tax year after each of the following events have occurred: (i) the Project has been completed, (ii) the Lessee or Lessor has provided documentation confirming the Capital Cost of the Project and the number of Jobs created, and (iii) the Capital Cost or Jobs created meets or exceeds the minimum amount required by the Guidelines and Criteria for granting tax abatements and (b) end on the earlier of (i) five (5) years following such commencement, (ii) December 31, 2017, (iii) the end of the ad valorem tax year in which the expiration of the Lease (as such Lease may be extended by Lessor and Lessee provided such extension occurs before the expiration of such Lease and that Lessor and Lessee are not in default in the performance of this Agreement at the time of such extension) occurs, (iv) the occurrence of any event which would terminate this Agreement by operation of law, (v) Lessor or Lessee's breach of any provision of this Agreement, which breach is not cured within

the Cure Period (as defined below) or (v) Lessor's or Lessee's failure to comply with any provision of the Guidelines and Criteria as discussed in Article V of this Agreement

3.05 The percentage of value to be abated for the Lessor is dependent upon the Capital Cost involved in the Project and for the Lessee on the number of full-time Jobs created as set forth below.

Percent of Increase in Property Value To be Abated	**Capital Cost of Project**	**Number of Jobs Created**
0%	Less than $1,500,001	0 – 25
25%	$1,500,001 up to and including $5,000,000	26 – 50
50%	Over $5,000,000 up to and including $10,000,000	51 – 100
80%	Over $10,000,000	101 or more

As provided for in Section III.G.(5) and (6) of the Guidelines and Criteria, tax abatement shall be subject to increases or decreases in subsequent tax years based on the level of jobs added or lost and additional eligible capital investments. Therefore, Lessor and Lessee shall certify annually to the County the level of Jobs added or lost by providing a current payroll report listing all Jobs. Likewise, if additional capital investments are made, that increase the Capital Cost of the Project and are eligible under the Guidelines and Criteria, such cost may be added to the original Capital Cost to determine a qualifying tax abatement increase in accordance with the Guidelines and Criteria. The estimated value of the abatement, based on the Lessor's and Lessee's good faith estimate of how the Appraisal District of Hidalgo County will value the eligible improvements, including the base year value, over the term of the Abatement Period is $36,875. County may cancel or modify this Agreement if Lessor or Lessee fails to comply with the terms and provisions of this Agreement.

3.06 Lessor and Lessee shall have the right to protest and contest any and all appraisals or assessments of the Property, or of the improvements thereon, and the tax abatement provided for herein for such Property shall be applied to the amount of taxes finally determined, as a result of such protest or contest, to be due for such Property.

ARTICLE IV

FILING OF PLANS, CERTIFICATION OF COSTS, COUNTY ACCESS TO PREMISES AND USE OF PREMISES AND IMPROVEMENTS

4.01 Construction plans for the Improvements shall be filed with the County within thirty (30) days from the date of approval of this Agreement by County. The plans as filed shall be deemed to be incorporated herein by reference and made a part hereof for all purposes, and the Improvements shall be completed in substantial accordance with said plans. The plans filed herein may be amended and/or modified as Lessee elects; provided all modifications are in compliance with all applicable codes, rules and ordinances, and are not otherwise contrary to this Agreement.

4.02 Lessee shall file the "as built" construction plans with the County, and the Lessee shall provide to the County an architect's certified statement detailing all Improvements upon completion of construction of the Project, excluding all personal property and related expenditures made to the construction of the Improvements. At the time of filing of such construction plans, the Lessee shall also provide reports as required by Section IX B of the Guidelines and Criteria. On or before January 31 or each year, Lessee shall provide reports supporting job creation as required by Section IX.(B) of the Guidelines and Criteria. The certification and newly created payroll report shall be the basis for determining the percentage of abatement, subject to the provisions of this Agreement and of the Guidelines and Criteria, including without limitation the recapture and administration provisions thereof. Lessee shall provide the County within 30 days of the date hereof and thereafter, on an annual basis, a detailed list of the eligible personal property and the assessed value for each item.

4.03 The parties to this Agreement acknowledge that the description of the Property attached hereto as Exhibit "C" is the initial description of the building on the Property on which the Improvements are to be constructed.

4.04 Lessee agrees to supply audited reports to the County and the Appraisal District of Hidalgo County to establish the Capital Cost of Improvements constructed pursuant to this Agreement and/or the Jobs created.

4.05 Lessor and Lessee agree to provide County employees and/or designated representatives of the County access to the Facility (as defined in the Guidelines and Criteria) during the term of the abatement to inspect the Facility to determine if the terms and conditions of the Agreement are being met. Upon completion of construction, the County has the right to annually evaluate the Facility receiving abatement to ensure compliance with the Agreement.

ARTICLE V

BREACH

5.01 In the event Lessee fails to commence construction of the Project in the Zone on or before September 1, 2012, this Agreement shall terminate effective as of the original date of this Agreement and the County shall be entitled to recapture and collect payment of all ad valorem taxes that it would have theretofore been entitled to except for this Agreement, by any and all means allowable by law, and as provided herein, less any ad valorem taxes actually paid by Lessor or Lessee to County under this Agreement.

5.02 If Lessor or Lessee uses any portion of the Property for any non-qualified use, such as for residential purposes, as further defined in the Guidelines and Criteria, then the abatement granted for the portion of the Property being used for such non-qualified use shall automatically be deleted from the Property subject to this Agreement, effective January 1 of the calendar year in which the non-qualified purpose begins.

5.03 In the event the Project is completed and begins operation, and Lessor or Lessee

(i) voluntarily ceases to produce a product or service at the Facility, or

(ii) uses the Project for any non-qualifying purpose,

for a period greater than 180 days in any calendar year of the Abatement Period, this Agreement shall terminate and so shall the abatement of the taxes for the Abatement Period. Such abated taxes shall be recaptured in accordance with Section VIII of the Guidelines and Criteria. The taxes otherwise abated for such calendar year(s) shall be paid to the County within sixty (60) days from the date of termination. The Agreement shall not terminate if changes are only made to the Property pursuant to Section 4.03.

5.04 Should the County determine that Lessor or Lessee is in default according to the terms and conditions of this Agreement or the Guidelines and Criteria, the County shall notify the appropriate party(s) in writing via certified or registered mail to the following address:

If to the Lessee:	Michael Salmon, General Manager Cinch Connectors, Inc. 1700 Finley Road Lombard, IL 60148
If to the Lessor:	Ridge CBF McAllen II LLC 8430 W. Bryn Mawr Ave, Ste 400 Chicago, IL 60631-3407

or to such other address, or to the attention of such person, as the Lessee or the Lessor, as the case may be, may, from time to time, designate in writing. If such default is not cured within

thirty (30) days from the date of such notice (the "Cure Period"), then this Agreement may be terminated at the option of Commissioners Court.

5.05 In the event that the Lessor or Lessee (a) allows its ad valorem taxes owed the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (b) violates any of the terms and conditions of this Agreement and fails to cure such during the Cure Period, this Agreement may be terminated and all taxes previously abated to the Lessor or Lessee in that tax year by virtue of the Agreement will be recaptured and paid to the County within thirty (30) days of the termination.

5.06 Unless otherwise provided herein, in the event that the Lessor or Lessee, during the Abatement Period, decides to relocate the Project to a location outside of the Zone, or fails to operate the Project for reasons other than those in Section 5.03, or in any other manner breaches this Agreement, the County by an order adopted by Commissioners Court shall have the right to recapture a percentage of the total taxes previously abated in accordance with the Recapture Schedule in Section VIII of the Guidelines and Criteria.

5.07 The Recapture Schedule provided in Section VIII of the Guidelines and Criteria shall apply to the Lessee and the Lessor upon any such occasion of breach.

ARTICLE VI

SALE, ASSIGNMENT OR LEASE OF PROPERTY

6.01 It is contemplated by the parties hereto that the Lessee's purpose for making the Improvements set forth in Article II is primarily for the creation and operation of a manufacturing facility to machine and produce electrical connector components.

6.02 The tax abatement provided herein shall vest in the Lessor and Lessee, and neither Lessor nor Lessee may assign any benefit under this Agreement without the prior written consent of the County, as provided in the Guidelines and Criteria.

ARTICLE VII

COMMISSIONERS COURT AUTHORIZATION

7.01 This Agreement was authorized by Order of the Commissioners Court dated the 10th day of July, 2012, authorizing the County Judge to execute this Agreement on behalf of the County.

ARTICLE VIII

SEVERABILITY

8.01 In the event any section, subsection, paragraph, subparagraph, sentence, phrase or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase and word. In such event there shall be substituted for such deleted provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

ARTICLE IX

APPLICABLE LAW

9.01 This Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

[SIGNATURE PAGE FOLLOWS]

EXECUTED IN DUPLICATE ORIGINALS and made effective as of this the 10th day of July, 2012.

HIDALGO COUNTY, TEXAS

ATTEST:

By:_____
Name: Ramon Garcia, Jr.
Title: Hidalgo County Judge

_____
Arturo Guajardo, Jr.
County Clerk

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, L.LP.

By:_____
Stephen L. Crain

CINCH CONNECTORS, INC.

By: _____
Name: Michael Salmon
Title: General Manager

RIDGE CBF MCALLEN II LLC
By: RIDGE CBF TEXAS I, LLC
By: CBF I, LLC
By: RIDGE PROPERTY TRUST II, LLC
By: RIDGE PROPERTY TRUST II

By: _____
Name: James G. Martell
Title: Chairman and CEO

EXHIBIT A

TAX ABATEMENT GUIDELINES AND CRITERIA

Exhibit B

Legal Description

SHARYLAND BUSINESS PARK LOT 15

Exhibit C

Preliminary Site Plan

Exhibit D

Schedule of Building, Improvements, and Personal Property for the Eligible Facility

Exhibit E

Enterprise Zone

Exhibit F

City of McAllen Economic Development Agreement

AI-33134 **District Attorney 7. A.**

CC REGULAR

Meeting Date: 07/10/2012

Submitted By: Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

DA Bad Ck (1222):

1. Approval to create the Following temporary P/T positions not to exceed 6 months and / or 12-31-2012.

Slot. No	Position Title	Grade
T029	Clerk II	3
T030	Clerk II	3

2. Approval to waive posting, hiring and enrollment procedures.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1222-412-00-080-006-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 07/05/12, see attached salary analysis.

Attachments

revised salary schedule

PAR Form

Job Description

Fiscal Note

Salary Analysis

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/05/2012 04:31 PM
Sylvia Solis	Sylvia Solis	07/06/2012 03:31 PM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Nereida Garza Started On: 07/05/2012 02:35 PM

Final Approval Date: 07/06/2012

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1222-412-00-080-006-0

DA BAD CHECKS

AI- 33132

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	
0003	113	DEVELOPER & SYSTEM ENGINEER	17	5	$72,503.00	$72,503.00	$73,392.00	$780.00	$0.00	$0.00	$3,600.00	$0.00	$77,772.00
G004	113	CRIME VICTIM COORDINATOR	10	3	$39,707.00	$39,707.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0007	113	ADMINISTRATIVE ASSISTANT V	12	1	$43,284.00	$43,284.00	$43,284.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,284.00
0025	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$11,320.00	$11,320.00	$0.00	$0.00	$0.00	$0.00	$0.00	$11,320.00
T026	122	CLERK IV	7	11	$39,768.00	$41,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T027	122	CLERK I	1	0	$17,636.00	$20,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T028	122	CLERK I	1	0	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		CREATE THE FOLLOWING											
T029	**122**	**CLERK II**	**3**	**0**	**$20,570.00**	**$20,570.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T030	**122**	**CLERK II**	**3**	**0**	**$20,570.00**	**$20,570.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
					$332,623.00	$287,990.00	$127,996.00	$780.00	$0.00	$0.00	$3,600.00	$0.00	$132,376.00

Approval to create the above highlighted temporary part-time positions, not to exceed 6 months and/or 12/31/2012.

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL 03 2012
Human Resources

DEPARTMENT NAME/NUMBER: DA'S OFFICE- DA BAD CHECKS 080-006

DATE: **07/17/2012**

CURRENT POSITION TITLE: N/A

SLOT. #: T029 & T030

REQUESTED POSITION TITLE: CLERK II

REQUEST FOR:

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

POSITION SALARY REQUEST:

2	-0-	G3, S0/ $20,570.00	$	$41,140.00
NO. OF POSITIONS	CURRENT GRADE & STEP/ SALARY/ ALLOWANCE	PROPOSED GRADE & STEP/ SALARY/ ALLOWANCE		NET CHANGE

Position to be funded from one of the following:

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

☒ Other **2-1222-412-00-080-006-0-XXX DA BAD CHECK. APPROPRIATION OF FUNDS**

POSITION TYPE:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ **$9.89** Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☒ **$9.89 * 2080 hrs = $20,570.00** Hourly Rate * 2,080 hrs. per year = Annual Salary

$9.89 * 320hrs = $3,165.00 * 2 = $6,330.00 (ACTUAL EXPENDITURE)

TEMPORARY POSITIONS:

07/17/2012	12/31/2012	varies	varies	NOT TO EXCEED 6 MONTHS
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

WILL ASSIST ASSISTANT DA's WITH CASE PREPARATION FOR TRIAL, MAKE COPIES AS NEEDED, FAX INFORMATION, DATA ENTRY, TAKE PAPERWORK BETWEEN BUILDINGS AND COURTS.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	07-03-2012 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	7-5-12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07-06-2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

CLERK II

GRADE: 03

GENERAL DESCRIPTION

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

EXAMPLES OF WORK PERFORMED

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

Answers inquiries regarding policies and procedures, assists the public and staff in filling out forms, and provides information to the public by mail or phone

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data and performs arithmetical computations; may prepare charts, graphs, and tables

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Performs data entry and retrieval

May receive shipments and supplies, inspect for damage, and check for correct quality and quantity

May maintain office schedules and appointments and provide notification of appointments.

May perform back-up receptionist or telephone switchboard duties

May receive, maintain accountability for, and forward payments to the appropriate agency staff

May assist in balancing accounts by running tapes and proofreading

May prepare summaries of balances and cost information and formulate other reports as required

May administer employment tests

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

May receive and count cash

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) year experience in clerical work. Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of business or program terminology, methods, and procedures; of office procedures; and of spelling, punctuation, grammar, and arithmetic

Skill in using a personal computer and office equipment

MS Word and Excel

Ability to prepare and maintain detailed records, files, and reports; to type accurately at a speed consistent with work requirements; and to transfer stock from one location to another

Registration, Certification, or Licensure

May require a valid driver's license

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

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, July 10, 2012 **Agenda Item:** 33132

Summary of request/proposal:
DA'S OFFICE BAD CHECK (1222):
Approval to create the following temporary part-time positions, not to exceed 6 months and/or 12/31/2012:

******* ANNUAL *******

Fund	Position	Slot#	Obj	G	S	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1222	CLERK II	T029	122	3	0	0.00	20,570.00	20,570.00
1222	CLERK II	T030	122	3	0	0.00	20,570.00	20,570.00
						0.00	41,140.00	41,140.00

******* HOURLY *******

Fund	Position	Slot#	Obj	G	S	Rate of Pay	Estimated Hours	Total Requested
1222	CLERK II	T029	122	3	0	9.89	320	3,165.00
1222	CLERK II	T030	122	3	0	9.89	320	3,165.00
						19.78	640.00	6,330.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1222-412-00-080-006-0-	122	DA BAD CK -	TEMP P/T EMPLOYEES	$3,031.61
2-1222-412-00-080-006-0-	211	DA BAD CK -	HEALTH INSURANCE	$0.00
2-1222-412-00-080-006-0-	212	DA BAD CK -	LIFE INSURANCE	$0.00
2-1222-412-00-080-006-0-	220	DA BAD CK -	FICA	$231.92
2-1222-412-00-080-006-0-	230	DA BAD CK -	RETIREMENT	$0.00
2-1222-412-00-080-006-0-	250	DA BAD CK -	UNEMPLOYMENT COMP	$15.16
2-1222-412-00-080-006-0-	260	DA BAD CK -	WORKER'S COMP	$0.00
			2012 Budgetary Impact	$3,278.69

2013 Budgetary Impact: N/A

Possible Funding Sources: AVAILABLE FUNDS AS OF 07/05/12 FROM WITHIN

Comments:

D.A. BAD CHECKS

SALARIES ANALYSIS WORKSHEET

As of 07/05/2012

Acct No: 2-1222-412-00-080-006-0-XXX

Object Code	Acct. Description	2011 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Total Available
122	TEMP P/T EMPLOYEES	$116,180.00	$4,468.46	13.0	$58,090.00	$26,318.55	($31,771.45)
TOTAL		**$116,180.00**	**$4,468.46**		**$58,090.00**	**$26,318.55**	**($31,771.45)**

`

AI-33141 **Sheriff's Office 8. A.**

CC REGULAR

Meeting Date: 07/10/2012

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY12 grant with the Texas Ranger Division, Texas Department of Public Safety.
2. Approval of Resolution.
3. Authorization for County Judge, as authorized official, to sign required documents.

BACKGROUND

Grant will be administered by the Texas Border Sheriff's Coalition (TBSC). The period of performance is 07/06/12 to 02/06/13, with possible extension to August 31, 2013.

Previously applied on 5/8/12 (AI 32218), however amount and grant period were changed by grantor, therefore will re-apply with updated amount and grant period.

The proposed budget includes overtime, fringe benefits (excluding health insurance, life insurance, and unemployment comp.) and operational expenses.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1284-421-00-280-080-2-XXX

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

BUDGETARY IMPACT:

No local match is required.

Fringe benefits for health, life insurance and unemployment comp. attributed to the overtime hours are to be charged to the Sheriff's Office budget (Account # 2-1100-421-00-280-001-0-XXX).

Attachments

RESOLUTION

BACKUP

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/06/2012 08:43 AM
Budget & Management	Merlen P. Munoz	07/06/2012 09:24 AM
Manuel Chapa	Manuel Chapa	07/06/2012 10:03 AM
Sylvia Solis	Sylvia Solis	07/06/2012 11:25 AM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 07/06/2012 08:13 AM

Final Approval Date: 07/06/2012

RESOLUTION

WHEREAS, The Hidalgo County Commissioners' Court finds it in the best interest of the citizens of Hidalgo County Texas that the **Local Border Security Program 2012 (LBSP 12)** be operated for the period of; **July 6TH, 2012 through February 6th , 2013** and

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

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

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

NOW THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court approves submission of the grant application for the **Local Border Security Program 2012 (LBSP 12)** to the Office of the Governor, Criminal Justice Division.

Passed and Approved by Commissioners' Court on **July 10, 2012**,

Signed by:

_____
Ramon Garcia
Hidalgo County Judge

_____
Joel Quintanilla
Commissioner, Pct. # 1

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

_____
Joe M. Flores
Commissioner, Pct. # 3

_____
Joseph Palacios
Commissioner, Pct # 4

LOCAL BORDER SECURITY PROGRAM FY 2012 (LBSP-12)
APPLICATION

1. APPLICANT NAME (Jurisdiction): **Hidalgo County Sheriff's Office**

2. COUNTY: **HIDALGO**

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

3. PAYMENT TYPE:
- X ☐ Reimbursement
- ☐ Advance Payment (50% initial advance, remaining funds in 25% blocks not to be distributed until after 40% and 60% of grant funds have been expended by Grantee)

4. REQUESTED PERIOD OF PERFORMANCE (NOT TO EXCEED AUGUST 31, 2013)

6. CHECKLIST OF APPLICATION ATTACHMENTS:
(See the Local Border Security Program 2012 (LBSP- 12) Guide for information on completing these forms.)

- ☐ Designation of Grant Officials (Form A-2).
- ☐ Application for State Assistance (Form A-3). The Authorized Official must sign this form.
- ☐ Financial Cost Estimate (Form A-4). The Grant Financial Officer must sign this form.
- ☐ Assurances and Certifications (Form A-5). The Authorized Official must sign this form.
- ☐ Statement of Work (Form A-6)
- ☐ Direct Deposit Authorization Form (Form 74-176). The Grant Financial Officer must sign this form.
- ☐ Copy of local overtime policy.
- ☐ Copy of pay schedule during the grant period.

7. CERTIFICATION

This Application, together with the Local Border Security Program FY2012 (LBSP-12) Guide, constitutes the work plan for the participants listed above. The undersigned agree to comply with all terms, conditions, and statements of work in the Local Border Security Program FY2012 (LBSP-12) Guide.

Ramon Garcia **County Judge**	07/10/12	**Guadalupe "Lupe" Trevino** **Sheriff**	07/10/12
Authorized Official (Original Signature)	Date	Grant Performance Officer (Original Signature)	Date

8. APPROVAL: The attached application is approved.

☐ Assistant Director _____ Date

Form A-1
(09/11)

Mail completed forms and application materials to:

LBSP-12 Grant Coordinator
C/O Brandy Prinz, Grant Coordinator
Texas Ranger Division
Texas Department of Public Safety
PO Box 4087
Austin, TX 78773-0602
RangerLBSP@dps.texas.gov

LOCAL BORDER SECURITY PROGRAM FY2012 (LBSP- 12)
DESIGNATION OF GRANT OFFICIALS

GRANT:	LOCAL BORDER SECURITY PROGRAM FY2012 (LBSP-12)
GRANT PERIOD:	July 6th , 2012 – February 6th, 2013
AGENCY NAME:	HIDALGO COUNTY SHERIFF'S OFFICE

Grant Performance Officer	**(This is typically your Chief or Sheriff)**
Name	**Guadalupe "Lupe" Treviño**
Title	**`Sheriff**
Official Mailing Address	PO Box 1228 Edinburg, Texas 78540
Daytime Phone Number	**956-383-8114 Ext: 6003**
Fax Number	**956-393-6179**
E-mail Address	**Sherifftrevino@hidalgoso.org**
Signature	

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

Authorized Official *	**(This should be the County Judge, Mayor, or City Manager *not the Sheriff or Police Chief*)**
Name	**Ramon Garcia**
Title	**County Judge**
Official Mailing Address	1615 South Closner Suite J Edinburg, Texas 78539
Daytime Phone Number	**956-318-2600**
Fax Number	**956318-2699**
E-mail Address	**Ramon.garcia@co.hidalgo.tx.us**
Signature	

APPLICATION FOR STATE ASSISTANCE

(Instructions on Reverse)

1. **NAME OF PROGRAM/ ASSISTANCE:** LOCAL BORDER SECURITY PROGRAM FY2012 (LBSP- 12)	2. **APPLICANT STATUS:** ☐ City X ☐ County ☐ Reimbursement ☐ Advance
3. **START DATE:** **JULY 6TH, 2012**	4. **END DATE:** **FEBRUARY 6TH, 2013**

5. **APPLICANT INFORMATION**

a. Legal Name of Applicant Organization (as it appears on the LSBP- 12 Application/Form A-1): **HIDALGO COUNTY SHERIFF'S OFFICE**	b. Name & Telephone Number of Grant Performance Officer: **Guadalupe "Lupe" Trevino** **956-383-8114 Ext: 6009**
c. Mailing Address: **PO Box 1228, Edinburg, Texas 78540**	d. Physical Address (if different from Mailing Address): **711 El Cibolo Road, Edinburg, Texas 78540**

6. **EMPLOYER IDENTIFICATION NUMBER / TAX ID #**

746000717

7. **ESTIMATED EXPENSES:**

a. Salary & Benefits (from line ___ Form A-4)	$99,689.43
b. Travel Expenses (from line ___ Form A-4)	
c. Operating Expenses (from line ___ Form A-4)	$3,205.13
d. Total Expenses (A + B + C)	$102,894.56

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

a. Typed Name of Authorized Official:	Ramon Garcia
b. Title of Authorized Official:	County Judge
c. Original Signature of Authorized Official:	
d. Date Signed:	JULY 10TH, 2012

INSTRUCTIONS FOR FRONT SIDE OF THIS FORM

1. Except as indicated below, entries are self-explanatory.
2. Item 1: Enter "Local Border Security Program FY12".
3. Item 5a: Enter the legal name of your jurisdiction. Your entry should match the Applicant Name used on the LBSP-12 Program Application (Form A-1).
4. Item 7: The data in this section should agree with the information included on the Financial Cost Estimate (Form A-4).
5. Item 8 a, b, & c. This form must be signed by an Authorized Official who is a person authorized by the governing body of the jurisdiction to apply for grants and accept grants and execute agreement and contracts on behalf of the jurisdiction. Authorized Officials are County Judges, Mayors, and many City Managers – ***not*** Sheriffs or Chiefs of Police.

FINANCIAL COST ESTIMATE

1. NAME OF PROGRAM / ASSISTANCE: Local Border Security Program FY 2012

2. APPLICANT NAME: HIDLAGO COUNTY SHERIFF'S OFFICE

3. ESTIMATED MONTHLY EXPENSES: July 6th, 2012 - February 6th 2013 (7 MONTHS)

a. Personnel Estimate

Position	Number of Personnel	Hourly Rate	Overtime Rate (Time and 1/2)	Number of O/T Hours per Person per Day	Number of Days	Salary	FICA 7.65%	Retirement 9.96%	Unemp Comp	Total Salary & Fringe
patrol deputy	4	$21.52	$32.28	8	9	$9,296.64	$711.19	$925.95	$0.00	$10,933.78
supervisor	1	$26.04	$39.06	8	9	$2,812.32	$215.14	$280.11	$0.00	$3,307.57
			$0.00			$0.00	$0.00	$0.00	$0.00	$0.00
			$0.00			$0.00	$0.00	$0.00	$0.00	$0.00
			$0.00			$0.00	$0.00	$0.00	$0.00	$0.00
			$0.00			$0.00	$0.00	$0.00	$0.00	$0.00
(NOTE: Fringe benefits premitted in tihis grant are FICA and Retirement)								Total Personnel Estimates		$14,241.35

b. Travel & Per Diem Estimate

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

c. Operational Cost Estimate

	Number of Cars	Number of Miles per Car	Number of Days	Rate per Mile	Subtotal
Mileage	5	55	3	$0.555	$457.88
Fuel Costs					
Other Costs					
				Total Operational Cost Estimate	$457.88

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

FILL IN SHADED FIELDS ONLY

4. NUMBER OF MONTHS IN THE GRANT PERIOD: 7

5. ARE YOU PAID MONTHLY OR BI-MONTHLY: BI-Monthly

6. INDICATE THE NUMBER OF HOURS IN YOUR PAY PERIOD: 80

X _____

Signature of Financial Official

7. TOTAL AMOUNT OF APPLICATION

	Total Grant
a. Personnel Estimate	$99,689.43
b. Travel & Per Diem Estimate	$0.00
c. Operational Cost Estimate	$3,205.13
Total Expenses	$102,894.56

8. TYPE OF PAYMENT YOU PREFER: (check one)

Reimbursement [X] Advance Payment [ ]

Form A-4
(09/11)

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

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

NAME OF APPLICANT	GRANT PROGRAM
HIDALGO COUNTY SHERIFF'S OFFICE	Local Border Security Program FY2012 (LBSP-12)

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

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

Ramon Garcia	**County Judge**
Typed Name of Authorized Official	Title
	July 10th, 2012
Signature of Authorized Official	Date Signed

ASSURANCES

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

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

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

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

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

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

(7) ADMINISTRATION. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local sub-recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

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

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

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

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

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

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

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

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

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

CERTIFICATIONS

1. **DRUG-FREE WORKPLACE** - The applicant certifies that it will provide a drug-free workplace by:
   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
   B. Establish a drug-free awareness program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the applicant's policy of maintaining a drug-free workplace;
      iii. any available drug counseling, rehabilitation, and employee assistance programs; and
      iv. the penalties that may be imposed upon employees for drug abuse violations.
   C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
   D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
      i. abide by the terms of the statement, and
      ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
   E. Notifying the agency within ten days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction.
   F. Taking one of the following actions with respect to any employee who is so convicted:
      i. taking appropriate personnel action against such an employee, up to and including termination; or
      ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
   G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

Statement of Work (SOW) for LBSP Grant Funds 2012
Statement Of Work (SOW) for LBSP Funds 2012

State Objective of LBSP 2012 Funds

The State of Texas will assist in the execution of coordinated border security operations and facilitate the conduct of sustained interagency law enforcement activities in conjunction with Federal, Local and Tribal agencies to disrupt, deter, interdict, and thereby dominate criminal activity associated with the movement—northbound and southbound—of illicit traffic through the Texas border region and throughout Texas in order to reduce border-related crime, contribute to the reduction of potential acts of terror within Texas and the United States, and increase the security and quality of life of Texans in order to:

- Increase the effectiveness and impact of Steady State and surge operations.
- Increase the amount and quality field intelligence (BIAR, INT-7, or similar field reporting of gang, cartel, drug activity, and border violence, terrorism, and other criminal activity information to the JOIC's and BSOC for overall unified command partner awareness.
- Reduce border-related criminal activity in Texas.
- Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
- Decrease the supply of drugs smuggled into and through Texas from Mexico.
- Disrupt and deter operations of gang and cartel criminal organizations.
- Target and decrease the use of specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
- Decrease use of specific areas for crime as targeted in directed action missions.
- Increase the effectiveness of air operations mission planning and prioritization.
- Continue to exercise and integrate air-ground team operations to include TMF aviation, CBP Air and Marine, DPS Aircraft Section, and USCG aviation support.
- Based upon intelligence and analysis, increase the effectiveness of directed action missions to ensure they target specific organizations and areas as identified through intelligence and apprehensions in known geographical areas and on organizations operating in these areas.
- Increase the number and quality of analytical intelligence products developed at Unified Command and State levels based on quality information available.
- Increase intelligence based operations at Unified Command level through integration of TxMAP, sector specific information, and employment of intelligence analysts.

1). How do you locally plan to ensure that the State Objectives are executed in your area?

Hidalgo County Sheriff's Office will work collaboratively in covert and/or overt operation(s) with all local, state and federal law enforcement agencies.

By developing, processing and sharing intelligence data, utilizing inter-agency communications mechanisms or reacting to corroborated intelligence disseminated by the JOIC, will enable and prepare participating agencies to be vigilant, react and be proactive towards the criminal element.

This strategic approach will enable us to respond accordingly, prepared to identified problematic areas, shift manpower and resources as needed to gain control, disrupt and/or dismantle the threat.

2). Explain in detail what strategies/tactics you will use to accomplish these objectives?

HCSO patrol personnel will conduct high visibility law enforcement presence while patrolling on north and south bound on major highways, farm to market roads and on ingress/egress routes along the U.S./Mexico international boundaries with a direct plan of action to apprehend, identify, disrupt and/or dismantle the criminal element from engaging and/or furthering their criminal activity unto U.S. soil.

We will participate in local and regional Directed Action enforcement. We will also conduct Directed Action enforcement targeting criminal elements within Hidalgo County . This direct action will be conducted in a collaborative plan of action to achieve the goal and objectives set forth with the statement of work.

Norma G. Garcia
Hidalgo County Treasurer
2810 South Business Hwy 281, Edinburg, Texas 78539-0243
Telephone: (956) 318-2506 Fax: (956) 318-2507

2012 PAYROLL SCHEDULE

Listed below is the payroll schedule for the year 2012. In order to assure the preparation of checks, timesheets should be submitted in accordance with the schedule below. The timesheets shall be delivered to the Payroll Section of the County Treasurer's Office (Manually or through Time & Attendance) no later than 10:00 a.m.

Paychecks cannot be guaranteed to those who do not meet the Timesheet Due Date deadline.

Payroll checks will be prepared on a biweekly basis and will cover the days as shown on the Work Period Covered column. Checks are to be distributed as indicated on the Payday column.

PAY PERIOD	WORK PERIOD COVERED	TIMESHEET DUE DATE	PAY DAY
1	12/19/2011 – 01/01/2012	01/03/2012	01/13/2012
2	01/02/2012 – 01/15/2012	01/17/2012	01/27/2012
3	01/16/2012 – 01/29/2012	01/30/2012	02/10/2012
4	01/30/2012 – 02/12/2012	02/13/2012	02/24/2012
5	02/13/2012 – 02/26/2012	02/27/2012	03/09/2012
6	02/27/2012 – 03/11/2012	03/12/2012	03/23/2012
7	03/12/2012 – 03/25/2012	03/26/2012	04/05/2012
8	03/26/2012 – 04/08/2012	04/10/2012	04/20/2012
9	04/09/2012 – 04/22/2012	04/23/2012	05/04/2012
10	04/23/2012 – 05/06/2012	05/07/2012	05/18/2012
11	05/07/2012 – 05/20/2012	05/21/2012	06/01/2012
12	05/21/2012 – 06/03/2012	06/04/2012	06/15/2012
13	06/04/2012 – 06/17/2012	06/18/2012	06/29/2012
14	06/18/2012 – 07/01/2012	07/02/2012	07/13/2012
15	07/02/2012 – 07/15/2012	07/16/2012	07/27/2012
16	07/16/2012 – 07/29/2012	07/30/2012	08/10/2012
17	07/30/2012 – 08/12/2012	08/13/2012	08/24/2012
18	08/13/2012 – 08/26/2012	08/27/2012	09/07/2012
19	08/27/2012 – 09/09/2012	09/10/2012	09/21/2012
20	09/10/2012 – 09/23/2012	09/24/2012	10/05/2012
21	09/24/2012 – 10/07/2012	10/09/2012	10/19/2012
22	10/08/2012 – 10/21/2012	10/22/2012	11/02/2012
23	10/22/2012 – 11/04/2012	11/05/2012	11/16/2012
24	11/05/2012 – 11/18/2012	11/19/2012	11/30/2012
25	11/19/2012 – 12/02/2012	12/03/2012	12/14/2012
26	12/03/2012 – 12/16/2012	12/17/2012	12/28/2012

AI-33144 **Sheriff's Office 8. B.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: County Sheriff **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval to create the following full-time position:

Slot No.	Position Title	Salary
0370	Chief of Staff (Non-classified)	$75,000.00

2. Approval to waive Job Posting procedures to fill Chief of Staff position, slot no. 0370.
3. Approval of interdepartmental transfer.
4. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds for pro-rated salary and related fringe benefits for one (1) full-time Chief of Staff position, available from Co. Wide Adm. - Contingency Acct., pending approval of interdepartmental transfer.

Attachments

Job Description

Fiscal Note

Revised salary schedule

Interdept.

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	07/06/2012 11:08 AM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Sylvia Solis Started On: 07/06/2012

Final Approval Date: 07/06/2012

CHIEF OF STAFF

GRADE: NON-CLASSIFIED

GENERAL DESCRIPTION

Performs highly advance (senior-level) strategic and tactical direction and support to the Hidalgo County's Sheriff Department in the effective development and attainment of the department's goals and objective. Ensures training, evaluation, and personal development of all department employees. Handle difficult problems or public policy concerns.

EXAMPLES OF WORK PERFORMED

With proper use of privileged, sensitive and confidential information, researches, develops, recommends and analyzes positions, proposals, policies, and programs

Negotiates, mediates, and assists local, state, and federal governments and private entities regarding county related projects

Develops and provides to the media general information and interpretation of policies; requires knowledge and understanding of Texas Open Meetings/Open Records Act

Supervises staff and ensures effective and efficient delivery of services and timely completion of projects

Monitors and analyzes media and public opinions. Develops and recommends responses, programs and positions

Interviews, evaluates and recommends job applicants

Secures and provides critical information to the County Sheriff

Represents County Sheriff in various groups and forums as directed

Researches, addresses, and resolves various internal, external and inter-governmental inquiries, problems and complaints

Researches and composes correspondence and presentations on behalf of the department; makes presentations as required

Oversees, analyzes, advises and assists with all phases of projects and operation

Assist in developing, drafting, and in presenting proposed legislation of interest or benefit to the County

Develop and administer Inter-local contracts/agreements with other governmental entities; ensures compliance with policy and applicable law

Develops and administers Department's Budget

Maintain an understanding of existing and new State and Federal laws and regulations especially pertaining to purchasing, personnel, department operations, and all other relating to County operations

May manage the operations of the department's projects by delegating and reviewing the management and the delivery of services and resources

Manage the development, implementation and oversight of applicable programs and projects

Monitor departmental resources to ensure compliance with operating budgets, project budgets, and applicable policies and laws

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Minimum of seven (7) years of progressively responsible and related work experience with a minimum of four (4) years of supervisory experience required. Experience in government environment preferred. Graduation from an accredited university or college with a Bachelor's degree in government, public relations, management, law, or other related field; prefer background in one or more of the following fields: Government, Public Relations, Management, Budget Development and Administration, Law, Personnel, or Road Maintenance and Construction. Two (2) years of experience may be substituted for one (1) year of education.

Bilingual preferred (English/Spanish)

Certificates, Licenses & Registration

May require related certifications

Knowledge, Skills, and Abilities

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

Ability to complete reports and answer routing correspondence

Ability to apply common sense understanding and direct staff in written, oral or diagram form

Ability to supervise and communicate effectively with staff and the public

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

Must have experience in office or related work

Must have knowledge of computers and spreadsheets

Must have previous supervisory experience

General knowledge of city, county, and state government is required

Ability to assist the public in person or by telephone

Must have good writing and communication skills

Must be well organized

Ability to work well with others including vendors, department employees, elected officials, and departments heads

Ability to utilize wide discretions and independent judgment/decision making in compliance with the policies of the County

Understand the laws of the state of Texas and consistent with the independent beliefs and positions of the County's Elected official

Ability to use computers and communication devices while out in field

Understanding of budgeting and planning

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

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- 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, July 10, 2012** **Agenda Item:** 33144

Summary of request/proposal:
SHERIFF'S (1100):
Approval to create the following full-time position:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	CHIEF OF STAFF	0370	113	0.00	75,000.00	75,000.00
				0.00	75,000.00	75,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1100-421-00-280-001-0-	113	SHERIFF -	REG F/T EMPLOYEES	$35,919.54
2-1100-421-00-280-001-0-	211	SHERIFF -	HEALTH INSURANCE	$1,994.25
2-1100-421-00-280-001-0-	212	SHERIFF -	LIFE INSURANCE	$12.93
2-1100-421-00-280-001-0-	220	SHERIFF -	FICA	$2,747.84
2-1100-421-00-280-001-0-	230	SHERIFF -	RETIREMENT	$3,573.99
2-1100-421-00-280-001-0-	250	SHERIFF -	UNEMPLOYMENT COMP	$179.60
2-1100-421-00-280-001-0-	260	SHERIFF -	WORKER'S COMP	$0.00
			2012 Budgetary Impact	$44,428.15

2013 Budgetary Impact: $92,766.00

Possible Funding Sources: CO. WIDE ADM. - CONTINGENCY

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-421-00-280-001-0

SHERIFF

AI- 33144

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	COUNTY SHERIFF				$136,500.00	$136,500.00	$0.00	$0.00	$3,600.00	$0.00	$500.00	$140,600.00
0003	113	DIVISION COMMANDER				$75,000.00	$75,000.00	$1,320.00	$0.00	$1,800.00	$0.00	$500.00	$78,620.00
0004	113	DIVISION COMMANDER				$75,000.00	$75,000.00	$1,260.00	$0.00	$1,800.00	$0.00	$500.00	$78,560.00
0005	113	CAPTAIN				$65,000.00	$65,000.00	$1,380.00	$0.00	$1,800.00	$0.00	$500.00	$68,680.00
0006	113	CAPTAIN				$65,000.00	$65,000.00	$1,320.00	$0.00	$1,800.00	$0.00	$500.00	$68,620.00
0007	113	CAPTAIN				$65,000.00	$65,000.00	$1,380.00	$0.00	$1,800.00	$0.00	$500.00	$68,680.00
0008	113	CAPTAIN				$65,000.00	$65,000.00	$420.00	$0.00	$1,800.00	$0.00	$500.00	$67,720.00
0009	113	CHIEF ADMINISTRATOR	18	1	$68,687.00	$68,687.00	$68,687.00	$420.00	$0.00	$0.00	$0.00	$500.00	$69,607.00
0010	113	LIEUTENANT STEP III				$54,180.00	$54,180.00	$1,800.00	$0.00	$3,300.00	$0.00	$0.00	$59,280.00
0011	113	LIEUTENANT STEP III				$54,180.00	$54,180.00	$1,560.00	$0.00	$1,800.00	$0.00	$0.00	$57,540.00
0012	113	LIEUTENANT STEP II				$52,348.00	$52,348.00	$1,020.00	$0.00	$3,000.00	$0.00	$500.00	$56,868.00
0013	113	LIEUTENANT STEP III				$54,180.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0014	113	LIEUTENANT STEP II				$52,348.00	$52,348.00	$1,020.00	$0.00	$1,200.00	$0.00	$500.00	$55,068.00
0015	113	LIEUTENANT STEP II				$52,348.00	$52,348.00	$720.00	$0.00	$3,300.00	$0.00	$0.00	$56,368.00
0016	113	INFORMATION TECHNOLOGY MANAGER	15	1	$54,526.00	$54,526.00	$54,526.00	$0.00	$0.00	$0.00	$0.00	$500.00	$55,026.00
0018	113	LIEUTENANT STEP II				$52,348.00	$52,348.00	$780.00	$0.00	$1,800.00	$0.00	$0.00	$54,928.00
0019	113	LIEUTENANT STEP III				$54,180.00	$54,180.00	$1,620.00	$0.00	$1,800.00	$0.00	$500.00	$58,100.00
0020	113	LIEUTENANT STEP III				$54,180.00	$54,180.00	$1,020.00	$0.00	$1,200.00	$0.00	$500.00	$56,900.00
0021	113	ACCOUNTANT III	12	1	$43,284.00	$43,284.00	$43,284.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,284.00
0022	113	SERGEANT STEP II				$47,589.00	$47,589.00	$960.00	$0.00	$1,800.00	$0.00	$500.00	$50,849.00
0023	113	SERGEANT STEP I				$45,980.00	$45,980.00	$1,020.00	$0.00	$1,200.00	$0.00	$0.00	$48,200.00
0024	113	SERGEANT STEP I				$45,980.00	$45,980.00	$600.00	$0.00	$600.00	$0.00	$500.00	$47,680.00
0025	113	SERGEANT STEP III				$49,255.00	$49,255.00	$1,320.00	$0.00	$1,800.00	$0.00	$0.00	$52,375.00
0026	113	SERGEANT STEP II				$47,589.00	$47,589.00	$780.00	$0.00	$1,800.00	$0.00	$500.00	$50,669.00
0027	113	SERGEANT STEP II				$47,589.00	$47,589.00	$780.00	$0.00	$1,200.00	$0.00	$0.00	$49,569.00
0028	113	SERGEANT STEP II				$47,589.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0029	113	SERGEANT STEP III				$49,255.00	$49,255.00	$1,260.00	$0.00	$1,800.00	$0.00	$500.00	$52,815.00
0030	113	SERGEANT STEP III				$49,255.00	$49,255.00	$780.00	$0.00	$1,800.00	$0.00	$0.00	$51,835.00
0031	113	SERGEANT STEP III				$49,255.00	$49,255.00	$720.00	$0.00	$1,200.00	$0.00	$500.00	$51,675.00
0032	113	SERGEANT STEP I				$45,980.00	$45,980.00	$240.00	$0.00	$1,200.00	$0.00	$500.00	$47,920.00
0033	113	SERGEANT STEP III				$49,255.00	$49,255.00	$660.00	$0.00	$600.00	$0.00	$0.00	$50,515.00
0034	113	CRIME SCENE SPECIALIST SUPERVISOR	13	1	$46,747.00	$46,747.00	$46,747.00	$1,560.00	$0.00	$0.00	$0.00	$500.00	$48,807.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-421-00-280-001-0

SHERIFF

AI- 33144

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	
0035	113	SERGEANT STEP I				$45,980.00	$45,980.00	$480.00	$0.00	$1,500.00	$0.00	$0.00	$47,960.00
0036	113	SERGEANT STEP II				$47,589.00	$47,589.00	$1,320.00	$0.00	$1,800.00	$0.00	$0.00	$50,709.00
0037	113	SERGEANT STEP I				$45,980.00	$45,980.00	$720.00	$0.00	$1,800.00	$0.00	$0.00	$48,500.00
0038	113	SERGEANT STEP III				$49,255.00	$49,255.00	$1,020.00	$0.00	$1,200.00	$0.00	$500.00	$51,975.00
0039	113	SERGEANT STEP I				$45,980.00	$45,980.00	$360.00	$0.00	$1,200.00	$0.00	$500.00	$48,040.00
0040	113	SERGEANT STEP I				$45,980.00	$45,980.00	$300.00	$0.00	$1,200.00	$0.00	$0.00	$47,480.00
0041	113	SERGEANT STEP II				$47,589.00	$47,589.00	$780.00	$0.00	$1,200.00	$0.00	$0.00	$49,569.00
0042	113	CRIME SCENE SPECIALIST	12	2	$44,799.00	$44,799.00	$44,799.00	$660.00	$0.00	$0.00	$0.00	$500.00	$45,959.00
0043	113	CRIME SCENE SPECIALIST	12	2	$44,799.00	$44,799.00	$44,799.00	$660.00	$0.00	$0.00	$0.00	$500.00	$45,959.00
0044	113	CRIME SCENE SPECIALIST	12	2	$44,799.00	$44,799.00	$44,799.00	$600.00	$0.00	$0.00	$0.00	$500.00	$45,899.00
0045	113	MECHANIC V	12	1	$43,284.00	$43,284.00	$43,284.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,284.00
0046	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,740.00	$0.00	$3,900.00	$0.00	$0.00	$50,417.00
0047	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,500.00	$0.00	$3,900.00	$0.00	$500.00	$50,677.00
0048	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,680.00	$0.00	$3,900.00	$0.00	$500.00	$50,857.00
0049	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$3,600.00	$0.00	$0.00	$47,343.00
0050	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,560.00	$0.00	$3,900.00	$0.00	$0.00	$50,237.00
0051	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,020.00	$0.00	$3,600.00	$0.00	$0.00	$49,397.00
0052	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,500.00	$0.00	$1,800.00	$0.00	$0.00	$48,077.00
0053	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,140.00	$0.00	$3,300.00	$0.00	$500.00	$49,717.00
0054	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,080.00	$0.00	$3,300.00	$0.00	$500.00	$49,657.00
0055	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,560.00	$0.00	$3,600.00	$0.00	$500.00	$50,437.00
0056	113	DEPUTY SHERIFF				$36,480.00	$36,480.00	$120.00	$0.00	$1,200.00	$0.00	$0.00	$37,800.00
0057	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$49,357.00
0058	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$2,100.00	$0.00	$500.00	$40,840.00
0059	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$49,357.00
0060	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$1,500.00	$0.00	$0.00	$39,680.00
0061	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$540.00	$0.00	$3,300.00	$0.00	$500.00	$47,603.00
0062	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$540.00	$0.00	$1,200.00	$0.00	$0.00	$39,740.00
0063	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$420.00	$0.00	$0.00	$0.00	$0.00	$38,420.00
0064	113	DEPUTY SHERIFF				$36,480.00	$36,480.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,480.00
0065	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00
0066	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$780.00	$0.00	$2,700.00	$0.00	$0.00	$48,257.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0067	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$540.00	$0.00	$0.00	$0.00	$0.00	$43,803.00
0068	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00
0069	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$60.00	$0.00	$0.00	$0.00	$0.00	$38,060.00
0070	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$420.00	$0.00	$0.00	$0.00	$0.00	$38,420.00
0071	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$660.00	$0.00	$0.00	$0.00	$0.00	$38,660.00
0072	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0073	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$49,297.00
0074	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0075	113	SENIOR DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$660.00	$0.00	$1,200.00	$0.00	$0.00	$46,637.00
0076	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$2,100.00	$0.00	$0.00	$40,340.00
0077	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$660.00	$0.00	$2,700.00	$0.00	$500.00	$48,637.00
0078	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$660.00	$0.00	$3,300.00	$0.00	$500.00	$49,237.00
0079	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,140.00	$0.00	$3,300.00	$0.00	$500.00	$49,717.00
0080	113	DEPUTY SHERIFF				$36,480.00	$36,480.00	$600.00	$0.00	$0.00	$0.00	$0.00	$37,080.00
0081	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$420.00	$0.00	$0.00	$0.00	$0.00	$38,420.00
0082	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$840.00	$0.00	$2,100.00	$0.00	$500.00	$48,217.00
0083	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$49,357.00
0084	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0085	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$720.00	$0.00	$2,100.00	$0.00	$500.00	$48,097.00
0086	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$49,297.00
0087	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$240.00	$0.00	$2,100.00	$0.00	$500.00	$42,170.00
0088	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$660.00	$0.00	$3,300.00	$0.00	$500.00	$49,237.00
0089	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$840.00	$0.00	$3,300.00	$0.00	$0.00	$48,917.00
0090	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$47,977.00
0091	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$47,977.00
0092	113	DEPUTY SHERIFF				$36,480.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0093	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$38,360.00
0094	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$780.00	$0.00	$3,300.00	$0.00	$0.00	$48,857.00
0095	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$720.00	$0.00	$2,700.00	$0.00	$500.00	$48,697.00
0096	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$2,100.00	$0.00	$0.00	$40,340.00
0097	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$38,360.00
0098	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,320.00	$0.00	$1,200.00	$0.00	$0.00	$47,297.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0099	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,440.00	$0.00	$1,200.00	$0.00	$0.00	$47,417.00
0100	113	DEPUTY SHERIFF				$36,480.00	$36,480.00	$60.00	$0.00	$0.00	$0.00	$0.00	$36,540.00
0101	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,560.00	$0.00	$1,200.00	$0.00	$0.00	$47,537.00
0102	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,020.00	$0.00	$3,900.00	$0.00	$500.00	$50,197.00
0103	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00
0104	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$720.00	$0.00	$1,800.00	$0.00	$0.00	$47,297.00
0105	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$660.00	$0.00	$1,200.00	$0.00	$0.00	$46,637.00
0106	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$780.00	$0.00	$3,000.00	$0.00	$0.00	$48,557.00
0107	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$780.00	$0.00	$1,800.00	$0.00	$0.00	$47,357.00
0108	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$0.00	$0.00	$0.00	$38,240.00
0109	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$40,900.00
0110	113	DEPUTY SHERIFF				$36,480.00	$36,480.00	$540.00	$0.00	$0.00	$0.00	$0.00	$37,020.00
0111	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$540.00	$0.00	$5,100.00	$0.00	$0.00	$48,903.00
0112	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$1,200.00	$0.00	$0.00	$39,380.00
0113	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00
0114	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$49,297.00
0115	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$600.00	$0.00	$3,300.00	$0.00	$500.00	$47,663.00
0116	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$40,960.00
0117	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$720.00	$0.00	$1,200.00	$0.00	$0.00	$46,697.00
0118	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$600.00	$0.00	$3,000.00	$0.00	$0.00	$46,863.00
0119	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$600.00	$0.00	$1,200.00	$0.00	$0.00	$45,063.00
0120	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00
0121	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$360.00	$0.00	$4,200.00	$0.00	$500.00	$46,860.00
0122	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$540.00	$0.00	$2,700.00	$0.00	$500.00	$47,003.00
0123	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$1,560.00	$0.00	$3,900.00	$0.00	$0.00	$48,723.00
0124	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$46,463.00
0125	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$840.00	$0.00	$600.00	$0.00	$0.00	$44,703.00
0126	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$46,343.00
0127	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$46,343.00
0128	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$60.00	$0.00	$0.00	$0.00	$0.00	$38,060.00
0129	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$0.00	$0.00	$0.00	$43,743.00
0130	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$540.00	$0.00	$3,300.00	$0.00	$500.00	$47,603.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0131	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$660.00	$0.00	$3,300.00	$0.00	$500.00	$47,723.00
0132	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$600.00	$0.00	$1,800.00	$0.00	$500.00	$46,163.00
0133	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$600.00	$0.00	$2,700.00	$0.00	$0.00	$46,563.00
0134	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$47,783.00
0135	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00
0136	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$600.00	$0.00	$3,300.00	$0.00	$500.00	$47,663.00
0137	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$600.00	$0.00	$1,800.00	$0.00	$0.00	$45,663.00
0138	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$40,960.00
0139	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$0.00	$0.00	$0.00	$43,743.00
0140	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$3,000.00	$0.00	$0.00	$46,743.00
0141	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$46,343.00
0142	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$2,100.00	$0.00	$0.00	$40,280.00
0143	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$46,283.00
0144	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$46,283.00
0145	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00
0146	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$780.00	$0.00	$1,200.00	$0.00	$0.00	$45,243.00
0147	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$2,100.00	$0.00	$0.00	$40,340.00
0148	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$41,080.00
0149	113	DEPUTY SHERIFF				$36,480.00	$36,480.00	$60.00	$0.00	$0.00	$0.00	$0.00	$36,540.00
0150	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$40,900.00
0151	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$1,200.00	$0.00	$0.00	$44,943.00
0152	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$360.00	$0.00	$1,800.00	$0.00	$0.00	$45,423.00
0153	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$360.00	$0.00	$3,600.00	$0.00	$0.00	$47,223.00
0154	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$720.00	$0.00	$2,100.00	$0.00	$500.00	$46,583.00
0155	113	DEPUTY SHERIFF				$36,480.00	$36,480.00	$480.00	$0.00	$0.00	$0.00	$0.00	$36,960.00
0156	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$480.00	$0.00	$0.00	$0.00	$0.00	$38,480.00
0157	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$360.00	$0.00	$3,300.00	$0.00	$500.00	$47,423.00
0158	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$46,463.00
0159	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$600.00	$0.00	$600.00	$0.00	$0.00	$44,463.00
0160	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$360.00	$0.00	$1,800.00	$0.00	$0.00	$45,423.00
0161	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$44,880.00
0162	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$540.00	$0.00	$2,100.00	$0.00	$0.00	$45,903.00

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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	
0163	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$540.00	$0.00	$0.00	$0.00	$0.00	$43,803.00
0164	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$540.00	$0.00	$600.00	$0.00	$0.00	$44,403.00
0165	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$2,100.00	$0.00	$0.00	$45,843.00
0166	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$0.00	$0.00	$0.00	$38,240.00
0167	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$0.00	$0.00	$0.00	$43,743.00
0168	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$46,283.00
0169	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$660.00	$0.00	$2,700.00	$0.00	$500.00	$47,123.00
0170	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$1,200.00	$0.00	$0.00	$44,943.00
0171	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$46,343.00
0172	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$300.00	$0.00	$1,800.00	$0.00	$0.00	$40,100.00
0173	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00
0174	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$39,500.00
0175	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$540.00	$0.00	$0.00	$0.00	$0.00	$38,540.00
0176	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$540.00	$0.00	$1,200.00	$0.00	$0.00	$45,003.00
0177	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$360.00	$0.00	$3,300.00	$0.00	$0.00	$46,923.00
0178	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$360.00	$0.00	$2,700.00	$0.00	$500.00	$46,823.00
0179	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$360.00	$0.00	$1,800.00	$0.00	$500.00	$40,660.00
0180	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$3,600.00	$0.00	$500.00	$42,340.00
0181	113	ACCOUNTANT II	10	4	$41,006.00	$41,006.00	$41,006.00	$1,680.00	$0.00	$0.00	$0.00	$0.00	$42,686.00
0182	113	MECHANIC IV	10	3	$39,707.00	$39,707.00	$39,940.00	$840.00	$0.00	$0.00	$0.00	$0.00	$40,780.00
0183	113	MECHANIC IV	10	3	$39,707.00	$39,707.00	$39,940.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,940.00
0184	113	MECHANIC IV	10	3	$39,707.00	$39,707.00	$39,940.00	$480.00	$0.00	$0.00	$0.00	$0.00	$40,420.00
0185	113	MECHANIC IV	10	3	$39,707.00	$39,707.00	$39,940.00	$600.00	$0.00	$0.00	$0.00	$0.00	$40,540.00
0186	113	MECHANIC IV	10	1	$37,109.00	$37,109.00	$37,109.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,109.00
0187	113	MECHANIC IV	10	3	$39,707.00	$39,707.00	$39,940.00	$360.00	$0.00	$0.00	$0.00	$0.00	$40,300.00
0188	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$38,360.00
0189	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$120.00	$0.00	$0.00	$0.00	$0.00	$38,120.00
0190	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$360.00	$0.00	$3,300.00	$0.00	$500.00	$45,960.00
0191	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$360.00	$0.00	$3,600.00	$0.00	$500.00	$46,260.00
0192	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$38,360.00
0193	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0194	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$2,100.00	$0.00	$500.00	$40,780.00

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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	
0195	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$240.00	$0.00	$3,300.00	$0.00	$500.00	$43,370.00
0196	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00
0197	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$300.00	$0.00	$3,600.00	$0.00	$500.00	$43,730.00
0198	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$360.00	$0.00	$3,300.00	$0.00	$500.00	$45,960.00
0199	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$600.00	$0.00	$3,300.00	$0.00	$500.00	$42,400.00
0200	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$300.00	$0.00	$1,200.00	$0.00	$0.00	$40,830.00
0201	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0202	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$300.00	$0.00	$1,800.00	$0.00	$0.00	$41,430.00
0203	113	DEPUTY SHERIFF				$36,480.00	$36,480.00	$180.00	$0.00	$0.00	$0.00	$0.00	$36,660.00
0204	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$43,910.00
0205	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$480.00	$0.00	$600.00	$0.00	$0.00	$39,080.00
0206	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$0.00	$0.00	$0.00	$38,240.00
0207	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$300.00	$0.00	$0.00	$0.00	$0.00	$39,630.00
0208	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$360.00	$0.00	$1,800.00	$0.00	$0.00	$43,960.00
0209	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$44,940.00
0210	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$44,700.00
0211	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$420.00	$0.00	$0.00	$0.00	$0.00	$38,420.00
0212	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$540.00	$0.00	$0.00	$0.00	$0.00	$42,340.00
0213	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$44,820.00
0214	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$420.00	$0.00	$1,800.00	$0.00	$0.00	$44,020.00
0215	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$38,360.00
0216	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$44,880.00
0217	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00
0218	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$480.00	$0.00	$0.00	$0.00	$0.00	$38,480.00
0219	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$540.00	$0.00	$1,800.00	$0.00	$0.00	$44,140.00
0220	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$300.00	$0.00	$1,800.00	$0.00	$0.00	$41,430.00
0221	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$41,140.00
0222	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$300.00	$0.00	$0.00	$0.00	$0.00	$42,100.00
0223	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00
0224	113	DEPUTY SHERIFF				$36,480.00	$36,480.00	$420.00	$0.00	$0.00	$0.00	$0.00	$36,900.00
0225	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$300.00	$0.00	$3,300.00	$0.00	$500.00	$43,430.00
0226	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$38,360.00

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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	
0227	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,570.00
0228	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$41,080.00
0229	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$660.00	$0.00	$0.00	$0.00	$0.00	$38,660.00
0230	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$300.00	$0.00	$0.00	$0.00	$0.00	$39,630.00
0231	113	DEPUTY SHERIFF				$36,480.00	$36,480.00	$120.00	$0.00	$0.00	$0.00	$0.00	$36,600.00
0232	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$300.00	$0.00	$3,000.00	$0.00	$500.00	$43,130.00
0233	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$300.00	$0.00	$1,800.00	$0.00	$0.00	$41,430.00
0234	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$540.00	$0.00	$1,200.00	$0.00	$0.00	$39,740.00
0235	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$0.00	$0.00	$0.00	$38,240.00
0236	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$420.00	$0.00	$0.00	$0.00	$0.00	$38,420.00
0237	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$38,360.00
0238	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$40,900.00
0239	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$540.00	$0.00	$0.00	$0.00	$0.00	$38,540.00
0240	113	CRIMINAL INTELLIGENCE RESEARCH ANALY	9	2	$35,563.00	$35,563.00	$35,563.00	$480.00	$0.00	$0.00	$0.00	$500.00	$36,543.00
0241	113	EVIDENCE TECHNICIAN	9	1	$34,360.00	$34,360.00	$34,834.00	$720.00	$0.00	$0.00	$0.00	$500.00	$36,054.00
0242	113	EVIDENCE TECHNICIAN	9	1	$34,360.00	$34,360.00	$34,834.00	$480.00	$0.00	$0.00	$0.00	$500.00	$35,814.00
0243	113	HUMAN RESOURCES SPECIALIST II	8	2	$32,929.00	$32,929.00	$33,141.00	$480.00	$0.00	$0.00	$0.00	$0.00	$33,621.00
0244	113	COMMUNICATIONS SUPERVISOR	9	1	$34,360.00	$34,360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0246	113	COMMUNICATIONS SUPERVISOR	9	1	$34,360.00	$34,360.00	$34,360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,360.00
0247	113	QUARTER MASTER	8	1	$31,815.00	$31,815.00	$31,815.00	$660.00	$0.00	$0.00	$0.00	$0.00	$32,475.00
0248	113	ADMINISTRATIVE ASSISTANT III	8	2	$32,929.00	$32,929.00	$33,075.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$34,335.00
0249	113	ACCOUNTANT I	8	1	$31,815.00	$31,815.00	$31,815.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,815.00
0250	113	COMMUNICATIONS OFFICER	7	1	$29,458.00	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,458.00
0251	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
0252	113	COMMUNICATIONS OFFICER	7	0	$27,985.00	$27,985.00	$27,985.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,985.00
0253	113	COMMUNICATIONS OFFICER	7	1	$29,458.00	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,458.00
0254	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
0255	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
0256	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
0257	113	COMMUNICATIONS OFFICER	7	1	$29,458.00	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,458.00
0258	113	COMMUNICATIONS OFFICER	7	1	$29,458.00	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,458.00
0259	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0260	113	COMMUNICATIONS OFFICER	7	1	$29,458.00	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,458.00
0261	113	COMMUNICATIONS OFFICER	7	0	$27,985.00	$27,985.00	$27,985.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,985.00
0262	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
0263	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$540.00	$0.00	$0.00	$0.00	$0.00	$31,029.00
0264	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
0265	113	COMMUNICATIONS OFFICER	7	1	$29,458.00	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,458.00
0266	113	COMMUNICATIONS OFFICER	7	0	$27,985.00	$27,985.00	$27,985.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,985.00
0267	113	COMMUNICATIONS OFFICER	7	1	$29,458.00	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,458.00
0268	113	COMMUNICATIONS OFFICER	7	0	$27,985.00	$27,985.00	$27,985.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,985.00
0269	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0270	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$480.00	$0.00	$0.00	$0.00	$0.00	$30,969.00
0272	113	ADMINISTRATIVE ASSISTANT II	6	5	$31,096.00	$31,096.00	$31,096.00	$660.00	$0.00	$0.00	$0.00	$500.00	$32,256.00
0273	113	ASSISTANT QUARTER MASTER	7	1	$29,458.00	$29,458.00	$29,458.00	$660.00	$0.00	$0.00	$0.00	$0.00	$30,118.00
0274	113	ADMINISTRATIVE ASSISTANT I	4	5	$26,657.00	$26,657.00	$26,737.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$28,057.00
0275	113	ADMINISTRATIVE ASSISTANT I	4	5	$26,657.00	$26,657.00	$26,737.00	$840.00	$0.00	$0.00	$0.00	$0.00	$27,577.00
0276	113	ADMINISTRATIVE ASSISTANT I	4	5	$26,657.00	$26,657.00	$26,737.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$27,937.00
0277	113	ADMINISTRATIVE ASSISTANT I	4	5	$26,657.00	$26,657.00	$26,737.00	$840.00	$0.00	$0.00	$0.00	$0.00	$27,577.00
0278	113	ADMINISTRATIVE ASSISTANT I	4	5	$26,657.00	$26,657.00	$26,737.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$28,057.00
0279	113	ADMINISTRATIVE ASSISTANT I	4	1	$23,385.00	$23,385.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,385.00
0280	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$900.00	$0.00	$0.00	$0.00	$0.00	$26,984.00
0281	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$840.00	$0.00	$0.00	$0.00	$0.00	$26,924.00
0282	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,084.00
0283	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$300.00	$0.00	$0.00	$0.00	$0.00	$26,384.00
0284	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,564.00
0285	113	ADMINISTRATIVE ASSISTANT I	4	1	$23,385.00	$23,385.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,385.00
0287	113	CUSTODIAN II	3	2	$22,411.00	$22,411.00	$22,411.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,411.00
0288	113	ADMINISTRATIVE ASSISTANT I	4	3	$25,021.00	$25,021.00	$25,021.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,381.00
0289	113	ADMINISTRATIVE ASSISTANT I	4	1	$23,385.00	$23,385.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,385.00
0290	113	ADMINISTRATIVE ASSISTANT I	4	3	$25,021.00	$25,021.00	$25,021.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,381.00
0291	113	ADMINISTRATIVE ASSISTANT I	4	0	$22,216.00	$22,216.00	$22,216.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,216.00
0292	113	ADMINISTRATIVE ASSISTANT I	4	3	$25,021.00	$25,021.00	$25,021.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,021.00
0293	113	ADMINISTRATIVE ASSISTANT I	4	3	$25,021.00	$25,021.00	$25,021.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,021.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-421-00-280-001-0

SHERIFF

AI- 33144

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	
0294	113	CUSTODIAN II	3	2	$22,411.00	$22,411.00	$22,411.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,771.00
0295	113	CUSTODIAN II	3	2	$22,411.00	$22,411.00	$22,411.00	$480.00	$0.00	$0.00	$0.00	$0.00	$22,891.00
0296	113	CUSTODIAN II	3	2	$22,411.00	$22,411.00	$22,411.00	$480.00	$0.00	$0.00	$0.00	$0.00	$22,891.00
0297	113	CUSTODIAN II	3	2	$22,411.00	$22,411.00	$22,411.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,771.00
0327	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$0.00	$0.00	$0.00	$38,240.00
0328	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$1,200.00	$0.00	$0.00	$44,943.00
0329	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$420.00	$0.00	$600.00	$0.00	$0.00	$44,283.00
0330	113	CRIMINAL INTELLIGENCE RESEARCH ANALY	9	2	$35,563.00	$35,563.00	$35,563.00	$360.00	$0.00	$0.00	$0.00	$500.00	$36,423.00
0331	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$300.00	$0.00	$2,100.00	$0.00	$0.00	$40,400.00
0332	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$0.00	$0.00	$0.00	$38,240.00
0333	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$40,900.00
0334	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$2,100.00	$0.00	$0.00	$40,340.00
0335	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$38,300.00
0336	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$3,300.00	$0.00	$500.00	$42,040.00
0337	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,570.00
0338	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$60.00	$0.00	$0.00	$0.00	$0.00	$38,060.00
0339	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$540.00	$0.00	$2,100.00	$0.00	$0.00	$44,440.00
0340	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$44,820.00
0341	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$420.00	$0.00	$0.00	$0.00	$0.00	$42,220.00
0342	113	DEPUTY SHERIFF				$36,480.00	$36,480.00	$540.00	$0.00	$0.00	$0.00	$0.00	$37,020.00
0343	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$44,940.00
0344	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$44,880.00
0345	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$38,360.00
0346	113	ADMINISTRATIVE ASSISTANT II	6	1	$27,276.00	$27,276.00	$27,276.00	$960.00	$0.00	$0.00	$0.00	$0.00	$28,236.00
0347	113	ADMINISTRATIVE ASSISTANT II	6	1	$27,276.00	$27,276.00	$27,276.00	$900.00	$0.00	$0.00	$0.00	$0.00	$28,176.00
A348	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$120.00	$0.00	$0.00	$0.00	$0.00	$0.00
A349	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$0.00
A351	113	DEPUTY SHERIFF	0	0	$0.00	$0.00	$0.00	$180.00	$0.00	$0.00	$0.00	$0.00	$0.00
A352	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$120.00	$0.00	$0.00	$0.00	$0.00	$0.00
A353	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$0.00
A354	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$0.00
A355	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$240.00	$0.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-421-00-280-001-0

SHERIFF

AI- 33144

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	
A356	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$0.00
A357	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$0.00
A358	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$300.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
A359	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$0.00
A360	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$120.00	$0.00	$0.00	$0.00	$0.00	$0.00
0361	113	BUDGET MANAGER II	17	1	$63,599.00	$63,599.00	$63,599.00	$1,860.00	$0.00	$0.00	$0.00	$0.00	$65,459.00
0362	113	PROCUREMENT SPECIALIST	12	1	$43,284.00	$43,284.00	$43,284.00	$600.00	$0.00	$0.00	$0.00	$0.00	$43,884.00
0363	113	COMMUNICATIONS SUPERVISOR	9	1	$34,360.00	$34,360.00	$34,360.00	$660.00	$0.00	$0.00	$0.00	$0.00	$35,020.00
0364	113	CRIME VICTIM LIASON	10	2	$38,408.00	$38,408.00	$38,411.00	$720.00	$0.00	$0.00	$0.00	$0.00	$39,131.00
0365	113	CAPTAIN	0	0	$0.00	$65,000.00	$65,000.00	$1,560.00	$0.00	$1,800.00	$0.00	$500.00	$68,860.00
0366	113	CAPTAIN	0	0	$0.00	$65,000.00	$65,000.00	$960.00	$0.00	$1,800.00	$0.00	$500.00	$68,260.00
0367	113	CAPTAIN	0	0	$0.00	$65,000.00	$65,000.00	$1,140.00	$0.00	$1,800.00	$0.00	$500.00	$68,440.00
A368	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$60.00	$0.00	$0.00	$0.00	$0.00	$0.00
0369	113	DIVISION COMMANDER	0	0	$0.00	$75,000.00	$75,000.00	$1,440.00	$0.00	$1,800.00	$0.00	$500.00	$78,740.00
		CREATE THE FOLLOWING:											
0370	**113**	**CHIEF OF STAFF**			**$0.00**	**$75,000.00**	**$75,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
					$2,490,412.00	$13,164,275.00	$12,747,345.00	$170,640.00	$0.00	$390,000.00	$0.00	$54,500.00	$13,282,145.00

Approval to create one (1) full-time Chief of Staff position, slot no. 0370, budgeted salary $75,000.00.
All personnel actions pending CC approval.

DATE: July 6, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2012
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Sheriff

ACCOUNT NUMBER: 2-1100-4XX-00-XXX-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	(44,428.15)
TO				
2-1100-421-00-280-001-0-	113	SHERIFF -	TEMP F/T EMPLOYEES	35,919.54
2-1100-421-00-280-001-0-	211	SHERIFF -	HEALTH INSURANCE	1,994.25
2-1100-421-00-280-001-0-	212	SHERIFF -	LIFE INSURANCE	12.93
2-1100-421-00-280-001-0-	220	SHERIFF -	FICA	2,747.84
2-1100-421-00-280-001-0-	230	SHERIFF -	RETIREMENT	3,573.99
2-1100-421-00-280-001-0-	250	SHERIFF -	UNEMPLOYMENT COMP	179.60
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund the prorated salary and related fringe benefit expenditures for the creation of one (1) full-time Chief of Staff position, slot no. 0370, budgeted salary $75,000.00.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-32993 **Urban County 10. A.**

CC REGULAR

Meeting Date: 07/10/2012

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 engineering services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of Palmview, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 24 (2011) Palmview Street Improvement funds.

Professional Service Firm	Grade	Ranked
SAMES, Inc.	95.34	
Dos Logistics	90.34	
Javier Hinojosa Engineering	89.00	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of for the provision of engineering services for an Urban County Program Year 24 (2011) City of Palmview, Street Improvement project located in J&O Subdivision to include the streets San Cenovio, San Blas, San Efren, San Feliciano, and San Delfino in Palmview, Texas.

BACKGROUND

The three (3) engineering firms rated from the County's approved "pool" are: SAMES, Inc., Dos Logistics, and Javier Hinojosa Engineering for the Street Improvement project located in J&O Subdivision in Palmview, Texas.

Funds Available: $ 123,000.00 2011 Street Improvement funds

Attachments

City of Palmview Grading Grid

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/27/2012 01:56 PM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Mary Flores Started On: 06/26/2012 11:15 AM

Final Approval Date: 07/06/2012

City of Palmview
Engineering Services
Street Improvements (J&O Subdivision)
Year 24 (2011)
Grading-Ranking Grid

Criteria	SAMES, Inc.			Dos Logistics			Javier Hinojosa Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	18	20	20	20	20	20	18
Experience of Project Team	25	25	21	15	25	18	15	25	17
Experience/ Availability of Project Manager	20	20	13	19	20	18	19	20	20
Understanding of Project	25	24	25	20	22	25	20	21	25
Familiarity with Applicable Rules & Regulations	10	10	10	10	9	10	10	7	10
TOTALS	100	99	87	84	96	91	84	93	90
AVERAGES	286÷3=95.34			271÷3=90.34			267÷3=89.00		
RATING									

AI-33025 **Urban County 10. B.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of Hidalgo County Precinct No. 1 (Monte Alto Volunteer Fire Department), is requesting authority to purchase Fire Station/Equipment (bunker gear). Purchase will be made from Casco Industries, Inc. (contract #363-10) an approved vendor through Hidalgo County's membership and participation with Buyboard. The total amount for the purchase is $11,731.74 (quote attached), as requested by the Hidalgo County Precinct No. 1 for the Monte Alto Volunteer Fire Department utilizing UCP FY 18, 21, 23 & 24 (2005, 2008, 2010 & 2011) Pct. 1 Fire Station/Equipment line item.

BACKGROUND

The Fire Station/Equipment (bunker gear) will be utilized by the Monte Alto Volunteer Fire Department.

Vendor: Casco Industries, Inc.
Purchase amount: $11,731.74
Funds available: $35,000.00 - FY 18, 21, 23 & 24 (2005, 2008, 2010 & 2011) Pct. 1 Fire Station/Equipment

Attachments

Price Proposal form,Casco Industries Quotation,Buyboard

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/27/2012 04:49 PM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Mary Flores Started On: 06/27/2012 03:53 PM

Final Approval Date: 07/06/2012

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: Monte Alto Volunteer Fire Department **Person Contacted:** David Garcia

Purchase #1 **Vendor Name:** Casco Industries, INC. **Contract No. :** # 363-10 **Phone:** (956) 279-3697

Quantity	Description of Items	Price per Unit	Total Amount
6	Globe - 32782D G-Xtreme Advance Jackets w/radio pockets and Monte Alto sewn on Back	$896.73	$5,380.30
6	Globe - 42782D G-Xtreme Advance Pants w/Slizone Knees, Dragon Hide Cuffs & Knees & Pockets	$684.21	$4,105.26
6	Thorogood - 807-6000 Lug Sole Rubber Boots	$167.96	$1,007.76
6	Shelby - 5228 Gloves all sizes from s to xl	$50.99	$305.94
6	CAIRNS - 664 MODERN HELMETS WITH 4" FACESHIELD (C-MOD-A112A22120)	$155.40	$932.40
		TOTAL:	$ 11,731.74

Recommendation:

Requested by: **Date:** 05/10/12 **UCP Approval:** **Date:**

Received
MAY 11 2012
Urban County Program

FY '05
'08
'10 - when Was there a Budget Amend?

UCA - 5

REVISED JUNE 2009

Casco Industries, Inc.

Quotation

14233 INTERDRIVE WEST
HOUSTON, TEXAS 77032

281-442-1800
FAX 281-442-1803

To: Monte Alto **Attn: Chief David Garcia** **Fax: 956-262-4325** **Buy Board Contract 363-10**	**Ship to:** Same

Date	Quoted By	Date Expected	Ship Via	F.O.B.	Terms
6/19/12	BOB YANCY	45 days	Best Way	Destination	NET 30 Days

Item #	Qty	Description		List Price	Unit Price	% discount	Total
1	6	Globe 32782D GXtreme Advance Jackets with radio pockets and Monte Alto Sewn on Back	✓	1,494.55	896.73	**60%**	5,380.38
		✓ GXT ADVANCE COAT	710.00				
		✓ RADIO POCKET	42.20				
		✓ SEPARATING LINER	17.45				
		✓ FLASHLIGHT HOLDER	15.80				
		✓ NYC L/Y TRIM	144.45				
		✓ ARALITE NP THERMAL	293.00				
		✓ RT7100 MOISTURE BARRIER	230.00				
		✓ NOMEX HAND & WRIST GUARDS	7.40 12.65				
		✓ DRAGONHIDE CUFFS	21.60				
		✓ "MONTE ALTO" 3" L/Y LETTERS					
2	6	Globe 42782D GXtreme Advance Pants with Slizone Knees, Dragon Hide Cuffs and Knees and pockets		1,121.65	684.21	**61%**	4,105.26
		✓ GXT ADVANCE PANT	548.00				
		✓ ARALITE NP THERMAL	229.00				
		✓ RT7100 GORE MOISTURE BARRIER	188.00				
		✓ SUSPENDERS	0.00				

		✓ 3" L/Y TRIPLE TRIM AROUND CUFFS ✓ SILIZONE PADDED KNEES ✓ DRAGONHIDE KNEES ✓ DRAGONHIDE CUFFS	32.25 39.20 51.85 33.35				
3	6	Thorogood 807-6000 Lug Sole Rubber Boots		247.10	167.96	**32%**	1,007.76
4	6	Shelby 5228 Gloves all sizes from s to xl		67.99	50.99	**25%**	305.94
5	6	CAIRNS-664 MODERN HELMETS WITH 4" FACESHIELD (C-MOD-A112A22120)		259.00	155.40	**40%**	932.40

Sub Total	**$11,731.74**
Shipping	**0.00**
TOTAL	**$11,731.74**

BOB YANCY / Sales Representative

G-XTREME STYLE JACKET and OPTIONS

OVERSIZE CHARGE – ADD 30% FOR SIZE 60+,

A STYLE CODE

B OUTER SHELLS

		(3) G-XTREME
07	NOMEX® IIIA 7.5oz	654.00
11	PBI™ Matrix 7.5 oz - Gold	951.00
11	PBI™ Matrix 7.5 oz - Black	1020.00
18	Aluminized PBI™ 7.0oz	1020.00
27	ADVANCE™ 7.0 oz	710.00
37	Black ADVANCE™ (PCA) 7.0 oz	739.00
29	BASOFIL® 7.5 oz - Gold	724.00
38	VANTAGE (BASOFIL®) 7.5 oz - Gold	724.00
38	VANTAGE (BASOFIL®) 7.5 oz - Black	754.00
32	MILLENIA™ XT 7.5 oz	1014.00
47	ADVANCE ULTRA® 7.5oz	852.00
34	ARMOR 7.0oz™**	820.00

C THERMAL LINERS

		(3) G-XTREME
68	SYNERGY® (Only with #29 Shell)	341.00
76	Q-8™	N/A
77	CALDURA® SL2	401.00
78	ARALITE® SL2	335.00
82	ARALITE® NP	293.00
83	QUANTUM3D® (2 Lyr)	456.00
63	QUANTUM3D® (1 Lyr)*	436.00
84	CALDURA® NP	374.00
86	CALDURA® SL3	445.00
79	ARALITE® SL3	389.00
81	DEFENDER M® SL2***	337.00
85	GLIDE ****	412.00

* Only available with (F) CROSSTECH® 3-Layer moisture barrier
** Only with GLIDE/ (G) CROSSTECH
*** Only with (G) CROSSTECH at this time - call for availability.
**** Only with MATRIX or ARMOR/ (G) CROSSTECH

D MOISTURE BARRIERS

		(3) G-XTREME
D	GORE™ RT7100	230.00
F	CROSSTECH® 3-Layer	482.00
E	STEDAIR® 3000	214.00
G	BLACK CROSSTECH®	336.00

E TRIM – G-XTREME

	SCOTCHLITE™	TripleTrim	REFLEXITE®	BRILLIANCE®
NFPA Basic 3"	103.60	113.05	86.00	101.90
NYC 3"	132.35	144.45	109.85	130.00
NFPA Vert 3"	112.20	122.45	93.15	110.20
Project Fires	141.00	153.85	117.10	138.50
High Visibility	155.75	169.80	129.40	152.95
NFPA Vert II	104.85	114.30	87.20	103.00
Project Fires II	132.45	144.50	109.95	130.05
High Visibility II	148.25	161.60	123.35	145.60

F LETTERS

SCOTCHLITE™ 2" & 3" L/Y, R/O	2.40 ea. 21.60
REFLEXITE® 2" & 3" L/Y	5.40 ea.

F LETTER PATCHES

	NOMEX®/ADVANCE™ ADVANCE® ULTRA	PBI™/BASOFIL® MILLENIA™XT
Sew-On	15.45	28.25
Velcro	55.30	80.90
Hanging 5x20	33.25	51.30

G CLOSURES – G-XTREME (8C STANDARD)

5C	Velcro In/Hook & Dee Out	N/C	N/C
6C	Zipper In/Hook & Dee Out (N/A on Aluminized)	5.30	5.30
7C	Hook & Dee In/Velcro Out	25.85	35.95
17C	Snap In/Hook & Dee Out	N/C	N/C

H SIDE POCKETS

	NOMEX®/ADVANCE™ ADVANCE® ULTRA	PBI™/BASOFIL® MILLENIA™XT
28P 2x8x8 Expansion Pockets	20.95	30.00
16P 2x10x10 Expansion Pockets	27.70	48.85
2x10x6 Half High Expsion Pockets	23.10	35.15
Pocket Divider	8.15	14.15

I/K EXTRA POCKETS/OPTIONS

Radio Pocket 13P-B 3x3.5x9 13P-K 2x3.5x7 13P-C 2x3.5x8 13P-L 2x3.5x9	42.20	57.20
Antenna Notch in #13P Flap	2.05	2.05
6P 4x9x15 Face Mask Pouch	65.60	89.70
6P Detachable Face Mask Pouch	71.15	102.00
7P 2x3x7.5 Flashlight Pocket	30.35	39.35
8P 2x3x9 Flashlight Pocket	32.70	44.70

J/L OTHER OPTIONS

Self Mic Strap	2.40	3.35
Suede Mic Strap	3.50	3.50
Helmet Snap	4.80	4.80
Dee Ring on Suede Patch	3.25	3.25
Flashlight Snap & Strap w/Velcro	10.20	13.25
Sunlance Flashlight Holder	15.45	19.95
Survivor Flashlight Holder	15.80	20.30
Universal Clip	8.80	11.80

M WRISTERS (4" NOMEX® STANDARD)

NOMEX® Hand & Wrist Guards	7.40	7.40
KEVLAR® Hand & Wrist Guards	7.60	7.60
PBI™ Hand & Wrist Guards	24.65	24.65

N REINFORCEMENTS

POCKETS

DRAGONHIDE™	(Outside) Exp Pocket	40.20	40.20
Grey Suede	(Outside) Exp Pocket	21.00	21.00
Black Suede	(Outside) Exp Pocket	24.65	24.65
ARASHIELD®	(Outside) Exp Pocket	24.35	24.35
KEVLAR® Twill	(Pouch)	33.55	33.55

CUFFS (GREY SUEDE STANDARD)

DRAGONHIDE™	12.65	12.65
Self Material	4.20	12.30
Black Suede	1.65	1.65
ARASHIELD® (Black, Grey, Gold)	8.30	8.30

ELBOWS

DRAGONHIDE™	44.60	44.60
Self Material	20.00	35.05
Grey Suede	16.25	16.25
Black Suede	18.70	18.70
ARASHIELD® (Black, Grey, Gold)	23.65	23.65
Padded Elbows	8.15	8.15

SHOULDERS

DRAGONHIDE™	20.65	20.65
Self Material	10.95	17.00
Grey Suede	12.45	12.45
Black Suede	14.05	14.05
ARASHIELD® (Black, Grey, Gold)	12.65	12.65
Padded Shoulders	12.40	12.40

UPPER BACK

Self Material	15.00	27.05
Padded	12.15	12.15

O MISC

Extra Liner Pocket	14.45	14.45
1S Aramid Shoulder Pads	18.90	18.90
Liner Alert at Hem	24.45	31.80
Embroidered Flag	15.75	15.75
Separating Liner (G-XTREME Only)	17.45	17.45
Individual Box	4.00	

G-XTREME Jacket Order Form

RFQ/P.O. #:_____ Date:_____
Contact:_____
Phone:_____ Page: ___ of:_____

TEL: 800-232-8323 FAX: 800-442-6388
info@globefiresuits.com

CHECK HERE IF QUICK SHIP PROGRAM ☐
(SEE PAGE 8 FOR QUICK SHIP PROGRAM INFORMATION)

CIRCLE OR CHECK APPROPRIATE SELECTIONS. USE ATTACHED SIZING FORM FOR SIZES AND SPECIAL NOTES.
STANDARD FEATURES AND JACKET LENGTHS WILL BE USED UNLESS OTHERWISE SELECTED. Oversize charge – Add 30% for Size 60+.

A STYLE/LENGTH | (3) G-XTREME | ☐ 32" Std QTY. ____ | ☐ 35" QTY. ____ | ☐ 29"(M) QTY. ____ ☐ 29" (F) QTY. ____

B OUTER SHELL

07–NOMEX® IIIA
11–PBI™ Matrix
18–Alum. PBI™
27–ADVANCE™
37–ADVANCE™ (PCA)
29–BASOFIL®
32–MILLENIA™ XT
47–ADVANCE ULTRA®
34–ARMOR

01–Black	02–Yellow	03–Natural	04–Red	05–Tan/Khaki	07–Alum.	09–Blue	10–Gold	20–Dark Gold

C LINER
D MB

68–SYNERGY®
76–Q-8™
77–CALDURA® SL2
78–ARALITE® SL2
82–ARALITE® NP
83–QUANTUM3D® (2 Lyr)
63–QUANTUM3D® (1 Lyr)
84–CALDURA® NP
86–CALDURA® SL3
79—ARALITE SL3
81—DEFENDER M® SL2
85—GLIDE

D– RT7100	F – CRSTCH® 3-LYR	E – STDAR® 3000	G – BLK CRSTCH®

E TRIM PKG

NFPA Basic 3"
NYC 3"
NFPA Vert. 3"
Project Fires
High Visibility
NFPA Vert II 3"
Project Fires II
High Visibility II

SCOTCHLITE™ L/Y	SCOTCHLITE™ R/O	REFLEXITE® L/Y	TripleTrim L/Y	TripleTrim R/O	BRILLIANCE® L/Y

☐ *Check this box if you want periods included in lettering on coat/patch*

F LETTERING (See Lettering Rows on Sizing Form on Page 8)
(Indicate Periods in Boxes)

Rows	1	2	3	4	5	6	7	8	9	10	11	12	13	14	ARCH	ON JACKET	ON PATCH	PATCH ATTACHMENT	LETTERS	L/Y S'LT	R/O S'LT	L/Y RFX
A																		Swn or Velcro	2" 3"			
B																		Swn or Velcro	2" 3"			
C																		Swn or Velcro	2" 3"			
D																		Swn or Velcro	2" 3"			
E																		Swn or Velcro	2" 3"			
F 32"																		Swn or Velcro	2" 3"			
G 35"																		Check Here for Hanging Letter Patch				

Use Row G for Hanging Letter Patch on 32"

G CLOSURE | 5C | 6C (N/A on Aluminized) | 7C | 8C (Std) | 17C

H SIDE PKTS | Std | 2x8x8 | 2x10x10 | 2x10x6 | Pkt Divider | Other:

I RC X PKT | None | 13PB | 13PC | 13PL | 13PK | 6P | 6P(DET) | 7P | 8P | Other:

J RC OTHER | None | Self Mic | Helmet Snap | D-Ring | U-Clip | Other:

K LC X PKT | None | 13PB | 13PC | 13PL | 13PK | 7P | 8P | Other:

L LC OTHER | None | Self Mic | Helmet Snap | D-Ring | U-Clip | Other:

M WRISTERS | Std | NOMEX® HWG | KEVLAR® HWG | PBI™ HWG | Other:

N REINFORCEMENTS

	DRAGONHIDE™	Self Material	MILLENIA™ XT	Grey Suede	Black Suede	Grey ARASHIELD®	Gold ARASHIELD®	Black ARASHIELD®	Padded	KEVLAR®
Side Pkts		Std								
Cuffs				Std						
Elbows										
Shoulders										
Back										

O MISC _____

PRICES

B _____
C _____
D _____
Total B/C/D _____
Over-size $ _____
Sub-total _____
E _____
F _____
G _____
H _____
I _____
J _____
K _____
L _____
M _____
N _____
O _____

Crd OK:	Ack Date:	C-Tag#:	P-Tag#:	Invoice#:	TOTAL

Rev. GXT12-1, 2/1/12

G-XTREME PANTS and OPTIONS

OVERSIZE CHARGE – ADD 30% FOR SIZE 60+

A STYLE CODE

B OUTER SHELLS

		(4) G-XTREME
07	NOMEX® IIIA 7.5oz	503.00
11	PBI™ Matrix 7.5 oz - Gold	737.00
11	PBI™ Matrix 7.5 oz - Black	791.00
18	Aluminized PBI™ 7.0oz	774.00
27	ADVANCE™ 7.0 oz	548.00
37	Black ADVANCE™ (PCA) 7.0 oz	570.00
29	BASOFIL® 7.5 oz - Gold	558.00
38	VANTAGE (BASOFIL®) 7.5 oz - Gold	558.00
38	VANTAGE (BASOFIL®) 7.5 oz - Black	578.00
32	MILLENIA™ XT 7.5 oz	790.00
47	ADVANCE ULTRA® 7.5oz	661.00
34	ARMOR® 7.0oz**	636.00

C THERMAL LINERS

		(4) G-XTREME
68	SYNERGY® (Only with #29 Shell)	272.00
76	Q-8™	N/A
77	CALDURA® SL2	327.00
78	ARALITE® SL2	267.00
82	ARALITE® NP	229.00
83	QUANTUM3D™ (2 Lyr)	375.00
63	QUANTUM3D™ (1 Lyr)*	352.00
84	CALDURA® NP	301.00
86	CALDURA® SL3	366.00
79	ARALITE® SL3	315.00
81	DEFENDER M® SL2***	268.00
85	GLIDE ****	336.00

* Only available with (F) CROSSTECH® 3-Layer moisture barrier
** Only with GLIDE/ (G) CROSSTECH
*** Only with (G) CROSSTECH at this time - call for availability.
**** Only with MATRIX or ARMOR/ (G) CROSSTECH

D MOISTURE BARRIERS

		(4) G-XTREME
D	GORE™ RT7100	188.00
F	CROSSTECH® 3-Layer	409.00
E	STEDAIR® 3000	176.00
G	BLACK CROSSTECH®	283.00

E TRIM

	SCOTCHLITE™	TripleTrim	REFLEXITE®	BRILLIANCE®
3" Around Cuffs	30.45	32.25	25.15	29.90
3" Down Legs	45.95	50.30	39.00	45.10

F LETTERS

SCOTCHLITE™ 2" & 3" L/Y, R/O	2.40 ea.
REFLEXITE® 2" & 3" L/Y	5.40 ea.

F LETTER PATCHES

	NOMEX®/ADVANCE™ ADVANCE® ULTRA	PBI™/BASOFIL® MILLENIA™XT
Sew-On	15.45	28.25
Velcro	55.30	80.90

F NUMBER PATCHES (4 X 4 STANDARD)

Sew-On	6.15	9.20
Velcro	20.55	23.55

G CLOSURES

Zipper Fly	3.40
Zipper/Velcro Fly	9.10
Velcro Fly	STD
Snaps	NO CHARGE

H SIDE POCKETS – G-XTREME (16P STANDARD)

28P 2x8x8 Expansion Pockets	70.45	115.60
Pocket Divider	8.15	14.15
LifeLine Rope Pocket	35.95	52.75
Wallet Pocket (single)	15.15	21.55

I REINFORCEMENTS

			NOMEX®/ADVANCE™ ADVANCE® ULTRA	PBI™/BASOFIL® MILLENIA™XT
POCKETS				
DRAGONHIDE™	(Outside)	Exp Pocket	40.20	40.20
Grey Suede	(Outside)	Exp Pocket	21.00	21.00
Black Suede	(Outside)	Exp Pocket	24.65	24.65
ARASHIELD®	(Outside)	Exp Pocket	24.35	24.35
KEVLAR® Twill	(Pouch)		33.55	33.55
CUFFS (GREY SUEDE STANDARD)				
DRAGONHIDE™			33.35	33.35
Self Material			8.75	24.75
Black Suede			2.35	2.35
ARASHIELD® (Black, Grey, Gold)			10.60	10.60
KNEES				
DRAGONHIDE™			51.85	51.85
Self Material			22.30	40.35
Grey Suede			26.90	26.90
Black Suede			31.40	31.40
ARASHIELD® (Black, Grey, Gold)			29.45	29.45
SILIZONE™ Padded Knee			39.20	39.20
Padded Knees (ARAFIL® & Thermal Liner)			19.20	19.20
Extra Layer #76 Knee Padding on Outer Shell			12.50	12.50
Extra Layer #76 Knee Padding on Liner Knee			9.45	9.45
REMOVEABLE KNEES				
DRAGONHIDE™ Knees			53.10	53.10
Self Knees			33.40	45.45
Suede Knees			37.90	37.90
ARASHIELD® Knees			38.30	38.30
Padding for Knees			19.20	19.20
SILIZONE™			39.20	39.20

K SUSPENDERS (ALL LENGTHS)

	Regular	w/Trim
RIP-CORD SUSPENDERS		
Black Padded Rip-Cord H-Back (Standard)	Included with pants	16.55 addtl

L MISC

	NOMEX®/ADVANCE™ ADVANCE® ULTRA	PBI™/BASOFIL® MILLENIA™XT
Rappelling Harness Loops	43.95	48.05
Liner Alert at Cuffs	24.45	31.80
Water Proof Dam at Cuffs	31.05	31.05
Spanner Pocket w/Suede	35.30	47.40
Separating Liner (G-XTREME Only)	12.10	12.10
Utility Loops	34.10	47.90
Zipper Legs	181.90	214.90
Individual Box	4.00	

G-XTREME Pants Order Form

RFQ/P.O. #:_____ Date:_____
Contact:_____
Phone:_____ Page:___ of:___

TEL: 800-232-8323 FAX: 800-442-6388
info@globefiresuits.com

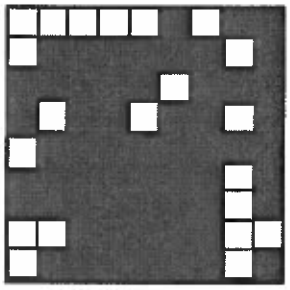
CHECK HERE IF QUICK SHIP PROGRAM ☐
(SEE PAGE 8 FOR QUICK SHIP PROGRAM INFORMATION)

CIRCLE OR CHECK APPROPRIATE SELECTIONS. USE ATTACHED SIZING FORM FOR SIZES AND SPECIAL NOTES.
STANDARD FEATURES WILL BE USED UNLESS OTHERWISE SELECTED. Oversize charge – Add 30% for Size 60+.

A STYLE
☐ (4)-G-XTREME QTY.____

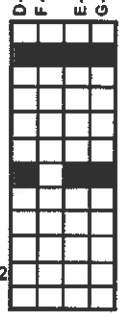
B OUTER SHELL
01–Black, 02–Yellow, 03–Natural, 04–Red, 05–Tan/Khaki, 07–Alum., 09–Blue, 10–Gold, 20–Dark Gold

07–NOMEX® IIIA
11–PBI™ Matrix
18–Alum. PBI™
27–ADVANCE™
37–ADVANCE™ (PCA)
29–BASOFIL®
32–MILLENIA™ XT
47–ADVANCE ULTRA®
34–ARMOR



C LINER / D MB
68–SYNERGY®
76–Q-8™
77–CALDURA® SL2
78–ARALITE® SL2
82–ARALITE® NP
83–QUANTUM3D® (2 Lyr)
63–QUANTUM3D® (1 Lyr)
84–CALDURA® NP
86–CALDURA® SL3
79—ARALITE SL3
81—DEFENDER M® SL2
85—GLIDE

D–RT7100, F–CRSTCH®, 3-LYR E–STDAR® 3000, G–BLK CRSTCH®



E TRIM PKG
SCOTCHLITE™ L/Y, SCOTCHLITE™ R/O, REFLEXITE® L/Y, TripleTrim L/Y, TripleTrim R/O, BRILLIANCE® L/Y

3" Around Cuffs
3" Down Legs

PRICES
B_____
C_____
D_____
Total B/C/D_____
Over-size $_____
Sub-total_____
E_____

F LETTERING
1 2 3 4 5 6 7 8 | ON PANTS | ON PATCH

PATCH ATTACHMENT: Swn Velcro | LETTERS/NUMBERS: 2" 3" | L/Y S'LT | R/O S'LT | L/Y RFX

Swn Velcro 2" 3" ☐ ☐ ☐
Swn Velcro 2" 3" ☐ ☐ ☐

☐ *Check this box if you want periods included in lettering on pant/patch*

F_____

SPECIFY LOCATION _____

G CLOSURE
Std | Zipper & Velcro

OTHER _____

G_____

H SIDE PKTS
2x10x10 *Std* | 2x8x8 | Rear Patch Pkts *Wallet Pkt (single)*

OTHER _____

H_____

I REINFORCEMENTS
DRAGONHIDE™, Self Material, MILLENIA® XT, Grey Suede, Black Suede, Grey ARASHIELD®, Gold ARASHIELD®, Black ARASHIELD®, Padded, KEVLAR®, SILIZONE™

Side Pkts		Std									
Cuffs				Std							
Knees											
Removeable Knees											

I_____

K SUSPENDER
Padded Rip-Cord *(Std)*

J_____
K_____

OTHER _____

L MISC
L_____

Crd OK:	Ack Date:	C-Tag#:	P-Tag#:	Invoice#:	TOTAL

ACCESSORIES

SUSPENDERS

800307 – Super Duty Suspenders (Patented)	27.10
800321 – H-Back Suspenders (Replacement)	25.90
800309 – Long Super Duty Suspenders	27.10
800322 – Long H-Back Suspenders	25.90
800507 – Super Duty Suspenders w/Rip-Cord Take-Up	28.40
800509 – Long Super Duty Suspenders w/Rip-Cord Take-Up	28.40
800521 – H-Back Suspenders w/Rip-Cord Take-Up	29.90
800522 – Long H-Back Suspenders w/Rip-Cord Take-Up	29.90
800621 – Black Padded Rip-Cord H-Back Suspenders (Available in X-Short, Short, Regular and Long)	48.85
800500P – Removable Shoulder Pads All Suspenders (Pair)	46.30
801008 – Suspender Button Kit (8 Per Set)	6.05
800725 – X-Back Rip-Cord Suspenders	49.65

SUSPENDERS WITH TRIM

800307T* – Super Duty Suspenders	39.05
800309T* – Long Super Duty Suspenders	39.05
800321T* – H-Back Suspenders	37.20
800322T* – Long H-Back Suspenders	37.20
800507T* – Super Duty Suspenders w/Rip-Cord Take-Up	35.30
800509T* – Long Super Duty Suspenders w/Rip-Cord Take-Up	35.30
800521T* – H-Back w/Rip-Cord Take-Up Suspenders	38.45
800522T* – Long H-Back w/Rip-Cord Take-Up Suspenders	38.45

NOTE: * Denotes Color of Trim, Insert 1(Silver), 2(Lime/Yellow), 4(Red/Orange)

SOLD SEPARATE

Jacket – Suede Cuffs	6.90
Jacket – ARASHIELD® Cuffs	13.30
Jacket – DRAGONHIDE™ Cuffs	22.80
Pants – Suede Cuffs	9.60
Pants – ARASHIELD® Cuffs	18.95
Pants – DRAGONHIDE™ Cuffs	33.20

	NOMEX®/ADVANCE™ ADVANCE® ULTRA	PBI™/BASOFIL® MILLENIA™XT
Jacket – Self Material Cuffs	8.05	17.10
Pants – Self Material Cuffs	14.60	32.65

SOLD SEPARATE – WRISTERS

800415 – NOMEX® Wristers	6.40
190515K – KEVLAR® Wristers	7.10
390549P – PBI™ Wristers	16.70
800409N – NOMEX® Hand and Wrist Guards	10.25
800409 – KEVLAR® Hand and Wrist Guards	14.25
800409P – PBI™ Hand and Wrist Guards	32.50

THREAD

190741 – Bobbin of NOMEX® 24/4 Thread – 20 Yards	2.35
190764 – Spool of NOMEX® 24/4 Thread – 6000 Yards	172.00

NOTE: Specify Color – Black, Ash

LETTERS and TRIM

LETTERS ON JACKET

SCOTCHLITE™ 4"	8.60 per letter
SCOTCHLITE™ 5"	9.70 per letter
SCOTCHLITE™ 6"	10.90 per letter
SCOTCHLITE™ 7"	13.65 per letter
SCOTCHLITE™ 8"	15.35 per letter
SCOTCHLITE™ 9"	17.25 per letter
SCOTCHLITE™ 10"	20.35 per letter
SCOTCHLITE™ 12"	26.60 per letter

TRIM

	Yard	Foot
1" SCOTCHLITE™	4.15	1.40
3" SCOTCHLITE™	12.45	4.15
SCOTCHLITE™ TripleTrim	13.90	4.65
3" REFLEXITE® – Lime/Yellow	9.75	3.25
3" BRILLIANCE® – Lime/Yellow	12.15	4.05

TRIM BY ROLL

109 yd. Roll 1" SCOTCHLITE™	452.95
109 yd. Roll 3" SCOTCHLITE™	1,358.95
109 yd. Roll 3" SCOTCHLITE™ TripleTrim	1,515.85
200 ft. Roll 3" REFLEXITE® – Lime/Yellow	649.80
109 ft. Roll 3" BRILLIANCE® – Lime/Yellow	1,327.40

LETTERS – SOLD SEPARATE

SCOTCHLITE™ 2" and 3"	1.75 per Letter
REFLEXITE® 2" and 3"	4.60 per Letter

Minimum Order of 5 Letters.

LETTER PATCHES	NOMEX®/ADVANCE™ ADVANCE® ULTRA	PBI™/BASOFIL® MILLENIA™XT
Sew-On	15.45	28.25
Velcro	55.30	80.90
Hung Patch 5" X 20" (Attached with (4) Snaps & Velcro Rectangular Patch is Standard.	33.25	51.30

SLEEVE PATCHES

Sew-On	6.15	9.20
Velcro	20.55	23.55

NOTE: 4" X 4" or 4" X 7" AVAILABLE

MISCELLANEOUS

80101321 – 20" Zipper	11.75
80101422 – 22" Zipper	11.75
801003 – Snap Fastener Kit	5.00
801002 – Tool Kit	17.25
801001 – Speedie Rivet Kit	4.25
801000 – Snap and Dee w/Leathers	4.20
8010002 – Jacket Snap	2.45 ea
8010003 – Dee Ring	.50 ea
801015 – Leathers for Snaps	.40 ea
801016 – Leathers for Dee-Rings	.30 ea
801008 – Suspender Button Kit	6.05

Embroidered Flag	15.75
Individual Box	4.00

	NOMEX®/ADVANCE™ ADVANCE® ULTRA	PBI™/BASOFIL® MILLENIA™XT
Pocket/Option Patch	12.45	26.00

GLOBE Sizing Form

TEL: 800-232-8323 FAX: 800-442-6388
info@globefiresuits.com

RFQ/P.O. #:_____ Date:_____
Contact:_____
Phone:_____ Page:___ of:_____

CHECK HERE IF QUICK SHIP PROGRAM ☐
(SEE PAGE 11 FOR QUICK SHIP PROGRAM INFORMATION)

DEALER:

SHIP TO:

NOTES AND INSTRUCTIONS

Qty	Chest	Sleeve	Is Jacket Womens Cut?	Unique Lettering for Jacket	Qty	Waist	Inseam	HIP(W)	Unique Lettering for Pants	Is Pant Womens Cut?	Mark-For (Max. of 15 letters)

Crd OK: **Ack Date:** **C-Tag#:** **P-Tag#:** **Invoice#:**

GLOBE QUICK SHIP PROGRAM

AVAILABLE ON G–XTREME STYLE

Quick Ship Time ▶ 17 to 24 Days

Large Selection of Materials and Colors
All Standard Materials and Colors are Available

Large Selection of Options
All Standard Options are Available – Lettering Available Only on Back of Jacket.

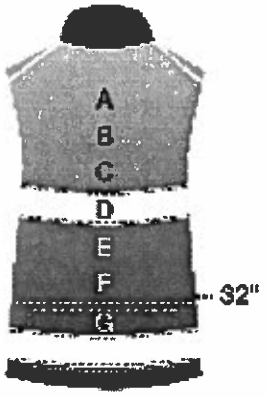
- ▶ Orders Must be Submitted on This Custom Order Form
- ▶ Pricing is Based on Distributors Standard Discount, Less 5 Points
- ▶ Orders Shipped for Second Day Delivery
- ▶ Maximum Order Size – 40 Pieces

EXCEPTION TO QUICK SHIP PROGRAM

All items on price list are available for Quick Ship Program with the exception of those listed below

- Hem Rope pocket
- 4" or larger letters
- Zipper legs
- Replaceable or removable knees
- Kevlar belt with dee ring
- All mask pouch pockets – sewn or detachable
- All escape belt pants
- Any escape pockets (rope pockets)
- Trim on pants pockets
- Thermal sleeve well
- Reversed closures
- Environmental Seal
- Insert Torso pocket

G-XTREME, LETTERING GUIDELINES



AVERAGE MAXIMUM LETTERS		
Per 1-Line Letter Patch	2"	3"
Row A	12	8
Row B	13	9
Row C	13	9
Row D	13	9
Row E	12	8
Row F	12	8
Row G	12	8

This chart provides basic guidelines for the amount of lettering available in specific locations. It also reflects available space on a 1-line letter patch. In some cases, more room is available when the lettering is applied directly to the back of the Jacket and not on a patch. If more room is required, arching the letters may be a solution.

GLOBE MEASUREMENT INSTRUCTIONS

IMPORTANT: Globe turnouts are custom-tailored and sizes differ from street clothes. Extra care in measuring is needed to assure accurate fit. PLEASE USE ACTUAL MEASUREMENTS AS INDICATED BELOW.

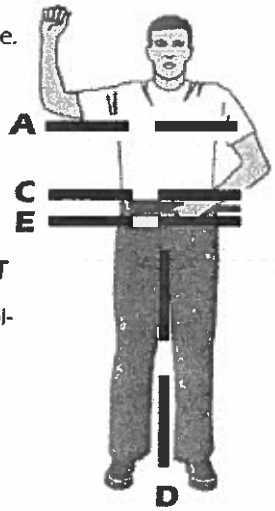
A CHEST – Have firefighter take and hold a deep breath. Measure under arms and around fullest part of chest (bust).

B SLEEVE – No need to measure since sleeves are designed proportionate to chest size. However, if unusually short or long arms: bend elbow and hook thumb under belt buckle, and beginning at center of back of neck, measure across top of shoulders, around point of elbow to midpoint from wrist bone to knuckles.

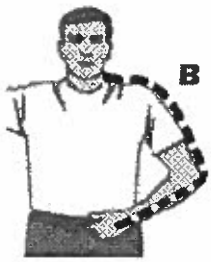
C WAIST – Be sure tools (belt buckles, beepers, etc.) are taken into consideration when applicable.

D INSEAM – Wearing normal station wear, measure from crotch inner seam to ankle bone.

E HIPS (WOMEN ONLY) – Measure around fullest part of hips.



- ▶ DO NOT take own measurements.
- ▶ Stand straight but relaxed, feet about 12" apart.
- ▶ Wear identical clothing and accessories that will be worn under turnout.
- ▶ Use a high quality non-stretch tape, holding it straight and snug so that it lies smooth without indenting the body. (Be sure you start with low end numbers.)
- ▶ List any special considerations such as unusual height, weight or physical characteristics.



B MEASUREMENT (begin at center of back of neck, follow diagram and instructions, end midway between wrist bone and knuckles)

GLOBE Manufacturing Company, LLC Tel: 800-232-8323 Fax: 800-442-6388 www.GlobeTurnoutGear.com info@globefiresuits.com

GLOBE products are manufactured by Globe Manufacturing Company, LLC or Globe Manufacturing Company – OK, LLC.
GLOBE, G-XTREME and designs are trademarks of Globe Holding Company, LLC. All prices are F.O.B. Factory and subject to change without notice.

Rev. GXT12-1, 2/1/12

SHELBY SPECIALTY GLOVES

1-800-888-3598 • 901-360-8928 • Fax 901-362-9127

U.S.A. Distributor Price List
Effective: August 1, 2011

YOUR SINGLE SOURCE™

	STYLE NO.	COLOR	SIZE	LIST PRICE PER PAIR	MAP PER PAIR
RESCUE/EXTRICATION	2500	Chartreuse	S, M, L, XL, J	$ 49.99	$ 44.95
	Shelby Xtrication Glove				
	2511	Black/Blue	S, M, L, XL, J	$ 50.99	$ 48.95
	NEW Shelby Extrication with barrier				
	2517	Black	S, M, L, XL	$ 8.99	$ 5.95
	Knit, Dipped Palm				
	2515	Tan/Black	S, M, L, XL	$ 34.99	$ 17.50
	Deer Skin Rescue Glove				
	2516	Gray/Black	S, M, L, XL	$ 36.99	$ 17.95
	Goat Skin Rescue Glove				
	2518	Black	S, M, L, XL, J	$ 37.99	$ 28.95
	NEW Pre-Curved Rope Rescue Glove				
	2533	Cream	XS, S, M, L, XL, J	$ 30.99	$ 25.40
	Pigskin, SKINS Rescue/Wildland Glove				
FIRE	5002	Tan/Black	XS, S, M, L, XL, *J	$ 39.99	$ 33.35
	Pigskin, Wildland/Rescue, w/wristlet *add $1.50 for Jumbo Size				
	5012	Blue/Black	XS, S, M, L, XL, *J	$ 41.99	$ 32.60
	Cowhide w/wristlet, Fed, Cal-Osha *add $1.50 for Jumbo Size				
	5013	Blue/Black	XS, S, M, L, XL, *J	$ 39.99	$ 30.70
	Cowhide w/o wristlet, Fed, Cal-Osha *add $1.50 for Jumbo Size				
	4235	Tan	XS, S, M, L, XL, *J	$ 41.99	$ 31.75
	Pigskin, w/o wristlet, Fed, Cal-Osha *add $1.50 for Jumbo Size				
	5000	Tan	XXS, XS, S, M, L, XL, *J	$ 44.99	$ 33.90
	Pigskin w/wristlet, Fed, Cal-Osha *add $1.50 for Jumbo Size				
FIRE - NFPA COMPLIANT	5225	FDP Tan/Black	XXS, XS, S, M, L, XL, *J	$ 71.99	$ 60.85
	Pigskin w/wristlet, NFPA *add $1.50 for Jumbo Size				
	5226	FDP Tan	XXS, XS, S, M, L, XL, *J	$ 69.99	$ 59.85
	Pigskin w/o wristlet, NFPA *add $1.50 for Jumbo Size				
	5227	FDP Blue	XXS, XS, S, M, L, XL, *J	$ 68.99	$ 59.90
	Koala Cow w/ wristlet, NFPA *add $1.50 for Jumbo Size				
	5228	FDP Blue	XXS, XS, S, M, L, XL, *J	$ 67.99	$ 58.30 *
	Koala Cow w/o wristlet, NFPA *add $1.50 for Jumbo Size				
	5280	FDP Gold/Tan	XXS, XS, S, M, L, XL, *J	$ 76.99	$ 69.85
	Elk/Pig w/wristlet, NFPA *add $1.50 for Jumbo Size				
	5280G	FDP Gold/Tan	XXS, XS, S, M, L, XL, *J	$ 77.99	$ 67.85
	Elk/Pig w/o wristlet, NFPA *add $1.50 for Jumbo Size				
	5282	FDP Gold	XXS, XS, S, M, L, XL, *J	$ 79.99	$ 69.90
	Elk w/wristlet, NFPA *add $1.50 for Jumbo Size				
	5282G	FDP Gold	XXS, XS, S, M, L, XL, *J	$ 78.99	$ 68.90
	Elk w/o wristlet, NFPA *add $1.50 for Jumbo Size				
	5229	FDP Blue/Gold	XS, S, M, L, XL, *J	$ 82.99	$ 79.95
	Firewall Steamblock, NFPA *add $1.50 for Jumbo Size				
	5284	Yellow/Blue	XS, S, M, L, XL, *J	$116.99	$102.75
	Kevlar, CDG w/wristlet, NFPA *add $1.50 for Jumbo Size				
	5285	Yellow/Blue	XS, S, M, L, XL, *J	$114.99	$101.75
	Kevlar, CDG w/o wristlet, NFPA *add $1.50 for Jumbo Size				
	5200/5200G	FDP Silver/Black	S, M, L, XL, *J	$138.99	$126.00
	Kevlar Aluminized w/wristlet, NFPA *add $1.50 for Jumbo Size				
	5281	Blue	XXS, XS, M, L, XL, *J	$ 83.99	$ 62.60
	Cow, CT, w/ wristlet, NFPA *add $1.50 for Jumbo Size				
	5283	Blue	XXS, XS, S, M, L, XL, *J	$ 82.99	$ 61.60
	Cow, CT, w/o wristlet, NFPA *add $1.50 for Jumbo Size				
SALE KIT	1100	White	One Size Fits All	$ 1.99	$ 1.75
	Cotton Stikvise SOLD BY THE CASE ONLY				
	1000	Rollout Sales Kit			N/A

TERMS OF SALE

PAYMENT TERMS: NET 30 DAYS from date of invoice with approved credit.
MINIMUM ORDER: $500 PER SHIPMENT. RETURN POLICY: No goods will
no circumstances are Shelby Products to be sold outside the continental

We reserve the right to make changes in our prices.

hoods

COBRA™ FIRE FIGHTING AND ARC RESISTANT HOODS
PARTNER PRICE LIST

The *Cobra*™ hood line features our Comfort Plus™ (Nomex/Lenzing FR®) liner. The *Original Cobra* ™ hood line has the exact same features and construction as the Cobra hood line with the exception of the liner, which will be the same fabric as the outer shell.

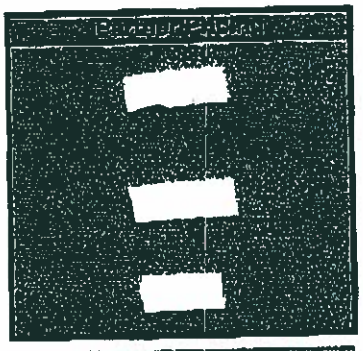
All hoods are UL Classified and are compliant to NFPA 1971 - Current Edition.

COBRA™ ULTIMATE™ with Comfort Plus™ Liner

Double ply hood featuring Comfort Plus™ liner. The Comfort Plus™ liner is the softest, most comfortable flame resistant liner available. Fabric wicks moisture off the skin, keeping the wearer drier and more comfortable. X-Long length; Designed for maximum protection; Covers the chest, shoulders and shoulder blades; Flat-stitched seams; X-heavy ½" wide elasticized face opening; Cover stitched bound drape; Sewn with 100% Nomex® thread; All points of stress bartacked.

All hoods are UL Classified and are compliant to NFPA 1971 - Current Edition.

New Style #	Old Style #	Description	List Price
* 3038185	30180	Nomex® (Meta Aramid) / Lenzing FR® with Comfort Plus™ Liner ⚠ Arc Rating: ATPV = 8.2 HRC 2	$27.41
3038285	30179	PBI® / Lenzing FR® with Comfort Plus™ Liner	34.87
3038385	30177	P84® / Lenzing FR® with Comfort Plus™ Liner	35.28

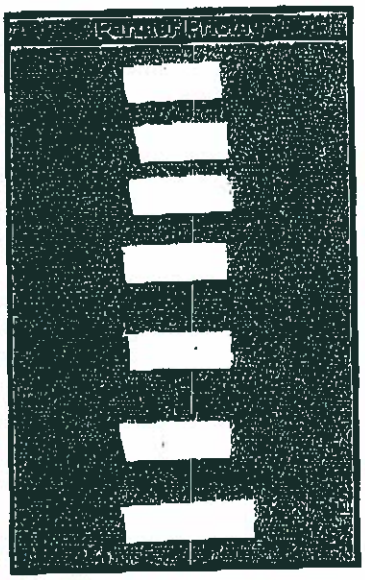


Original COBRA™ ULTIMATE™

Double ply hood throughout; X-long length; Designed for maximum protection; Covers the chest, shoulders and shoulder blades; Flat-stitched seams; X-heavy ½" wide elasticized face opening; Cover stitched bound drape; Sewn with 100% Nomex® thread; All points of stress bartacked.

All hoods are UL Classified and are compliant to NFPA 1971 - Current Edition.

New Style #	Old Style #	Description	List Price
3048085	30181	100% Nomex® (Meta Aramid)	$33.28
3048285	30178	PBI® / Lenzing FR®	40.88
3048385	30176	P84® / Lenzing FR®	36.19
3049298	N/A	Carbon Shield™ ⚠ Arc Rating: ATPV = 23.3 HRC 2	40.26
3042285	New	Meta Aramid / Lenzing FR® ⚠ Arc Rating: ATPV = 9.2 HRC 2	26.19
3042185	New	Ara-Tek FR™ Tri-Blend ⚠ Arc Rating: ATPV = 10.7 HRC 2	25.52
3042093	New	Para-Tek FR™ Tri-Blend ⚠ Arc Rating: ATPV = 34.4 HRC 3	27.47



Note: Hoods recommended for arc flash are indicated with a triangle arc symbol ⚠ and corresponding ATPV Arc Rating and Hazard Risk Category (HRC) Rating. The higher the ATPV rating the greater the protection.

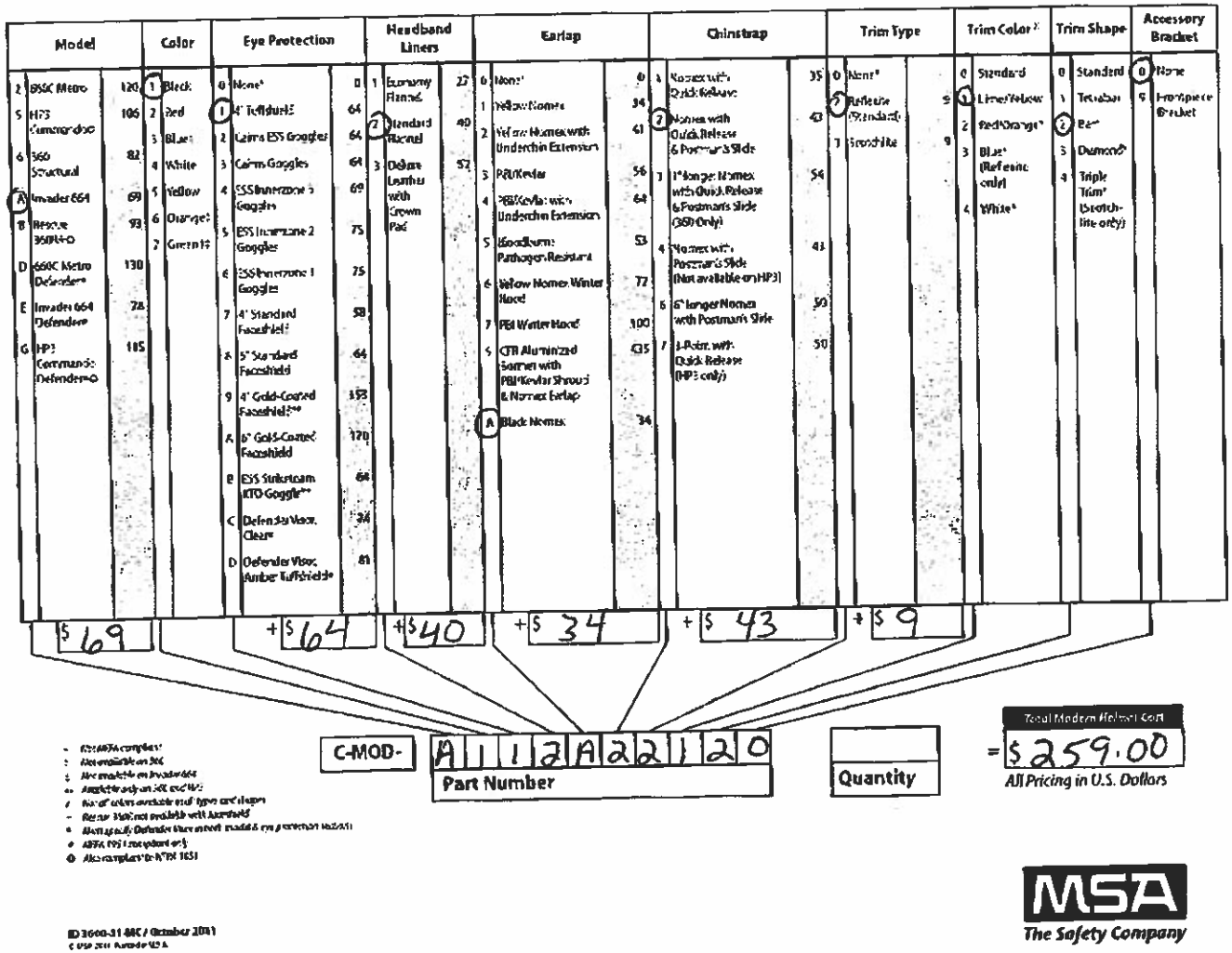
06/27/2012 11:39 2814421803 CASCO INDUSTRIES INC PAGE 02

FD

Cairns® Modern Helmets

Ordering Selection Matrix and Price List

All Prices in U.S. Dollars • Prices Effective January 1, 2012



MSA
The Safety Company

ID 3000-31 MC / October 2011

The Local Government Purchasing Cooperative

For the Period 4/1/2011 to 3/31/2014

Final Catalog Award Report for Public Safety & Fire House Supplies & Equipment #363-10

25 Discount Off Catalog/Pricelist for all Protective Clothing & Rescue Gear including Helmets and G

Vendor	Vendor Catalog Info	Percent Discount	Award
Casco Industries, Inc.	**5.11 Pricelist**	**28%**	**Yes**
Daco Fire and Safety	American Fireware Pricelist	20%	No
Dooley Tackaberry, Inc.	American Firewear Pricelist	45%	Yes
[redacted]	[redacted]	[redacted]	[redacted]
Metro Fire Apparatus Specialists, Inc.	Bullard Fire & Rescue Helmets Pricelist	30%	No
Daco Fire and Safety	Bullard Fireware Pricelist	20%	No
Dooley Tackaberry, Inc.	Bullard Pricelist (Fire & Rescue Helmets only.)	39%	Yes
GT Distributors, Inc.	Damascus Pricelist	30.50%	Yes
Casco Industries, Inc.	**ESS Pricelist**	**28%**	**Yes**
Casco Industries, Inc.	**Franklin Gloves Pricelist**	**21.5%**	**Yes**
GT Distributors, Inc.	Franklin Pricelist	21.50%	No
Casco Industries, Inc.	**Globe Pricelist**	**20%**	**Yes**
GT Distributors, Inc.	Hatch Corp Pricelist	40.50%	Yes
Dooley Tackaberry, Inc.	Honeywell First Responder Pricelist (Helmets only)	50%	Yes
Aramsco, Inc.	Lakeland Pricelist	15%	Yes
Casco Industries, Inc.	**Lifeline Pricelist**	**20%**	**Yes**
Moore Medical LLC	Moore Medical Buyer's Guide Catalog	18%	Yes
Moore Medical LLC	Moore Medical EMS Buyer's Guide Catalog	18%	Yes
Casco Industries, Inc.	**MSA Cairns Helmets Pricelist**	**40%**	**Yes**
Casco Industries, Inc.	**PGI Hoods Pricelist**	**22%**	**Yes**
Casco Industries, Inc.	**PGI Wildland Gear Pricelist**	**22%**	**Yes**
Metro Fire Apparatus Specialists, Inc.	Protech Gloves Pricelist	1%	Yes
Casco Industries, Inc.	**Rescue Pricelist**	**20%**	**Yes**
Casco Industries, Inc.	**Shelby Gloves Pricelist**	**25%**	**Yes**
Metro Fire Apparatus Specialists, Inc.	Tecgen Extreme Wildland & Rescue Protective Clothing Pricelist	10%	Yes
GT Distributors, Inc.	TurtleSkin Pricelist	32.50%	Yes

The Local Government Purchasing Cooperative

For the Period 4/1/2011 to 3/31/2014

Final Catalog Award Report for Public Safety & Fire House Supplies & Equipment #363-10

26 Discount Off Catalog/Pricelist for all Turnout Gear

Vendor	Vendor Catalog Info	Percent Discount	Award
Dooley Tackaberry, Inc.	Fyrepel Pricelist	7%	Yes
Dooley Tackaberry, Inc.	Fyrepel Pricelist	7%	Yes
Casco Industries, Inc.	**Globe Pricelist**	**35%**	**Yes**
Dooley Tackaberry, Inc.	Honeywell First Responder Pricelist	52%	Yes
Dooley Tackaberry, Inc.	Innotex Pricelist	7%	Yes
Daco Fire and Safety	Lion Pricelist	10%	Yes
GT Distributors, Inc.	Sperian - Howard Leight Pricelist	30.50%	Yes
Metro Fire Apparatus Specialists, Inc.	Sperian Fire Protective Clothing Pricelist	23%	No

27 Discount Off Catalog/Pricelist for all Fire Fighters Protective Boots

Vendor	Vendor Catalog Info	Percent Discount	Award
Metro Fire Apparatus Specialists, Inc.	Cosmas Pricelist	20%	Yes
Casco Industries, Inc.	**Globe Boots Pricelist**	**30%**	**Yes**
Dooley Tackaberry, Inc.	Honeywell First Responder Pricelist	40%	Yes
Casco Industries, Inc.	**Thorogood Pricelist**	**32%**	**Yes**
Dooley Tackaberry, Inc.	Thorogood Pricelist	30%	No
Daco Fire and Safety	Thorogood Pricelist	25%	No
GT Distributors, Inc.	Thorogood/Weinbrenner Pricelist	15.50%	Yes

28 Discount Off Catalog/Pricelist for all Nomex Station Uniforms

Vendor	Vendor Catalog Info	Percent Discount	Award
Miller Uniforms & Emblems Inc.	Blauer Pricelist	15%	Yes
Daco Fire and Safety	Lion Pricelist	25%	Yes
[redacted]	[redacted]	[redacted]	[redacted]
Casco Industries, Inc.	**Workrite Pricelist**	**15%**	**Yes**

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Proposal Document | Back

Vendor Name:	Casco Industries, Inc.
Address:	607 West 62 Street Shreveport, LA 71106
Phone Number:	(800) 551-8787
Email:	david@cascoindustries.com
Federal ID:	72-0698936
Contact:	David Stewart
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Public Safety & Fire House Supplies & Equipment
Contract#:	363-10
Effective Date:	04/01/2011
Expiration Date:	03/31/2014
Payment Terms:	Net 30 days
Delivery Days:	60
Shipping Terms:	Free Freight
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	Arkansas, Colorado, Kansas, Louisiana, Missouri, New Mexico, Oklahoma, Texas
Quote Reference Number:	363-10
Return Policy:	RGA required.
Regulatory Notice:	**BuyBoard contract pricing does not include bonding or insurance. Each entity must their individual projects to determine the need for bonding and insurance, including limitation such workers' compensation insurance as may be required by state or loc or policy. If required, it is the responsibility of each entity to obtain such bonding an insurance or confirmation of coverage, as applicable, from the vendor.** **Also, each entity must assess their individual projects to determine whether the proj subject to prevailing wage rate requirements under the federal Davis Bacon Act or s local law. If any such requirements apply, it is the responsibility of each entity to tak appropriate action to determine compliance by the vendor.** **The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Gover Code ("Act"), prohibits a governmental entity from using a competitive bid process t initially considers price in the procurement of professional services covered under t "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and r estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provide governmental entity may not use an interlocal contract with a purchasing cooperativ purchase engineering or architectural services (Texas Government Code, Section 79 (h)). BuyBoard® contracts do not, and are not intended to, include professional serv that must be procured in accordance with the Act. Cooperative members are remind they must comply with the Act whenever a contract includes professional services a component part, and may not procure engineering or architectural services through BuyBoard contract.**

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2012 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

Purchasing Department
"EXHIBIT A"

TASB Buy Board;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
06/19/2012	***Audio Visual Aids***	**Audio Visual Equipment & Supplies**	**394-12**	**5/01/2012 - 4/30/2015**
10/11/2011	Automated Logic	Trade Services & Labor for Electrical, Plumbing & HVAC	375-11	6/1/2011-5/31/2014
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	4/1/2010 - 3/31/2013
11/9/2010	Barcelona Sporting Goods	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010 - 3/31/2013
12/6/2011	Bill Bunton Auto Supply and Machine	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
12/6/2011	Burton	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
6/21/2011	C&S Safety Supply	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
6/19/2012	***Camcor, Inc.***	**Audio Visual Equipment & Supplies**	**394-12**	**5/01/2012 - 4/30/2015**
7/05/2011 10/14/2011	Carrier Corporation	Trade Services & Labor for Electrical, Plumbing & HVAC HVAC Equipment, Supplies & Installation	375-11 384-11	6/01/2011-5/31/2014 10/1/2011-9/30/2014
11/8/2011	Casco Industries, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
6/19/2012	***Certified Laboratories Div. of NCH Corp***	**Motor Fuels, Lubricants & Oils**	**314-09**	**06/01/2009 – 11/30/2012**
7/05/2011	Chemsearch, A Div Of NCH	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
8/16/2011	Chemsearch, A Div Of NCH	Water Treatment Chemicals	367-10	4/1/2011-3/31/2014
6/19/2012	***Chemsearch, A Div Of NCH***	**Motor Fuels, Lubricants & Oils**	**314-09**	**6/1/2009 –11/30/2012**
6/19/2012	***Diaz Floors & Interiors***	**Indoor & Outdoor Flooring Products & Sports Surfaces**	**391-12**	**3/01/2012 - 2/28/2015**
8/9/2011	Dooley Tackaberry, Inc.	Public Safety & Fire & House Supplies & Equipment	363-10	4/1/2011-3/31/2014
5/17/2011	Dream Ranch Office Supplies(CartridgeWorld)	Office Paper & Toner Products	369-11	5/1/2011 – 4/30/2014
11/01/2011	EKA	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	06/01/2011-05/31/2014
9/27/2011	Facility Solutions Group	Energy Saving Lighting Products	368-10	4/1/2011-3/31/2014
10/25/2011	Facility Solutions Group	Outdoor Street Lighting	382-11	9/1/2011-8/31/2014
2/8/2011	Flaghouse, Inc.	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010-3/31/2013
11/29/2011	Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
12/6/2011	GCR Tire Centers	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
4/5/2011	GT Distributors, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014

AI-33156 **Right of Way 12. A.**

CC REGULAR

Meeting Date: 07/10/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Discussion and Authorization for County Judge to execute Utility Easement in favor of North Alamo Water Supply Corporation for the Pct. #1 Sheriff's Substation.

BACKGROUND

Attachments

Sheriff's Sub-station Pct 1 (NAWSC)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/06/2012 02:37 PM
Olga Garza	Olga Garza	07/06/2012 03:25 PM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Rebecca Gomez Started On: 07/06/2012 02:24 PM

Final Approval Date: 07/06/2012

Utility Easement

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS THAT I, Ramon Garcia, County Judge, of the County of Hidalgo, State of Texas for and in consideration of the sum of One and 00/100 Dollars ($1.00) in hand paid by the **North Alamo Water Supply Corporation,** Hidalgo County, Texas by these presents do GRANT, BARGAIN AND CONVEY unto the said **North Alamo Water Supply Corporation,** Hidalgo County, Texas, an easement for the purpose of maintaining all water lines, in, upon, along and across that certain tract of land situated in the Hidalgo County, Texas to-wit;

See **Exhibit "A",** attached hereto and made a record thereof. (the "Premises")

TO HAVE AND TO HOLD, the same perpetually unto the **North Alamo Water Supply Corporation,** a water supplier, for so long as **North Alamo Water Supply Corporation** supplies the Premises with water service in the County of Hidalgo, State of Texas, and its assigns, together with right of ingress and egress for the purpose of construction, reconstructing, repairing, inspecting and maintaining all water lines with the right of **North Alamo Water Supply Corporation** to permit the laying, constructing, reconstructing, repairing, inspecting and maintaining of all water lines and related appurtenances.

HOWEVER, it is expressly understood and agreed that should said easement be abandoned, the estate hereby conveyed shall revert to and revest in the Grantors and their heirs, and it shall be lawful for them to re-enter and obtain sole possession of the premises hereby conveyed.

WITNESS my hand, this _____day of July, 2012.

_____
Ramon Garcia
Hidalgo County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the underlined authority, on this day personally appeared Ramon Garcia, known to me the person whose name is subscribed for the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____day of March, 2012.

_____
Notary Public, State of Texas

Attested:

_____
Arturo Guajardo Jr.

THENCE, South 01°13'10" East, continuing along said 15-foot NAWSC easement line, a distance of 110.44 feet to a 5/8 inch iron rod set with cap on the north right of way line of said Mile 11 North, for an interior corner of this tract;

THENCE, South 88°47'09" West, along the north right of way line of said Mile 11 North, a distance of 15.00 feet to the **POINT OF BEGINNING** of the herein described tract of land, said tract contains 0.110 acres (4,794 S.F.), more or less, within these metes and bounds.

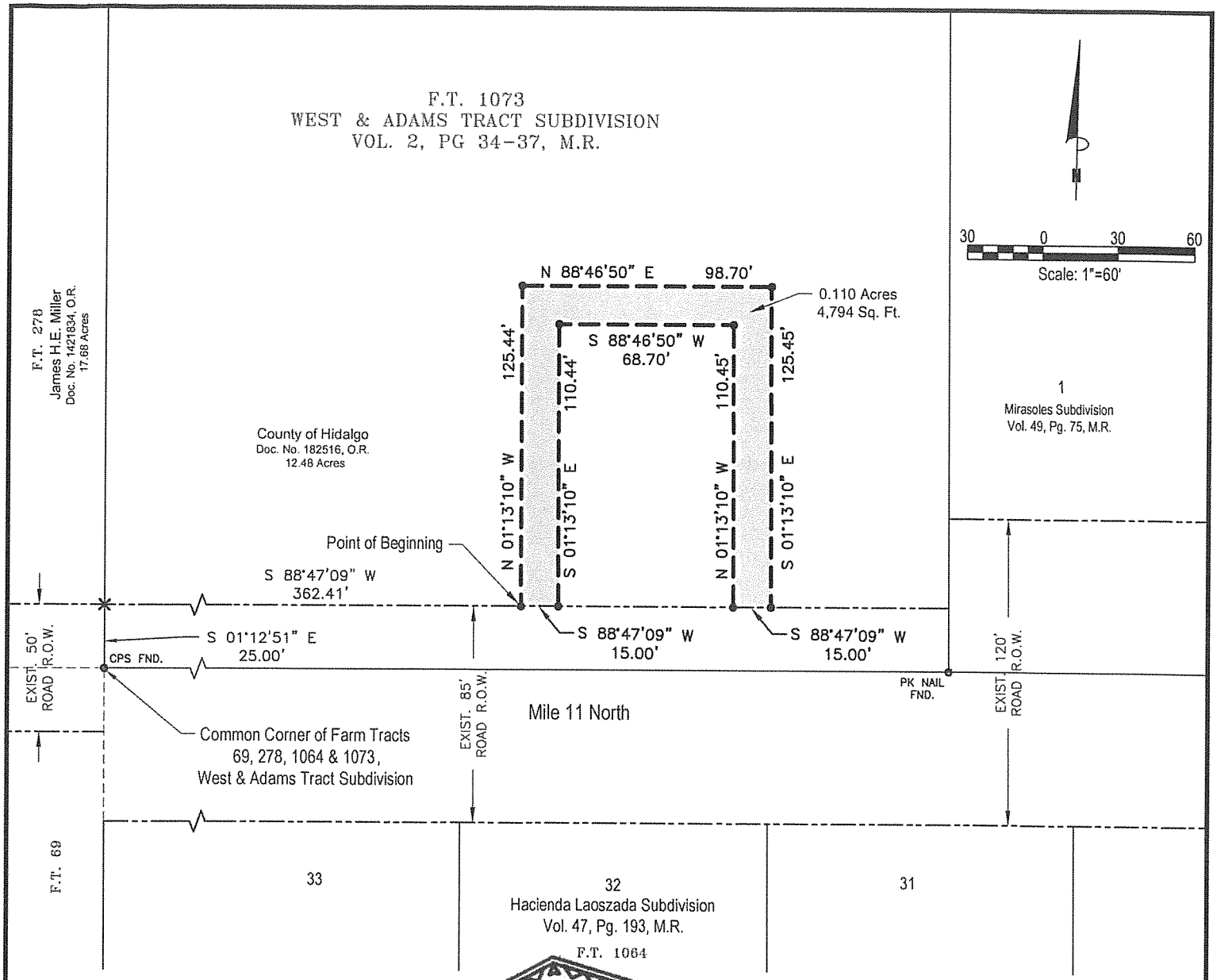
Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83

A survey plat of even date was prepared and is made a part of this metes and bounds description.

The deed of records for the subject tract is recorded in Document No. 182516, of the Official Records of Hidalgo County, Texas.

Juan M. Castillo 3-22-2012
Juan M. Castillo, R.P.L.S. No. 6146

1002 E. Expressway 83 Weslaco, Texas 78596♦ Phone: 956.969.4183♦ Fax: 956.447.8194



I, Juan M. Castillo, a Registered Professional Land Surveyor in the State of Texas, hereby certify that the foregoing plat correctly represents the facts found in the ground.

STATE OF TEXAS
REGISTERED
JUAN M. CASTILLO
6146
PROFESSIONAL
LAND SURVEYOR

Juan M. Castillo 3-22-2012

Juan M. Castillo, R.P.L.S. 6146

PROPOSED 15-FOOT WIDE NORTH ALAMO WATER SUPPLY CORPORATION WATER LINE EXCLUSIVE EASEMENT

GENERAL NOTES:

1. Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83(93).
2. Original survey plats are signed and sealed in blue ink. All other copies are null and void.
3. A metes and bounds description of even date was prepared, and is made a part of this survey plat.
4. The deed of record for subject tract is recorded in Doc. No. 480461, Official Records of Hidalgo County, Texas.
5. This plat was prepared without the benefit of a title search.

M.R.	MAP RECORDS HIDALGO COUNTY, TEXAS
D.R.	DEED RECORDS HIDALGO COUNTY, TEXAS
O.R.	OFFICIAL RECORDS HIDALGO COUNTY, TEXAS
●	5/8" IRON ROD SET WITH YELLOW CAP STAMPED "DLS BNDY MARKER"
o	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
X	CALCULATED POINT-NO MONUMENT FOUND/NO MONUMENT SET
———	PROPERTY LINE

DLS
Dos Land Surveying
1002 E. Expressway 83 Ph (956)969-4183
Weslaco, TX 78596 Fax (956)447-8194

AI-33066 **WIC 13. A.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Norma L. Longoria **Submitted By:** Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. DSHS Nutrition Physical Activity and & Obesity Prevention Grant (1292):
a. Approval and acceptance of grant contract #2012-041053 between DSHS and the Hidalgo County Health & Human Services WIC Department for the amount of $50,000 starting 6/30/2012 thru 6/29/2013.
b. Approval of Certification of Revenues as certified by the County Auditor for the Nutrition Physical Activity & Obesity Prevention Grant.
c. Approval of appropriation of funds for the Nutrition Physical Activity and Obesity Prevention Grant in the amount of $50,000.

2. Obesity Prevention (1292):
a. Approval to amend the 2012 Budget for the Obesity Prevention Grant in the amount of $8,000.00.
b. Approval of Certification of Revenues as certified by the County Auditor in the amount of $8,000.00.
c. Approval of appropriation of funds for the 2012 Obesity Prevention Grant in the amount of $24,000.00.

BACKGROUND

2.1292.441.00.350.014.3.xxx
FY2013 DSHS Contract -2012-041053-001
Budge Amendment -DSHS Nutrition Physical Activity and Obesity Prevention

2.1292.441.00.350.015.2.XXX
FY2012 Obesity Prevention

CC Date	Agenda Item	Description	Amount
02/07/2012	AI-30772	Original Award	$8,000.00
02/28/2012	AI-30960	Amendment #1	$8,000.00
07/10/2012	AI-33066	Amendment #2	$8,000.00
		Total Appropriation	**$24,000.00**

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1292-441-00-350-014-3-XXX

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

BUDGETARY IMPACT:

Acceptance of Nutrition Physical Activity and Obesity Prevention Grant and appropriation of funds in the amount of $50,000.

FISCAL YEAR: 2012 **ACCT. #:** 2-1292-441-00-350-015-2-XXX

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

BUDGETARY IMPACT:

Amendment to the obesity prevention grant in the amount of $8,000.00 and appropriation of total funds certified but not yet appropriated in the amount of $24,000.00.

Attachments

DSHS Contract

Amendment Letter

Nutrition Physical Activity and Obesity Prevention Budget Amendment

Obesity Prevention Budget Amendment

Cert of Rev - Obesity Prevention

Cert of Rev - DSHS Obesity Prev

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	07/06/2012 10:44 AM
Budget & Management	Merlen P. Munoz	07/06/2012 11:10 AM
Sylvia Solis	Sylvia Solis	07/06/2012 03:25 PM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Erika Zamora Started On: 06/29/2012 01:37 PM

Final Approval Date: 07/06/2012

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2012-041053 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY AND HUMAN SERVICES (Contractor), a Government Entity, (collectively, the Parties).

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

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $50,000.00, and the payment method(s) shall be as specified in the Program Attachments.

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

4. **Term of the Contract.** This Contract begins on 06/30/2012 and ends on 06/29/2013. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

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

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

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

2012-041053-001 NUTRITION PHYSICAL ACTIVITY AND OBESITY PREVENTION

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

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

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

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

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176037

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

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

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

CONTRACT NO. 2012-041053
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO.

CONTRACTOR: HIDALGO COUNTY AND HUMAN SERVICES

DSHS PROGRAM: NUTRITION PHYSICAL ACTIVITY AND OBESITY PREVENTION

TERM: 06/30/2012 THRU: 06/29/2013

SECTION I. STATEMENT OF WORK:

In collaboration with the Department of State Health Services' (DSHS) Nutrition, Physical Activity, and Obesity Prevention (NPAOP) Program, Contractor shall support obesity prevention efforts by addressing community policy and environmental changes. Contractor shall increase community capacity through strategic planning focusing on evidence-based community strategies for obesity prevention to make healthy eating, breastfeeding, and physical activity easier choices in Texas communities.

During the project period, Contractor shall:

1. Utilize existing infrastructure and strategic partnerships to leverage community assets to work towards policy/environmental change activities for obesity prevention;
2. Implement the approved work plan attached as Exhibit A, with technical assistance from DSHS NPAOP Program;
3. Conduct process and outcome evaluations of activities related to community policy, systems and/or environmental changes to prevent obesity; and
4. Report progress to DSHS as referenced below.

Contractor shall collaborate with DSHS to sustain and/or expand on no more than two (2) of the following Centers for Disease Control (CDC) Community Strategies for Obesity Prevention:

- Increase availability of healthier food and beverage choices in public service venues
- Improve availability of affordable healthier food and beverage choices in public service venues
- Improve geographic availability of supermarkets in underserved areas
- Provide incentives to food retailers to locate in and/or offer healthier food and beverage choices in underserved areas
- Improve availability of mechanisms for purchasing foods from farms
- Provide incentives for the production, distribution, and procurement of foods from local farms
- Restrict availability of less healthy foods and beverages in public service venues
- Institute smaller portion size options in additional public service venues

- Limit advertisements of less healthy foods and beverages
- Discourage consumption of sugar-sweetened beverages
- Increase support for breastfeeding
- Require physical education in schools
- Increase the amount of physical activity in physical education programs in schools
- Increase opportunities for extracurricular physical activity
- Reduce screen time in public service venues
- Improve access to outdoor recreational facilities
- Enhance infrastructure supporting bicycling
- Enhance infrastructure supporting walking
- Support locating schools within easy walking distance of residential areas
- Improve access to public transportation
- Zone for mixed-use development
- Enhance personal safety in areas where persons are or could be physically active
- Enhance traffic safety in areas where persons are or could be physically active
- Participate in community coalitions or partnerships to address obesity

Contractor shall conduct process and outcome evaluations of activities.

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

SECTION II. PERFORMANCE MEASURES:

The performance measures are referenced in the approved work plan (Exhibit A) and will be used to assess, in part, Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract or any other method of determining compliance. Additional performance measures include:

1. Maintaining and/or expanding on a sustainable model for policy and environmental change to include:
    A) The support of existing infrastructure through accomplishment of one or more policy or environmental changes related to decreasing sugar sweetened beverages, decreasing energy dense foods, decreasing television viewing, increasing access to and intake of fruit and vegetables, increasing physical activity, and/or

increasing breastfeeding which are supported by evidence to impact obesity prevention in the target community; and

B) Three (3) partnership meetings of coalitions or workgroups which Contractor convenes, participates in, or facilitates.

2. Evaluation to include:
   A) Enhancement of an evaluation plan that outlines indicators, data collection methods, and analyses associated with proposed activities outlined in the contractor's work plan (Exhibit A) and with each of the performance measures stated in Section II.1.
   B) Collection of process evaluation data for all project inputs and outputs.
   C) Collection of data for assessing program outcomes
   D) The development of one report/summary of evaluation findings.

3. Contractor shall report all monthly activities into DSHS Program Management and Tracking System (PMATS) by the 10th day of each month beginning July 10, 2012, through June 10, 2013.

4. Contractor shall participate in monthly conference calls and one site visit with DSHS staff from the Nutrition, Physical Activity and Obesity Prevention Program.

5. Submit end-of-year report (as referenced as Exhibit B) to Christina.Thi@dshs.state.tx.us by June 30, 2013.

SECTION III. SOLICITATION DOCUMENT:

FY 2011 Competitive Request for Proposals (RFP) for HPCDP/OBES Community Obesity Prevention Projects, RFP #: HPCDP/OBES-0445.1

SECTION IV. RENEWALS:

DSHS may renew the Program Attachment for up to one (1) additional one- year terms at DSHS sole discretion.

SECTION V. PAYMENT METHOD:

Cost Reimbursement
Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13). Vouchers should be mailed or submitted by fax or electronic mail to the addresses/number below.

Invoices and reports shall be submitted to the following address:

Department of State Health Services
Claims and Processing Unit, MC 1940
P. O. Box 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 776-7442. The email address is invoices@dshs.state.tx.us, please copy Christina.Thi@dshs.state.tx.us.

SECTION VII. BUDGET:

SOURCE OF FUNDS: CFDA #:

DUNS #: 103110834

SECTION VIII. SPECIAL PROVISIONS:

General Provisions**, Article XIII. General Terms**, **Section 13.15 Amendment**, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

2012-041053-001

Categorical Budget:

PERSONNEL	$0.00
FRINGE BENEFITS	$0.00
TRAVEL	$10,775.00
EQUIPMENT	$0.00
SUPPLIES	$11,025.00
CONTRACTUAL	$14,400.00
OTHER	$13,800.00
TOTAL DIRECT CHARGES	$50,000.00
INDIRECT CHARGES	$0.00
TOTAL	$50,000.00
DSHS SHARE	$50,000.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $50,000.00

Financial status reports are due: 10/31/2012, 01/31/2013, 04/30/2013, 08/28/2013

Fiscal Year 2012 Department of State Health Services Contract
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(Core/Subrecipient)

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Fiscal Year 2012 Department of State Health Services Contract
General Provisions
(Core/Subrecipient)

ARTICLE I COMPLIANCE AND REPORTING

Section 1.01 **Compliance with Statutes and Rules.** Contractor shall comply, and shall require its subcontractor(s) to comply, with the requirements of the Department's rules of general applicability and other applicable state and federal statutes, regulations, rules, and executive orders, as such statutes, regulations, rules, and executive orders currently exist and as they may be lawfully amended. The Department rules are located in the Texas Administrative Code, Title 25 (Rules). To the extent this Contract imposes a higher standard, or additional requirements beyond those required by applicable statutes, regulations, rules or executive orders, the terms of this Contract will control. Contractor further agrees that, upon notification from DSHS, Contractor shall comply with the terms of any contract provisions DSHS is required to include in its contracts under legislation effective at the time of the effective date of this Contract or during the term of this Contract.

Section 1.02 **Compliance with Requirements of Solicitation Document.** Except as specified in these General Provisions or the Program Attachment(s), Contractor shall comply with the requirements, eligibility conditions, assurances, certifications and program requirements of the Solicitation Document, if any, (including any revised or additional terms agreed to in writing by Contractor and DSHS prior to execution of this Contract) for the duration of this Contract or any subsequent renewals. The Parties agree that the Department has relied upon Contractor's response to the Solicitation Document. The Parties agree that any misrepresentation contained in Contractor's response to the Solicitation Document constitutes a breach of this Contract.

Section 1.03 **Reporting.** Contractor shall submit reports in accordance with the reporting requirements established by the Department and shall provide any other information requested by the Department in the format required by DSHS. Failure to submit any required report or additional requested information by the due date specified in the Program Attachment(s) or upon request constitutes a breach of contract, may result in delayed payment and/or the imposition of sanctions and remedies, and, if appropriate, emergency action; and may adversely affect evaluation of Contractor's future contracting opportunities with the Department.

Section 1.04 **Client Financial Eligibility.** Where applicable, Contractor shall use financial eligibility criteria, financial assessment procedures and standards developed by the Department to determine client eligibility.

Section 1.05 **Applicable Contracts Law and Venue for Disputes.** Regarding all issues related to contract formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, this Contract will be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the Parties, venue for any suit will be Travis County, Texas.

Section 1.06 **Applicable Laws and Regulations Regarding Funding Sources.** Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars, the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Governor's Budget, Planning and Policy Division. UGMA and UGMS can be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements §__.14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be

located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

Section 1.07 **Statutes and Standards of General Applicability.** Contractor is responsible for reviewing and complying with all applicable statutes, rules, regulations, executive orders and policies. To the extent applicable to Contractor, Contractor shall comply with the following:

a) the following statutes, rules, regulations, and DSHS policy (and any of their subsequent amendments) that collectively prohibit discrimination, exclusion from or limitation of participation in programs, benefits or activities or denial of any aid, care, service or other benefit on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief or religion: 1) Title VI of the Civil Rights Act of 1964, 42 USC §§ 2000d et seq.; 2) Title IX of the Education Amendments of 1972, 20 USC §§ 1681-1683, and 1685-1686; 3) Section 504 of the Rehabilitation Act of 1973, 29 USC § 794(a); 4) the Americans with Disabilities Act of 1990, 42 USC §§ 12101 et seq.; 5) Age Discrimination Act of 1975, 42 USC §§ 6101-6107; 6) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91; 8) U.S. Department of Labor, Equal Employment Opportunity E.O. 11246; 9) Tex. Lab. Code Chapter 21; 10) Food Stamp Act of 1977 (7 USC § 200 et seq.; 11) Executive Order 13279, 45 CFR Part 87 or 7 CFR Part 16 regarding equal treatment and opportunity for religious organizations; 12) Drug Abuse Office and Treatment Act of 1972, 21 USC §§ 1101 et seq., relating to drug abuse; 13) Public Health Service Act of 1912, §§ 523 and 527, 42 USC § 290dd-2, and 42 CFR Part 2, relating to confidentiality of alcohol and drug abuse patient records; 14) Title VIII of the Civil Rights Act of 1968, 42 USC §§ 3601 et seq., relating to nondiscrimination in housing; and 15) DSHS Policy AA-5018, Non-discrimination Policy for DSHS Programs;
b) Immigration Reform and Control Act of 1986, 8 USC § 1324a, regarding employment verification;
c) Pro-Children Act of 1994, 20 USC §§ 6081-6084, and the Pro-Children Act of 2001, 20 USC § 7183, regarding the non-use of all tobacco products;
d) National Research Service Award Act of 1971, 42 USC §§ 289a-1 et seq., and 6601 (PL 93-348 and PL 103-43), regarding human subjects involved in research;
e) Hatch Political Activity Act, 5 USC §§ 1501-1508 and 7324-28, which limits the political activity of employees whose employment is funded with federal funds;
f) Fair Labor Standards Act, 29 USC §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 USC §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
g) Tex. Gov. Code Chapter 469, pertaining to eliminating architectural barriers for persons with disabilities;
h) Texas Workers' Compensation Act, Tex. Lab. Code Chapters 401-406 and 28 Tex. Admin. Code Part 2, regarding compensation for employees' injuries;
i) The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
j) The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin. Code Chapter 96 regarding safety standards for handling blood borne pathogens;
k) Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
l) environmental standards pursuant to the following: 1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;" 2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for

Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;" 3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961; 4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234); 5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq.; 6) Federal Water Pollution Control Act, 33 USC §1251 et seq.; 7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j; 8) Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.; 9) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, 42 USC §§7401 et seq.; 10) Wild and Scenic Rivers Act of 1968 (16 USC §§ 1271 et seq.) related to protecting certain rivers system; and 11) Lead-Based Paint Poisoning Prevention Act (42 USC §§ 4801 et seq.) prohibiting the use of lead-based paint in residential construction or rehabilitation;

m) Intergovernmental Personnel Act of 1970 (42 USC §§4278-4763) regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration (5 CFR Part 900, Subpart F);
n) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
o) Davis-Bacon Act (40 USC §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 USC § 874), and the Contract Work Hours and Safety Standards Act (40 USC §§ 327-333), regarding labor standards for federally-assisted construction subagreements;
p) National Historic Preservation Act of 1966, §106 (16 USC § 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 USC §§ 469a-1 et seq.) regarding historic property to the extent necessary to assist DSHS in complying with the Acts;
q) financial and compliance audits in accordance with Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations;"
r) Trafficking Victims Protection Act of 2000, Section 106(g) (22 USC § 7104);
s) Executive Order, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, if required by a federal funding source of the Contract; and
t) requirements of any other applicable state and federal statutes, executive orders, regulations, rules and policies.

If this Contract is funded by a federal grant or cooperative agreement, additional state or federal requirements found in the Notice of Grant Award are imposed on Contractor and incorporated herein by reference. Contractor may obtain a copy of any applicable Notice of Grant Award from the contract manager assigned to the Program Attachment.

Section 1.08 **Applicability of General Provisions to Interagency and Interlocal Contracts.** Certain sections or portions of sections of these General Provisions will not apply to Contractors that are State agencies or units of local government; and certain additional provisions will apply to such Contractors.

a) The following sections or portions of sections of these General Provisions will not apply to interagency or interlocal contracts:
   1) Hold Harmless and Indemnification, Section 13.19;
   2) Independent Contractor, Section 12.15 (delete the third sentence in its entirety; delete the word "employees" in the fourth sentence; the remainder of the section applies);
   3) Insurance, Section 12.03;
   4) Liability Coverage, Section 12.05;

5) Fidelity Bond, Section 12.04;
6) Historically Underutilized Businesses, Section 12.10 (Contractor, however, shall comply with HUB requirements of other statutes and rules specifically applicable to that entity);
7) Debt to State and Corporate Status, Section 3.01;
8) Application of Payment Due, Section 3.02; and
9) Article XV Claims against the Department (This Article is inapplicable to interagency contracts only).

b) The following additional provisions will apply to interagency contracts:
1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interagency Cooperation Act, Tex. Gov. Code Chapter 771;
2) The Parties hereby certify that (1) the services specified are necessary and essential for the activities that are properly within the statutory functions and programs of the affected agencies of State government; (2) the proposed arrangements serve the interest of efficient and economical administration of the State government; and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of the State of Texas to be supplied under contract given to the lowest responsible bidder; and
3) DSHS certifies that it has the authority to enter into this Contract granted in Tex. Health & Safety Code Chapter 1001, and Contractor certifies that it has specific statutory authority to enter into and perform this Contract.

c) The following additional provisions will apply to interlocal contracts:
1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Tex. Gov. Code Chapter 791;
2) Payments made by DSHS to Contractor will be from current revenues available to DSHS; and
3) Each Party represents that it has been authorized to enter into this Contract.

d) Contractor agrees that Contract Revision Requests (pursuant to the Contractor's Request for Revision to Certain Contract Provisions section), when signed by a duly authorized representative of Contractor, will be effective as of the effective date specified by the Department, whether that date is prior to or after the date of any ratification by Contractor's governing body.

Section 1.09 **Civil Rights Policies and Complaints.** Upon request, Contactor shall provide the Health and Human Services Commission (HHSC) Civil Rights Office with copies of all Contractor's civil rights policies and procedures. Contractor shall notify HHSC's Office of Civil Rights of any civil rights complaints received relating to performance under this Contract no more than ten (10) calendar days after Contractor's receipt of the claim. Notice must be directed to –

HHSC Civil Rights Office
701 W. 51st St., Mail Code W206
Austin, Texas 78751
Toll-free phone (888) 388-6332
Phone (512) 438-4313
TTY Toll-free (877) 432-7232
Fax (512) 438-5885

Section 1.10 **Licenses, Certifications, Permits, Registrations and Approvals.** Contractor shall obtain and maintain all applicable licenses, certifications, permits, registrations and approvals to conduct its business and to perform the services under this Contract. Failure to obtain or any revocation, surrender, expiration, non-renewal, inactivation or suspension of any such license, certification, permit, registration or approval constitutes grounds for termination of this Contract or other remedies the Department deems appropriate. Contractor shall ensure that all its employees, staff and volunteers obtain and maintain in active status all

licenses, certifications, permits, registrations and approvals required to perform their duties under this Contract and shall prohibit any person who does not hold a current, active required license, certification, permit, registration or approval from performing services under this Contract.

ARTICLE II SERVICES

Section 2.01 **Education to Persons in Residential Facilities.** If applicable, Contractor shall ensure that all persons, who are housed in Department-licensed and/or -funded residential facilities and who are twenty-two (22) years of age or younger, have access to educational services as required by Tex. Educ. Code § 29.012. Contractor shall notify the local education agency or local early intervention program as prescribed by Tex. Educ. Code § 29.012 not later than the third calendar day after the date a person who is twenty-two (22) years of age or younger is placed in Contractor's residential facility.

Section 2.02 **Disaster Services.** In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or as a federal disaster by the appropriate federal official, Contractor may be called upon to assist DSHS in providing services, as appropriate, in the following areas: community evacuation; health and medical assistance; assessment of health and medical needs; health surveillance; medical care personnel; health and medical equipment and supplies; patient evacuation; in-hospital care and hospital facility status; food, drug, and medical device safety; worker health and safety; mental health and substance abuse; public health information; vector control and veterinary services; and victim identification and mortuary services. Contractor shall carry out disaster services in the manner most responsive to the needs of the emergency, be cost-effective, and be least intrusive on Contractor's primary services.

Section 2.03 **Consent to Medical Care of a Minor.** If Contractor provides medical, dental, psychological or surgical treatment to a minor under this Contract, either directly or through contracts with subcontractors, Contractor shall not provide treatment of a minor unless informed consent to treatment is obtained pursuant to Tex. Fam. Code Chapter 32, relating to consent to treatment of a child by a non-parent or child or pursuant to other state law. If requirements of federal law relating to consent directly conflict with Tex. Fam. Code Chapter 32, federal law supersedes state law.

Section 2.04 **Telemedicine Medical Services.** Contractor shall ensure that if Contractor or its subcontractor uses telemedicine/telepsychiatry that the services are implemented in accordance with written procedures and using a protocol approved by Contractor's medical director and using equipment that complies with the equipment standards as required by the Department. Procedures for providing telemedicine service must include the following requirements:

a) clinical oversight by Contractor's medical director or designated physician responsible for medical leadership;
b) contraindication considerations for telemedicine use;
c) qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
d) safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
e) use by credentialed licensed providers providing clinical care within the scope of their licenses;
f) demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
g) priority in scheduling the system for clinical care of individuals;
h) quality oversight and monitoring of satisfaction of the individuals served; and
i) management of information and documentation for telemedicine services that ensures timely access to

accurate information between the two sites.
Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under Rule § 448.911.

Section 2.05 **Fees for Personal Health Services.** Contractor may develop a system and schedule of fees for personal health services in accordance with the provisions of Tex. Health & Safety Code § 12.032, DSHS Rule §1.91 covering Fees for Personal Health Services, and other applicable laws or grant requirements. The amount of a fee must not exceed the actual cost of providing the services. No client may be denied a service due to inability to pay.

Section 2.06 **Cost Effective Purchasing of Medications.** If medications are funded under this Contract, Contractor shall make needed medications available to clients at the lowest possible prices and use the most cost effective medications purchasing arrangement possible.

Section 2.07 **Services and Information for Persons with Limited English Proficiency.** Contractor shall take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities. Contractor shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter. Contractor shall make every effort to avoid use of any persons under the age of eighteen (18) or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency, unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

ARTICLE III FUNDING

Section 3.01 **Debt to State and Corporate Status.** Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Contractor if Contractor is indebted to the State for any reason, including a tax delinquency. Contractor, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). Contractor, if a corporation, further certifies that it is and will remain in good standing with the Secretary of State's office. A false statement regarding franchise tax or corporate status is a material breach of this Contract. If franchise tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Contractor's delinquent franchise tax is paid in full.

Section 3.02 **Application of Payment Due.** Contractor agrees that any payments due under this Contract will be applied towards any debt of Contractor, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Section 3.03 **Use of Funds.** Contractor shall expend Department funds only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

Section 3.04 **Use for Match Prohibited.** Contractor shall not use funds provided through this Contract for matching purposes in securing other funding unless directed or approved by the Department in writing.

Section 3.05 **Program Income.** Gross income directly generated from Department funds through a project

or activity performed under a Program Attachment and/or earned only as a result of a Program Attachment during the term of the Program Attachment are considered program income. Unless otherwise required under the terms of the grant funding this Contract, Contractor shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of program income to further the program objectives of the state or federal statute under which the Program Attachment was made, and Contractor shall spend the program income on the same Program Attachment project in which it was generated. Contractor shall identify and report this income in accordance with the Compliance and Reporting Article of these General Provisions, the Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts/cfpm.shtm and the provisions of the Program Attachment(s). Contractor shall expend program income during the Program Attachment term and may not carry forward to any succeeding term. Contractor shall refund program income not expended in the term in which it is earned to DSHS. DSHS may base future funding levels, in part, upon Contractor's proficiency in identifying, billing, collecting, and reporting program income, and in using it for the purposes and under the conditions specified in this Contract.

Section 3.06 **Nonsupplanting.** Contractor shall not supplant (i.e., use funds from this Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Contract) but rather shall use funds from this Contract to supplement existing state or local funds currently available for a particular activity. Contractor shall make a good faith effort to maintain its current level of support. Contractor may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE IV PAYMENT METHODS AND RESTRICTIONS

Section 4.01 **Payment Methods.** Except as otherwise provided by the provisions of the Program Attachment(s), the payment method for each Program Attachment will be one of the following methods:

a) cost reimbursement. This payment method is based on an approved budget in the Program Attachment(s) and acceptable submission of a request for reimbursement; or
b) unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service, as stated in the Program Attachment(s) and acceptable submission of all required documentation, forms and/or reports.

Section 4.02 **Billing Submission.** Contractors shall bill the Department in accordance with the Program Attachment(s) in the form and format prescribed by DSHS. Unless otherwise specified in the Program Attachment(s) or permitted under the Third Party Payors section of this Article, Contractor shall submit requests for reimbursement or payment monthly within thirty (30) calendar days following the end of the month covered by the bill. Contractor shall maintain all documentation that substantiates billing submissions and make the documentation available to DSHS upon request.

Section 4.03 **Final Billing Submission.** Unless otherwise provided by the Department, Contractor shall submit a reimbursement or payment request as a final close-out bill not later than sixty (60) calendar days following the end of the term of the Program Attachment for goods received and services rendered during the term. If necessary to meet this deadline, Contractor may submit reimbursement or payment requests by facsimile transmission. Reimbursement or payment requests received in DSHS's offices more than sixty (60) calendar days following the end of the applicable term will not be paid. Consideration of requests for an exception will be made on a case-by-case basis, subject to the availability of funding, and only for an extenuating circumstance, such as a catastrophic event, natural disaster, or criminal activity that substantially interferes with normal business operations or causes damage or destruction of a place of business and/or records. A written statement describing the extenuating circumstance and the last request for reimbursement

must be submitted for review and approval to the DSHS Accounting Section.

Section 4.04 **Working Capital Advance.** If allowed under this Contract, a single one-time working capital advance per term of the Program Attachment may be granted at the Department's discretion. Contractor must submit documentation to the contract manager assigned to the Program Attachment to justify the need for a working capital advance. Contractor shall liquidate the working capital advance as directed by the Department. The requirements for the documentation justifying the need for an advance and the directions for liquidating the advance are found in the Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts/cfpm.shtm.

Section 4.05 **Financial Status Reports (FSRs).** Except as otherwise provided in these General Provisions or in the terms of the Program Attachment(s), for contracts with categorical budgets, Contractor shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for Department review and financial assessment. Contractor shall submit the final FSR no later than sixty (60) calendar days following the end of the applicable term.

Section 4.06 **Third Party Payors.** A third party payor is any person or entity who has the legal responsibility for paying for all or part of the services provided. Third party payors include, but are not limited to, commercial health or liability insurance carriers, Medicaid, or other federal, state, local, and private funding sources. Except as provided in this Contract, Contractor shall screen all clients and shall not bill the Department for services eligible for reimbursement from third party payors. Contractor shall (a) enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs, and bill those programs for the covered services; (b) provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs; (c) allow clients who are otherwise eligible for Department services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the Department for the deductible; (d) not bill the Department for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted, in which case the thirty (30)-day requirement in the Billing Submission section will be extended until all such appeals have been exhausted; (e) maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement; (f) bill all third party payors for services provided under this Contract before submitting any request for reimbursement to Department; and (g) provide third party billing functions at no cost to the client.

ARTICLE V TERMS AND CONDITIONS OF PAYMENT

Section 5.01 **Prompt Payment.** Upon receipt of a timely, undisputed invoice pursuant to this Contract, Department will pay Contractor. Payments and reimbursements are contingent upon a signed Contract and will not exceed the total amount of authorized funds under this Contract. Contractor is entitled to payment or reimbursement only if the service, work, and/or product has been authorized by the Department and performed or provided pursuant to this Contract. If those conditions are met, Department will make payment in accordance with the Texas prompt payment law (Tex. Gov. Code Chapter 2251). Contractor shall comply with Tex. Gov. Code Chapter 2251 regarding its prompt payment obligations to subcontractors. Payment of invoices by the Department will not constitute acceptance or approval of Contractor's performance, and all invoices and Contractor's performance are subject to audit or review by the Department.

Section 5.02 **Withholding Payments.** Department may withhold all or part of any payments to Contractor to offset reimbursement for any ineligible expenditures, disallowed costs, or overpayments that Contractor has not refunded to Department, or if financial status report(s) required by the Department are not submitted by the

date(s) due. Department may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations.

Section 5.03 **Condition Precedent to Requesting Payment.** Contractor shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including any advance payments from Department.

Section 5.04 **Acceptance as Payment in Full.** Except as permitted in the Fees for Personal Health Services section of the Services Article of these General Provisions or under 25 Tex. Admin. Code § 444.413, Contractor shall accept reimbursement or payment from DSHS as payment in full for services or goods provided to clients or participants, and Contractor shall not seek additional reimbursement or payment for services or goods from clients or participants or charge a fee or make a profit with respect to the Contract. A fee or profit is considered to be an amount in excess of actual allowable costs that are incurred in conducting an assistance program.

ARTICLE VI ALLOWABLE COSTS AND AUDIT REQUIREMENTS

Section 6.01 **Allowable Costs.** For services satisfactorily performed, and sufficiently documented, pursuant to this Contract, DSHS will reimburse Contractor for allowable costs. Contractor must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. DSHS will determine whether costs submitted by Contractor are allowable and eligible for reimbursement. If DSHS has paid funds to Contractor for unallowable or ineligible costs, DSHS will notify Contractor in writing, and Contractor shall return the funds to DSHS within thirty (30) calendar days of the date of this written notice. DSHS may withhold all or part of any payments to Contractor to offset reimbursement for any unallowable or ineligible expenditures that Contractor has not refunded to DSHS, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). DSHS may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	OMB Circular A-87 (2 CFR, Part 225)	OMB Circular A-133 and UGMS	UGMS, OMB Circular A-102, and applicable Federal awarding agency common rule
Educational Institutions	OMB Circular A-21 (2 CFR, Part 220); and UGMS, as applicable	OMB Circular A-133	OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule; and UGMS, as applicable
Non-Profit Organizations	OMB Circular A-122 (2 CFR, Part 230)	OMB Circular A-133 and UGMS	UGMS; OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule
For-profit Organization	48 CFR Part 31,	OMB Circular A-	UGMS and applicable

other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	133 and UGMS	Federal awarding agency common rule

A chart of applicable Federal awarding agency common rules is located through a weblink on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Section 6.02 **Independent Single or Program-Specific Audit**. If Contractor within Contractor's fiscal year expends a total amount of at least $500,000 in federal funds awarded, Contractor shall have a single audit or program-specific audit in accordance with the Office of Management and Budget (OMB) Circ. No. A-133, the Single Audit Act of 1984, P L 98-502, 98 Stat. 2327, and the Single Audit Act Amendments of 1996, P L 104-156, 110 Stat. 1396. The $500,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Contractor within Contractor's fiscal year expends a total amount of at least $500,000 in state funds awarded, Contractor must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Contractors whose expenditures meet or exceed the federal and/or state expenditure thresholds stated above shall follow the guidelines in OMB Circular A-133 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Contractor to complete the Single Audit Determination Registration Form. If Contractor fails to complete the Single Audit Determination Form within thirty (30) calendar days after notification by OIG to do so, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS, which is accessible through a web link on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. Contractor shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS. Contractor, unless Contractor is a state governmental entity, shall competitively re-procure independent single audit services at least every five (5) years and shall not use the same lead auditor or coordinating audit partner (having primary responsibility for the audit) to conduct the independent audit for more than five (5) consecutive years.

Section 6.03 **Submission of Audit.** Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Contractor shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the OIG, at the following addresses:

Department of State Health Services
Contract Oversight and Support, Mail Code 1326
P.O. Box 149347
Austin, Texas 78714-9347
Health and Human Services Commission

Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

If Contractor fails to submit the audit report as required by the Independent Single or Program-Specific Audit

section within thirty (30) calendar days of receipt by Contractor of an audit report, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract.

ARTICLE VII CONFIDENTIALITY

Section 7.01 **Maintenance of Confidentiality.** Contractor must maintain the privacy and confidentiality of information and records received during or related to the performance of this Contract, including patient and client records that contain protected health information (PHI), and any other information that discloses confidential personal information or identifies any client served by DSHS, in accordance with applicable federal and state laws, rules and regulations, including but not limited to 7 CFR Part 246; 42 CFR Part 2; 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act [HIPAA]); Tex. Health & Safety Code Chapters 12, 47, 81, 82, 85, 88, 92, 161, 181, 241, 245, 251, 534, 576, 577, 596, 611, and 773; and Tex. Occ. Code Chapters 56 and 159 and all applicable rules and regulations.

Section 7.02 **Department Access to PHI and Other Confidential Information.** Contractor shall cooperate with Department to allow Department to request, collect and receive PHI and other confidential information under this Contract, without the consent of the individual to whom the PHI relates, for funding, payment and administration of the grant program, and for purposes permitted under applicable state and federal confidentiality and privacy laws.

Section 7.03 **Exchange of Client-Identifying Information.** Except as prohibited by other law, Contractor and DSHS shall exchange PHI without the consent of clients in accordance with 45 CFR § 164.504(e)(3)(i)(B), Tex. Health & Safety Code § 533.009 and Rule Chapter 414, Subchapter A or other applicable laws or rules. Contractor shall disclose information described in Tex. Health & Safety Code § 614.017(a)(2) relating to special needs offenders, to an agency described in Tex. Health & Safety Code § 614.017(c) upon request of that agency, unless Contractor documents that the information is not allowed to be disclosed under 45 CFR Part 164 or other applicable law.

Section 7.04 **Security of Patient or Client Records.** Contractor shall maintain patient and client records in compliance with state and federal law relating to security and retention of medical or mental health and substance abuse patient and client records. Department may require Contractor to transfer original or copies of patient and client records to Department, without the consent or authorization of the patient or client, upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if the care and treatment of the individual patient or client is transferred to another entity. Prior to providing services funded under this Contract to a patient or client, Contractor shall attempt to obtain consent from the patient or client to transfer copies of patient or client records to another entity funded by DSHS upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if care or treatment is transferred to another DSHS-funded contractor.

Section 7.05 **HIV/AIDS Model Workplace Guidelines.** If providing direct client care, services, or programs, Contractor shall implement Department's policies based on the HIV/AIDS (human immunodeficiency virus/acquired immunodeficiency syndrome) Model Workplace Guidelines for Businesses, State Agencies, and State Contractors, Policy No. 090.021, and Contractor shall educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Tex. Health & Safety Code § 85.112-114. A link to the Model Workplace Guidelines can be found at http://www.dshs.state.tx.us/hivstd/policy/policies.shtm.

ARTICLE VIII RECORDS RETENTION

Section 8.01 **Retention.** Contractor shall retain records in accordance with applicable state and federal statutes, rules and regulations. At a minimum, Contractor shall retain and preserve all other records, including financial records that are generated or collected by Contractor under the provisions of this Contract, for a period of four (4) years after the termination of this Contract. If services are funded through Medicaid, the federal retention period, if more than four (4) years, will apply. Contractor shall retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit are resolved. Legal requirements for Contractor may extend beyond the retention schedules established in this section. Contractor shall retain medical records in accordance with Tex. Admin. Code Title 22, Part 9, § 165.1(b) and (c) or other applicable statutes, rules and regulations governing medical information. Contractor shall include this provision concerning records retention in any subcontract it awards. If Contractor ceases business operations, it shall ensure that records relating to this Contract are securely stored and are accessible by the Department upon Department's request for at least four (4) years from the date Contractor ceases business or from the date this Contract terminates, whichever is sooner. Contractor shall provide, and update as necessary, the name and address of the party responsible for storage of records to the contract manager assigned to the Program Attachment.

ARTICLE IX ACCESS AND INSPECTION

Section 9.01 **Access.** In addition to any right of access arising by operation of law, Contractor, and any of Contractor's affiliate or subsidiary organizations or subcontractors shall permit the Department or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including the Comptroller General of the United States, OIG, and the State Auditor's Office (SAO), unrestricted access to and the right to examine any site where business is conducted or client services are performed, and all records (including financial records, client and patient records, if any, and Contractor's personnel records and governing body personnel records), books, papers or documents related to this Contract; and the right to interview members of Contractor's governing body, staff, volunteers, participants and clients concerning the Contract, Contractor's business and client services. If deemed necessary by the Department or the OIG, for the purpose of investigation or hearing, Contractor shall produce original documents related to this Contract. The Department and HHSC will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Payments will not foreclose the right of Department and HHSC to recover excessive or illegal payments. Contractor shall make available to the Department information collected, assembled or maintained by Contractor relative to this Contract for the Department to respond to requests that it receives under the Public Information Act. Contractor shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any subcontract it awards.

Section 9.02 **State Auditor's Office.** Contractor shall, upon request, make all records, books, papers, documents, or recordings related to this Contract available for inspection, audit, or reproduction during normal business hours to any authorized representative of the SAO. Contractor understands that the acceptance of funds under this Contract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor shall cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested, and providing access to any information the SAO considers relevant to the investigation or audit. The SAO's authority to audit funds will apply to Contract funds disbursed by Contractor to its subcontractors, and Contractor shall include this provision concerning the SAO's authority to audit and the requirement to cooperate, in any subcontract Contractor awards.

Section 9.03 **Responding to Deficiencies.** Any deficiencies identified by DSHS or HHSC upon

examination of Contractor's records or during an inspection of Contractor's site(s) will be conveyed in writing to Contractor. Contractor shall submit, by the date prescribed by DSHS, a resolution to the deficiency identified in a site inspection, program review or management or financial audit to the satisfaction of DSHS or, if directed by DSHS, a corrective action plan to resolve the deficiency. A DSHS or HHSC determination of either an inadequate or inappropriate resolution of the findings may result in contract remedies or sanctions under the Breach of Contract and Remedies for Non-Compliance Article of these General Provisions.

ARTICLE X NOTICE REQUIREMENTS

Section 10.01 **Child Abuse Reporting Requirement.** This section applies to mental health and substance abuse contractors and contractors for the following public health programs: Human Immunodeficiency Virus/Sexually Transmitted Diseases (HIV/STD); Family Planning (Titles V, X and XX); Primary Health Care; Maternal and Child Health; and Women, Infants and Children (WIC) Nutrition Services. Contractor shall make a good faith effort to comply with child abuse reporting guidelines and requirements in Tex. Fam. Code Chapter 261 relating to investigations of reports of child abuse and neglect. Contractor shall develop, implement and enforce a written policy that includes at a minimum the Department's Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and train all staff on reporting requirements. Contractor shall use the DSHS Child Abuse Reporting Form as required by the Department located at www.dshs.state.tx.us/childabusereporting. Contractor shall retain reporting documentation on site and make it available for inspection by DSHS.

Section 10.02 **Significant Incidents.** In addition to notifying the appropriate authorities, Contractor shall report to the contract manager assigned to the Program Attachment significant incidents involving substantial disruption of Contractor's program operation, or affecting or potentially affecting the health, safety or welfare of Department-funded clients or participants within seventy-two (72) hours of discovery.

Section 10.03 **Litigation.** Contractor shall notify the contract manager assigned to the Program Attachment of litigation related to or affecting this Contract and to which Contractor is a party within seven (7) calendar days of becoming aware of such a proceeding. This includes, but is not limited to an action, suit or proceeding before any court or governmental body, including environmental and civil rights matters, professional liability, and employee litigation. Notification must include the names of the parties, nature of the litigation and remedy sought, including amount of damages, if any.

Section 10.04 **Action Against the Contractor.** Contractor shall notify the contract manager assigned to the Program Attachment if Contractor has had a contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within three (3) working days of the suspension or termination. Such notification must include the reason for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the contract; and the contract or case reference number. If Contractor, as an organization, has surrendered its license or has had its license suspended or revoked by any local, state or federal department or agency or non-profit entity, it shall disclose this information within three (3) working days of the surrender, suspension or revocation to the contract manager assigned to the Program Attachment by submitting a one-page description that includes the reason(s) for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the license action; and a license or case reference number.

Section 10.05 **Insolvency.** Contractor shall notify in writing the contract manager assigned to the Program Attachment of Contractor's insolvency, incapacity, or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission (TWC) within three (3) working days of the date of

determination that Contractor is insolvent or incapacitated, or the date Contractor discovered an unpaid obligation to the IRS or TWC. Contractor shall notify in writing the contract manager assigned to the Program Attachment of its plan to seek bankruptcy protection within three (3) working days of such action by Contractor's governing body.

Section 10.06 **Misuse of Funds and Performance Malfeasance.** Contractor shall report to the contract manager assigned to the Program Attachment, any knowledge of debarment, suspected fraud, program abuse, possible illegal expenditures, unlawful activity, or violation of financial laws, rules, policies, and procedures related to performance under this Contract. Contractor shall make such report no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place. Additionally, if this Contract is federally funded by the Department of Health and Human Services (HHS), Contractor shall report any credible evidence that a principal, employee, subcontractor or agent of Contractor, or any other person, has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Contractor shall make this report to the HHS Office of Inspector General at http://www.oig.hhs.gov/fraud/hotline/ no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place.

Section 10.07 **Criminal Activity and Disciplinary Action.** Contractor affirms that no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication, is presently indicted for or has been convicted of a criminal offense related to any financial matter, federal or state program or felony sex crime. Contractor shall notify in writing the contract manager assigned to the Program Attachment if it has reason to believe Contractor, or a person with ownership or controlling interest in the organization or who is an agent or managing employee of the organization, an employee or volunteer of Contractor, or a subcontractor providing services under this Contract has engaged in any activity that would constitute a criminal offense equal to or greater than a Class A misdemeanor or if such activity would reasonably constitute grounds for disciplinary action by a state or federal regulatory authority, or has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime. Contractor shall make the reports required by this section no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place. Contractor shall not permit any person who engaged, or was alleged to have engaged, in an activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed by DSHS.

Section 10.08 **Retaliation Prohibited.** Contractor shall not retaliate against any person who reports a violation of, or cooperates with an investigation regarding, any applicable law, rule, regulation or standard to the Department, another state agency, or any federal, state or local law enforcement official.

Section 10.09 **Documentation.** Contractor shall maintain appropriate documentation of all notices required under these General Provisions.

ARTICLE XI ASSURANCES AND CERTIFICATIONS

Section 11.01 **Certification.** Contractor certifies by execution of this Contract to the following:

a) it is not disqualified under 2 CFR §376.935 or ineligible for participation in federal or state assistance programs;
b) neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency in accordance with 2 CFR Parts 376 and 180 (parts A-I), 45 CFR Part 76 (or comparable federal regulations);

c) it has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency;

d) it is not subject to an outstanding judgment in a suit against Contractor for collection of the balance of a debt;

e) it is in good standing with all state and/or federal agencies that have a contracting or regulatory relationship with Contractor;

f) that no person who has an ownership or controlling interest in Contractor or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any program established under Medicare, Medicaid, or a federal block grant;

g) neither it, nor its principals have within the three(3)-year period preceding this Contract, has been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a private or public (federal, state or local) transaction or contract under a private or public transaction, violation of federal or state antitrust statutes (including those proscribing price-fixing between competitors, allocation of customers between competitors and bid-rigging), or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of Contactor or its principals;

h) neither it, nor its principals is presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses enumerated in subsection g) of this section; and

i) neither it, nor its principals within a three(3)-year period preceding this Contract has had one or more public transaction (federal, state or local) terminated for cause or default.

Contractor shall include the certifications in this Article, without modification (except as required to make applicable to the subcontractor), in all subcontracts and solicitations for subcontracts. Where Contractor is unable to certify to any of the statements in this Article, Contractor shall submit an explanation to the contract manager assigned to the Program Attachment. If Contractor's status with respect to the items certified in this Article changes during the term of this Contract, Contractor shall immediately notify the contract manager assigned to the Program Attachment.

Section 11.02 **Child Support Delinquencies.** As required by Tex. Fam. Code § 231.006, a child support obligor who is more than thirty (30) calendar days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. If applicable, Contractor shall maintain its eligibility to receive payments under this Contract, certifies that it is not ineligible to receive the payments specified in this Contract, and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

Section 11.03 **Authorization.** Contractor certifies that it possesses legal authority to contract for the services described in this Contract and that a resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the binding of the organization under this Contract including all understandings and assurances contained in this Contract, and directing and authorizing the person identified as the authorized representative of Contractor to act in connection with this Contract and

to provide such additional information as may be required.

Section 11.04 **Gifts and Benefits Prohibited.** Contractor certifies that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, service or anything of monetary value to a DSHS or HHSC official or employee in connection with this Contract.

Section 11.05 **Ineligibility to Receive the Contract.** (a) Pursuant to Tex. Gov. Code § 2155.004 and federal law, Contractor is ineligible to receive this Contract if this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements, statement(s) of work or Solicitation Document on which this Contract is based. Contractor certifies that neither Contractor, nor its employees, nor anyone acting for Contractor has received compensation from DSHS for participation in the development, drafting or preparation of specifications, requirements or statement(s) of work for this Contract or in the Solicitation Document on which this Contract is based; (b) pursuant to Tex. Gov. Code §§ 2155.006 and 2261.053, Contractor is ineligible to receive this Contract, if Contractor or any person who would have financial participation in this Contract has been convicted of violating federal law, or been assessed a federal civil or administrative penalty, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005; (c) Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract under Tex. Gov. Code §§ 2155.004, 2155.006 or 2261.053, and acknowledges that this Contract may be terminated and payment withheld if these certifications are inaccurate.

Section 11.06 **Antitrust.** Pursuant to 15 USC § 1, et seq. and Tex. Bus. & Comm. Code § 15.01, et seq. Contractor certifies that neither Contractor, nor anyone acting for Contractor has violated the antitrust laws of this state or federal antitrust laws, nor communicated directly or indirectly regarding a bid with any competitor or any other person engaged in Contractor's line of business for the purpose of substantially lessening competition in such line of business.

Section 11.07 **Initiation and Completion of Work.** Contractor certifies that it shall initiate and complete the work under this Contract within the applicable time frame prescribed in this Contract.

ARTICLE XII GENERAL BUSINESS OPERATIONS OF CONTRACTOR

Section 12.01 **Responsibilities and Restrictions Concerning Governing Body, Officers and Employees.** Contractor and its governing body shall bear full responsibility for the integrity of the fiscal and programmatic management of the organization. This provision applies to all organizations, including Section 501(c)(3) organizations as defined in the Internal Revenue Service Code as not-for-profit organizations. Each member of Contractor's governing body shall be accountable for all funds and materials received from Department. The responsibility of Contractor's governing body shall also include accountability for compliance with Department Rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and Department's monitoring processes. Further, Contractor's governing body shall ensure separation of powers, duties, and functions of governing body members and staff. Staff members, including the executive director, shall not serve as voting members of Contractor's governing body. No member of Contractor's governing body, or officer or employee of Contractor shall vote for, confirm or act to influence the employment, compensation or change in status of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Tex. Gov. Code Chapter 573) to the member of the governing body or the officer or any employee authorized to

employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two (2) years prior to the election, appointment or employment of the officer, employee, or governing body member related to such person in the prohibited degree. These restrictions also apply to the governing body, officers and employees of Contractor's subcontractors. Ignorance of any Contract provisions or other requirements contained or referred to in this Contract will not constitute a defense or basis for waiving or appealing such provisions or requirements.

Section 12.02 **Management and Control Systems**. Contractor shall comply with all the requirements of the Department's Contractor's Financial Procedures Manual, and any of its subsequent amendments, which is available at the Department's web site: http://www.dshs.state.tx.us/contracts/cfpm.shtm. Contractor shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. Contractor shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS and adhere to procedures detailed in Department's Contractor's Financial Procedures Manual. Those requirements and procedures include, at a minimum, the following:

a) financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
b) financial management systems that include accurate accounting records that are accessible and identify the source and application of funds provided under each Program Attachment of this Contract, and original source documentation substantiating that costs are specifically and solely allocable to the Program Attachment and are traceable from the transaction to the general ledger; and
c) effective internal and budgetary controls; comparison of actual costs to budget; determination of reasonableness, allowableness, and allocability of costs; timely and appropriate audits and resolution of any findings; billing and collection policies; and a mechanism capable of billing and making reasonable efforts to collect from clients and third parties.

Section 12.03 **Insurance.** Contractor shall maintain insurance or other means of repairing or replacing assets purchased with Department funds. Contractor shall repair or replace with comparable equipment any such equipment not covered by insurance that is lost, stolen, damaged or destroyed. If any insured equipment purchased with DSHS funds is lost, stolen, damaged or destroyed, Contractor shall notify the contract manager assigned to the Program Attachment to obtain instructions whether to submit and pursue an insurance claim. Contractor shall use any insurance proceeds to repair the equipment or replace the equipment with comparable equipment or remit the insurance proceeds to DSHS.

Section 12.04 **Fidelity Bond**. For the benefit of DSHS, Contractor is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under this Contract up to $100,000 that covers each employee of Contractor handling funds under this Contract, including person(s) authorizing payment of such funds. The fidelity bond or insurance must provide for indemnification of losses occasioned by (1) any fraudulent or dishonest act or acts committed by any of Contractor's employees, either individually or in concert with others, and/or (2) failure of Contractor or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment. The bond or insurance acquired under this section must include coverage for third party property and include DSHS as a loss payee or equivalent designation. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the fidelity bond or insurance.

Section 12.05 **Liability Coverage.** For the benefit of DSHS, Contractor shall at all times maintain liability insurance coverage, referred to in Tex. Gov. Code § 2261.102, as "director and officer liability coverage" or similar coverage for all persons in management or governing positions within Contractor's organization or with management or governing authority over Contractor's organization (collectively "responsible persons"). Contractor shall maintain copies of liability policies on site for inspection by DSHS and shall submit copies of

policies to DSHS upon request. This section applies to entities that are organized as non-profit corporations under the Texas Non-Profit Corporation Act; for-profit corporations organized under the Texas Business Corporations Act; and any other legal entity. Contractor shall maintain liability insurance coverage in an amount not less than the total value of this Contract and that is sufficient to protect the interests of Department in the event an actionable act or omission by a responsible person damages Department's interests. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the insurance.

Section 12.06 **Overtime Compensation.** Except as provided in this section, Contractor shall not use any of the funds provided by this Contract to pay the premium portion of overtime. Contractor shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any

compensation paid to an individual in addition to the employee's normal rate of pay for hours worked in excess of normal working hours. Funds provided under this Contract may be used to pay the premium portion of overtime only under the following conditions: 1) with the prior written approval of DSHS; 2) temporarily, in the case of an emergency or an occasional operational bottleneck; 3) when employees are performing indirect functions, such as administration, maintenance, or accounting; 4) in performance of tests, laboratory procedures, or similar operations that are continuous in nature and cannot reasonably be interrupted or otherwise completed; or 5) when lower overall cost to DSHS will result.

Section 12.07 **Program Site.** Contractor shall provide services only in locations that are in compliance with all applicable local, state and federal zoning, building, health, fire, and safety standards.

Section 12.08 **Cost Allocation Plan.** Contractor shall submit a Cost Allocation Plan in the format provided in the Department's Contractor's Financial Procedures Manual to the Department's Contract Oversight and Support Section, at Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, or by email to mailto:coscap@dshs.state.tx.us no later than the 60th calendar day after the effective date of the Contract, except when a Contractor has a current Cost Allocation Plan on file with the Department. Contractor shall implement and follow the applicable Cost Allocation Plan. If Contractor's plan is the same as in the previous year, by signing this Contract, Contractor certifies that its current Cost Allocation Plan for the current year is the same as that submitted to DSHS for the previous year. If the Cost Allocation Plan changes during the Contract term, Contractor shall submit a new Cost Allocation Plan to the Contract Oversight and Support Section within thirty (30) calendar days after the effective date of the change. Cost Allocation Plans must comply with the guidelines provided in the Department's Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts/cfpm.shtm.

Section 12.09 **No Endorsement.** Other than stating the fact that Contractor has a contract with DSHS, Contractor and its subcontractors are prohibited from publicizing the contractual relationship between Contractor and DSHS, and from using the Department's name, logo or website link in any manner that is intended, or that could be perceived, as an endorsement or sponsorship by DSHS or the State of Texas of Contractor's organization, program, services or product, without the express written consent of DSHS.

Section 12.10 **Historically Underutilized Businesses (HUBs).** If Contractor was not required to submit a HUB subcontracting plan and if subcontracting is permitted under this Program Attachment, Contractor is encouraged to make a good faith effort to consider subcontracting with HUBs in accordance with Tex. Gov. Code Chapter 2161 and 34 Tex. Admin. Code § 20.14 et seq. Contractors may obtain a list of HUBs at http://www.window.state.tx.us/procurement/prog/hub. If Contractor has filed a HUB subcontracting plan, the

plan is incorporated by reference in this Contract. If Contractor desires to make a change in the plan, Contractor must obtain prior approval from the Department's HUB Coordinator of the revised plan before proposed changes will be effective under this Contract. Contractor shall make a good faith effort to subcontract with HUBs during the performance of this Contract and shall report HUB subcontract activity to the Department's HUB Coordinator by the 15th day of each month for the prior month's activity, if there was any such activity, in accordance with 34 Tex. Admin. Code § 20.16(c).

Section 12.11 **Buy Texas.** Contractor shall purchase products and materials produced in Texas when the products and materials are available at a price and time comparable to products and materials produced outside of Texas as required by Tex. Gov. Code § 2155.4441.

Section 12.12 **Contracts with Subrecipient and Vendor Subcontractors.** Contractor may enter into contracts with subrecipient subcontractors unless restricted or otherwise prohibited in a specific Program Attachment(s). Prior to entering into a subrecipient agreement equaling or exceeding $100,000, Contractor shall obtain written approval from DSHS. Contractor shall establish written policies and procedures for competitive procurement and monitoring of subcontracts and shall produce a subcontracting monitoring plan. Contractor shall monitor subrecipient subcontractors for both financial and programmatic performance and shall maintain pertinent records that must be available for inspection by DSHS. Contractor shall ensure that subcontractors are fully aware of the requirements placed upon them by state/federal statutes, rules, and regulations and by the provisions of this Contract.

Contracts with all subcontractors, whether vendor or subrecipient, must be in writing and include the following:

a) name and address of all parties and the subcontractor's Vendor Identification Number (VIN) or Employee Identification Number (EIN);
b) a detailed description of the services to be provided;
c) measurable method and rate of payment and total not-to-exceed amount of the contract;
d) clearly defined and executable termination clause; and
e) beginning and ending dates that coincide with the dates of the applicable Program Attachment(s) or that cover a term within the beginning and ending dates of the applicable Program Attachment(s).

Contractor is responsible to DSHS for the performance of any subcontractor. Contractor shall not contract with a subcontractor, at any tier, that is debarred, suspended, or excluded from or ineligible for participation in federal assistance programs; or if the subcontractor would be ineligible under the following sections of these General Provisions: Ineligibility to Receive the Contract section (Assurances and Certifications Article); or the Conflict of Interest or Transactions Between Related Parties sections (General Terms Article).

Section 12.13 **Status of Subcontractors.** Contractor shall require all subcontractors to certify that they are not delinquent on any repayment agreements; have not had a required license or certification revoked; and have not had a contract terminated by the Department. Contractors shall further require that subcontractors certify that they have not voluntarily surrendered within the past three (3) years any license issued by the Department.

Section 12.14 **Incorporation of Terms in Subrecipient Subcontracts.** Contractor shall include in all its contracts with subrecipient subcontractors and solicitations for subrecipient subcontracts, without modification (except as required to make applicable to the subcontractor), (1) the certifications stated in the Assurances and Certifications Article; (2) the requirements in the Conflicts of Interest section and the Transaction Between Related Parties section of the General Terms Article; and (3) a provision granting to DSHS, SAO, OIG, and the Comptroller General of the United States, and any of their representatives, the right of access to inspect

the work and the premises on which any work is performed, and the right to audit the subcontractor in accordance with the Access and Inspection Article in these General Provisions. Each subrecipient subcontract contract must also include a copy of these General Provisions and a copy of the Statement of Work and any other provisions in the Program Attachment(s) applicable to the subcontract. Contractor shall ensure that all written agreements with subrecipient subcontractors incorporate the terms of this Contract so that all terms, conditions, provisions, requirements, duties and liabilities under this Contract applicable to the services provided or activities conducted by a subcontractor are passed down to that subcontractor. No provision of this Contract creates privity of contract between DSHS and any subcontractor of Contractor.

Section 12.15 **Independent Contractor.** Contractor is an independent contractor. Contractor shall direct and be responsible for the performance of its employees, subcontractors, joint venture participants or agents. Contractor is not an agent or employee of the Department or the State of Texas for any purpose whatsoever. For purposes of this Contract, Contractor acknowledges that its employees, subcontractors, joint venture participants or agents will not be eligible for unemployment compensation from the Department or the State of Texas.

Section 12.16 **Authority to Bind.** The person or persons signing this Contract on behalf of Contractor, or representing themselves as signing this Contract on behalf of Contractor, warrant and guarantee that they have been duly authorized by Contractor to execute this Contract for Contractor and to validly and legally bind Contractor to all of its terms.

Section 12.17 **Tax Liability.** Contractor shall comply with all state and federal tax laws and is solely responsible for filing all required state and federal tax forms and making all tax payments. If the Department discovers that Contractor has failed to remain current on a liability to the IRS, this Contract will be subject to remedies and sanctions under this Contract, including immediate termination at the Department's discretion. If the Contract is terminated under this section, the Department will not enter into a contract with Contractor for three (3) years from the date of termination.

Section 12.18 **Notice of Organizational Change.** Contractor shall submit written notice to the contract manager assigned to the Program Attachment within ten (10) business days of any change to the Contractor's name; contact information; key personnel, officer, director or partner; organizational structure, such as merger, acquisition or change in form of business; legal standing; or authority to do business in Texas. A change in Contractor's name and certain changes in organizational structure require an amendment to this Contract in accordance with the Amendments section of these General Provisions.

Section 12.19 **Quality Management.** Contractor shall comply with quality management requirements as directed by the Department.

Section 12.20 **Equipment (Including Controlled Assets) Purchases.** Equipment means an article of nonexpendable, tangible personal property having a useful lifetime of more than one year and an acquisition cost of $5,000 or more, and "controlled assets." Controlled assets include firearms regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more: desktop and laptop computers, non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Contractors on a cost reimbursement payment method shall inventory all equipment. Contractor shall initiate the purchase of all equipment approved in writing by DSHS, in the first quarter of the Contract or Program Attachment term, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter of the Program Attachment must be submitted to the contract manager assigned to the Program Attachment.

Section 12.21 **Supplies.** Supplies are defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.

Section 12.22 **Changes to Equipment List.** All items of equipment purchased with funds under this Contract must be itemized in Contractor's equipment list as finally approved by the Department in the executed Contract. Any changes to the approved equipment list in the executed Contract must be approved in writing by Department prior to the purchase of equipment. Contractor shall submit to the contract manager assigned to the Program Attachment, a written description including complete product specifications and need justification prior to purchasing any item of unapproved equipment. If approved, Department will acknowledge its approval by means of a written amendment or by written acceptance of Contractor's Contract Revision Request, as appropriate.

Section 12.23 **Property Inventory and Protection of Assets.** Contractor shall maintain an inventory of equipment and property described in the Other Intangible Property section of Article XIII and submit an annual cumulative report of the equipment and other property on Form GC-11 (Contractor's Property Inventory Report) to the Department's Contract Oversight and Support Section, Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, no later than October 15th of each year. The report is located on the DSHS website at http://www.dshs.state.tx.us/contracts/forms.shtm. Contractor shall maintain, repair, and protect assets under this Contract to assure their full availability and usefulness. If Contractor is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided or obtained under this Contract, Contractor shall use the proceeds to repair or replace those assets.

Section 12.24 **Bankruptcy.** In the event of bankruptcy, Contractor shall sever Department property, equipment, and supplies in possession of Contractor from the bankruptcy, and title must revert to Department. If directed by DSHS, Contractor shall return all such property, equipment and supplies to DSHS. Contractor shall ensure that its subcontracts, if any, contain a specific provision requiring that in the event the subcontractor's bankruptcy, the subcontractor must sever Department property, equipment, and supplies in possession of the subcontractor from the bankruptcy, and title must revert to Department, who may require that the property, equipment and supplies be returned to DSHS.

Section 12.25 **Title to Property.** At the conclusion of the contractual relationship between the Department and Contractor, for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to Department. Title may be transferred to any other party designated by Department. The Department may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Contractor.

Section 12.26 **Property Acquisitions.** Department funds must not be used to purchase buildings or real property. Any costs related to the initial acquisition of the buildings or real property are not allowable.

Section 12.27 **Disposition of Property.** Contractor shall follow the procedures in the American Hospital Association's (AHA's) "Estimated Useful Lives of Depreciable Hospital Assets" in disposing, at any time during or after the Contract term, of equipment purchased with the Department funds, except when federal or state statutory requirements supersede or when the equipment requires licensure or registration by the state, or when the acquisition price of the equipment is equal to or greater than $5,000. All other equipment not listed in the AHA reference (other than equipment that requires licensure or registration or that has an acquisition cost equal to or greater than $5,000) will be controlled by the requirements of UGMS. If, prior to the end of the useful life, any item of equipment is no longer needed to perform services under this Contract, or becomes inoperable, or if the equipment requires licensure or registration or had an acquisition price equal to or greater

than $5,000, Contractor shall request disposition approval and instructions in writing from the contract manager assigned to the Program Attachment. After an item reaches the end of its useful life, Contractor shall ensure that disposition of any equipment is in accordance with Generally Accepted Accounting Principles, and any applicable federal guidance.

Section 12.28 **Closeout of Equipment.** At the end of the term of a Program Attachment that has no additional renewals or that will not be renewed (Closeout) or when a Program Attachment is otherwise terminated, Contractor shall submit to the contract manager assigned to the Program Attachment, an inventory of equipment purchased with Department funds and request disposition instructions for such equipment. All equipment purchased with Department funds must be secured by Contractor at the time of Closeout or termination of the Program Attachment and must be disposed of according to the Department's disposition instructions, which may include return of the equipment to DSHS or transfer of possession to another DSHS contractor, at Contractor's expense.

Section 12.29 **Assets as Collateral Prohibited.** Contractors on a cost reimbursement payment method shall not encumber equipment purchased with Department funds without prior written approval from the Department.

ARTICLE XIII GENERAL TERMS

Section 13.01 **Assignment.** Contractor shall not transfer, assign, or sell its interest, in whole or in part, in this Contract, or in any equipment purchased with funds from this Contract, without the prior written consent of the Department.

Section 13.02 **Lobbying.** Contractor shall comply with Tex. Gov. Code § 556.0055, which prohibits contractors who receive state funds from using those funds to pay lobbying expenses. Further, Contractor shall not use funds paid under this Contract, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation or policy at any level of government, or to pay the salary or expenses of any person related to any activity designed to influence legislation, regulation, policy or appropriations pending before Congress or the state legislature, or for influencing or attempting to influence an officer or employee of any federal or state 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 contract or the extension, continuation, renewal, amendment, or modification of any contract (31 USC § 1352 and UGMS). If at any time this Contract exceeds $100,000 of federal funds, Contractor shall file with the contract manager assigned to the Program Attachment a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Contractor in connection with this Contract, a certification that none of the funds provided by Department have been or will be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom Contractor has an agreement. Contractor shall file the declaration, certification, and disclosure at the time of application for this Contract; upon execution of this Contract unless Contractor previously filed a declaration, certification, or disclosure form in connection with the award; and at the end of each calendar quarter in which any event occurs that materially affects the accuracy of the information contained in any declaration, certification, or disclosure previously filed. Contractor shall require any person who requests or receives a subcontract to file the same declaration, certification, and disclosure with the contract manager assigned to the Program Attachment. Contractor shall also comply, as applicable, with the lobbying restrictions and requirements in 2 CFR Part 230 (OMB Circulars A-122), Appendix B paragraph 25; 2 CFR Part 225 (A-87) Appendix B section 24; 2 CFR §215.27 (A-110) and 2 CFR Part 220 (A-21) Appendix A, subsection J.17 and J.28. Contractor shall include this provision in any subcontracts.

Section 13.03 **Conflict of Interest.** Contractor represents to the Department that it and its -subcontractors, if

any, do not have nor shall Contractor or its subcontractors knowingly acquire or retain, any financial or other interest that would conflict in any manner with the performance of their obligations under this Contract. Potential conflicts of interest include, but are not limited to, an existing or potential business or personal relationship between Contractor (or subcontractor), its principal (or a member of the principal's immediate family), or any affiliate or subcontractor and the Department or HHSC, their commissioners or employees, or any other entity or person involved in any way in any project that is the subject of this Contract. Contractor shall establish safeguards to prohibit employees and subcontractors and their employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. If, at any time during the term of this Contract, Contractor or any of its subcontractors has a conflict of interest or potential conflict of interest, Contractor shall disclose the actual or potential conflict of interest to the contract manager assigned to the Program Attachment within ten (10) days of when Contractor becomes aware of the existence of the actual or potential conflict of interest. Contractor shall require each of its subcontractors to report to Contractor any conflict of interest or potential conflict of interest the subcontractor has or may have within ten (10) days of when the subcontractor becomes aware of the actual or potential conflict of interest.

Section 13.04 **Transactions Between Related Parties.** Contractor shall identify and report to DSHS any transactions between Contractor and a related party that is part of the work that the Department is purchasing under this Contract before entering into the transaction or immediately upon discovery. Contractor shall submit to the contract manager assigned to the Program Attachment the name, address and telephone number of the related party, how the party is related to Contractor and the work the related party will perform under this Contract. A related party is a person or entity related to Contractor by blood or marriage, common ownership or any association that permits either to significantly influence or direct the actions or policies of the other. Contractor, for purposes of reporting transactions between related parties, includes the entity contracting with the Department under this Contract as well as the chief executive officer, chief financial officer and program director of Contractor. Contractor shall comply with Tex. Gov. Code Chapter 573. Contractor shall maintain records and supply any additional information requested by the Department, regarding a transaction between related parties, needed to enable the Department to determine the appropriateness of the transaction pursuant to applicable state or federal law, regulations or circulars, which may include 45 CFR part 74, OMB Circ. No. A-110, 2 CFR § 215.42, and UGMS.

Section 13.05 **Intellectual Property.** Tex. Health & Safety Code § 12.020 authorizes DSHS to protect intellectual property developed as a result of this Contract.

a) "Intellectual property" means created property that may be protected under copyright, patent, or trademark/service mark law.
b) For purposes of this Contract intellectual property prepared for DSHS use, or a work specially ordered or commissioned through a contract for DSHS use is "work made for hire." DSHS owns works made for hire unless it agrees otherwise by contract. To the extent that title and interest to any such work may not, by operation of law, vest in DSHS, or such work may not be considered a work made for hire, Contractor irrevocably assigns the rights, title and interest therein to DSHS. DSHS has the right to obtain and hold in its name any and all patents, copyrights, registrations or other such protections as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor shall give DSHS and the State of Texas, as well as any person designated by DSHS and the State of Texas, all assistance required to perfect the rights defined herein without charge or expense beyond those amounts payable to Contractor for goods provided or services rendered under this Contract.
c) If federal funds are used to finance activities supported by this Contract that result in the production of intellectual property, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal

government purposes (1) the copyright in any intellectual property developed under this Contract, including any subcontract; and (2) any rights of copyright to which a Contractor purchases ownership with contract funds. Contractor shall place an acknowledgment of federal awarding agency grant support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of or describing a grant-supported activity. An acknowledgment must be to the effect that "This publication was made possible by grant number _____ from (federal awarding agency)" or "The project described was supported by grant number _____ from (federal awarding agency)" and "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the (federal awarding agency)."

d) If the terms of a federal grant award the copyright to Contractor, DSHS reserves a royalty-free, nonexclusive, worldwide and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for DSHS, public health, and state governmental noncommercial purposes (1) the copyright, trademark, service mark, and/or patent on an invention, discovery, or improvement to any process, machine, manufacture, or composition of matter; products; technology; scientific information; trade secrets; and computer software, in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright, service or trade marks or patents to which a grantee, subgrantee or a Contractor purchases ownership with contract funds.

e) If the results of the contract performance are subject to copyright law, Contractor cannot publish those results without prior review and approval of DSHS. Contractor shall submit requests for review and approval to the contract manager assigned to the Program Attachment.

Section 13.06 **Other Intangible Property.** At the conclusion of the contractual relationship between Department and Contractor, for any reason, Department shall have the sole ownership rights and interest in all non-copyrightable intangible property that was developed, produced or obtained by Contractor as a specific requirement under this Contract or under any grant that funds this Contract, such as domain names, URLs, software licenses, etc. Contractor shall inventory all such non-copyrightable intangible property. Contractor shall cooperate with Department and perform all actions necessary to transfer ownership of such property to the Department or its designee, or otherwise affirm Department's ownership rights and interest in such property. This provision will survive the termination or expiration of this Contract.

Section 13.07 **Severability and Ambiguity.** If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue. The Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

Section 13.08 **Legal Notice.** Any notice required or permitted to be given by the provisions of this Contract will be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address specified by the Party to the other Party in writing or, if sent by certified mail, on the date of receipt.

Section 13.09 **Successors.** This Contract will be binding upon the Parties and their successors and assignees, except as expressly provided in this Contract.

Section 13.10 **Headings.** The articles and section headings used in this Contract are for convenience of reference only and will not be construed in any way to define, limit or describe the scope or intent of any provisions.

Section 13.11 **Parties.** The Parties represent to each other that they are entities fully familiar with transactions of the kind reflected by the contract documents, and are capable of understanding the terminology

and meaning of their terms and conditions and of obtaining independent legal advice pertaining to this Contract.

Section 13.12 **Survivability of Terms.** Termination or expiration of this Contract or a Program Attachment for any reason will not release either Party from any liabilities or obligations in this Contract that (a) the Parties have expressly agreed will survive any such termination or expiration, or (b) remain to be performed or (c) by their nature would be intended to be applicable following any such termination or expiration.

Section 13.13 **Direct Operation.** At the Department's discretion, the Department may temporarily assume operations of a Contractor's program or programs funded under this Contract when the continued operation of the program by Contractor puts at risk the health or safety of clients and/or participants served by Contractor.

Section 13.14 **Customer Service Information.** If requested, Contractor shall supply such information as required by the Department to comply with the provisions of Tex. Gov. Code Chapter 2114 regarding Customer Service surveys.

Section 13.15 **Amendment.** The Parties agree that the Department may unilaterally reduce funds pursuant to the terms of this Contract without the written agreement of Contractor. All other amendments to this Contract must be in writing and agreed to by both Parties, except as otherwise specified in the Contractor's Notification of Change to Certain Contract Provisions section or the Contractor's Request for Revision to Certain Contract Provisions section of this Article. Contractor's request for certain budget revisions or other amendments must be submitted in writing, including a justification for the request, to the contract manager assigned to the Program Attachment; and if a budget revision or amendment is requested during the last quarter of the Contract or Program Attachment term, as applicable, Contractor's written justification must include a reason for the delay in making the request. Revision or other amendment requests may be granted at the discretion of DSHS. Except as otherwise provided in this Article, Contractor shall not perform or produce, and DSHS will not pay for the performance or production of, different or additional goods, services, work or products except pursuant to an amendment of this Contract that is executed in compliance with this section; and DSHS will not waive any term, covenant, or condition of this Contract unless by amendment or otherwise in compliance with this Article.

Section 13.16 **Contractor's Notification of Change to Certain Contract Provisions.** The following changes may be made to this Contract without a written amendment or the Department's prior approval:

a) contractor's contact person and contact information;
b) contact information for key personnel, as stated in Contractor's response to the Solicitation Document, if any;
c) cumulative budget transfers that exceed 10% among direct cost categories, other than the equipment category, of cost reimbursement contract Program Attachments of less than $100,000, provided that the total budget amount is unchanged;
d) minor corrections or clarifications to the Contract language that in no way alter the scope of work, objectives or performance measures; and
e) a change in Contractor's share of the budget concerning non-DSHS funding other than program income and match, regardless of the amount of the change, provided that in changing the budget, Contractor is not supplanting DSHS funds.

Contractor within ten (10) calendar days shall notify in writing the contract manager assigned to the Program Attachment of any change enumerated in this section. The notification may be by letter, fax or email. Cumulative budget line item transfers of 10% or less among direct cost categories, other than equipment, of cost reimbursement contracts of any amount do not require written amendment or prior approval or

notification.

Section 13.17 **Contractor's Request for Revision of Certain Contract Provisions.** A Contractor's Revision Request is an alternative method for amending certain specified provisions of this Contract that is initiated by Contractor, but must be approved by DSHS. The following amendments to this Contract may be made through a Contractor's Revision Request, rather than through the amendment process described in the Amendment section of this Article:

a) cumulative budget transfers among direct cost categories, other than the equipment category, that exceed 10% of Program Attachments of $100,000 or more, provided that the total budget amount is unchanged;
b) budget transfer to other categories of funds for direct payment to trainees for training allowances;
c) change in clinic hours or location;
d) change in the equipment list substituting an item of equipment equivalent to an item of equipment on the approved budget;
e) changes in the equipment category of a previously approved equipment budget (other than acquisition of additional equipment, which requires an amendment to this Contract); and
f) changes specified in applicable OMB Circular cost principles as requiring prior approval, regardless of dollar threshold (e.g., foreign travel expenses, overtime premiums, membership fees.

In order to request a revision of any of the enumerated provisions, Contractor shall obtain a Contract Revision Request form from the DSHS website available at http://www.dshs.state.tx.us/grants/forms.shtm, and complete the form as directed by the Department. Two copies of the completed form must be signed by Contractor's representative who is authorized to sign contracts on behalf of Contractor, and both original, signed forms must be submitted to the contract manager assigned to the Program Attachment. Any approved revision will not be effective unless signed by the DSHS Director of the Client Services Contracting Unit. A separate Contractor Revision Request is required for each Program Attachment to be revised. Circumstances of a requested contract revision may indicate the need for an amendment described in the Amendment section of this Article rather than a contract revision amendment under this section.

Section 13.18 **Immunity Not Waived.** THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

Section 13.19 **Hold Harmless and Indemnification.** Contractor, as an independent contractor, agrees to hold Department, the State of Texas, individual state employees and officers, and the federal government harmless and to indemnify them from any and all liability, suits, claims, losses, damages and judgments; and to pay all costs, fees, and damages to the extent that such costs, fees, and damages arise from performance or nonperformance of Contractor, its employees, subcontractors, joint venture participants or agents under this Contract.

Section 13.20 **Waiver.** Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract will not constitute a waiver of either Party's rights under this Contract.

Section 13.21 **Electronic and Information Resources Accessibility and Security Standards.** As required by 1 Tex. Admin. Code Chapters 213 and 206, as a state agency, DSHS must procure products that comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 Tex. Admin. Code Chapter 213 and Website Accessibility Standards/Specifications specified in 1 Tex. Admin.

Code Chapter 206 (collectively EIR Standards) when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. If performance under this Contract includes the development, modification or maintenance of a website or other electronic and information resources for DSHS or for the public on behalf of DSHS, Contractor certifies that the website or other electronic and information resources comply with the EIR Standards. Contractor further certifies that any network hardware or software purchased or provided under this Contract has undergone independent certification testing for known and relevant vulnerabilities, in accordance with rules adopted by Department of Information Resources.

Section 13.22 **Force Majeure.** Neither Party will be liable for any failure or delay in performing all or some of its obligations, as applicable, under this Contract if such failure or delay is due to any cause beyond the reasonable control of such Party, including, but not limited to, extraordinarily severe weather, strikes, natural disasters, fire, civil disturbance, epidemic, war, court order, or acts of God. The existence of any such cause of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the cause of the delay or failure no longer exists and, if applicable, for any reasonable period of time thereafter required to resume performance. A Party, within a period of time reasonable under the circumstances, must inform the other by any reasonable method (phone, email, etc.) and, as soon as practicable, must submit written notice with proof of receipt, of the existence of a force majeure event or otherwise waive the right as a defense to non-performance.

Section 13.23 **Interim Contracts.** The Parties agree that the Contract and/or any of its Program Attachments will automatically continue as an "Interim Contract" beyond the expiration date of the term of the Contract or Program Attachment(s), as applicable, under the following circumstances: (1) on or shortly prior to the expiration date of the Contract or Program Attachment, there is a state of disaster declared by the Governor that affects the ability or resources of the DSHS contract or program staff managing the Contract to complete in a timely manner the extension, renewal, or other standard contract process for the Contract or Program Attachment; and (2) DSHS makes the determination in its sole discretion that an Interim Contract is appropriate under the circumstances. DSHS will notify Contractor promptly in writing if such a determination is made. The notice will specify whether DSHS is extending the Contract or Program Attachment for additional time for Contractor to perform or complete the previously contracted goods and services (with no new or additional funding) or is purchasing additional goods and services as described in the Program Attachment for the term of the Interim Contract, or both. The notice will include billing instructions and detailed information on how DSHS will fund the goods or services to be procured during the Interim Contract term. The Interim Contract will terminate thirty (30) days after the disaster declaration is terminated unless the Parties agree to a shorter period of time.

Section 13.24 **Cooperation and Communication.** Contractor shall cooperate with Department staff and, as applicable, other DSHS contractors, and shall promptly comply with requests from DSHS for information or responses to DSHS inquiries concerning Contractor's duties or responsibilities under this Contract.

ARTICLE XIV BREACH OF CONTRACT AND REMEDIES FOR NON-COMPLIANCE

Section 14.01 **Actions Constituting Breach of Contract.** Actions or inactions that constitute breach of contract include, but are not limited to, the following:

a) failure to properly provide the services and/or goods purchased under this Contract;
b) failure to comply with any provision of this Contract, including failure to comply with all applicable statutes, rules or regulations;
c) failure to pay refunds or penalties owed to the Department;

d) failure to comply with a repayment agreement with the Department or agreed order issued by the Department;
e) failure by Contractor to provide a full accounting of funds expended under this Contract;
f) discovery of a material misrepresentation in any aspect of Contractor's application or response to the Solicitation Document;
g) any misrepresentation in the assurances and certifications in Contractor's application or response to the Solicitation Document or in this Contract; or
h) Contractor is on or is added to the Excluded Parties List System (EPLS).

Section 14.02 **General Remedies and Sanctions.** The Department will monitor Contractor for both programmatic and financial compliance. The remedies and sanctions in this section are available to the Department against Contractor and any entity that subcontracts with Contractor for provision of services or goods. HHSC OIG may investigate, audit and impose or recommend imposition of remedies or sanctions to Department for any breach of this Contract and may monitor Contractor for financial compliance. The Department may impose one or more remedies or sanctions for each item of noncompliance and will determine remedies or sanctions on a case-by-case basis. Contractor is responsible for complying with all of the terms of this Contract. The listing of or use of one or more of the remedies or sanctions in this section does not relieve Contractor of any obligations under this Contract. A state or federal statute, rule or regulation, or federal guideline will prevail over the provisions of this Article unless the statute, rule, regulation, or guideline can be read together with the provision(s) of this Article to give effect to both. If Contractor breaches this Contract by failing to comply with one or more of the terms of this Contract, including but not limited to compliance with applicable statutes, rules or regulations, the Department may take one or more of the following actions:

a) terminate this Contract or a Program Attachment of this Contract as it relates to a specific program type. In the case of termination, the Department will inform Contractor of the termination no less than thirty (30) calendar days before the effective date of the termination in a notice of termination, except for circumstances that require immediate termination as described in the Emergency Action section of this Article. The notice of termination will state the effective date of the termination, the reasons for the termination, and, if applicable, alert Contractor of the opportunity to request a hearing on the termination pursuant to Tex. Gov. Code Chapter 2105 regarding administration of Block Grants. Contractor shall not make any claim for payment or reimbursement for services provided from the effective date of termination;
b) suspend all or part of this Contract. Suspension is an action taken by the Department in which the Contractor is notified to temporarily (1) discontinue performance of all or part of the Contract, and/or (2) discontinue incurring expenses otherwise allowable under the Contract as of the effective date of the suspension, pending DSHS's determination to terminate or amend the Contract or permit the Contractor to resume performance and/or incur allowable expenses. Contractor shall not bill DSHS for services performed during suspension, and Contractor's costs resulting from obligations incurred by Contractor during a suspension are not allowable unless expressly authorized by the notice of suspension;
c) deny additional or future contracts with Contractor;
d) reduce the funding amount for failure to 1) provide goods and services as described in this Contract or consistent with Contract performance expectations, 2) achieve or maintain the proposed level of service, 3) expend funds appropriately and at a rate that will make full use of the award, or 4) achieve local match, if required;
e) disallow costs and credit for matching funds, if any, for all or part of the activities or action not in compliance;
f) temporarily withhold cash payments. Temporarily withholding cash payments means the temporary

withholding of a working capital advance, if applicable, or reimbursements or payments to Contractor for proper charges or obligations incurred, pending resolution of issues of noncompliance with conditions of this Contract or indebtedness to the United States or to the State of Texas;

g) permanently withhold cash payments. Permanent withholding of cash payment means that Department retains funds billed by Contractor for (1) unallowable, undocumented, disputed, inaccurate, improper, or erroneous billings; (2) material failure to comply with Contract provisions; or (3) indebtedness to the United States or to the State of Texas;
h) declare this Contract void upon the Department's determination that this Contract was obtained fraudulently or upon the Department's determination that this Contract was illegal or invalid from this Contract's inception and demand repayment of any funds paid under this Contract;
i) request that Contractor be removed from the Centralized Master Bidders List (CMBL) or any other state bid list, and barred from participating in future contracting opportunities with the State of Texas;
j) delay execution of a new contract or contract renewal with Contractor while other imposed or proposed sanctions are pending resolution;
k) place Contractor on probation. Probation means that Contractor will be placed on accelerated monitoring for a period not to exceed six (6) months at which time items of noncompliance must be resolved or substantial improvement shown by Contractor. Accelerated monitoring means more frequent or more extensive monitoring will be performed by Department than would routinely be conducted;
l) require Contractor to obtain technical or managerial assistance;
m) establish additional prior approvals for expenditure of funds by Contractor;
n) require additional or more detailed, financial and/or programmatic reports to be submitted by Contractor;
o) demand repayment from Contractor when it is verified that Contractor has been overpaid, e.g., because of disallowed costs, payments not supported by proper documentation, improper billing or accounting practices, or failure to comply with Contract terms;
p) pursue a claim for damages as a result of breach of contract;
q) require Contractor to prohibit any employee or volunteer of Contractor from performing under this Contract or having direct contact with DSHS-funded clients or participants, or require removal of any employee, volunteer, officer or governing body member, if the employee, volunteer, officer or member of the governing body has been indicted or convicted of the misuse of state or federal funds, fraud or illegal acts that are in contraindication to continued obligations under this Contract, as reasonably determined by DSHS;
r) withhold any payments to Contractor to satisfy any recoupment, liquidated damages, match insufficiency, or any penalty (if the penalty is permitted by statute) imposed by DSHS, and take repayment from funds available under this Contract in amounts necessary to fulfill Contractor's payment or repayment obligations;
s) reduce the Contract term;
t) recoup improper payments when it is verified that Contractor has been overpaid, e.g., because of disallowed costs, payments not supported by proper documentation, improper billing or accounting practices or failure to comply with Contract terms;
u) assess liquidated damages;
v) demand repayment of an amount equal to the amount of any match Contractor failed to provide, as determined by DSHS;
w) impose other remedies, sanctions or penalties permitted by statute.

Section 14.03 **Notice of Remedies or Sanctions.** Department will formally notify Contractor in writing

when a remedy or sanction is imposed (with the exception of accelerated monitoring, which may be unannounced), stating the nature of the remedies and sanction(s), the reasons for imposing them, the corrective actions, if any, that must be taken before the actions will be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the remedies and sanctions imposed. Other than in the case of repayment or recoupment, Contractor is required to file, within fifteen (15) calendar days of receipt of notice, a written response to Department acknowledging receipt of such notice. If requested by the Department, the written response must state how Contractor shall correct the noncompliance (corrective action plan) or demonstrate in writing that the findings on which the remedies or sanction(s) are based are either invalid or do not warrant the remedies or sanction(s). If Department determines that a remedy or sanction is warranted, unless the remedy or sanction is subject to review under a federal or state statute, regulation, rule, or guideline, Department's decision is final. Department will provide written notice to Contractor of Department's decision. If required by the Department, Contractor shall submit a corrective action plan for DSHS approval and take corrective action as stated in the approved corrective action plan. If DSHS determines that repayment is warranted, DSHS will issue a demand letter to Contractor for repayment. If full repayment is not received within the time limit stated in the demand letter, and if recoupment is available, DSHS will recoup the amount due to DSHS from funds otherwise due to Contractor under this Contract.

Section 14.04 **Emergency Action.** In an emergency, Department may immediately terminate or suspend all or part of this Contract, temporarily or permanently withhold cash payments, deny future contract awards, or delay contract execution by delivering written notice to Contractor, by any verifiable method, stating the reason for the emergency action. An "emergency" is defined as the following:

a) Contractor is noncompliant and the noncompliance has a direct adverse effect on the public or client health, welfare or safety. The direct adverse effect may be programmatic or financial and may include failing to provide services, providing inadequate services, providing unnecessary services, or using resources so that the public or clients do not receive the benefits contemplated by the scope of work or performance measures; or
b) Contractor is expending funds inappropriately.

Whether Contractor's conduct or noncompliance is an emergency will be determined by Department on a case-by-case basis and will be based upon the nature of the noncompliance or conduct.

ARTICLE XV CLAIMS AGAINST THE DEPARTMENT

Section 15.01 **Breach of Contract Claim.** The process for a breach of contract claim against the Department provided for in Tex. Gov. Code Chapter 2260 and implemented in Department Rules §§ 4.11-4.24 will be used by DSHS and Contractor to attempt to resolve any breach of contract claim against DSHS.

Section 15.02 **Notice.** Contractor's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business must be submitted to the negotiation process provided in Tex. Gov Code Chapter 2260, subchapter B. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to DSHS's Office of General Counsel. The notice must specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice must also be given to all other representatives of DSHS and Contractor. Subchapter B is a condition precedent to the filing of a contested case proceeding under Tex. Gov. Code Chapter 2260, subchapter C.

Section 15.03 **Sole Remedy.** The contested case process provided in Tex. Gov. Code Chapter 2260, subchapter C, is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by DSHS if the Parties are unable to resolve their disputes under this Article.

Section 15.04 **Condition Precedent to Suit.** Compliance with the contested case process provided in Tex. Gov. Code Chapter 2260, subchapter C, is a condition precedent to seeking consent to sue from the Legislature under Tex. Civ. Prac. & Rem. Code Chapter 107. Neither the execution of this Contract by DSHS nor any other conduct of any representative of DSHS relating to this Contract will be considered a waiver of sovereign immunity to suit.

Section 15.05 **Performance Not Suspended.** Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Contractor, in whole or in part.

ARTICLE XVI TERMINATION AND TEMPORARY SUSPENSION

Section 16.01 **Expiration of Contract or Program Attachment(s).** Except as provided in the Survivability of Terms section of the General Terms Article, Contractor's service obligations stated in each Program Attachment will end upon the expiration date of that Program Attachment unless extended or renewed by written amendment. Prior to completion of the term of all Program Attachments, all or a part of this Contract may be terminated with or without cause under this Article.

Section 16.02 **Effect of Termination.** Termination is the permanent withdrawal of Contractor's authority to obligate previously awarded funds before that authority would otherwise expire or the voluntary relinquishment by Contractor of the authority to obligate previously awarded funds. Contractor's costs resulting from obligations incurred by Contractor after termination of an award are not allowable unless expressly authorized by the notice of termination. Upon termination of this Contract or Program Attachment, as applicable, Contractor shall cooperate with DSHS to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract or Program Attachment, as applicable, to DSHS or another entity designated by DSHS. Upon termination of all or part of this Contract, Department and Contractor will be discharged from any further obligation created under the applicable terms of this Contract or the Program Attachment, as applicable, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination and for Contractor's duty to cooperate with DSHS, and except as provided in the Survivability of Terms section of the General Terms Article. Termination does not, however, constitute a waiver of any remedies for breach of this Contract. In addition, Contractor's obligations to retain records and maintain confidentiality of information will survive this Contract.

Section 16.03 **Acts Not Constituting Termination.** Termination does not include the Department's (1) withdrawal of funds awarded on the basis of Contractor's underestimate of the unobligated balance in a prior period; (2) withdrawal of the unobligated balance at the expiration of the term of a program attachment; (3) refusal to extend a program attachment or award additional funds to make a competing or noncompeting continuation, renewal, extension, or supplemental award; (4) non-renewal of a contract or program attachment at Department's sole discretion; or (5) voiding of a contract upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception.

Section 16.04 **Termination or Temporary Suspension Without Cause.**

a) Either Party may terminate this Contract or a Program Attachment, as applicable, with at least thirty (30) calendar days prior written notice to the other Party, except that if Contractor seeks to terminate a Contract or Program Attachment that involves residential client services, Contractor shall give the Department at least ninety (90) calendar days prior written notice and shall submit a transition plan to ensure client services are not disrupted.
b) The Parties may terminate this Contract or a Program Attachment by mutual agreement.
c) DSHS may temporarily suspend or terminate this Contract or a Program Attachment if funds become

unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendments to the Appropriations Act, health and human services consolidations, or any disruption of current appropriated funding for this Contract or Program Attachment. Contractor will be notified in writing of any termination or temporary suspension or of any cessation of temporary suspension. Upon notification of temporary suspension, Contractor shall discontinue performance under the Contract as of the effective date of the suspension, for the duration of the suspension.

d) Department may terminate this Contract or a Program Attachment immediately when, in the sole determination of Department, termination is in the best interest of the State of Texas.

Section 16.05 **Termination For Cause.** Either Party may terminate for material breach of this Contract with at least thirty (30) calendar days written notice to the other Party. Department may terminate this Contract, in whole or in part, for breach of contract or for any other conduct that jeopardizes the Contract objectives, by giving at least thirty (30) calendar days written notice to Contractor. Such conduct may include one or more of the following:

a) Contractor has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
b) Contractor fails to communicate with Department or fails to allow its employees or those of its subcontractor to communicate with Department as necessary for the performance or oversight of this Contract;
c) Contractor breaches a standard of confidentiality with respect to the services provided under this Contract;
d) Department determines that Contractor is without sufficient personnel or resources to perform under this Contract or that Contractor is otherwise unable or unwilling to fulfill any of its requirements under this Contract or exercise adequate control over expenditures or assets;
e) Department determines that Contractor, its agent or another representative offered or gave a gratuity (e.g., entertainment or gift) to an official or employee of DSHS or HHSC for the purpose of obtaining a contract or favorable treatment;
f) Department determines that this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements or statement(s) of work or Solicitation Document on which this Contract is based in violation of Tex. Gov. Code § 2155.004; or Department determines that Contractor was ineligible to receive this Contract under Tex. Gov. Code §§ 2155.006 or 2261.053 related to certain disaster response contracts;
g) Contractor appears to be financially unstable. Indicators of financial instability may include one or more of the following:
    1) Contractor fails to make payments for debts;
    2) Contractor makes an assignment for the benefit of its creditors;
    3) Contractor admits in writing its inability to pay its debts generally as they become due;
    4) if judgment for the payment of money in excess of $50,000 (that is not covered by insurance) is rendered by any court or governmental body against Contractor, and Contractor does not (a) discharge the judgment, or (b) provide for its discharge in accordance with its terms, or (c) procure a stay of execution within thirty (30) calendar days from the date of entry of the judgment, or (d) if the execution is stayed, within the thirty (30)-day period or a longer period during which execution of the judgment has been stayed, appeal from the judgment and cause the execution to be stayed during such appeal while providing such reserves for the judgment as may be required under Generally Accepted Accounting Principles;
    5) a writ or warrant of attachment or any similar process is issued by any court against all or any

material portion of the property of Contractor, and such writ or warrant of attachment or any similar process is not released or bonded within thirty (30) calendar days after its issuance;

6) Contractor is adjudicated bankrupt or insolvent;
7) Contractor files a case under the Federal Bankruptcy Code or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction then in effect, or consents to the filing of any case or petition against it under any such law;
8) any property or portion of the property of Contractor is sequestered by court order and the order remains in effect for more than thirty (30) calendar days after Contractor obtains knowledge of the sequestration;
9) a petition is filed against Contractor under any state reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction then in effect, and the petition is not dismissed within thirty (30) calendar days; or
10) Contractor consents to the appointment of a receiver, trustee, or liquidator of Contractor or of all or any part of its property;

h) Contractor's management system does not meet the UGMS management standards; or
i) Any required license, certification, permit, registration or approval required to conduct Contractor's business or to perform services under this Contract is not obtained or is revoked, is surrendered, expires, is not renewed, is inactivated or is suspended.

Section 16.06 **Notice of Termination.** Either Party may deliver written notice of intent to terminate by any verifiable method. If either Party gives notice of its intent to terminate all or a part of this Contract, Department and Contractor shall attempt to resolve any issues related to the anticipated termination in good faith during the notice period.

ARTICLE XVII VOID, SUSPENDED, AND TERMINATED CONTRACTS

Section 17.01 **Void Contracts.** Department may void this Contract upon determination that the award was obtained fraudulently or was otherwise illegal or invalid from its inception.

Section 17.02 **Effect of Void, Suspended, or Involuntarily Terminated Contract.** A Contractor who has been a party to a contract with DSHS that has been found to be void, or is suspended, or is terminated for cause is not eligible for expansion of current contracts, if any, or new contracts or renewals until, in the case of suspension or termination, the Department has determined that Contractor has satisfactorily resolved the issues underlying the suspension or termination. Additionally, if this Contract is found to be void, any amount paid is subject to repayment.

Section 17.03 **Appeals Rights.** Pursuant to Tex. Gov. Code § 2105.302, after receiving notice from the Department of termination of a contract with DSHS funded by block grant funds, Contractor may request an administrative hearing under Tex. Gov. Code Chapter 2001.

ARTICLE XVIII CLOSEOUT

Section 18.01 **Cessation of Services At Closeout.** Upon expiration of this Contract or Program Attachment, as applicable, (and any renewals of this Contract or Program Attachment) on its own terms, Contractor shall cease services under this Contract or Program Attachment; and shall cooperate with DSHS to the fullest extent possible upon expiration or prior to expiration, as necessary, to ensure the orderly and safe transfer of responsibilities under this Contract to DSHS or another entity designated by DSHS. Upon receiving notice of

Contract or Program Attachment termination or non-renewal, Contractor shall immediately begin to effect an orderly and safe transition of recipients of services to alternative service providers, as needed. Contractor also shall completely cease providing services under this Contract or Program Attachment by the date specified in the termination or non-renewal notice. Contractor shall not bill DSHS for services performed after termination or expiration of this Contract or Program Attachment, or incur any additional expenses once this Contract or Program Attachment is terminated or has expired. Upon termination, expiration (with no renewal) or non-renewal of this Contract or a Program Attachment, Contractor shall immediately initiate Closeout activities described in this Article.

Section 18.02 **Administrative Offset.** The Department has the right to administratively offset amounts owed by Contractor against billings.

Section 18.03 **Deadline for Closeout.** Contractor shall submit all financial, performance, and other Closeout reports required under this Contract within sixty (60) calendar days after the Contract or Program Attachment end date. Unless otherwise provided under the Final Billing Submission section of the Payment Methods and Restrictions Article, the Department is not liable for any claims that are not received within sixty (60) calendar days after the Contract or Program Attachment end date.

Section 18.04 **Payment of Refunds.** Any funds paid to Contractor in excess of the amount to which Contractor is finally determined to be entitled under the terms of this Contract constitute a debt to the Department and will result in a refund due, which Contractor shall pay within the time period established by the Department.

Section 18.05 **Disallowances and Adjustments.** The Closeout of this Contract or Program Attachment does not affect the Department's right to disallow costs and recover funds on the basis of a later audit or other review or Contractor's obligation to return any funds due as a result of later refunds, corrections, or other transactions.

Hidalgo County and Human Services
Contractors Approved Work Plan
Exhibit A

By June 30, 2013, Contractor shall:

Open one (1) additional Baby Café site in the community in Hidalgo County;

Visit with a minimum of 30 pregnant or breastfeeding mothers in the community at additional Baby Café site;

Establish a sustainability plan for the project;

Disseminate quarterly promotional spots to be picked up by local media such as newspaper, county website, television and/or radio. A quarterly letter will be submitted to the editor of the local newspaper describing project;

Develop a referral system for Baby Café in coordination with local health care providers who serve pregnant women;

Establish at least one (1) Mother-Friendly Worksite in the target area;

Provide a Client Center Nutrition Education (CCNE) breastfeeding class to WIC mothers attending the Baby Café. This facilitated discussion class will allow them to receive credit for their Nutrition Education requirement at WIC and will also expedite the issuance of their WIC benefits at the WIC clinic they participate at; and

Increase the number of Breastfeeding Friendly Establishments in the community in Hidalgo County.

Exhibit B

Guidelines for End-of-Year Report
DSHS Contract Number: 2012-041053-001

For the End-of-Year Report, please address the areas outlined below. While some of the questions specifically address the community project others ask you to describe other general community efforts (e.g., funding, partnerships, etc.) which you may or may not have information about for your report. If you do not have information to report in any given section, please just state so in your report. This information is helpful in providing required reports to the Centers for Disease Control and Prevention, who ultimately funds this community initiative. For each reporting area, please attach relevant documents if they are available.

a) **RESOURCES**: Please describe any additional resources, if any, obtained in the current fiscal year to advance the community project. Include federal programs, state programs, foundation grants, contributions from private businesses, or any other additional funds for this fiscal year. For each additional funding source, please list the amount and purpose for the funding;

b) **PARTNERSHIPS**: Please provide information about all local partnerships that have helped to coordinate efforts around your community project. Please indicate whether each partnership is new or pre-existing, and explain what the partner specifically contributed to advance the community project. Finally, please indicate whether there is any formal contract or Memorandum of Understanding with each partner or organization;

c) **COALITIONS**: Were any new coalitions, task forces, committees and/or work groups related to the community project established during this fiscal year? If so, please provide the name of the group/organization and its purpose. If there are existing coalitions/task forces/committees/work groups, e.g., established prior to this fiscal year, related to the community project, please provide the 3 main activities conducted this fiscal year. If any existing coalitions/task forces/committees/work groups were disbanded, please list them as well;

d) **POLICY**: Describe any policy changes affecting the community project that were initiated, modified, or enforced during this reporting period. This includes policy changes that may have directly occurred as a result of the community project itself OR policy changes that supported your community project to move forward. Policy changes can apply to any setting (e.g., worksite policies, local ordinances, organization-specific policies, etc.);

e) **ENVIRONMENTAL CHANGES**: The community project addresses an environmental change (intervention that alters the physical environment to make healthy eating and/or physical activity and easier choice). Please describe any additional environmental changes that may have occurred as a result of your efforts in the community as applicable;

f) **IMPACT OF IMPLEMENTATION**: Please indicate the total number of

individuals, sites, sectors, participants, etc. reached as applicable to your specific project. Include absolute number, proportions, and representativeness for each initiative and for the project as a whole;

g) **BARRIERS TO IMPLEMENTATION**: Please describe any barriers that have been encountered with regard to implementing activities related to your project. Describe solutions that were developed to overcome these barriers;

h) **EVALUATION**: Please include any evaluation that has been conducted to date for the activities related to your project. This may include an evaluation plan, documentation of participation, surveys/survey results, interview results, etc. If community partners or stakeholders assisted in the development or conducting of evaluation, please describe these partners and their contributions to the evaluation. If you have reported any evaluation results during this fiscal year (e.g., to the general community, an advocacy group, city government, etc.) please list the topic, to whom (e.g., the audience) and how (e.g. paper, speech, website, fact sheet, etc.) that you used to report these results and attach examples;

i) **ACCOMPLISHMENTS**: Please describe the single most significant accomplishment of your community project to date;

j) **OTHER**: Please include any additional pertinent information regarding this project that has not already been addressed;

k) **FEEDBACK**: Any concerns, comments, questions that you may have that need to be answered by DSHS. Please address any technical assistance or training you may find useful from the DSHS Nutrition, Physical Activity and Obesity Prevention Program.

The report is due on or before the last day of the contract term (June 30, 2013) to Christina Thi at DSHS Nutrition, Physical Activity and Obesity Prevention Program. Preferred method of submission is electronically to DSHS: Christina.Thi@dshs.state.tx.us; however, if an electronic submission is not possible, please fax the report to 512-458-7618 Attention: Christina Thi.

If you have any questions, please contact Christina Thi at DSHS (Christina.Thi@dshs.state.tx.us or 512-776- 6906).

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TDD: 1-800-735-2989

DAVID L. LAKEY, M.D.
COMMISSIONER

Letter of Amendment

June 15, 2012

Norma L. Longoria, WIC Director
LA #012, Hidalgo County Health & Human Services
WIC Administrative Office
3105 West University Drive
Edinburg, TX 78539

Dear Ms. Longoria:

The Hidalgo County Health & Human Services WIC contract will be amended to reflect revisions as detailed in the table below. This letter constitutes a formal contract amendment.

Project	Project Contact	Current Award Amount	Amended Amount Increase	Amended Amount (Decrease)	Revised Project Total
Peer Counselor	Kristina Arrieta kristina.arrieta@dshs.state.tx,us (512) 341-4593	**$935,890.00**	**$82,463.00**		**$1,018,353.00**
Obesity	Angela Gil angela.gil@dshs.state.tx.us (512) 341-4590	**$16,000.00**	**$8,000.00**		**$24,000.00**
Lactation Services	Helen Sullivan hellen.sullivan@dshs.state.tx.us (512) 341-4591	**$50,000.00**	**$11,410.00**		**$61,410.00**

This project increase will be reflected in your contract "Not to Exceed" amount as shown below:

Contract "Not to Exceed" Amount			
Current Contract Amount	**Amended Amount** Increase	**Amended Amount** (Decrease)	**Revised Contract "Not to Exceed" Amount**
$12,235,614.00	**$101,873.00**		**$12,337,487.00**

DATE: 6/27/2012

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 2.1292.441.00.350.014.3.xxx

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

Honorable Commissioner's Court of Hidalgo County :

I would like to request the follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
2.1292.441.00.350.014.3.320	Professional Services	14,400.00
2.1292.441.00.350.014.3.532	Wireless Device	600.00
2.1292.441.00.350.014.3.535	Postage	50.00
2.1292.441.00.350.014.3.540	Advertising	5,000.00
2.1292.441.00.350.014.3.550	Printing	700.00
2.1292.441.00.350.014.3.583	Out of County Travel	9,580.00
2.1292.441.00.350.014.3.584	Registration	3,385.00
2.1292.441.00.350.014.3.601	Office Supplies	2,700.00
2.1292.441.00.350.014.3.603	Nutrition Ed. Supplies	8,050.00
2.1292.441.00.350.014.3.605	Uniforms	300.00
2.1292.441.00.350.014.3.607	Cleaning Supplies	400.00
2.1292.441.00.350.014.3.619	Other Misc.Supplies	420.00
2.1292.441.00.350.014.3.661	Minor Office Furniture	3,800.00
2.1292.441.00.350.014.3.664	Other Minor Equipment	415.00
2.1292.441.00.350.014.3.811	License & Permits	200.00
2.1292.331.12.350.014.3.XXX	WIC Obesity Prev Revenues	50,000.00
	TOTAL FUND BALANCE IMPACT	50,000.00

REASON: Appropriate new grant money.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE: ATTEST COUNTY CLERK

DATE: 7/2/2012

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 2.1292.441.00.350.015.2.XXX

REVENUE ACCOUNT: 2.1292.331.12.350.015.2.000

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

Honorable Commissioner's Court of Hidalgo County :

I would like to request the follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
2.1292.441.00.350.015.2.113	Salaries	17,000
2.1292.441.00.350.015.2.211	Health Insurance	4,164.00
2.1292.441.00.350.015.2.212	Life Insurance	27.00
2.1292.441.00.350.015.2.220	FICA	1,241.50
2.1292.441.00.350.015.2.230	Retirement	1,492.50
2.1292.441.00.350.015.2.250	Unemployment Comp.	75.00
2.1292.331.12.350.015.2.000	Obesity Prevention Revenues	24,000.00
	TOTAL	24,000.00

REASON: Appropriate money from grant award letter for the FY2012.

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

July 06, 2012

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$8,000.00	Award No. 2012-039974-001A NSS/WIC LOCAL AGENCY – Obesity Prevention FY12

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

7/9/12
Date

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY DISTRICT JUDGES

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

AI-33066 **WIC 31. 0.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Norma L. Longoria **Submitted By:** Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. DSHS Nutrition Physical Activity and & Obesity Prevention Grant (1292):
a.Approval and acceptance of grant contract #2012-041053 between DSHS and the Hidalgo County Health & Human Services WIC Department for the amount of $50,000 starting 6/30/2012 thru 6/29/2013.
b. Approval of Certification of Revenues as certified by the County Auditor for the Nutrition Physical Activity & Obesity Prevention Grant.
c. Approval of appropriation of funds for the Nutrition Physical Activity and Obesity Prevention Grant in the amount of $50,000.

2. Obesity Prevention (1292):
a. Approval to amend the 2012 Budget for the Obesity Prevention Grant in the amount of $8,000.00.
b. Approval of Certification of Revenues as certified by the County Auditor in the amount of $8,000.00.
c. Approval of appropriation of funds for the 2012 Obesity Prevention Grant in the amount of $24,000.00.

BACKGROUND

2.1292.441.00.350.014.3.xxx
FY2013 DSHS Contract -2012-041053-001
Budge Amendment -DSHS Nutrition Physical Activity and Obesity Prevention

2.1292.441.00.350.015.2.XXX
FY 2012 Obesity Prevention

2/07/2012 AI-30772 $8,000.00
2/28/2012 AI-30960 $8,000.00
7/10/2012 AI-32996 $8,000.00
Total Appropriation $24,000.00

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1292-441-00-350-014-3-XXX

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

BUDGETARY IMPACT:

Acceptance of Nutrition Physical Activity and Obesity Prevention Grant and appropriation of funds in the amount of $50,000.

FISCAL YEAR: 2012 **ACCT. #:** 2-1292-441-00-350-015-2-XXX

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

BUDGETARY IMPACT:

Amendment to the obesity prevention grant in the amount of $8,000.00 and appropriation of total funds certified but not yet appropriated in the amount of $24,000.00.

Attachments

DSHS Contract

Nutrition Physical Activity and Obesity Prev Budget Amendment

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)		
Budget & Management		
Auditor's Office		
Purchasing Department		

Form Started By: Erika Zamora Started On: 06/29/2012 01:37 PM

Benito Luna

From: Mague Gonzalez [mague.gonzalez@wic.co.hidalgo.tx.us]
Sent: Monday, June 25, 2012 10:04 AM
To: benito.luna@auditor.co.hidalgo.tx.us
Cc: norma.longoria@wic.co.hidalgo.tx.us; deborah.fischer@auditor.co.hidalgo.tx.us
Subject: FY12 Mini Obesity Grant

Benito, please issue a certification of revenue to the Mini Obesity Prevention Grant for the increase amendend amount of $8,000 for a total of $24,000 for FY 2012. Thanks!

Margarita Gonzalez,
Hidalgo County WIC Program
3105 W. University Drive
Edinburg, Texas 78539
(956)381-4646 ext. 4042
(956)381-0017 Fax
mague.gonzalez@wic.co.hidalgo.tx.us

DATE: 7/2/2012

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 2.1292.441.00.350.015.2.xxx

REVENUE ACCOUNT: 2.1292.331.12.350.015.2.000

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

Honorable Commissioner's Court of Hidalgo County :

I would like to request the follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

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2.1292.441.00.350.015.2.212	Life Insurance	27.00
2.1292.441.00.350.015.2.220	FICA	1,241.50
2.1292.441.00.350.015.2.230	Retirement	1,492.50
2.1292.441.00.350.015.2.250	Unemployment Comp.	75.00
2.1292.331.12.350.015.2.000	Obesity Prevention Revenues	
	TOTAL FUND BALANCE IMPACT	24,000.00

17,000.0000+
4,164.0000+
27.0000+
1,241.5000+
1,492.5000+
75.0000+
006
24,000.0000*

REASON: Appropriate money from grant award letter for the FY2012.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE:

ATTEST COUNTY CLERK

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TDD: 1-800-735-2989

DAVID L. LAKEY, M.D.
COMMISSIONER

Letter of Amendment

June 15, 2012

Norma L. Longoria, WIC Director
LA #012, Hidalgo County Health & Human Services
WIC Administrative Office
3105 West University Drive
Edinburg, TX 78539

Dear Ms. Longoria:

The Hidalgo County Health & Human Services WIC contract will be amended to reflect revisions as detailed in the table below. This letter constitutes a formal contract amendment.

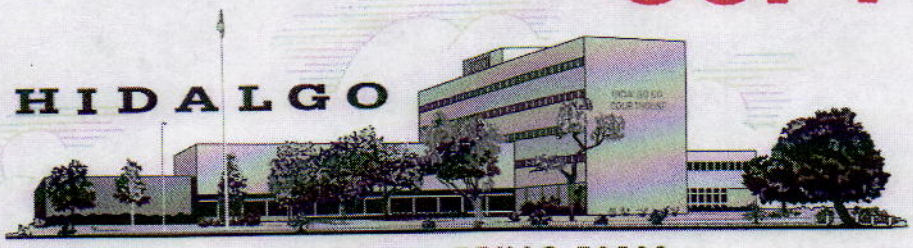
Project	Project Contact	Current Award Amount	Amended Amount Increase	Amended Amount (Decrease)	Revised Project Total
Peer Counselor	Kristina Arrieta kristina.arrieta@dshs.state.tx.us (512) 341-4593	**$935,890.00**	**$82,463.00**		**$1,018,353.00**
Obesity	Angela Gil angela.gil@dshs.state.tx.us (512) 341-4590	**$16,000.00**	**$8,000.00**		**$24,000.00**
Lactation Services	Helen Sullivan hellen.sullivan@dshs.state.tx.us (512) 341-4591	**$50,000.00**	**$11,410.00**		**$61,410.00**

This project increase will be reflected in your contract "Not to Exceed" amount as shown below:

Contract "Not to Exceed" Amount			
Current Contract Amount	**Amended Amount** Increase	**Amended Amount** (Decrease)	**Revised Contract "Not to Exceed" Amount**
$12,235,614.00	**$101,873.00**		**$12,337,487.00**

COPY

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

February 24, 2012

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$5,595,362.00	Award No. 2012-039974001A NSS/WIC LOCAL AGENCY – WIC Funding
$ 467,945.00	Award No. 2012-039974001A NSS/WIC LOCAL AGENCY – Peer Counselor
$ 20,000.00	Award No. 2012-039974001A NSS/WIC LOCAL AGENCY – Registered Dietician
$ 25,000.00	Award No. 2012-039974001A NSS/WIC LOCAL AGENCY – Lactation Services
→ $ 8,000.00	Award No. 2012-039974001A NSS/WIC LOCAL AGENCY – Obesity Prevention ←
$ 8,853.00	Nutrition Physical and Obesity Prevention Grant # 2011-038300-001A

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

2/24/12
Date

HIDALGO COUNTY DISTRICT JUDGES

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

COPY

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

January 31, 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

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

AMOUNT	PURPOSE
$ 8,000.00	Award No. 2012-039974001 NSS/WIC LOCAL AGENCY – Obesity Prevention

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

2/2/12
Date

FEB 2 PM 1 C7

BUDGET
HIDALGO

HIDALGO COUNTY DISTRICT JUDGES

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

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

July 06, 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

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

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

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

AMOUNT	PURPOSE
$50,000.00	Award No. 2012-041053-001 Nutrition Physical Activity & Obesity Prevention

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

7/9/12
Date

THE COUNTY OF HIDALGO TEXAS

AI-33066 **WIC 31. 0.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Norma L. Longoria **Submitted By:** Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. DSHS Nutrition Physical Activity and & Obesity Prevention Grant (1292):
a.Approval and acceptance of grant contract #2012-041053 between DSHS and the Hidalgo County Health & Human Services WIC Department for the amount of $50,000 starting 6/30/2012 thru 6/29/2013.
b. Approval of Certification of Revenues as certified by the County Auditor for the Nutrition Physical Activity & Obesity Prevention Grant.
c. Approval of appropriation of funds for the Nutrition Physical Activity and Obesity Prevention Grant in the amount of $50,000.

2. Obesity Prevention (1292):
a. Approval to amend the 2012 Budget for the Obesity Prevention Grant in the amount of $8,000.00.
b. Approval of Certification of Revenues as certified by the County Auditor in the amount of $8,000.00.
c. Approval of appropriation of funds for the 2012 Obesity Prevention Grant in the amount of $24,000.00.

BACKGROUND

2.1292.441.00.350.014.3.xxx
FY2013 DSHS Contract -2012-041053-001
Budge Amendment -DSHS Nutrition Physical Activity and Obesity Prevention

2.1292.441.00.350.015.2.XXX
FY 2012 Obesity Prevention

2/07/2012 AI-30772 $8,000.00
2/28/2012 AI-30960 $8,000.00
7/10/2012 AI-32996 $8,000.00
Total Appropriation $24,000.00

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1292-441-00-350-014-3-XXX

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

BUDGETARY IMPACT:
Acceptance of Nutrition Physical Activity and Obesity Prevention Grant and appropriation of funds in the amount of $50,000.

FISCAL YEAR: 2012 **ACCT. #:** 2-1292-441-00-350-015-2-XXX

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

BUDGETARY IMPACT:

Amendment to the obesity prevention grant in the amount of $8,000.00 and appropriation of total funds certified but not yet appropriated in the amount of $24,000.00.

Attachments

DSHS Contract

Nutrition Physical Activity and Obesity Prev Budget Amendment

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)		
Budget & Management		
Auditor's Office		
Purchasing Department		

Form Started By: Erika Zamora Started On: 06/29/2012 01:37 PM

Benito Luna

From: Norma Longoria [norma.longoria@wic.co.hidalgo.tx.us]
Sent: Thursday, June 28, 2012 2:43 PM
To: ray.eufracio@auditor.co.hidalgo.tx.us
Cc: debroah.fisher@auditor.co.hidalgo.tx.us; benito.luna@auditor.co.hidalgo.tx.us
Subject: Certification of Revenues

Dear Mr. Eufracio,

I would like to request certification of revenues for the Nutrition, Physcial, Activity and Obesity Prevention Grant for Contract# 2012-041053 in the amount of $50,000. This is on the agenda for July 10th.Thank you.

Norma Longoria, MS, LD
WIC Director
Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, TX 78539
(956) 381-4646
(956) 380-4056 Fax

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2012-041053 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY AND HUMAN SERVICES (Contractor), a Government Entity, (collectively, the Parties).

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

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $50,000.00, and the payment method(s) shall be as specified in the Program Attachments.

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

4. **Term of the Contract.** This Contract begins on 06/30/2012 and ends on 06/29/2013. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

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

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

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

   2012-041053-001 NUTRITION PHYSICAL ACTIVITY AND OBESITY PREVENTION

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

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

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

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

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176037

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

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

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

CONTRACT NO. 2012-041053
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO.

CONTRACTOR: HIDALGO COUNTY AND HUMAN SERVICES

DSHS PROGRAM: NUTRITION PHYSICAL ACTIVITY AND OBESITY PREVENTION

TERM: 06/30/2012 THRU: 06/29/2013

SECTION I. STATEMENT OF WORK:

In collaboration with the Department of State Health Services' (DSHS) Nutrition, Physical Activity, and Obesity Prevention (NPAOP) Program, Contractor shall support obesity prevention efforts by addressing community policy and environmental changes. Contractor shall increase community capacity through strategic planning focusing on evidence-based community strategies for obesity prevention to make healthy eating, breastfeeding, and physical activity easier choices in Texas communities.

During the project period, Contractor shall:

1. Utilize existing infrastructure and strategic partnerships to leverage community assets to work towards policy/environmental change activities for obesity prevention;
2. Implement the approved work plan attached as Exhibit A, with technical assistance from DSHS NPAOP Program;
3. Conduct process and outcome evaluations of activities related to community policy, systems and/or environmental changes to prevent obesity; and
4. Report progress to DSHS as referenced below.

Contractor shall collaborate with DSHS to sustain and/or expand on no more than two (2) of the following Centers for Disease Control (CDC) Community Strategies for Obesity Prevention:

- Increase availability of healthier food and beverage choices in public service venues
- Improve availability of affordable healthier food and beverage choices in public service venues
- Improve geographic availability of supermarkets in underserved areas
- Provide incentives to food retailers to locate in and/or offer healthier food and beverage choices in underserved areas
- Improve availability of mechanisms for purchasing foods from farms
- Provide incentives for the production, distribution, and procurement of foods from local farms
- Restrict availability of less healthy foods and beverages in public service venues
- Institute smaller portion size options in additional public service venues

- Limit advertisements of less healthy foods and beverages
- Discourage consumption of sugar-sweetened beverages
- Increase support for breastfeeding
- Require physical education in schools
- Increase the amount of physical activity in physical education programs in schools
- Increase opportunities for extracurricular physical activity
- Reduce screen time in public service venues
- Improve access to outdoor recreational facilities
- Enhance infrastructure supporting bicycling
- Enhance infrastructure supporting walking
- Support locating schools within easy walking distance of residential areas
- Improve access to public transportation
- Zone for mixed-use development
- Enhance personal safety in areas where persons are or could be physically active
- Enhance traffic safety in areas where persons are or could be physically active
- Participate in community coalitions or partnerships to address obesity

Contractor shall conduct process and outcome evaluations of activities.

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

SECTION II. PERFORMANCE MEASURES:

The performance measures are referenced in the approved work plan (Exhibit A) and will be used to assess, in part, Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract or any other method of determining compliance. Additional performance measures include:

1. Maintaining and/or expanding on a sustainable model for policy and environmental change to include:
    A) The support of existing infrastructure through accomplishment of one or more policy or environmental changes related to decreasing sugar sweetened beverages, decreasing energy dense foods, decreasing television viewing, increasing access to and intake of fruit and vegetables, increasing physical activity, and/or

increasing breastfeeding which are supported by evidence to impact obesity prevention in the target community; and

B) Three (3) partnership meetings of coalitions or workgroups which Contractor convenes, participates in, or facilitates.

2. Evaluation to include:
   A) Enhancement of an evaluation plan that outlines indicators, data collection methods, and analyses associated with proposed activities outlined in the contractor's work plan (Exhibit A) and with each of the performance measures stated in Section II.1.
   B) Collection of process evaluation data for all project inputs and outputs.
   C) Collection of data for assessing program outcomes
   D) The development of one report/summary of evaluation findings.

3. Contractor shall report all monthly activities into DSHS Program Management and Tracking System (PMATS) by the 10th day of each month beginning July 10, 2012, through June 10, 2013.

4. Contractor shall participate in monthly conference calls and one site visit with DSHS staff from the Nutrition, Physical Activity and Obesity Prevention Program.

5. Submit end-of-year report (as referenced as Exhibit B) to Christina.Thi@dshs.state.tx.us by June 30, 2013.

SECTION III. SOLICITATION DOCUMENT:

FY 2011 Competitive Request for Proposals (RFP) for HPCDP/OBES Community Obesity Prevention Projects, RFP #: HPCDP/OBES-0445.1

SECTION IV. RENEWALS:

DSHS may renew the Program Attachment for up to one (1) additional one- year terms at DSHS sole discretion.

SECTION V. PAYMENT METHOD:

Cost Reimbursement
Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13). Vouchers should be mailed or submitted by fax or electronic mail to the addresses/number below.

Invoices and reports shall be submitted to the following address:

Department of State Health Services
Claims and Processing Unit, MC 1940
P. O. Box 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 776-7442. The email address is invoices@dshs.state.tx.us, please copy Christina.Thi@dshs.state.tx.us.

SECTION VII. BUDGET:

SOURCE OF FUNDS: CFDA #:

DUNS #: 103110834

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Article XIII. General Terms, Section 13.15 Amendment**, is amended to include the following:

> Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

2012-041053-001

Categorical Budget:

PERSONNEL	$0.00
FRINGE BENEFITS	$0.00
TRAVEL	$10,775.00
EQUIPMENT	$0.00
SUPPLIES	$11,025.00
CONTRACTUAL	$14,400.00
OTHER	$13,800.00
TOTAL DIRECT CHARGES	$50,000.00
INDIRECT CHARGES	$0.00
TOTAL	$50,000.00
DSHS SHARE	$50,000.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $50,000.00

Financial status reports are due: 10/31/2012, 01/31/2013, 04/30/2013, 08/28/2013

DATE: 6/27/2012

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 2.1292.441.00.350.014.3.xxx

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

Honorable Commissioner's Court of Hidalgo County :

I would like to request the follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
2.1292.441.00.350.014.3.320	Professional Services	14,400.00
2.1292.441.00.350.014.3.532	Wireless Device	600.00
2.1292.441.00.350.014.3.535	Postage	50.00
2.1292.441.00.350.014.3.540	Advertising	5,000.00
2.1292.441.00.350.014.3.550	Printing	700.00
2.1292.441.00.350.014.3.583	Out of County Travel	9,580.00
2.1292.441.00.350.014.3.584	Registration	3,385.00
2.1292.441.00.350.014.3.601	Office Supplies	2,700.00
2.1292.441.00.350.014.3.603	Nutrition Ed. Supplies	8,050.00
2.1292.441.00.350.014.3.605	Uniforms	300.00
2.1292.441.00.350.014.3.607	Cleaning Supplies	400.00
2.1292.441.00.350.014.3.619	Other Misc.Supplies	420.00
2.1292.441.00.350.014.3.661	Minor Office Furniture	3,800.00
2.1292.441.00.350.014.3.664	Other Minor Equipment	415.00
2.1292.441.00.350.014.3.811	License & Permits	200.00
2.1292.331.12.350.014.3.XXX	WIC Obesity Prev Revenues	50,000.00
	TOTAL FUND BALANCE IMPACT	50,000.00

14,400.0000+
600.0000+
50.0000+
5,000.0000+
700.0000+
9,580.0000+
3,385.0000+
2,700.0000+
8,050.0000+
300.0000+
400.0000+
420.0000+
3,800.0000+
415.0000+
200.0000+
015
50,000.0000*

REASON: Appropriate new grant money.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE:

ATTEST COUNTY CLERK

AI-33012 **Planning Department 14. A.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval
a. Loma Verde Subdivision No.2 – Pct.4 (Kyle Ruppert)

BACKGROUND

Attachments

Loma Verde 2; Preliminary

Loma Verde 2; Plat

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	06/27/2012 02:05 PM
Olga Garza	Olga Garza	06/27/2012 03:37 PM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Nora Cavazos Started On: 06/27/2012 01:23 PM

Final Approval Date: 07/06/2012

HIDALGO COUNTY
PLANNING DEPARTMENT
1304 SOUTH 25TH STREET
EDINBURG TEXAS 78542
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONER'S COURT

DATE: 07-10-2012 .

PROPOSED LOMA VERDE No.2 SUBDIVISION, PRECINCT No. 4 .

ENGINEER: QUINTANILLA, HEADLEY & ASSOCIATES DEVELOPER: KYLE RUPPERT

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 15 ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTION

LOCATION DESCRIPTION: NORTH OF MILE 22 ½ NORTH RD. APPROXIMATELY 1 MILE WEST OF FM 493

SUBDIVISION LIES WITHIN THE:
☒ *The rural area of the County.*
☐ *ETJ of_____and was approved administratively by said City.*
☐ *ETJ of_____and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: 04-18-2012 PROPERTY LIES WITHIN FLOOD ZONE: "X" AS PER FEMA. BFE: N/A

DRAINAGE DESIGN: Drainage detention swales

DISTANCE TO A DRAIN DITCH: Approximately 1 ½ mile Southeast of development.

ROAD R.O.W. DEDICATION: 27.50 feet on Mile 22 ½ North Road by plat

H.C.R.O.W.APPROVED DATE: 04-25-2012 : By, Roy Gonzales R.O.W. AGENT

SEWER SYSTEM:
☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: Jose A. Gonzales
☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____
☐ SANITARY SEWER BY:_____ LINE SIZE:_____LOCATION:_____

WATER SERVICE PROVIDER: N.A.W.S.C. LINE SIZE: 6" LOCATION: MOISES ROAD (Delta Orchards No.7 Subd.)

H.C.O.E.C. APPROVED DATE: 06-21-2012 : By Ann Marie De La Fuente, Administrative Assistant
☐ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.
☒ **LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

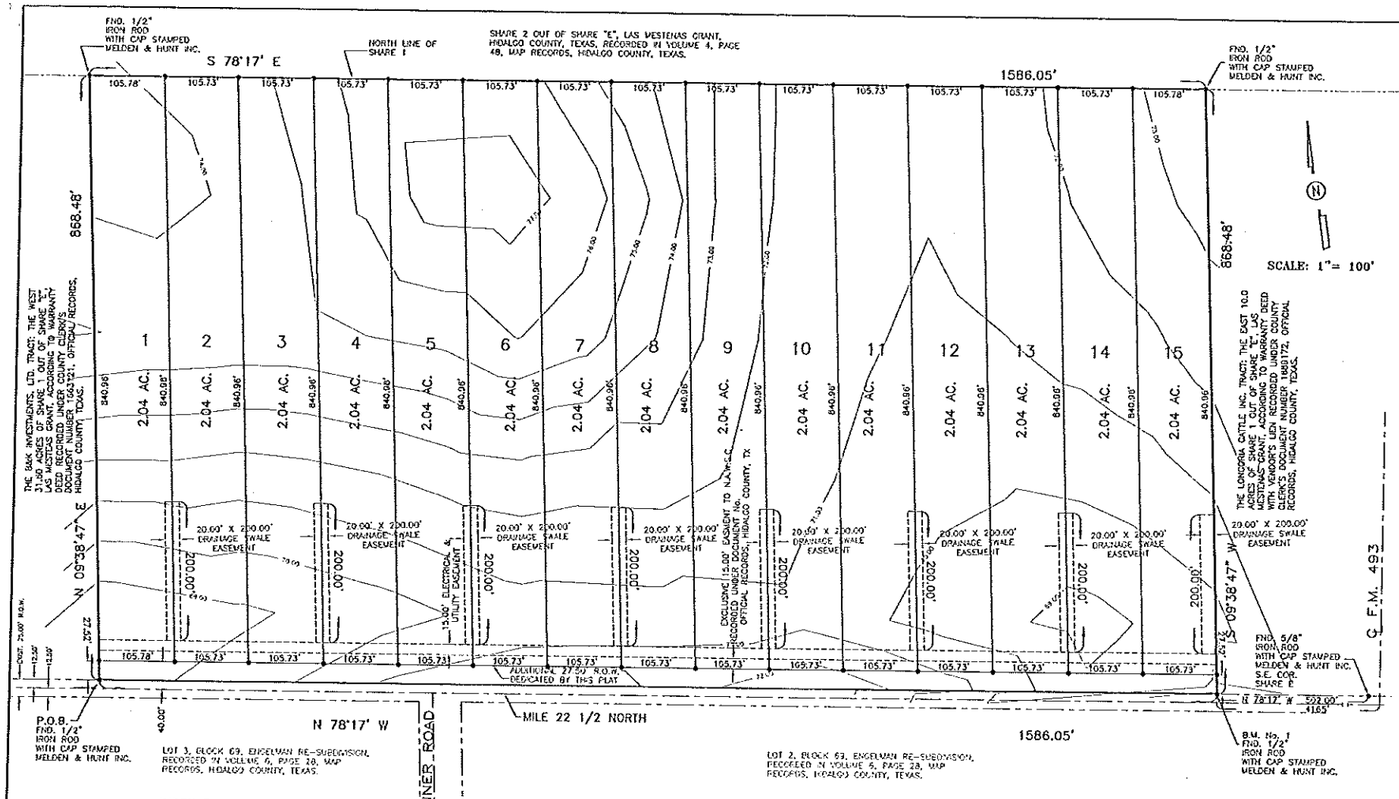
REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$_____For:* ☐ *OSSF(S)_____* ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

☐ **A Letter of Credit** *Financial Institution: _____ L.O.C No. _____*
Amount: $_____For: ☐ *OSSF(S)_____* ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: ***JUNE 26, 2012.***

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of_____.*
☒ **Preliminary Approval** *subject comments and future recommendations by planning and other departments*
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



INDEX TO SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; VAR; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S ACKNOWLEDGMENT; N.A.W.S.C. CERTIFICATE, HIDALGO COUNTY R.O.W. AND HEALTH DEPT. CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE; H.C.D.D. No. 1 CERTIFICATION; REVISION NOTES.

SHEET 2.– MAP OF WATER DISTRIBUTION SYSTEM, MAP OF TOPOGRAPHY AND DRAINAGE AND ENGINEER'S CERTIFICATION , COUNTY CLERK'S RECORDING CERTIFICATE

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND OSSF SYSTEM, AND ENGINEERING CERTIFICATION; REVISION NOTES; COUNTY CLERK'S RECORDING CERTIFICATE

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOODPLAIN.
COMMUNITY–PANEL NUMBER 480334 0350 C
MAP REVISED: MAY 17, 2001 LOMR

2.– MINIMUM BUILDING SETBACK LINES:
FRONT: 50.00 FEET ALONG VALDEZ ROAD (MILE 22 1/2 NORTH)
REAR: 35.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION. TO VERIFY FIRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No. 1 ELEVATION= 71.46 FND 1/2" IRON ROD WITH CAP STAMPED WELDEN & HUNT LOCATED ON THE SOUTHEAST CORNER OF THE SUBDIVISION. NAVD 88 DATUM.

6.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 74,428.30 CU. FT. (1.71 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.3.

7.– DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

8.– LEGEND • – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

9.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

12.– KYLE RUPPERT, MANAGER, THE OWNER & SUBDIVIDER OF LOMA VERDE SUBDIVISION No. 2 RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
HI STARR INVESTMENTS, L.L.C.

13.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

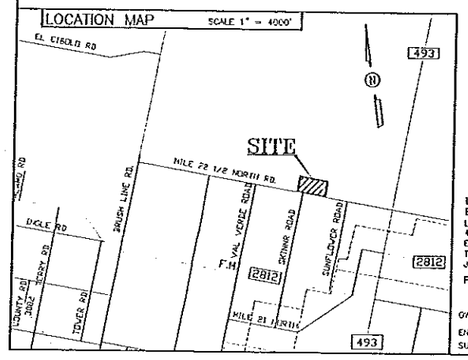
14.– AN OFF–STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED.

15.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATION HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

16.– ALL LOTS IN LOMA VERDE SUBDIVISION No. 2 ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN–OFF FROM ALL LOTS IN LOMA VERDE SUBDIVISION No. 2 TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF LOMA VERDE SUBDIVISION No. 2 THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS (COUNTY), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING LOMA VERDE SUBDIVISION No. 2 BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION, IS FULLY OPERATIONAL AND ACTUALLY SERVICES ALL THE LOTS IN LOMA VERDE SUBDIVISION No. 2, THE COUNTY AND DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN LOMA VERDE SUBDIVISION No. 2 ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT DEPICTED ON THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY ANY INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

LOCATION MAP

SCALE 1" = 4000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
LOMA VERDE SUBDIVISION No. 2, IS LOCATED IN THE EAST HIDALGO COUNTY ON THE NORTH SIDE OF MILE 22 1/2 NORTH ROAD AND 4165 FEET WEST OF F.M. 493 ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100). LOMA VERDE SUBDIVISION No. 2, LIES APPROXIMATELY 4.5 MILE FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO–MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 AND IT IS NOT WITHIN THE CITY'S FIVE–MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND LIES IN PRECINCT No. 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	HI STARR INVESTMENTS, L.L.C. KYLE RUPPERT, MANAGER	P.O. BOX 959	EDINBURG Tx. 78540	(956)383–0888	(956)383–2301
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

SUBDIVISION PLAT OF:

LOMA VERDE SUBDIVISION No. 2

A 31.62 ACRE TRACT OF LAND OUT OF SHARE 1 OUT OF SHARE "E", LAS MESTENAS GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGE 48, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER , OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 31.62 ACRE TRACT OF LAND OUT OF SHARE 1 OUT OF SHARE "E", LAS MESTENAS GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGE 48, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER , OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED WELDEN & HUNT, INC. FOUND ON THE SOUTH LINE OF SHARE 1, THE SOUTH LINE OF SHARE "E" AND THE NORTH RIGHT OF WAY LINE OF MILE 22 1/2 NORTH ROAD FOR THE SOUTHEAST CORNER OF THE B&K INVESTMENTS, LTD. (THE WEST 31.60 ACRES OF SHARE 1 OUT OF SHARE "E", LAS MESTENAS GRANT, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1663121, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT,

THENCE: N 09°38'47" E, ALONG THE EAST LINE OF THE B&K INVESTMENTS, LTD. TRACT, A DISTANCE OF 868.48 FEET TO A 1/2" IRON ROD WITH CAP STAMPED WELDEN & HUNT INC. FOUND ON THE NORTH LINE OF SHARE 1 FOR THE NORTHEAST CORNER OF SAID TRACT AND THE NORTHWEST CORNER OF THIS TRACT,

THENCE: S 78°17' E, ALONG THE NORTH LINE OF SHARE 1, A DISTANCE OF 1,586.05 FEET TO A 1/2" IRON ROD WITH CAP STAMPED WELDEN & HUNT INC. FOUND FOR THE NORTHWEST CORNER OF THE LONGORIA CATTLE INC. TRACT (THE EAST 10.0 ACRES OF SHARE 1 OUT OF SHARE "E", LAS MESTENAS GRANT, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1659172, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE: S 09°38'47" W, ALONG THE WEST LINE OF THE LONGORIA CATTLE INC. TRACT, A DISTANCE OF 868.48 FEET TO A 1/2" IRON ROD WITH CAP STAMPED WELDEN & HUNT INC. FOUND ON THE SOUTH LINE OF SHARE 1, THE SOUTH LINE OF SHARE "E" AND ON THE NORTH RIGHT OF WAY LINE OF MILE 22 1/2 NORTH ROAD FOR THE SOUTHWEST CORNER OF SAID TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE: N 78°17' W, ALONG THE SOUTH LINE OF SHARE 1, THE SOUTH LINE OF SHARE "E", AND THE NORTH RIGHT OF WAY LINE OF MILE 22 1/2 NORTH ROAD, A DISTANCE OF 1,586.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 31.62 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SUBDIVISION OF SHARE "E", LAS MESTENAS GRANT, RECORDED IN VOLUME 4, PAGE 48, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA R.P.L.S. No. 4856 — 4–10–2012 DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described tracts and that said tracts are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for as long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this___ day of _____ 20___

HI STARR INVESTMENTS, L.L.C.
KYLE RUPPERT, MANAGER
P.O. BOX 959
EDINBURG, TEXAS 78540

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, KYLE RUPPERT, MANAGER OF HI STARR INVESTMENTS, L.L.C. AS OWNER OF OF THE 31.62 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LOMA VERDE SUBDIVISION No. 2, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

HI STARR INVESTMENTS, L.L.C. — DATE
KYLE RUPPERT, MANAGER
P.O. BOX 959
EDINBURG, TEXAS 78540

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared KYLE RUPPERT, MANAGER OF HI STARR INVESTMENTS, L.L.C. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this _____ day of _____, 20___

LILIA A. QUINTANILLA Notary Public, State of Texas My Commission Expires July 23, 2015

LILIA A. QUINTANILLA– NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the LOMA VERDE SUBDIVISION No. 2, was reviewed and approved by the Hidalgo County Commissioners Court on _____

Hidalgo County Judge — Date
ATTEST: Hidalgo County Clerk — Date

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF LOMA VERDE SUBDIVISION No. 2 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF LOMA VERDE SUBDIVISION No. 2 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____

ENVIRONMENTAL HEALTH EMISION MANAGER — DATE

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS CODE No. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
BY: _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA P.E. No. 95534 — 6-5-12 DATE

FILED FOR RECORD IN HIDALGO COUNTY ARTURO GUAJARDO, JR. HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513

LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

DATE OF PREPERATION: 4–2–12

SHEET NO. 1 OF 3 SHEETS	FILENAME = P:\DATA\SUBDIVISIONS\HIDALGO CO\LOMA VERDE SUBDIVISION 2\PLAT			
	DATE PREPARED: APRIL 12, 2012	PREPARED BY: LB	CHECKED BY:	APPROVED BY:
	DATE REVISED:	REVISED BY:	CHECKED BY:	APPROVED BY:

AI-33056 **Precinct #2 15. A.**

CC REGULAR

Meeting Date: 07/10/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of following with Asago, LLC dba Asago Construction for South Tower Road - Street & Drainage Improvement Project, as submitted and recommended by project engineer, R. Gutierrez Engineering Corporation:

1. Acceptance and approval of Change Order No.3 increase in the amount of $826.00 to reflect final quantity adjustments;

With authority for County Judge or Court member to execute document(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1339-431-00-122-031-0-731

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

BUDGETARY IMPACT:

PO#669184 available balance $47,989.04 as of 6/29/12 -- Urban County funding $376,221.66 for project.

*account available balance $68,197.13 as of 6/29/12

Attachments

CO#3

PO Increase Request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/05/2012 02:14 PM
Roland Garcia	Rolando Garcia	07/06/2012 08:21 AM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Katia Garcia Started On: 06/29/2012 08:38 AM

Final Approval Date: 07/06/2012

CHANGE ORDER NUMBER THREE (3)

PROJECT: Hidalgo County Pct. 2 – S Tower Road – Street & Drainage Improvements

DATE OF ISSUANCE: July 10, 2012 **EFFECTIVE DATE:** July 10, 2012

OWNER: HIDALG COUNTY URBAN COUNTY / HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No. 5008/09/10/11-92-0311-5000-9200-UCP-ML & 1-1339-431-00-122-031-0-731

CONTRACTOR: Asago Construction
2113 Pecos Street
Mission, TX 78573

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

FINAL QUANTITY ADJUSTMENTS

1. Reduce Cell Fiber Mulch Seeding (Temp) (Cool) to Qty = 0
2. Increase Driveways (Ashphalt Concrete Pavement) to Qty = 1295
3. Reduce Driveways (Concrete) to Qty = 127

4. & 5. Reduce Work Zone Pav Mrk Non-Remov (Y) & (W) to Qty = 1100 (Temporary Striping)

6. Reduce Refl Pav Mrk Ty I (W) (4") (Brk) (100 Mil) Qty = 1400
7. Increase Refl Pav Mrk Ty I (W) (8") (Sld) (100 Mil) Qty = 326
8. Increase Refl Pav Mrk Ty I (Y) (4") (Sld) (100 Mil) Qty = 5770
9. Reduce Refl Pav Mrk Ty I (W) (24") (Sld) (100 Mil) Qty = 224
10. Reduce Refl Pav Mrk Ty I (W) (12") (Sld) (100 Mil) Qty = 524
11. Increase Refl Pav Mrk (Ty I-C) Qty = 107
12. Increase Refl Pav Mrk (Ty II A - A) Qty= 192
13. Add Turnouts (1.5" HMAC) Qty = 252
14. Add Remove (W) (8") (Sld) Qty = 434
15. Add Remove (W) (4") (Brk) Qty = 140
16. Add Remove (Y) (4"))Sld) Qty = 550
17. Add Remove Arrows Qty = 7

Reason for Change Order:

1. Items 1 through 12 are final quantity adjustments
2. Turnouts added to contractor's work items and removed from county work force work items
3. Removal of temporary striping for proper transition with project north of this project

Attachments:

Change in Contract Price:	**CHANGE IN CONTRACT TIME:**
Original Contract Price $ 418,802.70	Original Contract Time for Substantial Completion: 150 calendar days or dates
Net Changes from previous Change Orders $ 16,795.50	Net change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 435,598.20	Contract Time prior to this Change Order Substantial Completion: 150 calendar days or dates
Net Increase (decrease) of this Change Order $ 826.00	Net Increase (decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 436,424.20 Net % increase (decrease) from original contract price. 4.20 %	Contract Time with all approved Change Orders Substantial Completion: 150 calendar days or dates

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Date: 6-28-12

APPROVED:
By: _____
Owner (Authorized Signature)
Date: 6/29/2012

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 6-28-2012

HIDALGO COUNTY
URBAN COUNTY PROGRAM

UCP CONTRACT CHANGE ORDER REQUEST

CITY/**PCT.** HIDALGO COUNTY PRECINCT NO. 2 300 W. Hall Acres Road Pharr, TX 78577	DATE: July 3, 2012 CHANGE ORDER NO. 3
CONTRACTOR/FIRM Asago Construction 2113 Pecos Street Mission, TX 78557 Phone #: 956-607-0741	**PROJECT/NAME/ACCT. NO.** Hidalgo County Pct. 2 – S Tower Road – Street & Drainage Improvements 5008/09/10/11-92-0311-5000-9200-UCP-ML & 1-1339-431-00-122-031-0-731

You are hereby requested to comply with the following changes from the contract plans and specifications:

√	Final Quantitative Adjustments		Quantitative Deletion
	Unit Prices		Time Extension
	Quantitative Addition		Other

REASON: Items 1 – 12 are for final quantity adjustments and 13 – 17 are as stated below.

1. Reduce Cell Fiber Mulch Seeding (Temp) (Cool) to Qty = 0
2. Increase Driveways (Ashphalt Concrete Pavement) to Qty = 1295
3. Reduce Driveways (Concrete) to Qty = 127
4. & 5. Reduce Work Zone Pav Mrk Non-Remov (Y) & (W) to Qty = 1100 (Temporary Striping)
6. Reduce Refl Pav Mrk Ty I (W) (4") (Brk) (100 Mil) Qty = 1400
7. Increase Refl Pav Mrk Ty I (W) (8") (Sld) (100 Mil) Qty = 326
8. Increase Refl Pav Mrk Ty I (Y) (4") (Sld) (100 Mil) Qty = 5770
9. Reduce Refl Pav Mrk Ty I (W) (24") (Sld) (100 Mil) Qty = 224
10. Reduce Refl Pav Mrk Ty I (W) (12") (Sld) (100 Mil) Qty = 524
11. Increase Refl Pav Mrk (Ty I-C) Qty = 107
12. Increase Refl Pav Mrk (Ty II A - A) Qty= 192
13. Add Turnouts (1.5" HMAC) Qty = 252 (Item added to contractor's work items and removed from county work force work items)
14. Add Remove (W) (8") (Sld) Qty = 434 (Removal of temporary striping for proper transition with project north of this project)
15. Add Remove (W) (4") (Brk) Qty = 140 (Removal of temporary striping for proper transition with project north of this project)
16. Add Remove (Y) (4"))Sld) Qty = 550 (Removal of temporary striping for proper transition with project north of this project)
17. Add Remove Arrows Qty = 7 (Removal of temporary striping for proper transition with project north of this project)

Contract price prior to Change Order . . . . . $ 435,598.20

Net Increase of this Change Order . . . . . $ 826.00

Contract Price with Change Order . . . . . $ 436,424.20

Increase/Decrease in time _____ days.

HIDALGO COUNTY
URBAN COUNTY PROGRAM

UCP CONTRACT CHANGE ORDER REQUEST

CITY/PCT. OFFICIAL _____ DATE 4/26/2018

CONTRACTOR _____ DATE 6/20/12

PROJECT ENGINEER _____ DATE 6-20-12, P.E.

(FOR URBAN COUNTY PROGRAM USE ONLY)

☐ Scope Increase

☐ Scope Decrease

☐ L/M Beneficiary Change/Impact

☐ Environmental Impact

☐ Quantitative Addition/Deletion

☐ Final Quantitative Adjustment

☐ Other

☐ Approved

☐ Disapproved

Title: Director

Signature: _____ Date: _____

CHANGE ORDER NO. 3 TABULATION
HIDALG COUNTY URBAN COUNTY / HIDALGO COUNTY PRECINCT NO. 2
Hidalgo County Pct. 2 – S Tower Road – Street & Drainage Improvements
CONTRACT NUMBER: 5008/09/10/11-92-0311-5000-9200-UCP-ML & 1-1339-431-00-122-031-0-731

Item Number	Item Code	Original Plan Quantity	Change Order #1 Quantities	Change Order #2 Quantities	Change Order #3 Quantities	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1	Change in Contract Cost of C.O.#2	Revised Contract Cost after C.O.#2	Change in Contract Cost of C.O.#3	Revised Contract Cost after C.O.#3
1	100	28.12	28.12	28.12	28.12	STA	Preparation of Right-of-Way	$ 110.00	$ 110.00	$ 3,093.20	$ -	3,093.20	$ -	$ 3,093.20	$ -	$ 3,093.20
2	110	7,442.00	7,442.00	6,765.00	6,765.00	CY	Excavation (Roadway)	$ 3.00	$ 3.00	$ 22,326.00	$ -	22,326.00	$ (2,031.00)	$ 20,295.00	$ -	$ 20,295.00
3	132	580.00	580.00	1,421.00	1,421.00	CY	Embankment (Final) (Dens. Cont.) (Ty C)	$ 9.00	$ 9.00	$ 5,220.00	$ -	5,220.00	$ 7,569.00	$ 12,789.00	$ -	$ 12,789.00
4	164	3,768.00	3,768.00	3,768.00	3,768.00	SY	Cell Fiber Mulch Seeding (Temp)(Warm)	$ 0.50	$ 0.50	$ 1,884.00	$ -	1,884.00	$ -	$ 1,884.00	$ -	$ 1,884.00
5	164	3,768.00	3,768.00	3,768.00	0.00	SY	Cell Fiber Mulch Seeding (Temp)(Cool)	$ 0.50	$ 0.50	$ 1,884.00	$ -	1,884.00	$ -	$ 1,884.00	$ (1,884.00)	$ -
6	164	7,536.00	7,536.00	7,536.00	7,536.00	SY	Cell Fiber Mulch Seeding (Perm)(Urban)(Clay)	$ 0.50	$ 0.50	$ 3,768.00	$ -	3,768.00	$ -	$ 3,768.00	$ -	$ 3,768.00
7	247	18,029.00	18,029.00	18,500.00	18,500.00	SY	Flexible Base (Construct) (Mat'l Supplied by County) (8")	$ 1.00	$ 1.00	$ 18,029.00	$ -	18,029.00	$ 471.00	$ 18,500.00	$ -	$ 18,500.00
8	260	18,561.00	18,561.00	18,910.00	18,910.00	SY	Lime Treat (Existing Material) (12")	$ 2.00	$ 2.00	$ 37,122.00	$ -	37,122.00	$ 698.00	$ 37,820.00	$ -	$ 37,820.00
9	260	18,029.00	18,029.00	18,500.00	18,500.00	SY	Lime Treat (New Base) (8")	$ 1.50	$ 1.50	$ 27,043.50	$ -	27,043.50	$ 706.50	$ 27,750.00	$ -	$ 27,750.00
10	260	421.00	421.00	434.00	434.00	TON	Lime (Slurry or Commercial Slurry)	$ 170.00	$ 170.00	$ 71,570.00	$ -	71,570.00	$ 2,210.00	$ 73,780.00	$ -	$ 73,780.00
11	310	4,933.00	4,933.00	5,025.00	5,025.00	GAL	Prime Coat (MC-30)	$ 7.00	$ 7.00	$ 34,531.00	$ -	34,531.00	$ 644.00	$ 35,175.00	$ -	$ 35,175.00
12	465	14.00	14.00	14.00	14.00	EA	Inlet (Modification) (Ty F)	$ 3,000.00	$ 3,000.00	$ 42,000.00	$ -	42,000.00	$ -	$ 42,000.00	$ -	$ 42,000.00
13	465	12.00	12.00	12.00	12.00	EA	Inlet Extension (Ty F)	$ 1,000.00	$ 1,000.00	$ 12,000.00	$ -	12,000.00	$ -	$ 12,000.00	$ -	$ 12,000.00
14	479	12.00	12.00	12.00	12.00	EA	Adjust Manhole (Sanitary Sewer)	$ 1,000.00	$ 1,000.00	$ 12,000.00	$ -	12,000.00	$ -	$ 12,000.00	$ -	$ 12,000.00
15	502	5.00	5.00	5.00	5.00	MO	Barricades, Signs & Traffic Handling	$ 1,000.00	$ 1,000.00	$ 5,000.00	$ -	5,000.00	$ -	$ 5,000.00	$ -	$ 5,000.00
16	506	168.00	168.00	168.00	168.00	SY	Construction Exits (Ty II)(Install)	$ 6.00	$ 6.00	$ 1,008.00	$ -	1,008.00	$ -	$ 1,008.00	$ -	$ 1,008.00
17	506	168.00	168.00	168.00	168.00	SY	Construction Exits (Remove)	$ 8.00	$ 8.00	$ 1,344.00	$ -	1,344.00	$ -	$ 1,344.00	$ -	$ 1,344.00
18	506	644.00	644.00	644.00	644.00	LF	Temp Sediment Control Fence	$ 1.00	$ 1.00	$ 644.00	$ -	644.00	$ -	$ 644.00	$ -	$ 644.00
19	529	5,080.00	5,080.00	5,240.00	5,240.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)	$ 7.00	$ 7.00	$ 35,560.00	$ -	35,560.00	$ 1,120.00	$ 36,680.00	$ -	$ 36,680.00
20	529	551.00	551.00	551.00	551.00	SY	Concrete Valley Gutter (6-Ft)	$ 27.00	$ 27.00	$ 14,877.00	$ -	14,877.00	$ -	$ 14,877.00	$ -	$ 14,877.00
21	530	1,293.00	1,277.00	1,277.00	1,295.00	SY	Driveways (Asphalt Concrete Pavement)	$ 12.00	$ 12.00	$ 15,516.00	$ (192.00)	15,324.00	$ -	$ 15,324.00	$ 216.00	$ 15,540.00
22	530	232.00	162.00	162.00	127.00	SY	Driveways (Concrete)	$ 25.00	$ 25.00	$ 5,800.00	$ (1,750.00)	4,050.00	$ -	$ 4,050.00	$ (875.00)	$ 3,175.00
23	531	22.00	22.00	22.00	22.00	EA	Curb Ramps (Ty 8)	$ 400.00	$ 400.00	$ 8,800.00	$ -	8,800.00	$ -	$ 8,800.00	$ -	$ 8,800.00
24	560	25.00	25.00	25.00	25.00	EA	Mailbox Installation	$ 200.00	$ 200.00	$ 5,000.00	$ -	5,000.00	$ -	$ 5,000.00	$ -	$ 5,000.00
25	644	18.00	18.00	18.00	18.00	EA	Ins Sm Rd Sn Sup & Assem Ty S80 (1) SA(P)	$ 400.00	$ 400.00	$ 7,200.00	$ -	7,200.00	$ -	$ 7,200.00	$ -	$ 7,200.00
26	644	11.00	11.00	11.00	11.00	EA	Remove Small Roadside Sign Supp & Assem	$ 100.00	$ 100.00	$ 1,100.00	$ -	1,100.00	$ -	$ 1,100.00	$ -	$ 1,100.00
27	662	2,160.00	2,160.00	2,160.00	1,100.00	LF	Work Zone Pav Mrk Non-Remov (Y) (4") (Sld) (100 Mil)	$ 1.00	$ 1.00	$ 2,160.00	$ -	2,160.00	$ -	$ 2,160.00	$ (1,060.00)	$ 1,100.00
28	662	2,160.00	2,160.00	2,160.00	1,100.00	LF	Work Zone Pav Mrk Non-Remov (W) (4") (Sld) (100 Mil)	$ 1.00	$ 1.00	$ 2,160.00	$ -	2,160.00	$ -	$ 2,160.00	$ (1,060.00)	$ 1,100.00
29	666	1,420.00	1,420.00	1,420.00	1,400.00	LF	Refl Pav Mrk Ty I (W) (4") (Brk) (100 Mil)	$ 1.00	$ 1.00	$ 1,420.00	$ -	1,420.00	$ -	$ 1,420.00	$ (20.00)	$ 1,400.00
30	666	320.00	320.00	320.00	326.00	LF	Refl Pav Mrk Ty I (W) (8") (Sld) (100 Mil)	$ 3.00	$ 3.00	$ 960.00	$ -	960.00	$ -	$ 960.00	$ 18.00	$ 978.00
31	666	6,220.00	6,220.00	6,220.00	5,770.00	LF	Refl Pav Mrk Ty I (Y) (4") (Sld) (100 Mil)	$ 1.00	$ 1.00	$ 6,220.00	$ -	6,220.00	$ -	$ 6,220.00	$ (450.00)	$ 5,770.00
32	666	288.00	288.00	288.00	224.00	LF	Refl Pav Mrk Ty I (W) (24") (Sld) (100 Mil)	$ 8.00	$ 8.00	$ 2,304.00	$ -	2,304.00	$ -	$ 2,304.00	$ (512.00)	$ 1,792.00
33	666	735.00	735.00	735.00	524.00	LF	Refl Pav Mrk Ty I (W) (12") (Sld) (100 Mil)	$ 5.00	$ 5.00	$ 3,675.00	$ -	3,675.00	$ -	$ 3,675.00	$ (1,055.00)	$ 2,620.00
34	668	4.00	4.00	4.00	4.00	EA	Prefab Pav Mrk Ty B (W) (Word)	$ 400.00	$ 400.00	$ 1,600.00	$ -	1,600.00	$ -	$ 1,600.00	$ -	$ 1,600.00
35	668	8.00	8.00	8.00	8.00	EA	Prefab Pav Mrk Ty B (W) (Arrow)	$ 300.00	$ 300.00	$ 2,400.00	$ -	2,400.00	$ -	$ 2,400.00	$ -	$ 2,400.00
36	672	104.00	104.00	104.00	107.00	EA	Refl Pav Mrk (Ty I-C)	$ 6.00	$ 6.00	$ 624.00	$ -	624.00	$ -	$ 624.00	$ 18.00	$ 642.00
37	672	160.00	160.00	160.00	192.00	SY	Refl Pav Mrk (Ty II A-A)	$ 6.00	$ 6.00	$ 960.00	$ -	960.00	$ -	$ 960.00	$ 192.00	$ 1,152.00
38	530	0.00	70.00	70.00	70.00	SY	6" Concrete Driveway	$ -	$ 60.00	$ -	$ 4,200.00	4,200.00	$ -	$ 4,200.00	$ -	$ 4,200.00
39	465	0.00	1.00	1.00	1.00	EA	Adjust Inlet (Remove top & cap)	$ -	$ 1,300.00	$ -	$ 1,300.00	1,300.00	$ -	$ 1,300.00	$ -	$ 1,300.00
40	465	0.00	1.00	1.00	1.00	EA	Convert Existing Inlet to Manhole	$ -	$ 1,850.00	$ -	$ 1,850.00	1,850.00	$ -	$ 1,850.00	$ -	$ 1,850.00
41	xxx				252.00	EA	Turnouts (1.5" HMAC)		$ 20.00						$ 5,040.00	$ 5,040.00
42	666				434.00	LF	Remove (W) (8") (Sld)		$ 2.00						$ 868.00	$ 868.00
43	666				140.00	LF	Remove (W) (4") (Brk)		$ 1.00						$ 140.00	$ 140.00
44	666				550.00	LF	Remove (Y) (4") (Sld)		$ 1.00						$ 550.00	$ 550.00
45	666				7.00	LF	Remove Arrows		$ 100.00						$ 700.00	$ 700.00
								Total		$ 418,802.70	$ 5,408.00	$ 424,210.70	$ 11,387.50	$ 435,598.20	$ 826.00	$ 436,424.20
							TOTAL BASE AMOUNTS:			$ 418,802.70	5,408.00	424,210.70	$ 11,387.50	$ 435,598.20	$ 826.00	$ 436,424.20

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Precinct #2
Contact Name: Yoli Cisneros
Telephone # (956) 787-1891

Purchase Order Number: ***669184***
Increase # 03 for this Purchase Order
Procurement Method:

- ❑ Contract # Urban County Program
- ❑ 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: 303313
Vendor Name: Asago, LLC dba Asago Construction
Address: 2113 Pecos St.
Mission, Texas 78572

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		**$42,581.04**
1	Each	**(NIGP#91327)** Change Order No. 3	$826.00	$826.00
		AFTER APPROVAL PLEASE SEND COPY TO COUNTY AUDITOR'S OFFICE TO ATTENTION OF LUPITA GARZA		
		Amount of Increase Request		$826.00
		TOTAL AMOUNT		***$60,202.54***

Account Number: **2-1339-431-00-122-031-0-731**

Reason: Increase is needed due to Change Order No.3 placed on CCM for approval on 7/10/2012
AI-33056 Contract #5008/09/10/11-92-0311-5000-9200-UPC-ML

Authorization: _____ June 29, 2012
Department Head — Date

Reviewed by: _____ _____
Purchasing Department — Date

Approved By: _____ _____
Purchasing Agent — Date

Approved By: _____ _____
Hidalgo County Auditor — Date

AI-33140 **Budget and Management 16. A.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Sergio Cruz **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Adoption of an Order with Respect to Republic Services, Inc. project approving the refunding of the Mission Economic Development Corporation Solid Waste Disposal Revenue Bonds (Allied Waste North America, Inc. Project) Series 2007A bonds.

2. Authorization for County Judge to Execute Certificates approving the order, public hearing and related items.

BACKGROUND

In 2007, Allied Waste North America, Inc. or Affiliates issued $56.8 million in tax-exempt bonds through the Mission Economic Development Corporation ("MEDC") to finance capital improvements for a number of facilities throughout Texas, including one located in Hidalgo County ("County"). The 2007 financing totaled $56.8 million of which approximately $2.4 million was for operations in the County.

Republic Services, Inc. ("RSI"), as successor to Allied Waste North America, Inc. by merger, has the ability to refund these prior bonds and extend the bond maturity date in the current interest rate environment. As part of the refunding process, a local public hearing ("TEFRA Hearing") must be held to provide the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing or refinancing of the Project. While the County must approve the public hearing, it does not need to be held by the County.

In addition, the County must approve of the refunding through the MEDC. This approval process and TEFRA Hearing are identical to the steps that were undertaken in 2007 for the original financing.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Back up

Letter

CERT OF ORDER

Form Review

Inbox	Reviewed By	Date

Budget & Management	Merlen P. Munoz	07/06/2012 09:21 AM
Erika Zamora	Erika Zamora	07/06/2012 10:40 AM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Angela Garcia Started On: 07/06/2012 08:03 AM

Final Approval Date: 07/06/2012

AGENDA ITEM

DATE: July 6, 2012

TO: Commissioners Court

ITEM: Adoption of an Order With Respect to Republic Services, Inc. Project Approving the Refunding of the Mission Economic Development Corporation Solid Waste Disposal Revenue Bonds (Allied Waste North America, Inc. Project) Series 2007A Bonds, and Authorizing the County Judge to Execute Certificates Approving the Order and Public Hearing, and Related Items

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Background

In 2007, Allied Waste North America, Inc. or Affiliates issued $56.8 million in tax-exempt bonds through the Mission Economic Development Corporation ("MEDC") to finance capital improvements for a number of facilities throughout Texas, including one located in Hidalgo County ("County"). The 2007 financing totaled $56.8 million of which approximately $2.4 million was for operations in the County.

Republic Services, Inc. ("RSI"), as successor to Allied Waste North America, Inc. by merger, has the ability to refund these prior bonds and extend the bond maturity date in the current interest rate environment. As part of the refunding process, a local public hearing ("TEFRA Hearing") must be held to provide the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing or refinancing of the Project. While the County must approve the public hearing, it does not need to be held by the County.

In addition, the County must approve of the refunding through the MEDC. This approval process and TEFRA Hearing are identical to the steps that were undertaken in 2007 for the original financing.

Fiscal Impact

Approval of this Order and public hearing ("TEFRA hearing") in no way imposes any payment or obligation on Hidalgo County in connection with the financing.

Recommendations

1) Authorize the County Judge to execute a certificate approving the "Ordinance with Respect to Republic Services, Inc. Project" and;

2) Authorize the County Judge to execute a certificate approving the public hearing ("TEFRA Hearing").

BRACEWELL
&GIULIANI

Texas
New York
Washington, DC
Connecticut
Seattle
Dubai
London

Cristy C. Edwards
Partner

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Cristy.Edwards@bgllp.com

Bracewell & Giuliani LLP
711 Louisiana Street
Suite 2300
Houston, Texas
77002-2770

June 21, 2012

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

Re: Republic Services, Inc. Project – Proposed Order for Adoption

Dear Judge Garcia:

Enclosed is a proposed Order of the Hidalgo County Commissioners Court relating to approval required in connection with the proposed issuance by the Mission Economic Development Corporation (the "Issuer") of its Solid Waste Disposal Revenue Refunding Bonds (Republic Services, Inc. Project) Series 2012 (the "Bonds").

At the request of Republic Services, Inc., successor in interest to Allied Waste North America, Inc. ("Republic Services"), the Issuer proposes to issue the Bonds and loan the proceeds thereof to Republic Services to provide funds to refund the Issuer's Solid Waste Disposal Revenue Bonds (Allied Waste North America, Inc. Project) Series 2007A, thereby refinancing the costs of certain solid waste disposal facilities (including certain facilities located in Hidalgo County) described in the attachments to the proposed Order.

In order to permit Republic Services to use proceeds of the Bonds for the solid waste disposal facilities to be located in your County, approval of the Hidalgo County Commissioners Court is required under Texas law pursuant to the Texas Development Corporation Act, Texas Local Government Code, Chapter 501, as amended and under federal tax law pursuant to Section 147(f) of the Internal Revenue Code of 1986.

As expressly stated in the Order, the approval of the County is not to be construed as a representation or warranty or other undertaking of any kind by the County with respect to the Bonds or the solid waste disposal facilities, and the County will not be obligated to pay the Bonds or otherwise incur any liability in respect thereof. Rather, the approval is to be granted solely for purposes of Texas law and federal tax law.

Please let me know if you or any of the Commissioners have any comments or questions regarding the proposed Order. I can be reached at (713) 221-1346. Thanks again for your assistance.

Very truly yours,

Cristy C. Edwards

Enclosures

Cc: Lee A. McCormick, Community Development Associates, LLC

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

We, the undersigned officers of the Commissioners Court of Hidalgo County, Texas, hereby certify as follows:

1. The Commissioners Court of Hidalgo County, Texas, convened in regular meeting on July 10, 2012, at the regular meeting place thereof, within said County, and the roll was called of the duly constituted officers and members of said Commissioners Court and the County Clerk, to wit:

Ramon Garcia	County Judge
Joel Quintanilla	Commissioner, Precinct 1
Hector (Tito) Palacios	Commissioner, Precinct 2
Joe M. Flores	Commissioner, Precinct 3
Joseph Palacios	Commissioner, Precinct 4

and all of said persons were present except for _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDER WITH RESPECT TO REPUBLIC SERVICES, INC. PROJECT

was duly introduced for the consideration of said Commissioners Court. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

AYES: ___;

NOES: ___;

ABSTENTIONS: ____ .

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; said order has been duly recorded in said Commissioners Court's minutes of said meeting; the above and foregoing paragraph is a true, full and correct excerpt from said Commissioners Court's minutes of said meeting pertaining to the adoption of said order; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Commissioners Court as indicated therein; each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and said meeting was open to the public as required by law; and public notice of the date, hour, place and subject of said meeting was given as required by the Texas Open Meetings Act.

SIGNED AND SEALED this July 10, 2012.

_____

County Clerk

(SEAL)

ORDER WITH RESPECT TO

REPUBLIC SERVICES, INC.

PROJECT

WHEREAS, REPUBLIC SERVICES, INC., successor in interest to Allied Waste North America, Inc., and its subsidiaries or affiliates (collectively, the "Company") own and operate various solid waste disposal facilities throughout the state of Texas (collectively, the "Facilities") as more fully described in **Exhibit A** and **Exhibit B** attached hereto; and

WHEREAS, in 2007 at the request of the Company, Mission Economic Development Corporation (the "Issuer") issued its Solid Waste Disposal Revenue Bonds (Allied Waste North America, Inc. Project) Series 2007A (the "Series 2007A Bonds") to finance certain improvements to the Facilities (collectively, the "Project"), including portions of the Facilities located outside the boundaries of the Issuer's sponsoring governmental unit, subject to certain requests, hearings and approvals from the other governmental units in which the Project is located; and,

WHEREAS, a portion of the Project (the "Local Portion") is located in Hidalgo County (the "County"); and

WHEREAS, the Company now desires to refund the Series 2007A Bonds and thereby refinance the Project and has requested that the Issuer issue its Solid Waste Disposal Revenue Refunding Bonds (Republic Services, Inc. Project) Series 2012 (the "Series 2012 Bonds") for such purpose; and

WHEREAS, in order that the Local Portion of the Project may be refinanced with the proceeds of the Series 2012 Bonds, the Commissioners Court of the County (the "Commissioners Court") must request that the Issuer exercise its powers within the County for the purpose of issuing such bonds in one or more series to refund the Series 2007A Bonds and refinance the Local Portion of the Project, such request being intended to satisfy the requirements of Section 501.159 of the Texas Development Corporation Act, Texas Local Government Code, Chapter 501, as amended (the "Act"); and

WHEREAS, the Commissioners Court desires hereby to make such request of the Issuer and to take other actions to enable the Issuer to issue the Series 2012 Bonds and the Company to use the proceeds thereof to refinance the Project by refunding the Series 2007 Bonds;

WHEREAS, approval of the Commissioners Court as the "applicable elected representative" is also required in connection with the issuance of the Series 2012 Bonds in order to satisfy the requirements of Section 147(f) of the Internal Revenue Code and the Commissioners Court desires hereby to give such approval.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS:

Section 1. Third Party Financing. In order that the Local Portion of the Project may be refinanced as a part of the entire Project through the issuance of the Series 2012 Bonds, the Issuer is hereby requested to exercise its powers within the County for the purpose of issuing such bonds in one or more series to refinance the Local Portion of the Project, in accordance with Section 501.159 of the Act.

Section 2. Public Hearing and Approval for Federal Tax Purposes. In order to comply with Section 147(f) of the Internal Revenue Code of 1986, as amended, a public hearing has been held by the

hearing officer duly appointed to hold the hearing by the Issuer, in which hearing members of the public were permitted to express their views with respect to the Local Portion of the Project and the Issuer's issuance of the Bonds for such purpose. Notice of such hearing was published no less than 14 days prior to such hearing in a newspaper of general circulation in the County, and an affidavit of the publication of such notice is attached hereto as **Exhibit C**. Based solely upon the results of such hearing, and solely for purposes of complying with Section 147(f) of the Internal Revenue Code of 1986, as amended, the plan of finance, the Bonds and the facilities to be refinanced by the plan of finance in the County, all as described in the published notice of public hearing attached hereto as **Exhibit C**, are approved

SECTION 3. DISCLAIMER OF LIABILITY. THE COUNTY, THE COMMISSIONERS COURT, THE COUNTY JUDGE AND ALL OTHER COUNTY OFFICIALS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE LOCAL PORTION OF THE PROJECT OR THE ISSUANCE, CREDITWORTHINESS OR REPAYMENT OF THE INDUSTRIAL REVENUE BONDS TO BE ISSUED BY THE ISSUER WITH RESPECT TO THE LOCAL PORTION OF THE PROJECT. UNDER NO CIRCUMSTANCES SHALL THE COUNTY HAVE ANY LIABILITY, FINANCIAL OBLIGATION OR RESPONSIBILITY OF ANY KIND WITH RESPECT TO THE PAYMENT OF INDUSTRIAL REVENUE BONDS ISSUED FOR THE LOCAL SHARE OF THE PROJECT OR FOR THE CONSTRUCTION, MAINTENANCE, OPERATION OR ANY OTHER ASPECT OF THE LOCAL SHARE OF THE PROJECT.

ADJUDGED, ADOPTED AND DECREED this 10th day of July, 2012.

EXHIBIT "A"

REPUBLIC SERVICES, INC. PROJECT

Project Description

The Project will be refinanced as part of an ongoing plan of financing and is owned and operated by Republic Services, Inc. and its affiliates (collectively, the "Company"). The Project consists of financing (a) improvements to existing landfill facilities, including (i) construction of new disposal cells and liners within currently permitted acreage, (ii) additions and improvements to the leachate collection and treatment system, including leachate trenching, (iii) additions and improvements to the methane gas system, (iv) installation of new liners for intermittent and final closure of completed sections of the landfill facilities, (v) site improvements, (vi) acquisition of equipment to be used at the landfill facilities, (vii) acquisition of other equipment and assets necessary to support the foregoing improvements and to place them in to service, and (b) existing collection (hauling) and transfer station facilities, including (i) acquisition of solid waste disposal trucks and support vehicles, (ii) acquisition of solid waste disposal containers and related equipment, (iii) acquisition of solid waste disposal sorting and processing equipment, , (iv) site improvements, and (vi) acquisition of other equipment and assets necessary to support the foregoing improvements and place them in to service. The Project locations are at existing facilities outlined on the attached Exhibit "B" – Project Locations.

EXHIBIT "B"

REPUBLIC SERVICES, INC. PROJECT

Project Locations

1 collection facility located at 4831 East 25th Avenue, Amarillo, Potter County, Texas 79103;

2 landfill facility located at 7000 Interstate Highway 10 East, San Antonio, Bexar County, Texas 78219;

3 collection facility located at 440 Heath Lane, Jacksonville, Cherokee County, Texas 75766;

4 landfill facility located at 440 Heath Lane, Jacksonville, Cherokee County, Texas 75766;

5 collection facility located at 2501 South Business 45, Corsicana, Navarro County, Texas 75110;

6 hauling facility located at 3029 South 15th Street, Corsicana, Navarro County, Texas 75110;

7 collection facility located at 4414 Agnes Street, Corpus Christi, Nueces County, Texas 78405;

8 landfill facility located at 801 East College Street, Lewisville, Denton County, Texas 75057;

9 landfill facility located at 3935 Avenue A, Alta Loma, Galveston County, Texas 77510;

10 landfill facility located at 1102 Landfill Road, Longview, Gregg County, Texas 75603;

11 collection facility located at 2611 North State Highway 42, Building B, Kilgore, Gregg County, Texas 75662;

12 collection facility located at 5226 US Highway 175 East, Athens, Henderson County, Texas 75752;

13 landfill facility located at FM 493 Mile 12 Road East, Donna, Hidalgo County, Texas 78537;

14 collection facility located at 2559 FM 66, Itasca, Hill County, Texas 76055;

15 landfill facility located at 2559 FM 66, Itasca, Hill County, Texas 76055;

16 collection facility located at 13630 Fondren Road, Houston, Harris County, Texas 77085;

17 collection facility located at 5301 Brookglen Drive, Houston, Harris County, Texas 77017;

collection facility located at 5757 Oates Road, Suite A, Houston, Harris County, Texas 77078;

landfill facility located at 5757 Oates Road, Suite A, Houston, Harris County, Texas 77078;

collection facility located at 8101 E. Little York Road, Houston, Harris County, Texas 77016;

landfill facility located at 8101 E. Little York Road, Houston, Harris County, Texas 77016;

collection facility located at 1450 East Cleveland Street, Hutchins, Dallas County, Texas 75141;

collection facility located at 6425 Highway 347, Beaumont, Jefferson County, Texas 77705;

landfill facility located at 6433 Labelle Road, Beaumont, Jefferson County, Texas 77705;

landfill facility located at Highway 277 North/83 and FM 3034, Abilene, Jones County, Texas 79601;

collection facility located at 3315 Loop 534, Kerrville, Kerr County, Texas 78028;

landfill facility located at 3315 Loop 534, Kerrville, Kerr County, Texas 78028;

collection facility located at 2101 Commerce Street, Marble Falls, Burnet County, Texas 78654;

landfill facility located at 3048 Limestone County Road 460, Mexia, Limestone County, Texas 76667;

landfill facility located at 20700 Helium Road, Canyon, Randall County, Texas 79015;

collection facility located at 12920 FM 2767, Tyler, Smith County, Texas 75708;

landfill facility located at 12920 FM 2767, Tyler, Smith County, Texas 75708;

collection facility located at 6100 Elliott Reeder Road, Fort Worth, Tarrant County, Texas 76117;

collection facility located at 5001 Pine Street, Abilene, Taylor County, Texas 79601; and

collection facility located at 3031 FM 3417, Mt. Pleasant, Titus County, Texas 75456.

EXHIBIT C

Affidavit of Publication of Notice of Public Hearing

Attached

AI-33139 **Budget and Management 16. B. 1.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Sergio Cruz **Submitted By:** Olga Garza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

C.O. 2006 - Constable Precinct 1 Building (1336):
a. Approval of 2012 appropriation of funds into C.O. 2006 Constable Precinct 1 - Buildings in the amount of $49,891.89.

b. Approval of 2012 interdepartmental transfer from C.O. 2006 (various departments and programs) into C.O. 2006 Constable Pct. 1 Buildings in the total amount of $376,191.45.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1336-421-00-220-042-0-720

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

BUDGETARY IMPACT:

Funding available for appropriation as of 7/5/12. Appropriation from C.O. 2006 (1336) fund balance.

FISCAL YEAR: 2012 **ACCT. #:** 2-1336-4XX-X0-XX0-0XX-0-XXX

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

BUDGETARY IMPACT:

Available funds as of 7/6/12.

Attachments

Appropriation
Interdepartmental Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/06/2012 09:32 AM
Perla Lopez	Perla Lopez	07/06/2012 10:22 AM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Olga Garza Started On: 07/05/2012 04:48 PM

Final Approval Date: 07/06/2012

DATE: July 10, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for Constable Pct. 1

AI - 33139

ACCOUNT NUMBER: 2-1336-421-00-220-042-0-720

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

Contact: Perla Lopez
Ph#: 292-7025 Ext. 5419

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 NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
2-1336-421-00-220-042-0-720	CO, 2006-CONSTABLE PCT. 1 - BUILDINGS	$ 49,891.89

DATE: July 10, 2012

DEPARTMENT HEAD: Sergio Cruz

2012
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for C.O.
2006-Constable Pct. 1-Buildings

ACCOUNT NUMBER: 2-1336-4XX-X0-XX0-0XX-0-XXX

CONTACT PERSON: Olga Garza **PHONE:** (956) 292-7025 Ext. 5427

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			
2-1336-412-00-220-010-0- 452	CO, 2006-CRTHSE-	BLDG ADD & REN	(299,986.00)
2-1336-419-40-220-028-0- 739	CO, 2006-CRTHSE ADDL PRK-	OTHER STRUCTURES	(54,441.00)
2-1336-414-00-220-035-0- 452	CO, 2006-ELECTIONS-	BLDG ADD & RENOV	(8,805.96)
2-1336-415-00-200-006-0- 745	CO, 2006-IT DEPT-	COMPUTER EQUIPMENT	(1,500.74)
2-1336-419-40-220-028-0- 719	CO, 2006-CRTHSE ADDL PRK-	LAND	(1,515.00)
2-1336-441-00-340-022-0- 452	CO, 2006-H/D EDBG-	BLDG ADD & RENOV	(605.30)
2-1336-441-00-340-023-0- 452	CO, 2006-H/D MCALLEN-	BLDG ADD & RENOV	(61.25)
2-1336-441-00-340-024-0- 452	CO, 2006-H/D WESLACO-	BLDG ADD & RENOV	(61.25)
2-1336-441-00-340-030-0- 452	CO, 2006-H/D MISSION-	BLDG ADD & RENOV	(61.25)
2-1336-441-00-340-034-0- 452	CO, 2006-H/D ELSA-	BLDG ADD & RENOV	(61.25)
2-1336-441-00-340-035-0- 452	CO, 2006-H/D HIDALGO-	BLDG ADD & RENOV	(61.25)
2-1336-444-00-220-014-0- 452	CO, 2006-MANSION-	BLDG ADD & RENOV	(9,031.20)
TO			
2-1336-421-00-220-042-0- 720	CO, 2006-CONST PCT.1-	BUILDINGS	376,191.45
TOTAL BUDGET INCREASE (DECREASE)			**0.00**

REASON:

Interdepartmental transfer into Constable Pct. 1 to fund building construction expenditures.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

AI-33124 **Budget and Management 16. B. 2.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Sheriff's Office **Submitted By:** Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Jail (1100):
a. Approval to undesignate the amount of $3,827,336.23 in the year 2012 for expenditures related to repairs and maintenance of the County Jail in connection to the Landmark Case.
b. Approval of 2012 appropriation of funds in the amount of $3,827,336.23 to fund jail repairs.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-423-21-280-086-0-XXX

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

BUDGETARY IMPACT:

2012 appropriation of funds in the amount of $3,827,336.23 to fund jail repairs.

Funding will be unreserved from account# 2-1100-253-10-000-000-0-000 Designated F/B-Jail Repairs/Landmark.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	07/05/2012 01:52 PM
Budget & Management	Merlen P. Munoz	07/05/2012 02:14 PM
Manuel Chapa	Manuel Chapa	07/05/2012 02:37 PM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Erika Zamora Started On: 07/05/2012 11:10 AM

Final Approval Date: 07/06/2012

DATE: July 10, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt. for Jail Repairs/Landmark (1100)

ACCOUNT NUMBER: 2-1100-423-21-280-086-0-XXX

Contact: Erika Zamora **Ph#:** (956) 292-7025 Ext. 5416

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
2-1100-423-21-280-086-0-671	Jail Repairs/Landmark	Bldg & Othr Struc R&M Supplies	1,000,000.00
2-1100-423-21-280-086-0-431	Jail Repairs/Landmark	Bldg & Othr Struc R&M Srv	2,827,336.23
		TOTAL BUDGET INCREASE (DECREASE)	$ 3,827,336.23

REASON: To appropriate funding in the amount of $3,827,336.23 to fund jail repairs related to the Landmark Settlement. Funds will be unreserved from Account# 2-1100-253-10-000-000-0-000.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-33027 **Purchasing Department 17. A. 4.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Martha Salazar **Submitted By:** Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance of the scoring/evaluation grid (from the designated grading committee) for the purpose of CC to declare as "Qualified" the sole response received from "Valley Coca-Cola Bottling Co. Inc." so as to proceed with the next phase of the procurement process-authority to negotiate; and

b. Authority for Purchasing Department to negotiate a contract with Valley Coca-Cola Bottling Co. Inc." for the provision of services as requested in RFP No: 2012-031-04-18-SMA-"Hidalgo County-Vending Machine Services"

BACKGROUND

This project is a revenue generating project.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

This is a revenue generating project and thus no County expenditure is anticipated.

Attachments

participation, acceptance and scoring grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/29/2012 04:18 PM
Budget & Management	Merlen P. Munoz	06/29/2012 04:22 PM
Rosalinda Cantu	Rosie Cantu	07/06/2012 09:11 AM
Auditor's Office	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Sandra Montalvo Started On: 06/27/2012

Final Approval Date: 07/06/2012

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

RFP DATE: March 21, 2012 EXTENDED TO APRIL 18, 2012 | **RFP OPENING TIME: 9:30 A.M.**

DEPARTMENT/RFPDESCRIPTION: HIDLAGO COUNTY-Vending Machines Services

RFP NO.: 2012-031-03-21-SMA | **Buyer: Sandra Montalvo**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1)	SUNRISE VENDING ATTN: Martin Hernandez	EM	Sandra Montalvo	03/07/12	109 N. FM 509 Harlingen, Tx 78550 800-864-4907 toll free 956-423-2107 office 956-428(956) 6615 fax 956-357-5932 Cell Martin.hernandez@onetacc.com
2)	RS PREFERRED VENDING, LLC ATTN: Nancy Silva	EM	Sandra Montalvo	03/07/12	520 E, Cedar Ave., Ste. E McAllen, Tx 78501 956-972-0900 office 956-972-0902 fax rspreferred@msn.com
3)	COCA COLA BOTTLING CO. OF THE SOUTHWEST ATTN: Roy Ybarra	EM	Sandra Montalvo	03/07/12	2400 Expressway 83 West McAllen, Tx 78501 800-647-2653 toll free 956-618-6911 fax 956-607-9839 cell rybarra@cokecce.com
4)	BIG RED/7UP BOTTLING CO OF SOUTH TX Attn: Wade Richardson	EMR	Sandra Montalvo	03/13/12	210-662-4422 Direct 210-669-3228 Cell San Antonio, Tx wade.richardson@dpsg.com
5)	PEPSI BOTTLING GROUP ATTN: Chris Martinez	EM	Sandra Montalvo	03/13/12	1601 N. International Blvd. Ste. 400 Hidalgo, Tx 78557 956-994-6112 office 956-994-0868 Cecilia.gonzales@pepsi.com
6)	MAROON VENDING Attn: Eddie Morin	EMR	Sandra Montalvo	03/27/12	3005 Yellowhammer Ave McAllen, TX 78504 956-739-0977 itseddie@yahoo.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY –Vending Machine Services"

BID OPENING DATE: March 21, 2012
EXTENDED OPENING DATE: APRIL 18, 2012

BID OPENING TIME: 9:30 A.M.

BID No.: 2012-031-03-21-SMA

BUYER: Sandra Montalvo

NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT	ADDENDUM NO. 1
COCA-COLA REFRESHMENTS-MCALLEN TX	√	√

HIDALGO COUNTY

"Vending Machine Services"

RFP 2012-031-03-21-SMA

SCORING GRID

EVALUATION CRITERIA	PROPOSERS 2012			
	Valley Coca Cola Bottling Co, Inc.			
	GRADERS			
	1	2	3	4
1. **Proposer's Total Proposed Commission**	30	25	25	25
2. **Proposer's Total Proposed Selling Price For Products**	23	20	20	25
3. **Proposer's Support/Service/Warranty/Qualifications**	19	20	20	20
4. **Proposed Product & Services Meeting County's Needs & Requirements**	14	14	14	18
Total	86	79	79	88
TOTAL SCORES	332			
TOTAL AVERAGES	83			
RANKING (Upon review and approval by Hidalgo County CC)				

AI-33003 **Purchasing Department 17. B. 1.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Martha L. Salazar **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting authority to surplus approximatly 39,000 CY of FILL DIRT (Loose) as calculated by R. Gutierrez Engineering Corporation to be excavated between Minnesota Road and Owassa Road and between Raul Longoria Road and Cesar Chavez Road as identified on attached map; for the purposes of disposition through sealed bids (for sale or exchange) in connection with the "Precinct No. 2 Minnesota Drainage Improvements Project" #2012-177-OGG;

b. Requesting authority to advertise and approval of procurement packet (i.e. legal notice, specifications and draft requirements agreement) as attached hereto for the: "Sale or Exchange, Removal and Hauling of Top Soil & Fill Dirt to be Excavated" as described in section (A) in connection with the "Precinct No. 2 Drainage Improvements" project #2012-177-OGG.

BACKGROUND

Proposed project is to receive bids for the removal of soil as outlined on "Exhibit A" for Precinct NO. 2 Drainage Improvements Project.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

It is anticipated/projected that the sale of soil/dirt along with the hauling expense to prospective bidders will have no fiscal impact to Hidalgo Count.

Attachments

12-177

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/05/2012 11:27 AM
Budget & Management	Merlen P. Munoz	07/05/2012 11:31 AM
Roland Garcia	Rolando Garcia	07/06/2012 10:11 AM
Auditor's Office	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Oscar Garza Started On: 06/27/2012 08:56 AM

Final Approval Date: 07/06/2012

From:	Raul Lozano
To:	"Oscar Garza"
Subject:	FW: Hidalgo County DRS010068 - Sale of Excavated Dirt - Minnesota & South Fork Drainage Projects
Date:	Tuesday, June 26, 2012 3:20:15 PM
Attachments:	Minnesota Drain - Project Layout.pdf

From: Ramiro Gutierrez [mailto:rgutierrez@rgec.net]
Sent: Tuesday, June 26, 2012 3:05 PM
To: 'Raul Lozano'
Subject: RE: Hidalgo County DRS010068 - Sale of Excavated Dirt - Minnesota & South Fork Drainage Projects

Raul,

The amount of dirt that will be surplus for the Minnesota Drain project is 39,000 CY loose. All of it can be classified as fill dirt.

The location is between Minnesota Road and Owassa Road and between Raul Longoria Road and Cesar Chavez Road. A map is attached which shows the proposed ditch location designated by the lighter blue shaded area.

Regards,

Ramiro Gutierrez, P.E.
President
R. Gutierrez Engineering Corporation
Tel: 956 782 2557 (Office)
Tel: 956 227 2154 (Cell)
email: rgutierrez@rgec.net

This email and any files transmitted with it contain(s) information belonging to the office of R. Gutierrez Engineering Corporation which is confidential and/or legally priveledged. This information is intended only for the individual or entity to whom this email is addressed. If you are not the named recipient(s), you are hereby notified that any disclosure, copying, distributing or taking of this information for any use whatsoever is strictly prohibited. If you receive this message in error, please notify the sender at (956) 782-2557 or by email at office@rgec.net and delete this message immediately from your computer. Thank You...

From: Raul Lozano [mailto:raul.lozano@co.hidalgo.tx.us]
Sent: Wednesday, June 20, 2012 4:17 PM
To: rgutierrez@rgutierrezengineering.com
Cc: 'Raul Silguero'
Subject: FW: Hidalgo County DRS010068 - Sale of Excavated Dirt - Minnesota & South Fork Drainage Projects
Importance: High

Please forward necessary info for ad (cu.yds, site map location)

From: Oscar Garza [mailto:oscarg.garza@co.hidalgo.tx.us]
Sent: Wednesday, June 20, 2012 3:38 PM
To: 'Raul Lozano'
Cc: 'Martha Salazar'
Subject: FW: Hidalgo County DRS010068 - Sale of Excavated Dirt - Minnesota & South Fork Drainage Projects
Importance: High

We have also done the McColl Off Site Drain; the only one that has not been done is the Minnesota Drain.

Please have Mr. Gutierrez, submit the cubic yards of soil and a mapped out diagram of the proposed area for Commissioners Court approval.

Please let me know when you are ready.

Thank you!

Oscar Garza, Program Coordinator
2802 So Bus. Hwy 281
Postal Mailing Address:
2812 So. Bus 281 & Corner of Canton Rd.
Edinburg, TX 78539
Phone: 956-318-2626 Ext. 4857
Fax: 956-292-7612
oscarg.garza@co.hidalgo.tx.us

Is it really necessary to print this email?

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, June 20, 2012 11:17 AM
To: oscarg.garza@co.hidalgo.tx.us
Subject: FW: Hidalgo County DRS010068 - Sale of Excavated Dirt - Minnesota & South Fork Drainage Projects
Importance: High

Mr. G.
I would appreciate if you would either take this project on for Pct. #2 or assign to someone familiar with the process. In addition, you can offer an old project file or assist whoever you assign.
Marty

From: Raul Lozano [mailto:raul.lozano@co.hidalgo.tx.us]
Sent: Wednesday, June 20, 2012 9:02 AM
To: 'Martha Salazar'
Cc: 'Raul Silguero'
Subject: FW: Hidalgo County DRS010068 - Sale of Excavated Dirt - Minnesota & South Fork Drainage Projects

If given the option, as indicated by the grantor, pct.2 would rather donate the escavated dirt. We have

a City in the general vicinity that has communicated verbally of their interest and are willing to haul the spoil.

From: carlos.jasso [mailto:carlos.jasso@ucp.co.hidalgo.tx.us]
Sent: Wednesday, June 20, 2012 8:17 AM
To: 'Raul Lozano'
Cc: raul.silguero@co.hidalgo.tx.us
Subject: FW: Hidalgo County DRS010068 - Sale of Excavated Dirt - Minnesota & South Fork Drainage Projects

FYI

From: Ricardo Garcia [mailto:rigarcia@HNTB.com]
Sent: Tuesday, June 19, 2012 12:13 PM
To: 'carlos.jasso'; 'antonio.barco'
Cc: 57947_Lower Rio Region; Peter Harrison; Kristina Loera
Subject: RE: Hidalgo County DRS010068 - Sale of Excavated Dirt - Minnesota & South Fork Drainage Projects

Hello Mr. Jasso, in reference to the sale of excavated dirt from the Minnesota & South Fork Drainage projects, the matter has been reviewed by the state and in accordance with the GLO DR Implementation Manual, Chapter 3 Financial Management, 3.1.12 Tracking Program Income, page 37 this action would be defined as program income. Therefore, the proceeds/income would need to be submitted to the state. The Grantee has the option to donate excavated dirt and avoid the program income issue. Please advise of any questions, thank you.

Ricardo N. Garcia
Project Facilitator
Disaster Recovery Program Management Team
for the State of Texas

HNTB Corporation
Weslaco Field Office
609 Bill Summers International Blvd., Suite B
Weslaco, Texas 78596
rigarcia@HNTB.com
956.369.7898 Mobile
www.hntb.com

From: carlos.jasso [mailto:carlos.jasso@ucp.co.hidalgo.tx.us]
Sent: Tuesday, June 19, 2012 11:00 AM
To: Ricardo Garcia
Subject: RE: Minnesota & South Fork Drianage Projects

Sorry, forgot to mention if the dirt doesn't sell by a certain time they will then donate the dirt.

From: carlos.jasso [mailto:carlos.jasso@ucp.co.hidalgo.tx.us]
Sent: Tuesday, June 19, 2012 10:59 AM
To: 'Ricardo Garcia'

Subject: Minnesota & South Fork Drianage Projects

Mr. Garcia,

Good Morning! The purpose of my e-mail is to inform you that Precinct No. 2 is considering on selling the dirt that they will be digging out for the projects mention above. Hidalgo County Purchasing Department has a process in place that they must follow in order to sell the dirt; however my question would be is it okay with the state to do this? I understand that the state allowed us to follow county procurement, but I want to make sure everything is okay.

If you have any questions please let me know.

Thanks,

Carlos Jasso
Program Coordinator I
Hidalgo County Urban County Program
(956) 787-8127

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and are intended solely for the use of the individual or entity
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CITY OF SAN JUAN DRAINAGE IMPROVEMENTS

EXISTING DITCH

PROPOSED DITCH

PROPOSED DRAIN LINE

R. Gutierrez Engineering Corporation

Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577

(TEL) 956 782-2557 • (FAX) 956 782-2558

EXHIBIT "A"
SPECIFICATIONS
HIDALGO COUNTY PRECINCT NO. 2

1. **"SALE OR EXCHANGE, REMOVAL AND HAULING OF FILL DIRT/LOOSE MATERIALS IN PRECINCT NO. 2 DRAINAGE IMPROVEMENT PROJECT"FROM : "Minnesota Drain Project between Minnesota Rd. and Owassa Rd and between Raul Longoria Road and Cesar Chavez Road".**

BID NO.: 2012-177-08-01-OGG

The following are the minimum specifications for **"Sale or Exchange, Removal and Hauling of Fill Dirt/Loose materials in Precinct No. 2 Drainage Improvement Project" from: "Minnesota Drain Project between Minnesota Rd. and Owassa Rd and between Raul Longoria Road and Cesar Chavez Road".**

PROJECT OVERVIEW:

Hidalgo County Precinct #2 is in the process of excavating on the following location:

2. 39,000 Cubic Yards located on the general vicinity of the between Minnesota Rd. and Owassa Rd and between Raul Longoria Road and Cesar Chavez Road.

(REFER TO ATTACHED MAP FOR PHYSICAL LOCATIONS)

Qualified participants must currently possess all licenses, permits and any other applicable requirements before entering said premises for the removal and hauling of excavated soil.

Hidalgo County Precinct No. 2 will load excavated soil on awarded participant's trucks.

Award of bid will be to participant meeting all requirements on a "Per Cubic Yard" bid price payable to Hidalgo County.

Term of contract will be until project completion of excavated soil on identified areas, as identified as per attachment and as described below:

1. **Bid price:** must be on a per cubic yard basis payable $_____ to Hidalgo County.
2. **Bidder(s):** will be responsible for providing equipment for hauling soil necessary for project.
3. **Bid Award:** Bid award will be to the best bid meeting all requirements. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.
4. **Contract Terms:** will be upon completion of project. The **bidder(s)** awarded the contract must **furnish proof of ownership of vehicles provide evidence of** the required insurance identifying vehicles used for project as outlined in Exhibit "C", all necessary licenses and permits. Copies of all licenses, permits and insurance coverage's must be submitted to the Hidalgo County Purchasing Department upon bid award.
5. Hidalgo County Precinct #2 reserves the right to award the bid to one bidder or multiple bidders if the Hidalgo County Precinct #2 determines it is in its best interest to do so.
6. The bidder(s) awarded the contract **cannot** engage the services of a subcontractor **without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possesses all the necessary licenses and permits to perform the services and that the subcontractor has obtained the required insurance coverage as outlined in Exhibit "C".
7. **Equipment:** requesting a minimum of Six (6) Tandem Trucks available for proposed by to Hidalgo County Precinct No.2. Please note the make, year, model on Exhibit "D"
8. **Time of completion** for project will be in accordance to the work performance, excavation and scheduling as coordinated by Hidalgo County Precinct No. 2; proposed soil must be hauled out as per scheduling in accordance with project Director.

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
C-00-00-00-00

THIS CONTRACT is made and entered into this_____day of_____**, 2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____**.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for _____@ of ___ (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at _____. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

DRAFT

Specifications within **Hidalgo County** following a request for Services by the **Department Head, Commissioner, Sheriff or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be in accordance to work performance, excavation and scheduling as coordinated by Hidalgo County Precinct No. 2; proposed soil will be loaded by Precinct No. 2 and awarded vendor is responsible for soil to be hauled out as per scheduling and in accordance with project Director; project termination will be upon completion.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the Vendor agrees to pay Hidalgo County the amounts specified in Exhibit “A” and "B" attached hereto.

7. Company shall provide insurance in force on all its vehicles and all persons connected

DRAFT

with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company _____
_____
_____
_____

DRAFT

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

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WITNESS our hands in duplicate originals this_____ day of _____, 200___.

Approved by Commissioners Court on, _____day of _____, 200___.

COUNTY OF HIDALGO

ATTEST: By:_____
Juan D. Salinas, III, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY:_____
By:_____
Printed Name:_____
Title:_____

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

By:_____

DRAFT

Award Recom Constable Pct 1 Offices and Site Work Prkng and Drainage

Participating Vendors List -Parking Lot and Drainge

Constable Pct 1 Offices -Participating Vendors List

FJW Construction Bid Page

Holchemont Construction Bid Page

Withdrawal Reques Frm Bougamilia Const

Bid Bond Bougamilias Construction

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/05/2012 11:45 AM
Budget & Management	Merlen P. Munoz	07/05/2012 11:53 AM
Rosalinda Cantu	Merlen P. Munoz	07/06/2012 11:06 AM
Olga Garza	Olga Garza	07/06/2012 03:24 PM
Auditor's Office	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Moises Salazar Started On: 07/03/2012

Final Approval Date: 07/06/2012

G.A.S. ENTERPRISES, INC.
GENERAL CONTRACTOR
P.O. BOX 309 / 635 W. EDINBURG AVE.
ELSA, TEXAS 78543
PHONE 956-262-7106 / FAX 956-262-7107

May 25, 2012

Vangie Y. Garcia, Contract's Manager
County of Hidalgo, Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Tx. 78539

Re: Pct. No. 1 Constable's Bldg. Project
& Parking Lot/Off-Site Improvements
Review of Bids & Recommendations

Dear Ms. Garcia:

Attached please find the recommendations by the Review Team for the Projects identified as:

1. Precinct 1 Constable's Office Building Project
2. Precinct 1 Constable's Office Building Project - Parking Lot & Off-Site Improvements

The Review Team consisting of Commissioner Quintanilla, Constable Avila, Jose Muniz and Jose Reyes with G&MES, Civil Engineers, Ed Alcocer with AGADC - Project Architects and myself met today at Precinct 1 Meeting Room and the following construction companies are being recommended for approval:

1. Constable's Office Building - Holchemont LTD
2. Parking Lot & Off-Site Improvements - FJW Construction

If you have any questions, please contact me.

Sincerely,

Rene Salinas

Cc: Commissioner Joel Quintanilla
Constable Celestino Avila
Ed Alcocer, AGADC
Jose Muniz, G&MES
Jose Reyes, G&MES

JOEL QUINTANILLA
County Commissioner
Hidalgo County PCT. 1

May 25, 2012

Hidalgo County Purchasing Department
C/o Martha Salazar, Purchasing Agent
2802 S. Business Highway 281
Edinburg, Tx 78531

Ref: Precinct 1 Constable's Office Building Project
Architect's Opinion

Ms. Salazar:

We have received the attached letter dated May 24, 2012, wherein the Project Architect, AGADC, submits an opinion regarding the bid process for construction of the Constable's Office Building. According to the Architect, the low bid presented by Bougambilia's Construction is non-responsive and, therefore, not viable.

The second lowest bid submitted by Holchemont, LTD, appears to be in full compliance of the bidding requirements. I, Commissioner Joel Quintanilla, and Constable Celestino Avila, met with Ed Alcoer and George Garcia with AGADC, Project Architects, and Rene Salinas, Construction Manager for the Project, and hereby agree to recommend the second lowest bidder, Holchement, LTD, as the General Contractor to perform the work as specified for the amount of $724,000.00.

Sincerely,

Joel Quintanilla
County Commissioner, Pct. 1

Celestino Avila
County Constable, Pct. 1

Alcocer Garcia Associates, Inc.
1333 E. Jasmine Ave McAllen, Texas 78501 Off. 956-618-2007 Fax. 956-618-2008

May 24, 2012

Rene Salinas, Construction Manager
GAS Enterprises, Inc.
P.O. Box
Elsa, TX 78

RE: Hidalgo County Precinct 1 Constable's Office Building

Dear Mr. Salinas,

This is to further clarify our opinion on the Bid submitted for the project by Bougambilias Construction, LLC. Bougambilias Construction did not acknowledge receipt of Addendum No. 3. on the Bid form, nor in any of the other documents submitted with the bid. Addendum No. 3 contained items that materially affect the cost of the work. The Bid, therefore, should be considered 'non responsive' and beyond any further consideration.

The second lowest bid was submitted by Holchemont, LTD.. This bid was submitted in compliance with the bidding requirements. Based on the Holchemont, LTD Statement of Qualifications included with the bid, the company is well-qualified to build the project.

Please consider the above and let us know if we can provide any other information.

Sincerely,

George A. Garcia,
Project Architect

PROJECT: 2012-028-05-09-MSS
Hidalgo County Precinct One
New Constable Office Building
Weslaco, Texas

OWNER: County of Hidalgo

PROJECT ARCHITECT: Alcocer Garcia Associates, Inc
McAllen, Texas

BID DATE: May 9, 2012 BID TIME: 3:00 p.m.

BIDDERS TABULATION:

GENERAL CONTRACTOR	BASE BID	ADDENDUM	BID BOND
ALL-PRO CONTRACTOR, INC			
2. BOUGAMBILLA CONSTRUCTION, LLC	659,971.00	1, 2	✓
C.A.S COMPANIES, LP			
CASTLE ENTERPRISES			
1. DKIII HORNBACK ENT. LTD	845,000.00	1, 2, 3	✓
6. E-CON GROUP	860,000.00	1, 2, 3	✓
ENRIQUEZ ENTERPRISES, INC	~~860,000.00~~		
FJW CONSTRUCTION			
GONZALEZ BROTHERS CONSTRUCTION			
7. HIGHMARK CONSTRUCTION CO., LLC	910,000.00	1, 2, 3	✓
3. RIGNEY CONSTRUCTION	865,000.00	1, 2, 3	✓
5. SPACEMAKER CONSTRUCTION MAN.	806,000.00	1, 2, 3	✓
TRI-GEN CONSTRUCTION			
4. HOLCHEMONT LTD	724,000.00	1, 2, 3	✓

JOEL QUINTANILLA
County Commissioner
Hidalgo County PCT. 1

May 25, 2012

Hidalgo County Purchasing Department
C/o Martha Salazar, Purchasing Agent
2802 S. Business Highway 281
Edinburg, Tx 78531

Ref: Precinct 1 Constable's Office Building Project
Parking Lot & Off-Site Drainage Improvements

Ms. Salazar:

We have reviewed the attached Bid Tabulation Form prepared by the Project Engineer for the Parking Lot & Off-Site Drainage Improvements Project together with their recommendation for the selection of the Contractor to perform the work.

I, Commissioner Joel Quintanilla, and Constable Celestino Avila, met with Jose Reyes, GMES Project Engineer and Rene Salinas, Construction Manager for the Project, and hereby approve the recommendation of FJW Construction of McAllen as the Contractor to perform the work for the amount of $432,513.25 as specified.

Sincerely,

Joel Quintanilla
County Commissioner, Pct. 1

Celestino Avila
County Constable, Pct. 1

GM
GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
Texas Registered Engineering Firm F-8017

2020 E. EXPRESSWAY 83
MERCEDES, TX 78570

PHONE: (956) 565-4637
FAX: (956) 565-4636

June 8, 2012

Commissioner Joel Quintanilla
County of Hidalgo, Precinct # 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

RE: Precinct No. 1 – Constables Office – On Site Parking Lot Improvements and Off Site Drainage Improvements Engineer's recommendation on bids received

Commissioner Quintanilla:

On May 9, 2012, the County received and opened six bids for the above referenced project from:

1. Jimmy Closner & Sons
2. High Mark Construction
3. FJW Construction
4. DK III Hornback Construction
5. ASAGO Construction
6. Bougambilias Construction

The low bidder was FJW Construction of McAllen, Texas with a base bid of $431,513.25 and the second lowest base bid was for $434,525.77 from Bougambilias Construction out of Brownsville, Texas.

Guzman & Munoz Engineering and Surveying Inc. (GMES) as project engineers are recommending that the Precinct award this project to the low bidder, FJW Construction in the base bid amount of $431,513.25. We have attached the bids tabulation spreadsheet for your review and information.

Should you have any questions or concerns please feel free to contact our office at (956) 565-4637.

Respectfully Submitted,

P.E.

Jose G. Reyes, P.E.
GMES Project Engineer

JLM/oml

BID TABULATION FOR
HIDALGO COUNTY PRECINCT 1 NEW CONSTABLE OFFICE

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	BIDDER #1 UNIT PRICE	BIDDER #1 TOTAL PRICE	BIDDER #2 UNIT PRICE	BIDDER #2 TOTAL PRICE	BIDDER #3 UNIT PRICE	BIDDER #3 TOTAL PRICE	BIDDER #4 UNIT PRICE	BIDDER #4 TOTAL PRICE	BIDDER #5 UNIT PRICE	BIDDER #5 TOTAL PRICE	BIDDER #6 UNIT PRICE	BIDDER #6 TOTAL PRICE
Paving and Drainage				**Jimmy Closner & Sons Construction, Co., Inc.**		**HighMark Construction Co., LLC**		**FJW Construction, LLC**		**DK III Hornback RFD, Inc.**		**Asago Construction, LLC**		**Bougambilias Construction, LLC**	
1	2" HMAC (Type D) (Comp. Thick)	5,389	S.Y.	$10.55	$56,853.95	$17.07	$91,990.23	$11.00	$59,279.00	$12.05	$64,937.45	$9.00	$48,501.00	$16.45	$88,649.05
2	Prime Coat (MC-30) (0.2 gal/SY)	1,078	Gal	$4.50	$4,851.00	$14.84	$15,997.52	$5.00	$5,390.00	$8.35	$9,001.30	$5.00	$5,390.00	$8.05	$8,677.90
3	6" Flex Base (New) (TxDOT Item 247) (TY A, GR 1)	5,426	S.Y.	$6.50	$35,269.00	$10.14	$55,019.64	$8.00	$43,408.00	$8.58	$46,555.08	$6.00	$32,556.00	$8.74	$47,423.24
4	6" Lime Treated Existing Subgrade	5,426	S.Y.	$3.00	$16,278.00	$4.79	$25,990.54	$2.00	$10,852.00	$7.07	$38,361.82	$4.00	$21,704.00	$3.28	$17,797.28
5	Lime (HYD, COM, or QK) (Slurry) (Subgrade) (4% as per Geo-Tech)	54	Ton	$180.00	$9,720.00	$278.00	$15,012.00	$165.00	$8,910.00	$215.24	$11,622.96	$200.00	$10,800.00	$201.25	$10,867.50
6	Earthwork Pond (Excavation)	624	C.Y.	$3.25	$2,028.00	$10.00	$6,240.00	$10.00	$6,240.00	$20.56	$12,829.44	$6.00	$3,744.00	$5.75	$3,588.00
7	18" Concrete Curb & Gutter	2,171	L.F.	$6.80	$14,762.80	$16.00	$34,736.00	$8.75	$18,996.25	$8.48	$18,410.08	$9.00	$19,539.00	$10.35	$22,469.85
8	Concrete Driveways	130	S.Y.	$54.00	$7,020.00	$46.15	$5,999.50	$36.00	$4,680.00	$50.12	$6,515.60	$40.00	$5,200.00	$62.10	$8,073.00
9	15" RCP (CL III)	777	L.F.	$30.00	$23,310.00	$28.00	$21,756.00	$36.00	$27,972.00	$54.93	$42,680.61	$25.00	$19,425.00	$28.75	$22,338.75
10	30" RCP (Rubber Gasket)	911	L.F.	$70.00	$63,770.00	$65.86	$59,998.46	$65.00	$59,215.00	$51.08	$46,533.88	$50.00	$45,550.00	$31.05	$28,286.55
11	30" Concrete Headwall	1	EA.	$1,600.00	$1,600.00	$3,000.00	$3,000.00	$1,200.00	$1,200.00	$5,911.00	$5,911.00	$4,000.00	$4,000.00	$517.50	$517.50
12	12" Safety End Treatment	2	EA.	$750.00	$1,500.00	$2,500.00	$5,000.00	$400.00	$800.00	$1,413.50	$2,827.00	$1,500.00	$3,000.00	$322.00	$644.00
13	Type "C-C" (Grate) Inlet	1	EA.	$3,200.00	$3,200.00	$2,000.00	$2,000.00	$3,600.00	$3,600.00	$2,762.75	$2,762.75	$3,500.00	$3,500.00	$402.50	$402.50
14	48" Concrete Manhole	4	EA.	$3,700.00	$14,800.00	$2,500.00	$10,000.00	$2,900.00	$11,600.00	$3,726.50	$14,906.00	$4,000.00	$16,000.00	$1,725.00	$6,900.00
15	Junction Box (Concrete)	1	EA.	$5,300.00	$5,300.00	$3,000.00	$3,000.00	$4,500.00	$4,500.00	$644.43	$644.43	$5,000.00	$5,000.00	$460.00	$460.00
16	Street Repair (Storm Sewer) (Saw-cut)	52	S.Y.	$25.00	$1,300.00	$50.00	$2,600.00	$26.00	$1,352.00	$6.43	$334.36	$50.00	$2,600.00	$46.00	$2,392.00
17	Fence (Chain Link 8" high w/Barded Wire and Gate)	464	L.F.	$30.00	$13,920.00	$215.51	$99,996.64	$24.00	$11,136.00	$25.00	$11,600.00	$40.00	$18,560.00	$25.30	$11,739.20
18	Fence Cedar Wood (Treated)	40	L.F.	$35.00	$1,400.00	$62.50	$2,500.00	$21.00	$840.00	$15.00	$600.00	$30.00	$1,200.00	$17.25	$690.00
19	3 ft. Concrete Flume	1	EA.	$1,200.00	$1,200.00	$1,500.00	$1,500.00	$250.00	$250.00	$500.00	$500.00	$2,000.00	$2,000.00	$1,748.00	$1,748.00
20	Remove and Replace Concrete Sidewalk (Saw-cut)	7	S.Y.	$80.00	$560.00	$71.00	$497.00	$45.00	$315.00	$39.84	$278.88	$30.00	$210.00	$46.00	$322.00
21	Remove and Replace Curb & Gutter (Saw-cut)	23	L.F.	$15.00	$345.00	$40.00	$920.00	$12.00	$276.00	$41.12	$945.76	$20.00	$460.00	$18.40	$423.20
22	Remove and Replace Concrete Driveway (Saw-cut)	20	S.Y.	$80.00	$1,600.00	$250.00	$5,000.00	$45.00	$900.00	$35.98	$719.60	$40.00	$800.00	$18.40	$368.00
23	Concrete Pavement	395	S.Y.	$60.00	$23,700.00	$50.67	$20,014.65	$36.00	$14,220.00	$32.13	$12,691.35	$40.00	$15,800.00	$34.50	$13,627.50
24	Industrial Ornamental Metal Fence (with 2-gates)	195	L.F.	$110.00	$21,450.00	$46.15	$8,999.25	$65.00	$12,675.00	$52.00	$10,140.00	$200.00	$39,000.00	$71.30	$13,903.50
25	Light Pole and Foundation	16	EA.	$6,010.00	$96,160.00	$4,500.00	$72,000.00	$4,000.00	$64,000.00	$4,375.00	$70,000.00	$4,900.00	$78,400.00	$4,370.00	$69,920.00
26	Parking Lot Stripping and Signage	1	L.S.	$5,100.00	$5,100.00	$1,500.00	$1,500.00	$3,500.00	$3,500.00	$4,000.00	$4,000.00	$3,000.00	$3,000.00	$2,200.00	$2,200.00
27	Electrical Relocation Allowance	1	L.S.	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
TOTAL BID AMOUNT					**$431,997.75**		**$576,267.43**		**$381,106.25**		**$441,309.35**		**$410,939.00**		**$389,428.52**

Sanitary Sewer				BIDDER #1 Jimmy Closner & Sons Construction, Co., Inc.		BIDDER #2 HighMark Construction Co., LLC		BIDDER #3 FJW Construction, LLC		BIDDER #4 DK III Hornback RFD, Inc.		BIDDER #5 Asago Construction, LLC		BIDDER #6 Bougambilias Construction, LLC	
1	6" SDR-35 (Sanitary Sewer Line)	226	L.F.	$35.00	$7,910.00	$22.12	$5,000.00	$16.00	$3,616.00	$14.14	$3,195.64	$20.00	$4,520.00	$9.20	$2,079.20
2	12" x 6" Sewer Tapp (Tie-in)	1	EA.	$2,400.00	$2,400.00	$1,800.00	$1,800.00	$4,200.00	$4,200.00	$841.68	$841.68	$2,000.00	$2,000.00	$287.50	$287.50
3	Street Repair (Sanitary Sewer)	25	S.Y.	$40.00	$1,000.00	$75.00	$1,875.00	$26.00	$650.00	$160.63	$4,015.75	$30.00	$750.00	$51.75	$1,293.75
4	Laydown Curb Repair	20	L.F.	$30.00	$600.00	$40.00	$800.00	$10.00	$200.00	$237.73	$4,754.60	$10.00	$200.00	$18.40	$368.00
TOTAL BID AMOUNT					**$11,910.00**		**$9,475.00**		**$8,666.00**		**$12,807.67**		**$7,470.00**		**$4,028.45**

BID TABULATION FOR
HIDALGO COUNTY PRECINCT 1 NEW CONSTABLE OFFICE

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Water				**BIDDER #1** Jimmy Closner & Sons Construction, Co., Inc.		**BIDDER #2** HighMark Construction Co., LLC		**BIDDER #3** FJW Construction, LLC		**BIDDER #4** DK III Hornback RFD, Inc.		**BIDDER #5** Asago Construction, LLC		**BIDDER #6** Bougambilias Construction, LLC	
1	6" Water Line (DR - 25)	291	L.F.	$20.00	$5,820.00	$25.77	$7,499.07	$14.00	$4,074.00	$21.85	$6,358.35	$20.00	$5,820.00	$11.50	$3,346.50
2	1" PVC (Water Services)	163	L.F.	$15.00	$2,445.00	$15.33	$2,498.79	$9.00	$1,467.00	$16.83	$2,743.29	$15.00	$2,445.00	$4.60	$749.80
3	12" x 6" Tapping Sleeve (Tie-in)	2	EA.	$4,500.00	$9,000.00	$1,600.00	$3,200.00	$1,200.00	$2,400.00	$1,554.85	$3,109.70	$4,000.00	$8,000.00	$3,910.00	$7,820.00
4	12" x 1" Double Strap Service (Copper) with meter box	1	EA.	$2,200.00	$2,200.00	$850.00	$850.00	$1,200.00	$1,200.00	$1,028.00	$1,028.00	$1,000.00	$1,000.00	$517.50	$517.50
5	6" Gate Valve (R/S)	2	EA.	$1,100.00	$2,200.00	$1,200.00	$2,400.00	$1,000.00	$2,000.00	$1,631.95	$3,263.90	$1,000.00	$2,000.00	$977.50	$1,955.00
6	6" Double Back Flow Preventer	1	EA.	$20,000.00	$20,000.00	$12,000.00	$12,000.00	$4,500.00	$4,500.00	$8,956.45	$8,956.45	$7,000.00	$7,000.00	$11,500.00	$11,500.00
7	Fire Hydrant (Complete)	1	EA.	$5,400.00	$5,400.00	$6,500.00	$6,500.00	$4,200.00	$4,200.00	$5,512.65	$5,512.65	$7,000.00	$7,000.00	$3,910.00	$3,910.00
TOTAL BID AMOUNT					**$47,065.00**		**$34,947.86**		**$19,841.00**		**$30,972.34**		**$33,265.00**		**$29,798.80**
Project Wide				**BIDDER #1** Jimmy Closner & Sons Construction, Co., Inc.		**BIDDER #2** HighMark Construction Co., LLC		**BIDDER #3** FJW Construction, LLC		**BIDDER #4** DK III Hornback RFD, Inc.		**BIDDER #5** Asago Construction, LLC		**BIDDER #6** Bougambilias Construction, LLC	
1	Mobilization	1	L.S.	$15,000.00	$15,000.00	$8,000.00	$8,000.00	$10,000.00	$10,000.00	$22,000.00	$22,000.00	$5,000.00	$5,000.00	$3,450.00	$3,450.00
2	Installation and Maintentance of Traffic Control, Barricades, Signs, and Traffic Handling	1	L.S.	$3,500.00	$3,500.00	$4,500.00	$4,500.00	$4,900.00	$4,900.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$1,725.00	$1,725.00
3	Constuction Stakingfor Entire Project	1	L.S.	$1,800.00	$1,800.00	$3,500.00	$3,500.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$2,070.00	$2,070.00
4	Installation and Maintentance of Erosion Control Measures as per contractor submitted SW3P	1	L.S.	$5,500.00	$5,500.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$2,500.00	$2,500.00	$4,000.00	$4,000.00	$4,025.00	$4,025.00
TOTAL BID AMOUNT					**$25,800.00**		**$20,000.00**		**$21,900.00**		**$31,500.00**		**$16,000.00**		**$11,270.00**

BID TABULATION SUMMARY FOR
HIDALGO COUNTY PRECINCT 1 NEW CONSTABLE OFFICE

	BIDDER #1 Jimmy Closner & Sons	BIDDER #2 HighMark	BIDDER #3 FJW	BIDDER #4 DK III Hornback	BIDDER #5 Asago	BIDDER #6 Bougambilias
Paving and Drainage	$431,997.75	$576,267.43	$381,106.25	$441,309.35	$410,939.00	$389,428.52
Sanitary Sewer	$11,910.00	$9,475.00	$8,666.00	$12,807.67	$7,470.00	$4,028.45
Water	$47,065.00	$34,947.86	$19,841.00	$30,972.34	$33,265.00	$29,798.80
Project Wide	$25,800.00	$20,000.00	$21,900.00	$31,500.00	$16,000.00	$11,270.00
GRAND TOTAL	**$516,772.75**	**$640,690.29**	**$431,513.25**	**$516,589.36**	**$467,674.00**	**$434,525.77**

TRANSMITTAL LETTER -

AIA DOCUMENT G810

PROJECT: (name, address) Precinct No. 1 - Constable's office

ARCHITECT'S PROJECT NO:

DATE: 5/25/12

TO: Hidalgo Co. Purchasing Dept.

If enclosures are not as noted, please inform us immediately.
If checked below, please:
( ) Acknowledge receipt of enclosures
( ) Return enclosures to us.

ATTN: Vangie Y. garcia

WE TRANSMIT:
(✓) Herewith ( ) under separate cover via _____
( ) in accordance with your request

FOR YOUR:
(✓) approval
( ) review & comment
( ) use
( ) distribution to parties ( ) information
( ) record
( ) see below

THE FOLLOWING:
( ) Drawings
( ) Specifications
( ) Change Order
( ) Shop Drawing Prints ( ) Product Literature
( ) Shop Drawing Reproducible ( ) Samples
(✓) See Below

Copies	Date	Rev. No.	Description	Action Code
1	5/25/12		Review of Bids & Recommendations	
4	5/25/12		AGADC Invoice for Payment #4	
4	5/25/12		AGADC Invoice for printing plans/specs	

Action Code
A. Action indicated on item transmitted
B. No action required
C. For signature and return to this office
D. For signature and forwarding as noted below
E. See REMARKS below

REMARKS

COPIES TO: (with enclosures)
[ ]
[ ]
[ ]
[ ]

G.A.S. Enterprises, Inc.
P.O. Box 309
Elsa, TX 78543

By: Rene Sallinas, President

AIA OCUMENT G810 - TRANSMITTAL LETTER

5/25/12 Pmt #4

Hidalgo County Precinct 1 New Constable Office
Parking Lot and Off Site Drainage

	Name of Organization	Contact Name	Cell #	Fax #	Email
1	Jimmy Closner & Sons	Marcos Closner	956-565-2688	956-565-0347	
2	JF Utility	Robert Rodriguez	956-227-9434	956-488-0431	
3	JM Construction	Juan Mendoza	956-565-5222	956514-4955	
4	HighMark Construction	Tomas Canul	956-212-4219		tommy.canul@highmark-construction.com
5	FJW Construction	Jeanne Baker	956-688-2397	956-688-2315	jbaker@fjwcc.com

Cash/Check

Check

Cash

Check

Check

Check

PROJECT: Hidalgo County Precinct One
New Constable Office Building
Weslaco, Texas

OWNER: County of Hidalgo

PROJECT ARCHITECT: Alcocer Garcia Associates, Inc
McAllen, Texas

BID DATE: May 9, 2012 BID TIME: 3:00 p.m.
LIST OF BIDDERS:

FJW Construction
P: 956.688.2397
F: 956.688.2315
jbaker@fjwcc.com

All Pro Contractors, Inc.
P: 956.971.9688
F:971.9626
E-mail:allprocontractor@gmail.com

Enriquez Enterprises, Inc.
P: 956.259.8005
F: 956.259-8009
E-Mail: genriquez@enriquezenterprises.net

Tri-Gen Construction
P: 956.447.1048
F: 956.447.2003
E-Mail: cbearden@tri-gen.com

DK III Hornback Enterprises, LTD
P: 956.968.2829
F: 956.969.9634
E-Mail: kdiiihb.project@gmail.com

Rigney Construction
P: 956.381.6916
F: 956.287.1646
E-Mail: rigneyconstruct@aol.com

Bougambilla Construction, LLC
P: 956.541.1390
F: 956.541.1925
E-Mail: Bugconst@gmail.com

Highmark Construction Co., LLC
P: 956.451.3274
F: 956.664.2359
e-Mail carlo.cantu@highmark-construction.com

C.A.S. Companies, LP
P: 956.537.1466
F: 281.499.4747
E-Mail: frodriguez@caslp.com

Spacemaker Construction Management
P: 956.292.0968
F:956.292.0963
E-Mail: ron@spacemakerconstruction.com

Castle Enterprises
P: 956.800.4144
F: 956.800.4538
E-Mail:
Yvonne.gonzalez@castleenterprises.us

Gonzalez Brothers Construction
P: 956.451.4616
F: 956.585.2942
E-Mail:gbroconstruction@gmail.com

Holchemont, LTD
P: 956.686.2901
F: 956.686.2925
E-Mail: bids@holchemont.com

SCHEDULE OF UNIT PRICE

Bidder agrees to perform all work described in the Contract Documents for the following unit price or lump sum:

BID SCHEDULE
HIDALGO COUNTY PRESINCT # 1 CONSTABLE OFFICE
PARKING LOT AND OFF-SITE DRAINAGE

Note: Bids shall include all applicable taxes and fees.

ITEM NO.	DESCRIPTION (write unit bid in words)	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
PAVING AND DRAINAGE					
1	2" HMAC (Type D) (Comp. Thick) for Eleven Dollars and 0 Cents	5,389	S.Y.	$ 11.00	$ 59,279.00
2	Prime Coat (MC-30) (0.2 gal/SY) for Five Dollars and 0 Cents	1,078	Gal.	$ 5.00	$ 5,390.00
3	6" Flex Base (New) (TxDOT Item 247) (TY A, GR 1) for Eight Dollars and 0 Cents	5,426	S.Y.	$ 8.00	$ 43,408.00
4	6" Lime Treated Existing Subgrade for two Dollars and 0 Cents	5,426	S.Y.	$ 2.00	$ 10,852.00
5	Lime (HYD, COM or QK) (Slurry) (Subgrade) (4% as per Geo-Tech) for One hundred sixty five Dollars and 0 Cents	54	Ton	$ 165.00	$ 8,910.00
6	Earthwork Pond (Excavation) for Ten Dollars and 0 Cents	624	C.Y.	$ 10.00	$ 6,240.00
7	18" Concrete Curb & Gutter for Eight Dollars and seventy five Cents	2,171	L.F.	$ 8.75	$ 18,996.25
8	Concrete Driveways for Thirty six Dollars and 0 Cents	130	S.Y.	$ 36.00	$ 4,680.00
9	15" RCP (CL III) for Thirty six Dollars and 0 Cents	777	L.F.	$ 36.00	$ 27,972.00

SCHEDULE OF UNIT PRICE

Bidder agrees to perform all work described in the Contract Documents for the following unit price or lump sum:

BID SCHEDULE
HIDALGO COUNTY PRESINCT # 1 CONSTABLE OFFICE
PARKING LOT AND OFF-SITE DRAINAGE

ITEM NO.	DESCRIPTION (write unit bid in words)	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
10	30" RCP (Rubber Gasket) for Sixty five Dollars and 0 Cents	911	L.F.	$ 65.00	$ 59,215.00
11	30" Concrete Headwall for one thousand two hundred Dollars and 0 Cents	1	EA.	$ 1,200.00	$ 1,200.00
12	12" Safety End Treatment for four hundred Dollars and 0 Cents	2	EA.	$ 400.00	$ 800.00
13	Type "C-C" (Grate) Inlet for three thousand six hundred Dollars and 0 Cents	1	EA.	$ 3,600.00	$ 3,600.00
14	48" Concrete Manhole for two thousand nine hundred Dollars and 0 Cents	4	EA.	$ 2,900.00	$ 11,600.00
15	Junction Box (Concrete) for four thousand five hundred Dollars and 0 Cents	1	EA.	$ 4,500.00	$ 4,500.00
16	Street Repair (Strom Sewer)(Saw-cut) for twenty six Dollars and 0 Cents	52	S.Y.	$ 26.00	$ 1,352.00
17	Fence (Chain Link 8' high w/Barded Wire and Gate) for twenty four Dollars and 0 Cents	464	L.F.	$ 24.00	$ 11,136.00
18	Fence Cedar Wood (Treated) for twenty one Dollars and 0 Cents	40	L.F.	$ 21.00	$ 840.00
19	3 ft. Concrete Flume for two hundred fifty Dollars and 0 Cents	1	EA.	$ 250.00	$ 250.00

SCHEDULE OF UNIT PRICE

Bidder agrees to perform all work described in the Contract Documents for the following unit price or lump sum:

BID SCHEDULE
HIDALGO COUNTY PRESINCT # 1 CONSTABLE OFFICE
PARKING LOT AND OFF-SITE DRAINAGE

ITEM NO.	DESCRIPTION (write unit bid in words)	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
20	Remove and Repalce Concrete Sidewalk (Saw-cut) for forty five Dollars and 0 Cents	7	S.Y.	$ 45.00	$ 315.00
21	Remove and Repalce Curb & Gutter (Saw-cut) for twelve Dollars and 0 Cents	23	L.F.	$ 12.00	$ 276.00
22	Remove and Repalce Concrete Driveway (Saw-cut) for forty five Dollars and 0 Cents	20	S.Y.	$ 45.00	$ 900.00
23	Concrete Pavement for thirty six Dollars and 0 Cents	395	S.Y.	$ 36.00	$ 14,220.00
24	Industrial Ornamental Metal Fence (with 2- Gates) for sixty five Dollars and 0 Cents	195	L.F.	$ 65.00	$ 12,675.00
25	Light Pole and Foundation for four thousand Dollars and Cents	16	EA.	$ 4,000.	$ 64,000.00
26	**Parking Lot Stripping and Signage for three thousand five hundred Dollars and 0 Cents**	**1**	**L.S.**	$ 3500	$ 3500.00
27	**Electrical Relocation Allowance for Five Thousand Dollars and No Cents**	**1**	**L.S.**	**$ 5,000.00**	**$ 5,000.00**

Addendum No. 1

Total Amount of Paving & Drainage Bid Schedule (Items 1 through 27) $ 381,106.25

SCHEDULE OF UNIT PRICE

Bidder agrees to perform all work described in the Contract Documents for the following unit price or lump sum:

BID SCHEDULE
HIDALGO COUNTY PRESINCT # 1 CONSTABLE OFFICE
PARKING LOT AND OFF-SITE DRAINAGE

Note: Bids shall include all applicable taxes and fees.

ITEM NO.	DESCRIPTION (write unit bid in words)	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
WATER					
1	6" Water Line (DR-25) for fourteen Dollars and 0 Cents	291	L.F.	$ 14.00	$ 4074.00
2	1" PVC (Water Service) for nine Dollars and 0 Cents	163	L.F.	$ 9.00	$ 1,467.00
3	12"X6" Tapping Sleeve (Tie-In) for one thousand two hundred Dollars and 0 Cents	2	EA.	$ 1200.00	$ 2,400.00
4	12"X1" Double Strap Service (Copper) with Meter Box for one thousand two Hundred Dollars and 0 Cents	1	EA.	$ 1200.00	$ 1,200.00
5	6" Gate Valve (R/S) for one thousand Dollars and 0 Cents	2	EA.	$ 1000.00	$ 2,000.00
6	6" Double Back Flow Preventer for four thousand five hundred Dollars and 0 Cents	1	EA.	$ 4,500.00	$ 4,500.00
7	Fire Hydrant (Complete) for four thousand two hundred Dollars and 0 Cents	1	EA.	$ 4,200.00	$ 4,200.00
Total Amount of (Water) Bid Schedule (Items 1 through 7)					$ 19,841.00

SCHEDULE OF UNIT PRICE

Bidder agrees to perform all work described in the Contract Documents for the following unit price or lump sum:

BID SCHEDULE
HIDALGO COUNTY PRESINCT # 1 CONSTABLE OFFICE
PARKING LOT AND OFF-SITE DRAINAGE

Note: Bids shall include all applicable taxes and fees.

ITEM NO.	DESCRIPTION (write unit bid in words)	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
SANITARY SEWER					
1	6" SDR-35 (Sanitary Sewer Line) for Sixteen _____ Dollars and Zero Cents	226	L.F.	$ 16.00	$ 3,616.00
2	12"X6" Sewer Tapp (Tie-In) for four thousand two hundred _____ Dollars and Zero Cents	1	EA.	$ 4,200.00	$ 4,200.00
3	Street Repair (Sanitary Sewer) for twenty six _____ Dollars and Zero Cents	25	S.Y.	$ 26.00	$ 650.00
4	Laydown Curb Repair for ten _____ Dollars and Zero Cents	20	L.F.	$ 10.00	$ 200.00
Total Amount of (Sanitary Sewer) Bid Schedule (Items 1 through 4)					$ 8,6666.00

SCHEDULE OF UNIT PRICE

Bidder agrees to perform all work described in the Contract Documents for the following unit price or lump sum:

BID SCHEDULE
HIDALGO COUNTY PRESINCT # 1 CONSTABLE OFFICE
PARKING LOT AND OFF-SITE DRAINAGE

Note: Bids shall include all applicable taxes and fees.

ITEM NO.	DESCRIPTION (write unit bid in words)	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
PROJECT WIDE					
1	Mobilization for Ten Thousand _____ Dollars and 0 Cents	1	L.S.	$ 10,000.00	$ 10,000.00
2	Installation and Maintenance of Traffic Control, Barricades, Signs, and Traffic Handling as per Contractor Submitted Traffic Control Plan signed & sealed by a Texas Licensed Profesional Engineer as per TxDot - TMUTCD for Four Thousand nine hundred Dollars and 0 Cents	1	L.S.	$ 4,900.00	$ 4,900.00
3	Constuction Staking for Entire Project for Three Thousand _____ Dollars and 0 Cents	1	L.S.	$ 3,000.00	$ 3,000.00
4	Installation and Maintenance of Erosion Control Measurs as per Contractor Submitted SW3P for Four Thousand _____ Dollars and 0 Cents	1	L.S.	$ 4,000.0	$ 4,000.00

Total Amount of Bid Schedule
(Items 1 through 3) $ 21,900.00

Bidder agrees to perform all work described in the Contract Documents for the following unit price or lump sum:

BID SCHEDULE
HIDALGO COUNTY PRESINCT # 1 CONSTABLE OFFICE
PARKING LOT AND OFF-SITE DRAINAGE

SUMMARY

1. Paving and Drainage	$ 381,106.25
2. Waterline Distribution	$ 19,841.00
3. Sanitary Sewer	$ 8,666.00
4. Project Wide	$ 21,900.00
Total Unit Price	$ 432,513.25

Document 00310

FORM OF PROPOSAL

OPENED 3:35 5-9-12 Witnessed

To: HIDALGO COUNTY

Project No.: P-740

Project: HIDALGO COUNTY PRECINCT No.1 CONSTABLE OFFICE PARKING LOT AND OFF-SITE DRAINAGE

Bidder: FJW Construction, LLC
[Print or type full name of proprietorship, partnership, corporation, or joint venture]

1.0 OFFER

Having examined the place of the Work and all matters referred to in the Bid Documents, and the Contract Documents prepared by or approved by the Engineer for the named Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Total Bid Price of:

Four hundred Thirty one thousand five hundred thirteen & .25/cents (Dollars)
[Print or type in words, Bidder's Total Bid Price]

($ 431,513.25)
[Print or type in figures, Bidder's Total Bid Price]

Unit Price or Combination Stipulated Price and Unit Price Contract. If the Bid is for a Unit Price Contract or a combination of Stipulated Price and Unit Price Contract, the Total Bid Price, including Cash Allowances, if any, is tabulated in: Document 00405 - Schedule of Unit Price Work for a Project with no Alternate Bids, or Document 00407 - Schedule of Alternates for a Project with Alternate Bids.

Cash Allowances. All Cash Allowances, totaled in either Document 00405 - Schedule of Unit Price Work, as applicable, and described in the Bid Documents are included in the Total Bid Price.

Changes in Contract Price Due to Variations in Actual Quantities. For items quoted in Document 00405 - Schedule of Unit Price Work, the Total Bid Price is based in whole or in part on the Unit Price multiplied by the quantity for each of the items listed. The Contract Price is subject to change due to variation in the actual quantities of each item in the completed Work in accordance with the Contract Documents.

Alternate Bids. Alternate Bid work, as listed in Document 00407 - Schedule of Alternates and described in the Bid Documents, will be performed for an amount added or deducted to the Total Bid Price for each Alternate Bid that is accepted by the Owner. The Owner may accept or reject any or all Alternate Bids.

Security Deposit. Included herewith is a Security Deposit in the amount of 5 percent of the greatest amount of the Total Bid Price, or Total Alternate Bid Price(s).

Period for Bid Acceptance. This offer shall be open to acceptance and is irrevocable for 60 days from the Bid date. That period may be extended by mutual written agreement of the Owner and the Bidder. After 60 days, the Bidder may withdraw without penalty if no mutual agreement can be reached.

2.0 CONTRACT TIME

If this offer is accepted, Substantial Completion of the Work will be achieved within the time stated in Document 00020 - Notice to Bidders. The Date of Commencement will be established by the Notice to Proceed.

3.0 ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs relating thereto are included in the Bid Price:

Addendum No. 1, dated 05/07/12

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

4.0 SUPPLEMENTS TO THIS BID:

The following Supplements are attached as an integral part of this Bid:

[X] Document 00405 - Schedule of Unit Price Work, if applicable
[X] Document 00407 - Schedule of Alternates, if applicable
[X] Document 00411 – Bid Bond (*Form supplied by Bidder*)
[X] Document 00420 – Statement of Bidder's Qualifications
[X] Document 00423 – Certification to Bidder's Experience & Qualifications
[X] Document 00425 – Equipment & Material Suppliers List

5.0 SIGNATURES:

Bidder: FJW Construction, LLC
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*)

By: Bobby Whatley 05/02/12
[Signature]** [Date]

Name: Bobby Whatley Executive Vice President
[Please print or type name] [Title]

Address: 1100 E. Jasmine, Suite 102
[Mailing]

McAllen, TX 78501
[Street, if different]

Telephone: 956-688-2397
[Print or type telephone number]

* *If the Bid is a joint venture, add additional Bid form signature sheets for each member of the joint venture.*

** *The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Bidder has not, either directly or indirectly, entered into*

EXHIBIT 'B'

B I D

PROJECT: Constable's Office Building
Hidalgo County Precinct 1
Hidalgo County, Texas
RFB No. 2012-028-05-09-MSS

OPENED
3:21
5-9-12
Witnessed

PROPOSAL FROM: **Holchemont, Ltd.**

TO OWNER: County of Hidalgo
2802 S. Business Hwy 281
Edinburg, TX 78539

Having fully examined the Legal Notice, the General Conditions, Bonds Requirements, Specifications and Drawings related to the above project, as well as the site and conditions affecting the work, bidder proposes to furnish all materials, equipment and labor called for by the entire and completed work in accordance with before mentioned documents for the sum of:

BID: Seven Hundred and twenty four thousand DOLLARS
In words

($ 724,000.00)
In figures

The Undersigned hereby declares that he has visited the Site and has carefully examined the Drawings, Specifications, Contract Documents and Bidding Documents related to the Work covered by his Bid.

Upon receipt of " NOTICE OF AWARD ", the Undersigned will immediately execute the formal Contract (Agreement). Bidder agrees to commence the work within 10 days of receipt of "NOTICE TO PROCEED" and to complete the construction of the project within 275 calendar days of the starting date to be stated in the "NOTICE TO PROCEED".

The Proposal, the Agreement, the Drawings, the General Conditions, Supplementary General Conditions, the Specifications and any Addenda shall all become a part of the Contract.

Bidder acknowledges receipt of the following Addenda: **#1, #2, #3**

If Bidder is notified of the acceptance of this Bid Proposal with sixty(90) calendar days after bid opening, bidder will enter into an agreement with the County of Hidalgo. The contract required will be AIA Document A101, latest edition, Standard Form of Agreement Between Owner and Contractor, Stipulated Sum. The corresponding General Conditions of the Contract for Construction, are a part of these specifications as if herein included in its entirety.

The Bidder, if awarded the contract, agrees to execute and deliver to the Architect within ten (10) calendar days of the Notice of Award date, satisfactory bonds in the amount of one hundred (100%) percent of Contract Sum conditioned on faithful Performance of Contract and one hundred (100%) percent Payment Bond .

The Bidder shall furnish with this proposal a cashier's check, or bid bond, in the amount of five (5%) percent of greatest amount bid. The check or bid bond shall be made payable to the Owner. The check or bid bond shall be left in escrow with the Architect at bid opening and is the measure of liquidated damages which Owner will sustain by the failure of the bidder to execute and deliver the above named agreement and bonds within ten (10) calendar days of written notification of award of contract to the bidder. The bidder agrees to forfeit to the Owner the cashier's check of bid bond if bidder does not comply with the foregoing. However, if this proposal is not accepted by the Owner within ninety (90) calendar days of the bid opening, or if the bidder is awarded the contract and executes and delivers said contract, the check, or bond, will be returned to the bidder upon receipt of the signed contract and bonds by the Owner.

In addition to Bid Bond, refer to Submittal Check List for County Front End Forms. Include items required to be submitted with Bid.

FIRM: **Holchemont, Ltd.**

SIGNED BY: _____

If corporation affix seal here

TITLE: **Manager**

DATE: **May 09, 2012**

ADDRESS: **900 North Main Street**
McAllen, Texas 78501

TELEPHONE: **956-686-2901**

FAX: **956-686-2925**

BOUGAMBILIAS CONSTRUCTION
1352 W. Levee St.
Brownsville, TX 78520
(956) 561-1875 cell.
(956) 541-1925 fax
(956) 541-1390 office

bugconst@gmail.com

To: Mrs. Martha Salazar	From: Mr. Miguel [redacted]
Fax: 956-292-7612	Pages: 1 page
Phone:	Date: 05/11/2012
	cc:

Good Afternoon:

Attached please find a letter related to Bid No. 2012-028-05-09.

Any additional information needed, please request it to our office (956)541-1390.

Thanks,

Thanks,

Bougambilias Construction LLC/Idalys

Bougambilias Construction, LLC
1352 W. Levee St.
Brownsville, Texas 78520
Office: 956-541-1390
Cell: 956-561-1875
bugconst@gmail.com

May 11, 2012

Mrs. Martha L. Salazar
2812 S. Business Hwy 281
Edinburg, Texas 78539

RE: Contable's Office Building Hidalgo County Precinct No. 1
Project No.1 2012-028-05-09-MSS

Dear Mrs. Salazar:

This letter is to notify that we are retracting our bid for the project mentioned above for the following reason:

- Did not acknowledge addendum No. 3 pricing and scope of work

With this involuntary omission we are not in the position to continue with our offer in the best interest for our Company and Hidalgo County following bid procedures and/or standards.

We want to thank Hidalgo County for giving us the opportunity in bidding on this project and look forward in bidding future projects.

If you have any question please call our office at (956)541-1925.

Respectfully,

Miguel A. Cisneros
President

cc: Alcocer Garcia Associates, Inc.

INSURORS INDEMNITY Companies

PO Box 2683 · 225 South Fifth Street · Waco, TX 76702-2683
www.insurorsindemnity.com · 254-759-3701 · 254-755-6399

BID BOND

Bond No. CNB-14237-00

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Bougambilias Construction, LLC, as Principal, hereinafter called the Principal, and INSURORS INDEMNITY COMPANY, Waco, Texas, as Surety, hereinafter called the Surety, are held and firmly bound unto Hidalgo County Precint No. 1, as Obligee, hereinafter called the Obligee, in the amount of 5% % of the amount of this bid not to exceed 5% of the Greatest Amount Bid ($ 5% of G.A.B), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for
Constable's Office Building,New Construction of Office Building

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing and give bond with good and sufficient surety, or, in the event of the failure of the Principal to enter into such Contract and give such bond or bonds; if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, SEALED AND DATED this 9th day of May, 2012.

Principal:
Bougambilias Construction, LLC
(Seal)
By: Miguel A Garcia
(title) President

Surety:
INSURORS INDEMNITY COMPANY
(Seal)
By: William Chad Hainley
William Chad Hainley, Attorney-in-Fact

INSURORS INDEMNITY Companies

P.O. Box 2683 • 225 South Fifth Street • Waco, Texas 76702-2683
www.insurorsindemnity.com • 254-759-3700 • Fax 254-755-6399

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: http://www.tdi.state.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tanbien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: http://www.tdi.state.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto y esta dado para acatar con Section 2253.021 Government Code y Section 53.202, Property Code efectivo, Septiembre 1, 2001.

INSURORS INDEMNITY
Companies

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS: **Number:** CNB-14237-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint William Chad Hainley of the City of San Antonio, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Thomas G. Chase
Thomas G. Chase, Jr, Chairman and CEO

State of Texas
County of McLennan

On the 8th day of July, 2009, before me a Notary Public in the State of Texas, personally appeared Thomas G. Chase, Jr. and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as Chairman and Chief Executive Officer, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

SHERRI WHITEHOUSE
Notary Public
STATE OF TEXAS
My Comm Exp 05/21/2013

Sherri Whitehouse
Notary Public, State of Texas

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on July 8, 2009:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on July 8, 2009, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 9th day of May, 2012.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORS.COM.

AI-32799 **Purchasing Department** **17. E. 1.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Martha Salazar **Submitted By:** Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommending award of bid and approval of contract to multiple bidders as attached hereto meeting all specifications and/or requirements as detailed and reflected in documentation attached for Bid No. 2012-053-MEG Hidalgo County WIC Program "Medical Supplies".

BACKGROUND

Commence July 19, 2012
Current Contract will expire on July 18, 12012

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1292-441-00-350-001-2-607

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

BUDGETARY IMPACT:

Funds available as of 6/29/12 $2,965.06.

Attachments

Memo of Recommendation
Tabulation Sheet
Participation Sheet
QUAD MED CONTRACT
INTERBRO BACKUP

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/28/2012 11:18 AM
Budget & Management	Merlen P. Munoz	06/28/2012 01:11 PM
Erika Zamora	Erika Zamora	06/29/2012 11:54 AM
Auditor's Office	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Elena Gomez Started On: 06/13/2012 10:20 AM

Final Approval Date: 07/06/2012

MEMORANDUM

TO: Margarita Gonzalez
Hidalgo County WIC Program

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: June 11, 2012

RE: **Bid No: 2012-053-06-06-MEG HIDALGO COUNTY WIC OFFICE**
"Medical Supplies"

Enclosed you will find the tabulation sheet from the participants meeting all specifications and/or requirements regarding the above referenced project for your review and comments and/or recommendation.

Please respond no later than Wednesday June 29, 2011 by 3:00 p.m. by marking approved or disapproved along with your budget information.

If you should have any questions or need additional information please contact me at (956) 318-2626 x=4855

☑ **APPROVED** ☐ **DISAPPROVED**

BUDGET ACCOUNT # 2.1292.441.00.350.001.2.604

Concerns, Comments and/or Recommendation: Please award to vendors who met specifications. Interboro Packaging and Quadmed. Inc.

Norma Longoria — Norma L. Longoria — 6/12/12

Authorized Signature — Printed Name — Date

TABULATION SHEET
HIDALGO COUNTY – WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO.: 2012-053-06-06-MEG

	COMPANIES	INTERBORO PACKAGING	QUADMED, INC
	MEDICAL SUPPLIES UNIT COST		
1	Sterile Surgilance –One Step Lancets	**$ N/A**	**$ 15.99 bx**
			100 qty per bx
			15 boxes per cs
2	Band-Aids – Sterile (¾ x 3)	**$ N/A**	**$ 1.30 bx**
			100 qty per bx
			24 boxes per cs
3	Alcohol Preps	**$ N/A**	**$ 1.40 bx**
			200 qty per bx
			10 boxes per cs
4	Sharps Containers (14 Qt)	**$ N/A**	**$ 8.09 ea**
			1 qty per bx
			20 ea per cs
5	Vinyl Exam Gloves- **Small** (powder free-non sterile)	**$ 2.94**	**$ NO BID**
		100 qty per bx	
		10 boxes per cs	
6	Vinyl Exam Glove-**Medium** (powder free-non sterile)	**$ 2.94**	**$ NO BID**
		100 qty per bx	
		10 boxes per cs	
7	Vinyl Exam Gloves–**Large** (powder free-non sterile)	**$ 2.94**	**$ NO BID**
		100 qty per bx	
		10 boxes per cs	
8	Alasta Nitrile Gloves-L**arge** (powder free-non sterile)	**$ 4.15**	**NO BID**
		100 qty per bx	
		10 boxes per cs	
9	Cotton Glove Liners (12) per bag	**$ N/A**	**$ 16.95 bx**
			100 qty per bag
			1 boxes per cs
10	Gauze (2x2)	**$ N/A**	**$ 0.82 bx**
			200 qty per bx
			20 boxes per cs
11	Alcohol (16 oz.)	**$ N/A**	**$ 1.52 ea**
			1 each qty per bx
			12 each per cs
12	Menu Tissue Paper (12x12) (Sheet headrest without slit)	**$ N/A**	**$ No Bid**
13	Cotton tipped applicators (6"–non sterile)	**$ N/A**	**$ 3.51 bx**
			1000 qty per bx
			10 boxes per cs

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
IBF-RFP-RFQ-RFI

BID OPENING DATE: JUNE 6, 2012 BID OPENING TIME: 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: Hidalgo County WIC Program-"Medical Supplies"
BID NO: 2012-053-06-06-MEG

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1.) Hemo Cue, Inc. Attn: Ty Sheehey tye.e.sheehey@hemocue.com	Email	Elena Gomez	05/21/12	40 Empire Dr. Lake Forest, CA 92630 (O) 800-881-1611 (F) 949-859-3080 (Rep) 512-661-8209
2). McKesson Medical-Surgical Attn: Cindy Ince cindy.ince@mckesson.com NO AS PER EMAIL	Email	Elena Gomez	05/21/12	8121 Tenth Avenue North Golden Valley, MN 55427 (P) 800-328-8111 EXT 56960 (F) 800-237-9766
3.) Accion Rehab Inc. Attn: Rick Silva rsilva@accionrehab.com mcanchola@accionrehab.com	Email	Elena Gomez	05/21/12	4853 N. McColl Road McAllen, TX 78504 956-630-5881
4.) Henry Schein Attn: Hector Rodriguez hector.rodriguez@henryschein.com	Email	Elena Gomez	05/21/12	102 Fresno Drive Edinburg, Tx 78542 956-457-3111 (cell) 956-380-6968 (fax)
5.) Quality Medical Supplies Attn: Armando Rodriguez qualitymedicalsuppy@yahoo.com gafrainc@yahoo.com	Email	Elena Gomez	05/21/12	805 N. Cage, Suite F Pharr, Tx 78577 956-624-7020 (dell) 956-283-8703 (o)
6.) Stanbio Laborat Attn. Pat Breheny pbreheny@stanbio.com	TR	Elena Gomez	05/21/12	1261 N Main Street Boerne, Texas 78006 830-249-0772 phone 830-249-0851 fax
7.)Moore Medical LLC Bonnie Irish birish@mooremedical.com bid@mooremedical.com	Email	Elena Gomez	05/21/12	1690 New Britain Ave Farmington CT 06032 Tel: 800.234.1464 Ext 5393 Fax: 877.354.5916
8.) Allstate DME Attn. Onder Ari onder@vergehomecare.com	Email	Elena Gomez	05/21/12	4622 S. Closner Edinburg TX 78539 Tel. 956-992-8866 Fax: 956-287-8586
9) Central Texas Medical Supplies Attn: Margaret. ctmex@onr.com	Email	Elena Gomez	05/22/12	8012 Georgian Dr. Austin, TX. 78753 P# 512-451-9704
10.) Mr. Aaron L. Pratt QuadMed, Inc. www.quadmed.com	Email	Elena Gomez	05/23/12	Phone 800.933.7334 Fax 904.880.2303
11.) Medcare EMS Arturo Esquivel aesquivel@medcare-ems.com	Email	Elena Gomez	05/23/12	Cell: (559) 393-8054

12.) Prime Vendor Inc Erika Russ bids17@prime-vendor.com	Email	Elena Gomez	05/23/12	4622 Cedar Avenue, Suite 123 Wilmington, North Carolina 28403-4429 Phone: 800 746-9554 Fax: 800 746-8307
13.) Diamond Drugs Inc. Steve Heidenthal www.diamondpharmacy.com NO AS PER EMAIL	Email	Elena Gomez	05/23/12	645 Kolter Drive Indiana, PA 15701 800-882-6337 ext. 1092 FAX 724-349-2982
14.) Bound Tree Medical Bethany Moore, bmoore@boundtree.com NO AS PER EMAIL	Email	Elena Gomez	05/23/12	5000 Tuttle Crossing, Dublin, Ohio 43016 Direct 800.533.0523 x5233 Fax 877.311.2437
15.) MMS - A Medical Supply Co Julia Onesto julia.onesto@mmsmedical.com	Email	Elena Gomez	05/23/12	1575 Aviation Center Pkwy #525, Daytona Beach, FL 32114 Phone : 386-252-9960 Fax : 386-252-9961
16.) Prime Source Services Oded Sher odeds@primesourceny.com	Email	Elena Gomez	05/23/12	P. 845-517-0020 Ext. 2118 F. 845-517-0104
17.) Guardian EMS products Heather Miller hmiller@guardianemsp.com NO AS PER EMAIL	Email	Elena Gomez	05/23/12	1384 Poinsettia Avenue, Suite D Vista, CA 92081 Phone 855.650.1730 x205 Fax 760.650.1739 Cell 760.207.6867
18.) Port City Medical, LLC Ismail Ozokur ozokur@portcitymedical.com	Email	Elena Gomez	05/23/12	8053 Airway Park Drive Mobile, AL 36608 Ph: (251) 443-7667 Fax: (251) 650-4498
19.) Salam International David Hernandez David@salamint.com NO AS PER EMAIL	Email	Elena Gomez	05/23/12	P. O. Box 6847 Laguna Niguel, CA 92607-6843 Phone: 949-699-3663 Fax: 949-699-3650
20.) Interboro Packaging Corporation Ricky Fischer interboro2@frontiernet.net	Email	Elena Gomez	05/30/12	114 Bracken Road Montgomery, NY 12549 (845) 457-2700 Phone (845) 457-1927 Fax
21.) Products Unlimited, Inc. Rebekah Enright Rebekah@products-unlimited.com	Email	Elena Gomez	05/30/12	P.O. Box 339 Justin, TX 76247 (940) 648-3073 tel (940) 648-3407 fax
22.) Code Management Group bids@codemanagementgroup.com	Email	Elena Gomez	05/31/12	131 Liverpool Ct. Lakewood, NJ 08701 (P) 732-305-2437 (F) 732-363-8795
23.) Summit Enterprise Jorge Carbia summit_enterprises@yahoo.com	IP	Elena Gomez	5/31/12	108 W. Camellia McAllen, Texas 78501 956-467-2004
24.) Star Poly Bag Inc. Ruchie Epstein repstein@starpoly.com	Email	Elena Gomez	05/31/12	94 North 13th St. Brooklyn, NY 11249 Phone: 718-384-3130 Fax: 718-384-2342

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

REQUIREMENTS AGREEMENT
C-12-053-07-10

THIS AGREEMENT (the "Agreement") is entered into as of the 10th of July, 2012 by and between QuadMed, Inc., **a Florida Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Medical Supplies,"** as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Medical Supplies"** in the areas of **HIDALGO COUNTY** projects for a period of (1) one year from July 19, 2012 to July 18, 2013 with the option to renew for an additional (1) one year under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

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

5. General Provisions.

a. **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

b. **No Waiver.** No waiver by Buyer 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.

c. **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 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 Buyer and Seller, and not otherwise.

d. **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.

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

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: QuadMed, Inc.
Aaron L. Pratt, Bids/Purchasing Manager
11210-1 Philips Industrial Blvd
Jacksonville, FL 32256

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

f. **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.

g. **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.

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

i. **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.

j. **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

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

l. **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 sixty (60) 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).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

Ramon Garcia, County Judge

COMPANY'S NAME

By:_____
Printed Name:_____
Title:_____

ATTEST:

Arturo Guajardo, Jr., County Clerk

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

By:_____

EXHIBIT "A"

Request for Bid (RFB)

Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

May 21, 2012

Re: **HIDALGO COUNTY WIC PROGRAM**
Request for Bids -**"MEDICAL SUPPLIES"**
Bid No: 2012-053-06-06-MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
Bid No: 2012-053-06-06-MEG

1. **Request for Bid Letter, consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications consisting of__4__ pages.**
4. **Exhibit "B" Bid Page consisting of__1__ page.**
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__page.**
7. **Vendor/Bidder Application and W-9 form, consisting of__6__ pages.**
8. **Certification Regarding Debarment, consisting of __1__ page**
9. **Draft Requirements Agreement, consisting of __6__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

May 21, 2012
Date

Bid No: 2012-053-06-06-MEG	Buyer: Elena Gomez	Tel. No: (956) 318-2626 Ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"

BID OPENING DATE:
JUNE 06, 2012

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY WIC PROGRAM – MEDICAL SUPPLIES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) Original and THREE (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2012-053-06-06-MEG- HIDALGO COUNTY WIC PROGRAM – MEDICAL SUPPLIES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, JUNE 06, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2012-053-06-06-MEG-HIDALGO COUNTY WIC PROGRAM-MEDICAL SUPPLIES."**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County..

3. Hidalgo County reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any

necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official

c) Purchase Order Number (if any)
d) Notation - **"HIDALGO COUNTY WIC PROGRAM– MEDICAL SUPPLIES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, Texas 78539
Attn: Margarita Gonzalez
Admin. Technician II
956-381-4646

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**JUNE 06, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the

contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO.: 2012-053-06-06-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

SCOPE OF SERVICES:

The County of Hidalgo is requesting bids from qualified vendors to furnish Medical Supplies to Hidalgo County WIC Program in accordance with specifications/requirements specified herein and including, but not limited to, the following:

SPECIFICATIONS:

1) Providing original manufacturer items.
2) All items will be on an "as-needed basis only" there is no guaranteed annual volume.
3) Stock the necessary material in order to be able to provide any item within 24 hours, as an Emergency.
4) All products must be packaged in a manner that will afford reasonable protection against moisture and contamination at all times. Items must be furnished in manufacturer's original unopened package or container.

REQUIREMENTS:

1) SAMPLES OF ALL ITEMS MUST BE SUBMITTED WITH BID and with company's information and instructions (when The County is ready to return the samples).
2) Required delivery time shall be within (5) day's maximum from the date order is placed.
3) Bidder must have been in business for at least two years.
4) Unit prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point and must include any and all cost in the delivered unit price.
5) Bidder shall submit with bid, two (2) copies of their catalog(s) indicating the full line of medical supplies they intend to supply throughout the term of the contract.

RETURN OR CREDIT ON MERCHANDISE:

Items meeting the following criteria shall be exchangeable or creditable at the contracted price.

1) Trademarked or Non-Trademarked items in original unopened package in accordance with Bidder(s) return goods policy.
2) Any products that arouse questionable physical properties. The County reserves the right to return such product to the Contractor for credit or immediate replacement. Return of such products shall not require prior notification to the Contractor

TERMS & CONDITIONS:

1) Term of contract is for one (1) year period with County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions

2) County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3) County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5) Hidalgo County reserves the right to award to multiple vendors if the County determines it is in its best interest to do so.

6) Any contract awarded to a successful bidder will be in effect until;
   A.) The contract expires
   B.) Delivery acceptance of products and/or performance of services ordered, or
   C.) Terminated by County with thirty (30) days written notice prior to be cancellation.

7) Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

8) Hidalgo County reserves the right to add or delete items during the term of the contract under the same terms and conditions.

9) Insurance requirements for this project to be maintained through out the contract term (Refer to Exhibit "C" for limits)

10) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

11) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities or to accept the bid considered the best and most advantage to the County.

12) Bidder(s) agree that to the extent an item(s) is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

13) Hidalgo County reserves the right to evaluate items listed in this RFB based upon criteria that is common among the items. For example, one bidder might offer sterile gloves that contain 100 per box in lieu of the desired 50 per box. Another bidder might be 25 per box. Hidalgo County may then evaluate the two (2) bids on a cost per glove

basis. If a different packaging is offered, it must be stated. Otherwise the bidder must furnish that which is requested.

14) Bid prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point.

15.) All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

Market Volatility and Unit Price Adjustments:
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price

increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Tuesday May 29, 2012 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday June 1, 2012 by 5:00 p.m.

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO 2012-053-06-06-MEG

Unit price for Medical Supplies as requested, but not limited to, meeting the minimum Specifications/requirements as listed in Exhibit "A" of this document and under the terms and conditions as described for the following.

	DESCRIPTION OF PRODUCTS	QUANTITY PER BOX	BOXES PER CASE	UNIT PRICE
1	Sterile Surgilance -One Step Lancets (sterile) 1.8 mm Puncture Depth-0.50 mm Puncture Width			$
2	Band-Aids – Sterile (¾ x 3)			$
3	Alcohol Preps			$
4	Sharps Containers (14 Qt. Size)			$
5	Vinyl Exam Gloves - **Small** (powder free-non sterile)			$
6	Vinyl Exam Gloves- **Medium** (powder free-non sterile)			$
7	Vinyl Exam Gloves– **Large** (powder free-non sterile)			$
8	Alasta Nitrile Gloves- **Large** (powder free-non sterile)			$
9	Cotton Glove Liners (12 per bag)			$
10	Gauze (2x2- non sterile)			$
11	Alcohol (16 oz.)			$
12	Menu Tissue Paper (12x12) (sheet headrest without slit)			$
13	Cotton tipped applicators (6"– non sterile)			$

Bidder/Company Name: _____

Address: _____

City/State/Zip: _____

Phone No/Fax No: _____

Cell Phone No: _____

E-Mail Address: _____

Authorized Signature: _____

Title: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					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 OCCURENCE	$
					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 bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

☐ Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: Mailing/Postal Address: 2812 S. Business Hwy. 281 Physical Address: 2802 S. Business Hwy. 281 Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address:	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

PAYMENT SCHEDULE

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO 2012-053-06-06-MEG

Unit price for Medical Supplies as requested, but not limited to, meeting the minimum Specifications/requirements as listed in Exhibit "A" of this document and under the terms and conditions as described for the following.

	DESCRIPTION OF PRODUCTS	QUANTITY PER BOX	BOXES PER CASE	UNIT PRICE
1	Sterile Surgilance -One Step Lancets (sterile) 1.8 mm Puncture Depth-0.50 mm Puncture Width	100 ea/bx	15 bx/cs	$ 15.99/bx
2	Band-Aids – Sterile (¾ x 3)	100 ea/bx	24 bx/cs	$ 1.30/bx
3	Alcohol Preps	200 ea/bx	10 bx/cs	$ 1.40/bx
4	Sharps Containers (14 Qt. Size)	1 ea	20 ea/cs	$ 8.09/ea
5	Vinyl Exam Gloves - **Small** (powder free-non sterile)			$ No Bid
6	Vinyl Exam Gloves- **Medium** (powder free-non sterile)			$ No Bid
7	Vinyl Exam Gloves– **Large** (powder free-non sterile)			$ No Bid
8	Alasta Nitrile Gloves- **Large** (powder free-non sterile)			$ No Bid
9	Cotton Glove Liners (12 per bag)	100 ea/bx	1 bx/cs	$ 16.95/bx
10	Gauze (2x2- non sterile)	200 ea/bx	20 bx/cs	$ 0.82/bx
11	Alcohol (16 oz.)	1 ea	12 ea/cs	$ 1.52/ea
12	Menu Tissue Paper (12x12) (sheet headrest without slit)			$ No Bid
13	Cotton tipped applicators (6"– non sterile)	1000/bx	10 bx/cs	$ 3.51/bx

Bidder/Company Name: QuadMed, Inc
Address: 11210-1 Philips Industrial Blvd
City/State/Zip: Jacksonville, Fl 32256
Phone No/Fax No: 904-880-2323/904-880-2303
Cell Phone No: N/A
E-Mail Address: aaron@quadmed.com
Authorized Signature:
Title: Bids/Purchasing Manager

OPENED
10:05
6-06-12
Witnessed

Florida Technical Specs Meeting

QuadMed, Inc 11210-1 Philips Industrial Blvd Jacksonville, FL 32256 P: 904-880-2323 F: 904-880-2303 aaron@quadmed.com

EXHIBIT "C"

INSURANCE REQUIREMENTS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/31/2012

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 Phone: (904) 730-0600 Fax: (904) 731-7072
DONOVAN INSURANCE INC
P O BOX 24960
JACKSONVILLE FL 32241-4960
Agency Lic#: L044912

CONTACT NAME: Donovan Insurance Inc
PHONE (A/C, No, Ext): (904) 730-0600 FAX (A/C, No): (904) 731-7072
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID: 6288

INSURED
QUADMED INC

P O BOX 550773
JACKSONVILLE FL 32255

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern Owners Insurance Co	10190
INSURER B :	
INSURER C :	
INSURER D:	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 28032 **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	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			7865563212	07/23/12	07/23/13	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50,000
	CLAIMS-MADE X OCCUR						MED. EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ EXCLUDED
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			7865563212	07/23/12	07/23/13	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X HIRED AUTOS							$
	X NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS OTH ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$
							E.L. DISEASE-POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

CERTIFICATE HOLDER

Hidalgo County
ATTN: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, Texas 78539

Attention:

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

Brian P. Donovan

ACORD 25 (2009/09)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/20/2012

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 Phone: (904) 730-0600 Fax: (904) 731-7072
DONOVAN INSURANCE INC
P O BOX 24960
JACKSONVILLE FL 32241-4960
Agency Lic#: L044912

CONTACT NAME: Donovan Insurance Inc
PHONE (A/C, No, Ext): (904) 730-0600 FAX (A/C, No): (904) 731-7072
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID: 6288

INSURED
QUADMED INC

P O BOX 550773
JACKSONVILLE FL 32255

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern Owners Insurance Co	10190
INSURER B : Southern Owners Insurance Co	10190
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: 28203 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	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			7865563212	07/23/12	07/23/13	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50,000
	CLAIMS-MADE X OCCUR						MED. EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ EXCLUDED
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			7865563212	07/23/12	07/23/13	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X HIRED AUTOS							$
	X NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			78022571	02/03/12	02/03/13	WC STATU-TORY LIMITS OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$ 500,000
							E.L. DISEASE-POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
ATTN: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, Texas 78539

Attention:

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

Brian P. Donovan

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REQUIREMENTS AGREEMENT
C-12-053A-07-10

THIS AGREEMENT (the "Agreement") is entered into as of 10th of July, 2012 by and between Interboro Packaging Corp., **a New York Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Medical Supplies,"** as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Medical Supplies"** in the areas of **HIDALGO COUNTY** projects for a period of (1) one year from July 19, 2012 to July 18, 2013 with the option to renew for an additional one year under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products shall be delivered by Buyer by third party carrier F.O.B. the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

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

5. General Provisions.

a. **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

time such conflict exists.

b. **No Waiver.** No waiver by Buyer 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.

c. **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 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 Buyer and Seller, and not otherwise.

d. **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.

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

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Interboro Packaging Corp.
Abraham Jeremias, Vice President
114 Bracker Rd
Montgomery, NY 12549

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

f. **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.

g. **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.

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

i. **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.

j. **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

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

l. **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 sixty (60) 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).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

COMPANY'S NAME

By:_____
Printed Name:_____
Title:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____

EXHIBIT "A"

SPECIFICATIONS

PURCHASING DEPARTMENT
County Of Hidalgo

May 21, 2012

_____

_____

_____

Re: **HIDALGO COUNTY WIC PROGRAM**
Request for Bids -**"MEDICAL SUPPLIES"**
Bid No: 2012-053-06-06-MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
Bid No: 2012-053-06-06-MEG

1. **Request for Bid Letter, consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications consisting of__4__ pages.**
4. **Exhibit "B" Bid Page consisting of__1__ page.**
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__page.**
7. **Vendor/Bidder Application and W-9 form, consisting of__6__ pages.**
8. **Certification Regarding Debarment, consisting of __1__ page**
9. **Draft Requirements Agreement, consisting of__6__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

May 21, 2012
Date

Bid No: 2012-053-06-06-MEG	Buyer: Elena Gomez	Tel. No: (956) 318-2626 Ext. 4860

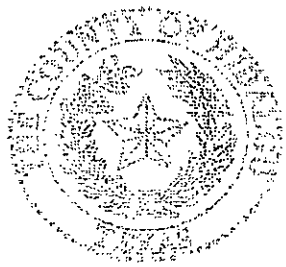
REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"

BID OPENING DATE:
JUNE 06, 2012

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539



956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY WIC PROGRAM – MEDICAL SUPPLIES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) Original and THREE (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2012-053-06-06-MEG- HIDALGO COUNTY WIC PROGRAM – MEDICAL SUPPLIES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, JUNE 06, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2012-053-06-06-MEG-HIDALGO COUNTY WIC PROGRAM-MEDICAL SUPPLIES."**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County..

3. Hidalgo County reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any

necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official

c) Purchase Order Number (if any)
d) Notation - **"HIDALGO COUNTY WIC PROGRAM–MEDICAL SUPPLIES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, Texas 78539
Attn: Margarita Gonzalez
Admin. Technician II
956-381-4646

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**JUNE 06, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the

contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO.: 2012-053-06-06-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

SCOPE OF SERVICES:

The County of Hidalgo is requesting bids from qualified vendors to furnish Medical Supplies to Hidalgo County WIC Program in accordance with specifications/requirements specified herein and including, but not limited to, the following:

SPECIFICATIONS:

1) Providing original manufacturer items.
2) All items will be on an "as-needed basis only" there is no guaranteed annual volume.
3) Stock the necessary material in order to be able to provide any item within 24 hours, as an Emergency.
4) All products must be packaged in a manner that will afford reasonable protection against moisture and contamination at all times. Items must be furnished in manufacturer's original unopened package or container.

REQUIREMENTS:

1) SAMPLES OF ALL ITEMS MUST BE SUBMITTED WITH BID and with company's information and instructions (when The County is ready to return the samples).
2) Required delivery time shall be within (5) day's maximum from the date order is placed.
3) Bidder must have been in business for at least two years.
4) Unit prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point and must include any and all cost in the delivered unit price.
5) Bidder shall submit with bid, two (2) copies of their catalog(s) indicating the full line of medical supplies they intend to supply throughout the term of the contract.

RETURN OR CREDIT ON MERCHANDISE:

Items meeting the following criteria shall be exchangeable or creditable at the contracted price.

1) Trademarked or Non-Trademarked items in original unopened package in accordance with Bidder(s) return goods policy.
2) Any products that arouse questionable physical properties. The County reserves the right to return such product to the Contractor for credit or immediate replacement. Return of such products shall not require prior notification to the Contractor

TERMS & CONDITIONS:

1) Term of contract is for one (1) year period with County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions

2) County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3) County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5) Hidalgo County reserves the right to award to multiple vendors if the County determines it is in its best interest to do so.

6) Any contract awarded to a successful bidder will be in effect until;
   A.) The contract expires
   B.) Delivery acceptance of products and/or performance of services ordered, or
   C.) Terminated by County with thirty (30) days written notice prior to be cancellation.

7) Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

8) Hidalgo County reserves the right to add or delete items during the term of the contract under the same terms and conditions.

9) Insurance requirements for this project to be maintained through out the contract term (Refer to Exhibit "C" for limits)

10) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

11) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities or to accept the bid considered the best and most advantage to the County.

12) Bidder(s) agree that to the extent an item(s) is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

13) Hidalgo County reserves the right to evaluate items listed in this RFB based upon criteria that is common among the items. For example, one bidder might offer sterile gloves that contain 100 per box in lieu of the desired 50 per box. Another bidder might be 25 per box. Hidalgo County may then evaluate the two (2) bids on a cost per glove

basis. If a different packaging is offered, it must be stated. Otherwise the bidder must furnish that which is requested.

14) Bid prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point.

15.) All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

Market Volatility and Unit Price Adjustments:
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price

increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Tuesday May 29, 2012 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday June 1, 2012 by 5:00 p.m.

EXHIBIT "B"

BID PAGE
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO 2012-053-06-06-MEG

Unit price for Medical Supplies as requested, but not limited to, meeting the minimum Specifications/requirements as listed in Exhibit "A" of this document and under the terms and conditions as described for the following.

	DESCRIPTION OF PRODUCTS	QUANTITY PER BOX	BOXES PER CASE	UNIT PRICE
1	Sterile Surgilance -One Step Lancets (sterile) 1.8 mm Puncture Depth-0.50 mm Puncture Width			$
2	Band-Aids – Sterile (¾ x 3)			$
3	Alcohol Preps			$
4	Sharps Containers (14 Qt. Size)			$
5	Vinyl Exam Gloves - **Small** (powder free-non sterile)			$
6	Vinyl Exam Gloves- **Medium** (powder free-non sterile)			$
7	Vinyl Exam Gloves- **Large** (powder free-non sterile)			$
8	Alasta Nitrile Gloves- **Large** (powder free-non sterile)			$
9	Cotton Glove Liners (12 per bag)			$
10	Gauze (2x2- non sterile)			$
11	Alcohol (16 oz.)			$
12	Menu Tissue Paper (12x12) (sheet headrest without slit)			$
13	Cotton tipped applicators (6"– non sterile)			$

Bidder/Company Name: _____

Address: _____

City/State/Zip: _____

Phone No/Fax No: _____

Cell Phone No: _____

E-Mail Address: _____

Authorized Signature: _____

Title: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS - COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

☐ Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ( )
dba Name:	
Legal Name:	
Mailing Address:	Fax No. ( )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

PAYMENT SCHEDULE

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO 2012-053-06-06-MEG

Unit price for Medical Supplies as requested, but not limited to, meeting the minimum Specifications/requirements as listed in Exhibit "A" of this document and under the terms and conditions as described for the following.

	DESCRIPTION OF PRODUCTS	QUANTITY PER BOX	BOXES PER CASE	UNIT PRICE
1	Sterile Surgilance -One Step Lancets (sterile) 1.8 mm Puncture Depth-0.50 mm Puncture Width			$
2	Band-Aids – Sterile (¾ x 3)			$
3	Alcohol Preps			$
4	Sharps Containers (14 Qt. Size)			$
5	Vinyl Exam Gloves - **Small** (powder free-non sterile) Med Pride-SM-VPFG-E	100	10	$ 2.94 *
6	Vinyl Exam Gloves- **Medium** (powder free-non sterile) Med pride-Med-VPFG-E	100	10	$ 2.94 *
7	Vinyl Exam Gloves- **Large** (powder free-non sterile) Med Pride-Lrg-VPFG-E	100	10	$ 2.94 *
8	Alasta Nitrile Gloves- **Large** (powder free-non sterile) Aurelia-Lrg-NPFG	100	10	$ 4.15 *
9	Cotton Glove Liners (12 per bag)			$
10	Gauze (2x2- non sterile)			$
11	Alcohol (16 oz.)			$
12	Menu Tissue Paper (12x12) (sheet headrest without slit)			$
13	Cotton tipped applicators (6"– non sterile)			$

OPENED
10:00 AM
6-06-12
Witnessed

Bidder/Company Name: Interboro Packaging corp.
Address: 114 Bracken Rd.
City/State/Zip: Montgomery, NY 12549
Phone No/Fax No: (845) 457-2700 | (845) 457-1927
Cell Phone No: N/A
E-Mail Address: Interboro@frontiernet.net
Authorized Signature:
Title: Secretary

* Please Note: We will only ship this item 100/BX, 10 BXS/case. Price is per 100.

EXHIBIT "C"

INSURANCE REQUIREMENTS

INTER-7 OP ID: PH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/12/12

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
Global Underwriters Agency
PO Box 4987
Clifton Park, NY 12065
William P Kloc
518-877-8623
518-877-8820

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Ins Group	
INSURER B : General Casualty Co of WI	24414
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Interboro Packaging Corp
114 Bracken Road
Montgomery, NY 12549-2600

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: [ ] POLICY [ ] PRO-JECT [ ] LOC			CCI0705729	05/30/12	05/30/13	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 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			CCI0705729	05/30/12	05/30/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10000			CCU0705729	05/30/12	05/30/13	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Property Section			MAC 2791989.02	05/30/12	05/30/13	Bldg Contents	7,273,888 3,193,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Hidalgo County is named as additional insured

CERTIFICATE HOLDER

HIDALE1

Hidalgo County
2802 S Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NYSIF® New York State Insurance Fund
Workers' Compensation & Disability Benefits Specialists Since 1914
105 CORPORATE PARK DRIVE SUITE 200, WHITE PLAINS, NEW YORK 10604-3814
Phone: (914) 253-4871

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 112633541
INTERBORO PACKAGING INC
114 BRACKEN ROAD
MONTGOMERY NY 12549

POLICYHOLDER	CERTIFICATE HOLDER
INTERBORO PACKAGING INC 114 BRACKEN ROAD MONTGOMERY NY 12549	HIDALGO COUNTY 2802 SOUTH BUSINESS HWY 281 EDINBURG TX 78539

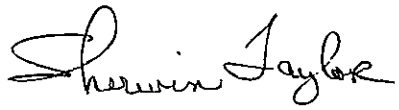
POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
W 996 648-2	73976	01/03/2012 TO 01/03/2013	6/12/2012

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 996 648-2 UNTIL 01/03/2013, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 01/03/2013 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND



DIRECTOR,INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790
VALIDATION NUMBER: 469125165

U-26.3

AI-32975 **Purchasing Department 17. F. 1.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Agapito Vargas **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the TX Local Gov't. Code, 262.024 (A) (4) a professional (engineering) 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 Engineering Services Providers in connection with Pct 1-Round 3-BCAP Projects;

Firm	SAM Engineering & Surveying Inc.	Dannenbaum Engineering Company	Terracon Consultants Inc.
Evaluator 1	99	90	85
Ranking			

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 engineering services for Pct 1 Round 3 BCAP Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-121-388-0-334

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

BUDGETARY IMPACT:

Funds available as of 7-6-12.

Attachments

pc1 eng grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/28/2012 11:23 AM
Budget & Management	Merlen P. Munoz	06/28/2012 01:14 PM
Ivan Cantu	Ivan Cantu	07/06/2012 07:46 AM
Auditor's Office	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Yvette Islas Started On: 06/22/2012 04:06 PM

Final Approval Date: 07/06/2012

HIDALGO COUNTY PCT #1

for

Engineering Services

BCAP

Round 3 Projects

GRID

Firm	SAM Engineering & Surveying Inc.	Dannenbaum Engineering Company	Terracon Consultants Inc.
Evaluator 1	99	90	85
RANKING			

*Scoring & Evaluation was completed by Pct No. 1

AI-32976 **Purchasing Department 17. F. 2.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Agapito Vargas **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the TX Local Gov't Code, 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 Providers in connection with Pct 1-Round III-B BCAP Projects.

Firm	L & G Engineering Laboratory Inc.	Raba Kistner Consultants	PSI, Inc.
Evaluator 1	99	91	89
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 1 Round III-B BCAP Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-121-388-0-339

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

BUDGETARY IMPACT:

Funds available as of 7-6-12.

Attachments

pc1 cmt grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/28/2012 11:26 AM
Budget & Management	Merlen P. Munoz	06/28/2012 01:16 PM
Ivan Cantu	Ivan Cantu	07/06/2012 07:45 AM
Auditor's Office	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Yvette Islas Started On: 06/22/2012 04:35 PM

Final Approval Date: 07/06/2012

HIDALGO COUNTY PCT #1

for

Construction Material Testing Services

BCAP

Round III Projects

GRID

Firm	L & G Engineering Laboratory Inc.	Raba Kistner Consultants	PSI, Inc.
Evaluator 1	99	91	89
RANKING			

*Scoring & Evaluation was completed by Pct No. 1

AI-32962 **Purchasing Department 17. G. 1.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Agapito Vargas **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of 2GS, LLC as subcontractor for C-CAP-12-090-05-29 La Homa Road South a Pct No. 3 Border Colonia Access Program Round III contract with GP7 Construction, LLC, as submitted through project engineer Javier Hinojosa Engineering.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-123-385-1-731/733

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

BUDGETARY IMPACT:

Available funds as of 6/28/12 are $200,114.70.

Attachments

letter n acord

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Yvette Islas	06/22/2012 02:18 PM
Yvette Islas	Yvette Islas	06/25/2012 01:13 PM
Purchasing Department	Marty Salazar	06/28/2012 11:20 AM
Budget & Management	Merlen P. Munoz	06/28/2012 01:13 PM
Perla Lopez	Perla Lopez	06/28/2012 02:16 PM
Auditor's Office	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Yvette Islas Started On: 06/22/2012 10:14 AM

Final Approval Date: 07/06/2012

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

June 25, 2012

Mr. Agapito Vargas, Director
Colonia Access Program
301 East State
Pharr, Texas 78577

Re: Hidalgo County Precinct #3
Hidalgo County Colonia Access Program
La Homa Road South Subdivision - CSJ: (3C1080385)

Dear Mr. Vargas,

The Contractor for the referenced project, GP7 Construction, LLC, is requesting to utilize 2GS, LLC as a subcontractor for this project. Attached is the certificate of insurance from 2GS, LLC that shows Hidalgo County as the Certificate Holder. In addition, GP7 Construction, LLC must adhere to the following:

- Subcontracts – The Contractor is specifically advised that any person, firm or other party to whom is proposed to award a subcontract under this contract must be acceptable to the Owner after verification of the current eligibility status. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with all reporting requirements to which it is or was subject.

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: Commissioner Joe M. Flores, Hidalgo County Precinct 3
Yvette Islas, HCCAP Buyer II

C:\JHE OFFICE DOCUMENTS-CLAUDIA\OFFICE DOCUMENTS\JHE2012\LETTERS 2012\COLONIA ACCESS PROGRAM\Vargas-Agapito-06-25-12.doc

Client#: 14126 2GSLLC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/21/2012

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 Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	CONTACT NAME: PHONE (A/C, No, Ext): 956 682-9423 FAX (A/C, No): 956 687-1286 E-MAIL ADDRESS:
INSURED 2GS, LLC P O Box 595 Penitas, TX 78576	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Colony Insurance Company — 39993 INSURER B : Texas Mutual Insurance Company — 22945 INSURER C : Sentinel Insurance Company INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GL900945	02/21/2012	02/21/2013	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
C	AUTOMOBILE LIABILITY			65UECNG9319	02/21/2012	02/21/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			TSF0001234244	02/21/2012	02/21/2013	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y]	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: Hidalgo County "Road and Drainage Construction for La Homa Road South Subdivision". C-CAP-12-090 05-29. General Liability Policy contains U649A-0510 Contractors PAC endorsement

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Hwy. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian E. Lewis

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AI-33075 **Purchasing Department 17. G. 2.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Agapito Vargas **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Submission through and recommendation by project engineer, Javier Hinojosa Engineering for CC discussion and action of Change Order No. 1 with contractor Saenz Utility Contractors, Ltd. for Munoz Subdivision (Contract #C-CAP-12-019-03-31), Pct. No. 3 reflecting an additional 17 calendar days to contract time due to awarded company division thus resulting in delayed start;

b. Submission through and recommendation by project engineer, Javier Hinojosa Engineering for CC discussion and action on Change Order No. 1 with contractor Saenz Utility Contractors, Ltd. for Havana Subdivision (Contract #C-CAP-12-020-01-24), Pct. No. 3 reflecting an additional 17 calendar days to contract time due to awarded company division resulting in delayed start.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-123-488-0-731/733

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

BUDGETARY IMPACT:

Munoz Subdivision: Approval to increase the construction period by 17 days. Available funds in P.O. #674557 as of 7/6/12 are $213,200.40.

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-123-312-1-731/733

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

BUDGETARY IMPACT:

Havana Subdivision: Approval to increase the construction period by 17 days. Available funds in P.O. #674556 as of 7/6/12 are $111,443.25.

Attachments

ai request

havana ch order

munoz ch order

txdot conc

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/05/2012 03:00 PM
Budget & Management	Merlen P. Munoz	07/05/2012 04:28 PM
Perla Lopez	Perla Lopez	07/06/2012 08:46 AM
Auditor's Office	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Yvette Islas Started On: 07/02/2012 03:54 PM

Final Approval Date: 07/06/2012

From:	Agapito Vargas
To:	"Yvette Islas"
Cc:	"Norma Ceballos"; "marcie.jackson"; "Eralio Palacios"
Subject:	Agenda item - Change Orders Havana and Munoz
Date:	Monday, July 02, 2012 4:02:29 PM
Attachments:	Change Order #1 Havana Subdivision.pdf ltr txdot req change order concur havana and munoz subd 07022012.pdf Change Order #1 Munoz Subd.pdf

---

Yvette, please place the following items on CC agenda for Tuesday 10th July 2012:

Approval of Change Order 1 for 3rd Call Border Colonias Projects in Precinct 3: Havana Subdivision (CSJ: 3C1080312) and Munoz Subdivision (CSJ: 3C1080488).
Project Engineer: Javier Hinojosa Engineering.
Construction Company: Saenz Utility Contractors, Ltd.
Reason for request: Increase the number of construction period days by seventeen (17) for a total of 62 days. The reason for the increase is legal issues within the construction company. See attached letter from Contractor
Account Numbers: 2-1312-431-00-123-312-1-731 & 733 and 2-1312-431-00-123-488-0-731 & 733.

Thanks,

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: 956/460-6364
email: agapito.vargas@co.hidalgo.tx.us
email smart phone: canics49@gmail.com

Please refrain from printing this email unless completely necessary. Go Green!

CHANGE ORDER NUMBER ONE (1)

Project: Hidalgo County Precinct No. 3 Road and Drainage Construction for Havana Subdivision (CSJ#3C1080312)

DATE OF ISSUANCE: July 2, 2012 EFFECTIVE DATE: _____

OWNER: Hidalgo County
OWNER'S CONTRACT NO: C-CAP-12-020-01-24

CONTRACTOR: Saenz Utility Contractors, Ltd
22290 N. FM 88
Edcouch, Texas 78538

ENGINEER: Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, Texas 78504

You are directed to make the following changes in the Contract Documents.

Description: Extend contract time by 17 calendar days.

Reason for Change Order: Time Extension

Attachments: Letter from Saenz Utility Contractors, Ltd.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ $111,443.25	Original Contract Time for Substantial Completion: 45 calendar days or dates
Net Changes from previous Change Order $ $0.00	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ $111,443.25	Contract Time prior to this Change Order Substantial Completion: 45 calendar days or dates
Net Increase / Decrease of this Change Order $ 0.00	Net **Increase** of this Change Order **17** calendar days
Contract Price with all approved Change Orders $ $111,443.25 Net % difference from original contract price. 0%	Contract Time with all approved Change Orders Substantial Completion: **62** calendar days

RECOMMENDED:

By: _____
Engineer (Authorized Signature)
Javier Hinojosa, P.E.
Javier Hinojosa Engineering

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)
Fernando Saenz
Saenz Utility Contractors, Ltd

Date: _____

Exhibit E-B

Saenz
Utility
Contractors

June 26, 2012

Mr. Javier Hinojosa
416 E. Dove Avenue
McAllen, TX 78504

Dear Mr. Hinojosa:

This letter is to inform you that our company was divided between the Paving Division and the Utility Division. During Our separation we had some problems in determining who was going to keep the Paving and the utility division. Therefore we could not start any project as even the equipment was tied up with the receiver. Since Saenz Utility Contractors had originally bonded both the Munoz Subdivision and La Havana Subdivision Road and Drainage we wanted to make sure the jobs were properly done to the county's and your expectations. To this end we hired Jason Eberle, EMI Construction to perform the above mentioned paving projects and has already been approved as the sub-contractor by the County Commissioners.

We ask that we be allowed the original 45 days that we had for completion for each project and I am quite sure that they will be done to your satisfaction.

Thanking you for consideration on this matter;

Fernando Saenz

22290 N. FM.88 · Edcouch, TX 78538 Phone: 956.262.8506 · Fax: 956.262.6493
e-mail: saenzutility@yahoo.com

CHANGE ORDER NUMBER ONE (1)

Project: Hidalgo County Precinct No. 3 Road and Drainage Construction for Munoz Subdivision (CSJ#3C1080488)

DATE OF ISSUANCE: July 2, 2012 EFFECTIVE DATE: _____

OWNER: Hidalgo County
OWNER'S CONTRACT NO: C-CAP-12-019-03-31

CONTRACTOR: Saenz Utility Contractors, Ltd
22290 N. FM 88
Edcouch, Texas 78538

ENGINEER: Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, Texas 78504

You are directed to make the following changes in the Contract Documents.

Description: Extend contract time by 17 calendar days.

Reason for Change Order: Time Extension

Attachments: Letter from Saenz Utility Contractors, Ltd.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ $213,200.40	Original Contract Time for Substantial Completion: 45 calendar days or dates
Net Changes from previous Change Order $ $0.00	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ $213,200.40	Contract Time prior to this Change Order Substantial Completion: 45 calendar days or dates
Net Increase / Decrease of this Change Order $ 0.00	Net **Increase** of this Change Order **17** calendar days
Contract Price with all approved Change Orders $ $213,200.40 Net % difference from original contract price. 0%	Contract Time with all approved Change Orders Substantial Completion: **62** calendar days

RECOMMENDED:

By: _____
Engineer (Authorized Signature)
Javier Hinojosa, P.E.
Javier Hinojosa Engineering

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)
Fernando Saenz
Saenz Utility Contractors, Ltd

Date: _____

Exhibit E-B

Saenz
Utility
Contractors

June 26, 2012

Mr. Javier Hinojosa
416 E. Dove Avenue
McAllen, TX 78504

Dear Mr. Hinojosa:

This letter is to inform you that our company was divided between the Paving Division and the Utility Division. During Our separation we had some problems in determining who was going to keep the Paving and the utility division. Therefore we could not start any project as even the equipment was tied up with the receiver. Since Saenz Utility Contractors had originally bonded both the Munoz Subdivision and La Havana Subdivision Road and Drainage we wanted to make sure the jobs were properly done to the county's and your expectations. To this end we hired Jason Eberle, EMI Construction to perform the above mentioned paving projects and has already been approved as the sub-contractor by the County Commissioners.

We ask that we be allowed the original 45 days that we had for completion for each project and I am quite sure that they will be done to your satisfaction.

Thanking you for consideration on this matter;

Fernando Saenz
Fernando Saenz

22290 N. FM.88 · Edcouch, TX 78538 Phone: 956.262.8506 · Fax: 956.262.6493
e-mail: saenzutility@yahoo.com

COLONIA ACCESS PROGRAM
County of Hidalgo

Agapito Vargas, Jr.
Executive Director

2 July 2012

Judy B. Sanchez, Pharr District Colonia Project Manager
Carlos Peralez, P.E.
Texas Department of Transportation
600 West Expressway US 83
Pharr, TX 78577

RE: Change Order No. 1 (ONE) – Havana Subdivision; CSJ's: 3C1080312 and Munoz Subdivision; CSJ: 3C1080488

Dear Ms. Sanchez/Mr. Peralez:

Attached please find Change Orders No.1 regarding the above referenced 3rd Call projects for your review and concurrence. Change Orders No.1 both request an increase in the contract construction period of 17 additional days. This would increase the construction period to (62) sixty-two days in total.

The contractor had litigation issues during the time of the Notice to Proceed (please see letter attached from the Contractor). The County is recommending approval of the change order in order to proceed and complete the pending projects.

If the Change Order meets your approval, please provide a concurrence letter. If you need additional information please contact me at my office 956/787-1891.

Cordially,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program

Cc: Commissioner Jose M. Flores, Hidalgo County Precinct No. 3, Letter
Valde Guerra, Commissioner's Court Chief Executive Officer, E-Mail
Norma Ceballos, Executive Assistant, Precinct 3, E-Mail
Earl Palacios, BCAP County Wide Coordinator, E-Mail
John Paul Lugo, BCAP County Wide Coordinator, E-Mail
Project Files

Attachments:
Via email and regular mail

Office: (956) 787-1891 • Fax: (956) 787-4683
301 E. State • Pharr, Texas 78577
Equal Opportunity Employer

AI-32726 **Purchasing Department 17. H. 1.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Agapito Vargas **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of Eberle Materials, Inc. as subcontractor for contract #C-CAP-11-123-05-23 "Road & Drainage Construction for Lakeview Subdivision" a Pct No. 4 Border Colonia Access Program Round III contract with Sascon, Inc. as submitted through project engineer, J. E. Saenz & Associates.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

no fiscal impact

Attachments

lakeview sub letter n acord

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/28/2012 11:17 AM
Budget & Management	Merlen P. Munoz	06/28/2012 01:03 PM
Manuel Chapa	Manuel Chapa	06/29/2012 08:53 AM
Auditor's Office	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Yvette Islas Started On: 06/06/2012 04:57 PM

Final Approval Date: 07/06/2012

J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS • SURVEYORS • PLANNERS • CONSTRUCTION MANAGERS
GEOGRAPHICAL INFORMATION SYSTEMS • RIGHT OF WAY ACQUISITION

LETTER OF TRANSMITTAL & RECEIPT

JUN 27 2012

TO: Hidalgo County BCAP
301 E. State
Pharr, Tx 78577

FROM: Jose E. Saenz

Attn: Agapito Vargas, Ex. Director

DATE: 6/25/12

Project: LakeView

JES FILE No.: ENG 09.001B

WE ARE SENDING YOU ☒ ATTACHED ☐ Under separate cover mail delivery the following:

☐ Shop Drawings ☐ Prints ☐ Plans ☐ Bid Documents ☐ Specifications
☑ Correspondence ☑ Change order ☐ Contract ☐ Proposal ☒ Other: see below

THESE ARE TRANSMITTED as checked below:

☑ For approval ☐ Approval as submitted ☐ Resubmit ____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit ____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return ____ corrected prints
☐ For review/comment ☐ Please Sign & Return
☐ For payment ☒ Other: Return_____

Thank you

RECEIVED [signature] DATE 6/26/12 TIME_____

COPIES: ☐ FILE ☐ OWNER

P.O. Box 3293
Edinburg, TX 78540

1-866-495-2984

(956) 383-2984
Fax (956) 383-3736

SASCON INC.
5200 N. 26TH Lane
McAllen, Texas 78504
Phone: (956) 682-3454
Fax: (956) 682-2542

- Paving
- Excavation
- Trucking
- Equipment

June 7, 2012

To Whom It May Concern:

This letter is to inform you that Sascon, Inc. entered into agreement with Eberle Materials, Inc. to complete the Lakeview Subdivision Project located in Edinburg, Texas.

Respectfully,

Carol Skloss

Carol Skloss

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/1/2012

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
Ward, Moore & Hild, LLC
70 NE Loop 410, Ste 180
San Antonio TX 78216

CONTACT NAME: Breanne Kibodeaux
PHONE (A/C, No, Ext): 210-366-0888 FAX (A/C, No): 210-366-0244
E-MAIL ADDRESS: bkibodeaux@ward-moore.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Lloyds Ins. Co.	41262
INSURER B : Travelers Casualty & Surety Co.	
INSURER C : St. Paul Fire & Marine	
INSURER D : Texas Mutual Insurance Co.	
INSURER E : Travelers Cas & Surety Co of Americ	
INSURER F :	

INSURED
Eberle Materials, Inc
PO Box 1028
Donna TX 78537

COVERAGES **CERTIFICATE NUMBER:** 942292224 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			CO9030R801	6/21/2011	6/21/2012	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 $300,000 $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			BA8960R219	6/21/2011	6/21/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CK09102642	6/21/2011	6/21/2012	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0003043089	6/21/2011	6/21/2012	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
E	Leased/Rented Equip			6609100RZ278	6/21/2011	6/21/2012	Limit Per Item Deductible	$350,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Hidalgo County Precinct No. 4. Colonia Access Project Third Round Allocated Funds Lake View.

Additional Insured endorsement for General Liability and Auto Liability attached.

CERTIFICATE HOLDER

Hidalgo County
Hidalgo County Purchasing Department
2912 S. Business Hwy. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-33090 **Purchasing Department 17. I. 1.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Martha L. Salazar **Submitted By:** Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Approval of an "order" granting exemption from competitive bidding requirements under Texas Local Gov't. Code, Chapter 262 Section .024 (a) (7) "an item that can be obtained from only one source;

b. Approval of a "Sole Souce Declaration" with authority to purchase new or used ICx Tactical Platforms and related equipment including maintenance/repairs/support itemss with said declaration in force until revoked and commencing
through requisition #00217667 in the amount of $71,400.00 (attached hereto).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1284-421-00-280-047-2-748

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

BUDGETARY IMPACT:

Amount available for requisition# 217667 as of 7-15-12 $71,400.00 for ICX Tactical Platforms.

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

NM

Attachments

Sole Source Letters

Backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/05/2012 11:36 AM
Budget & Management	Merlen P. Munoz	07/05/2012 11:42 AM
Manuel Chapa	Manuel Chapa	07/05/2012 03:05 PM
Auditor's Office	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Tanya Delira Started On: 07/03/2012 01:52 PM

Final Approval Date: 07/06/2012

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00217667
PO #
Date: 06/12/12

Bill To: x
x

Vendor : 365904
ICx TACTICAL PLATFORMS
105 FOREST PKWY, STE 400
FOREST PARK GA 30297
FAX (770)850-1551

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: EVER OCHOA
956-393-6024

Contract No: GS-07F-0117U

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	ITEM# SW-2003, SKYWATCH TWO PERSON DEMO UNIT WITH OPTIONS. REFLECTS $40,402.78 DISCOUNT (36.6%)	70,000.00	70,000.00
1.00	EACH	SHIPPING-SKYWATCH SHIPPING INCLUDES: DELIVERY STANDARD DELIVERY- RTS 9READY TO SHIP) PRODUCTION IS 120-180 DAYS ARO (AFTER RECEIPT OF ORDER) THIS ORDER IS SUBJECT TO THE ATTACHED FLIR SYSTEMS TERMS AND CONDITIONS OF SALE.	1,400.00	1,400.00
		Account No	Encumbrance	
		2-1284-421-00-280-047-2-748	71,400.00	
			Freight	.00
			Total	71,400.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

FLIR SYSTEMS

QUOTATION NUMBER 12-1036

5940 Cabot Parkway, Suite 100, Alpharetta, GA 30005
Tel: 770.850.1550
Fax: 770.850.1551

Print Date: 06/12/2012

FLIR POC: Howard Schemer
Tel.: (678)600-821,(O)
(770)988-9324 (Cell)
Email: Howard.Schemer@flir.com

Quote prepared for:

Hidalgo County Sheriff's
110 Ciobolo Road
Edinburg, TX 78540

End User: **Hidalgo County Sheriff's**

NOTES: **Quote price good until: 9/10/2012**

Attn: **Captain Rudy Espinoza**
Tel: **956-383-8114 (O) 956-457-4770 (Cell)**
Email: **rodolpho.espinoza@hidalgoso.org**
GSA Contract# GS-07F-0117U

FOB Origin

Item	Qty	Part Number	Description	Price	Extended
1	1	SW - 2003	SkyWatch Two Person Demo Unit with Options. Reflects $40,402.78 Discount.(36.6%).	70,000.00	70,000.00
2	1	Open Market	Shipping	1,400.00	1,400.00
3			Delivery. Standard delivery - RTS (Ready To Ship) production is 120-180 days ARO (after receipt of order).		
			This order is subject to the attached FLIR Systems Terms and Conditions of Sale.		
				SUBTOTAL	71,400.00
				TOTAL	USD 71,400.00

Received - Demo

This quote is subject to FLIR Systems Terms and Conditions.

Purchasing Department

County Of Hidalgo

M E M O R A N D U M

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioners' Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: July 10, 2012

RE: "Sole Source Declaration"- ICx Tactical Platforms/Surveillance & Deterrence Equipment

---

As part of the duty/obligations to protect the residents of Hidalgo County as well as secure property, the Hidalgo County Sheriff's Office requires the acquisition of security equipment. The Hidalgo County Sheriff's Office requires Sky Watch Platform Units to more efficiently render patrol duties. This elevated Surveillance & Deterrence equipment would assist the department in their security tasks.

The ICx Tactical Platform is the "Sole Manufacturer" for this equipment. The Purchasing Department has searched other vendors who may carry this equipment to try to solicit quotes but were advised ICx Tactical Platforms is the "Sole Source" for this type of surveillance equipment that accommodates the manning of the unit with law enforcement staff.

Therefore Hidalgo County must purchase the SW-2003 from ICx Tactical Platforms being that is the Manufacturer, for Equipment-Software, Repairs, Supplies, Maintenance and Support Services.

This sole source designation is valid through the life of all products described herein unless revoked by Hidalgo County Commissioner's Court.

FLIR
Extraordinary Protection

5940 Cabot Parkway
Suite 100
Alpharetta, GA 30005
USA

1.770.850.1550
www.flir.com

FAX 956-292-7612

To: Ms. Tanya De Lira/Hidalgo County Purchasing
From: Howard Schemer/FLIR

IN RE: Hidalgo Sole Source Affadavit

Dear Ms. De Lira:

Please find a the completed and notorized Hidalgo Sole Source Affidavit you needed. I really feel this should solve the sole source issue completely since we are selling you a specific demo unitm (serial #ICX 6809021). The unit was manufactured and owned by us. There is no one else that manufacturers SkyWatch.

I have also provided a separate e-mail that has even more information as to the specifications of the unit.

In addition, there are also some other options i.e. Speaker System, Table, etc. that are part of this purchase making it a great value for Hidalgo.

Ms. De Lira, thanks again for your great help and guidance throughout.

Please call or e-mail me if there is any additional information I can be of help with.

Regards,

Howard Schemer

Howard Schemer
Integrated Systems
Business Development Manager

FLIR
5940 Cabot Parkway, Suite 100, Alpharetta, GA, USA 30005
(Office) + 1.678.600.8218 (Cell) + 1.770-335-4892 (Fax) +1.770-216-1882

www.flir.com/skywatch

www.flir.com

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared _____ a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Howard Schemer. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: FLIR.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
   Two Person Skywatch Frontier Serial# ICX 6809021 Demo Asset
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature Howard Schm

SWORN AND SUBSCRIBED TO under oath before me on 3 day of July, 2008. 2012

VINCE GARNER NOTARY PUBLIC EXPIRES GEORGIA MAR. 21, 2014 COBB COUNTY

Vince C
NOTARY PUBLIC

Vince Garner
PRINTED NAME

3-21-2014
MY COMMISSION EXPIRES

COMPANY NAME: FLIR Integrated Systems
ADDRESS, CITY, STATE & ZIP CODE: 5940 Cabot Parkway Suite 100
PHONE: 770-850-1550 NUMBER:
CONTACT NAME AND TITLE: Howard Schemer / Business Development Mgr.
WEB ADDRESS: WWW.FLIR.com EMAIL: howard.schemer@flir.com
FEDERAL TAX ID NUMBER: 58-1981736 TEXAS SALES TAX NUMBER: NA

AI-12797 **21. I. 1.**
CC REGULAR
Meeting Date: 12/16/2008
Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting approval of an "order" granting exemption from competitive bidding requirement under Texas Local Gov't. Code, Chapter 262, Section .024, Section .024 (a) (7) "an item that can only be obtained from only one source";
B. Approval of a "Sole Source Declaration" with authority to purchase from ICX Tactical Platforms, two (2) Sky Watch Sentinels in the amount of $116,801.00 each thus totaling $233,602.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1284-421-00-280-044-9-748
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Letter

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/12/2008 02:09 PM
Budget & Management	Veronica Lopez	12/12/2008 02:20 PM
Rey Salazar	Rey Salazar	12/12/2008 03:52 PM
Auditor's Office		12/12/2008 05:24 PM

Form Started By: lmoya Started On: 12/10/2008 04:49 PM

Final Approval Date: 12/12/2008

PRODUCTS

SKY WATCH

Models

Sentinel

Frontier

sky watch

Force Multiplier

Vantage point is everything when it comes to surveillance. Sky Watch units provide a high level platform for an array of surveillance options. Every tower includes the basics for the comfort and safety of the officer inside through adjustable heat and air conditioning, tinted sliding glass windows and comfortable seating. And no matter the application, only one man is required to set up and deploy a unit.

Sky Watch can easily be relocated and is rugged enough to handle even the most primitive off-road conditions. And all models are adaptable for cameras, radios, public address systems and other equipment integration.

Now, one officer can cover an area previously requiring three or more personnel.

GSA Contract No: GS-07F-0117U

Standard Features

- Totally self-sustained
- Heating and air conditioning
- Customized surveillance equipment integration
- Tinted windows
- Solar panel for increased energy output
- Control console with weatherproof switch panel
- Roof-mounted flood lights
- Two 110V GFI outlets
- One 12V outlet
- Fail safe hydraulic system with electric and manual ascent and descent controls
- Wind speed meter Generator or shore power options

Applications

Other Products

Cerberus
Increased Force Effectiveness
View Product

Centurion
Remote Weapons and Sensor Deployment Station
View Product

Relevant Links

- Product Video
- Warranty Information
- Product Specs Matrix
- Options
- Download Brochure (2.63 Kb)

- Force Protection
- Port Security
- Consequence management
- Disaster response
- Crowd management and control
- Flight line protection and surveillance
- Parking lot surveillance and traffic management

U.S. General Services Administration

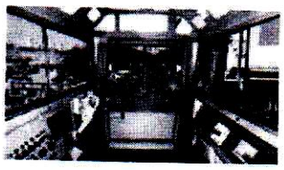
Sky Watch is available on GSA

©2012, ICx Tactical Platforms

SkyWatch™
Manned Mobile Surveillance System

- SkyWatch
  - Features
  - Applications
  - Video
  - User List
  - Request More Info

Elevated, Highly Mobile Security Solutions



Vantage point is everything when it comes to surveillance. SkyWatch™ mobile observation towers provide a high level platform for an array of surveillance options. Every portable tower includes the basics for the comfort and safety of the officer inside through adjustable heat and air conditioning, tinted sliding glass windows and comfortable seating. And no matter the application, only one person is required to set up and deploy a unit.

The SkyWatch portable surveillance tower can easily be relocated and is rugged enough to handle even the most primitive off-road conditions. Each of our hydraulic security tower models are adaptable for cameras, radios, public address systems and other equipment integration. Now, one officer can cover an area previously requiring three or more personnel.

Models

SkyWatch manned mobile surveillance towers are available in two models - Sentinel and Frontier. The SkyWatch Sentinel provides the high profile deterrence and surveillance capabilities police officers and security professionals need – from a prisoner working party to disaster response. The SkyWatch Frontier provides the most robust and flexible surveillance options for high level security scenarios. Each of these units is available with either a one- or two-man cab.

→ SkyWatch data sheet
→ WHITE PAPER: Measuring the Perceived Effects and Best Practices of Mobile Open Area Surveillance Towers

©2012 FLIR Systems, Inc.

- COMMANDSPACE
- THREATSENSE
- SKYWATCH
- CASE STUDIES

SkyWatch™
Manned Mobile Surveillance System

- SkyWatch
  - Features
  - Applications
  - Video
  - User List
  - Request More Info

SkyWatch Mobile Surveillance Tower

- Totally self-sustained
- Hydraulic motion
- Heating and air conditioning
- Customized surveillance equipment integration
- Tinted windows
- Solar panel for increased energy output
- Control console with weatherproof switch panel
- Roof-mounted flood lights
- Two 110V GFI outlets
- One 12V outlet
- Fail safe hydraulic system with electric and manual ascent and descent controls
- Wind speed meter
- Generator or shore power options
- Dual axle trailer
- Eye level height over 25 feet

SkyWatch Sentinel

The SkyWatch Sentinel provides a great vantage point, with increased options for customization for specific applications. Due to greater vehicle flexibility, this unit has application in those arenas in which the SkyWatch Frontier may be excessive. The SkyWatch Sentinel provides the perfect balance between security and force protection operations and the adaptability necessary to get the job done.

Advantages

- Command and control capabilities
- Customizable sensor platform
- Raises above a second story roof line

SkyWatch Frontier

The SkyWatch Frontier can be loaded with a significant array of surveillance and monitoring equipment as well as high level communications capabilities. This unit maximizes personnel efficiency and can provide forward command and control capabilities. With ruggedized construction and a diesel generator with 100 gallon fuel capacity (150 hr. run time), the SkyWatch Frontier can go further and stay longer than any other Sky Watch model.

Advantages

- → Most adaptable Sky Watch model
- → Expeditionary capabilities
- → Extended deployments

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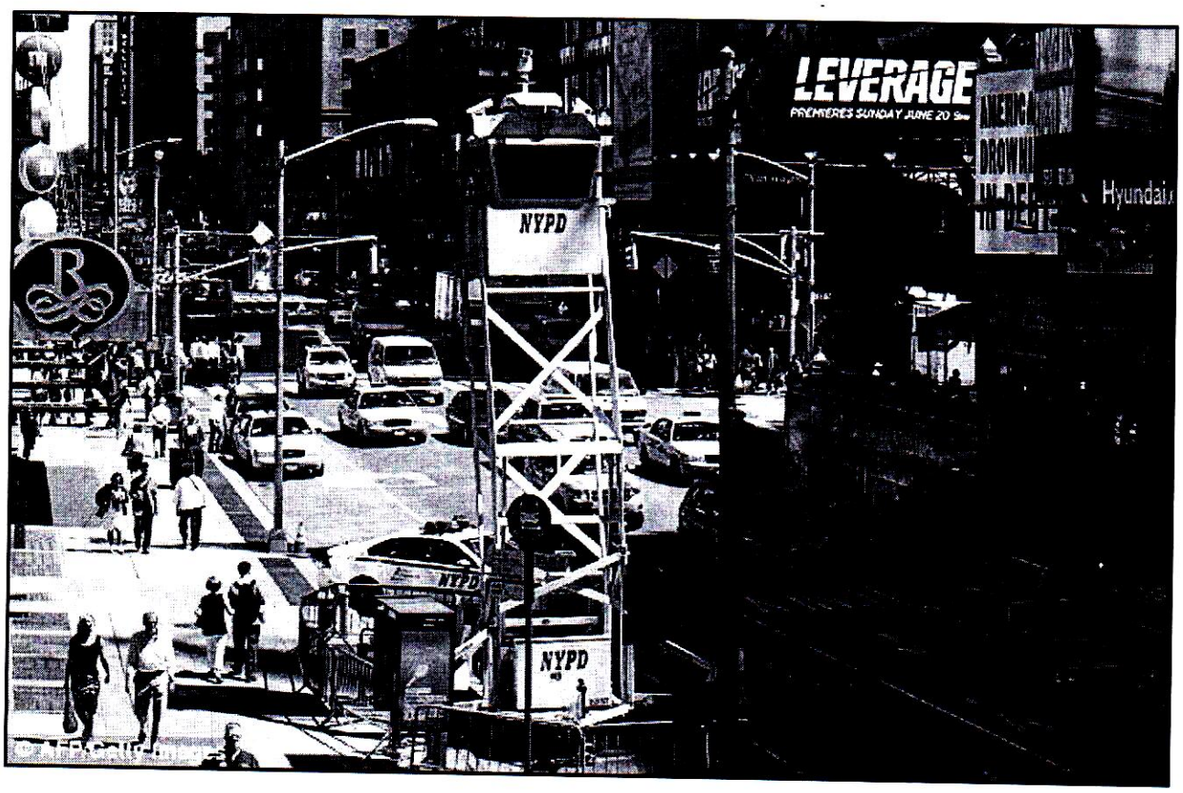
SkyWatch Manned Mobile Surveillance System

January 6, 2011 Irene 1 comment

The government has been using mobile surveillance towers for some time now, including at our boarders. On Bruce Schneier's blog, he writes about their increased use in parking lots across the nation. These police towers are wholly unnerving and preparing citizens for a life of being under the constant, watchful eyes of law enforcement.

We became accustomed to security guards wandering around. Then, we got used to the fact that security cameras were everywhere. Now, we are seeing the encroachment of guard towers on private, business property. SkyWatch has been in use in New York City since 2006 and can now be seen in many areas of Manhattan. The photo below is in use in Times Square.



ICx Technology, the company behind the towers, is now a major player in the mobile surveillance business. The towers are creepy and remind people of police state tactics.

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By: CHRIS I. YOUNG TIMES-DISPATCH STAFF WRITER |
Times-Dispatch
Published: September 28, 2009

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Richmond police now have eyes in the sky.

Police recently bought a SkyWatch mobile surveillance tower, a white cabin on wheels that can lift up a pair of officers and provide them a berth 25 feet up in the air. The cabin, which can be towed to an outdoor event and set up in 10 minutes, gives police an unobstructed view of the surrounding area.

"It's a public-friendly tool," Richmond police Lt. Jack King said. "The public knows exactly where we'll be because someone will be with this all the time when it's deployed."

King said police will use the SkyWatch unit at public gatherings, such as the Carytown Watermelon Festival, concerts at Brown's Island and the Monument Avenue 10K.

The tower is about the size of a subcompact car and has tinted windows, a video camera, and floodlights and loudspeakers on four sides. It can operate by a generator for several days and has built-in air conditioning. The cabin fits two people comfortably but can hold 800 pounds.

In addition to the 360-degree view, officers can control a video camera mounted on the roof that can record activity a quarter-mile away, King said. "No one would even know we're there," he said.

Richmond police bought the $135,000 unit using funds from confiscated property and currency from drug-trafficking cases, spokesman James Mercante said.

"Tax dollars weren't used," he said.

King said the unit was actually a demo product, and the company that makes it, ICx Tactical Platforms of Forest Park, Ga., sold it to Richmond police at a discount.

Chesterfield, Henrico and Hanover counties don't have a SkyWatch device, or anything similar.

Virginia State Police, who are patrolling the State Fair of Virginia in Caroline County this week, declined to say whether they had such a unit at the fair, but spokesman Sgt. Thomas Molnar said troopers are "strategically placed" throughout The Meadow Event Park for safety and security.

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AI-33080 **Closed Session 19. C.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Valde Guerra **Submitted By:** Rosie Luna, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Maria Isabel Tanguma

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/03/2012 10:09 AM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Rosie Luna Started On: 07/03/2012 09:55 AM

Final Approval Date: 07/06/2012

AI-33084 **Closed Session 19. D.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Valde Guerra **Submitted By:** Rosie Luna, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Esperanza G. Garcia

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/03/2012 10:09 AM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Rosie Luna Started On: 07/03/2012 10:06 AM

Final Approval Date: 07/06/2012

AI-33097 **Closed Session 19. E.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Valde Guerra **Submitted By:** Rosie Luna, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jose L. Esparza

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/03/2012 03:06 PM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Rosie Luna Started On: 07/03/2012 02:44 PM

Final Approval Date: 07/06/2012

AI-33127 **Closed Session 19. F.**

CC REGULAR

Meeting Date: 07/10/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:12-mc-00238; Edward Avila v. Hidalgo County, Texas

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/05/2012 01:15 PM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Monica Badillo Started On: 07/05/2012 12:20 PM

Final Approval Date: 07/06/2012

AI-33129 **Closed Session 19. G.**

CC REGULAR

Meeting Date: 07/10/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-12-1985-D; Beatriz G. Nino v. County of Hidalgo and Hidalgo County Headstart

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/05/2012 02:14 PM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Monica Badillo Started On: 07/05/2012 01:28 PM

Final Approval Date: 07/06/2012

AI-33145 **Closed Session 19. H.**

CC REGULAR

Meeting Date: 07/10/2012

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: EXECUTIVE OFFICE

Information

CAPTION

CL #05-1249-E; Jesus Humberto Hernandez, v. Gabriel Aguilar v. Guadalupe "Lupe" Trevino

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/06/2012 11:34 AM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Angela Garcia Started On: 07/06/2012 11:14 AM

Final Approval Date: 07/06/2012

AI-33149 **Closed Session 19. I.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Valde Guerra **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: EXECUTIVE OFFICE

Information

CAPTION

C-1903-12; Veronica Falcon v. Wells Fargo Delaware Trust Company NA AS Trustee for Vericrest Opportunity Loan Trust 2010-NPL1

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/06/2012 11:38 AM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Angela Garcia Started On: 07/06/2012 11:35 AM

Final Approval Date: 07/06/2012

AI-33082 **Open Session 20. C.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Valde Guerra **Submitted By:** Rosie Luna, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Maria Isabel Tanguma

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/03/2012 10:09 AM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Rosie Luna Started On: 07/03/2012 10:04 AM

Final Approval Date: 07/06/2012

AI-33085 **Open Session 20. D.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Valde Guerra **Submitted By:** Rosie Luna, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Esperanza G. Garcia

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/03/2012 10:57 AM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Rosie Luna Started On: 07/03/2012 10:08 AM

Final Approval Date: 07/06/2012

AI-33098 **Open Session 20. E.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Valde Guerra **Submitted By:** Rosie Luna, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jose L. Esparza

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/03/2012 03:06 PM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Rosie Luna Started On: 07/03/2012 02:45 PM

Final Approval Date: 07/06/2012

AI-33128 **Open Session 20. F.**

CC REGULAR

Meeting Date: 07/10/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:12-mc-00238; Edward Avila v. Hidalgo County, Texas

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/05/2012 01:15 PM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Monica Badillo Started On: 07/05/2012 12:21 PM

Final Approval Date: 07/06/2012

AI-33130 **Open Session 20. G.**

CC REGULAR

Meeting Date: 07/10/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-12-1985-D; Beatriz G. Nino v. County of Hidalgo and Hidalgo County Headstart

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/05/2012 02:14 PM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Monica Badillo Started On: 07/05/2012 01:29 PM

Final Approval Date: 07/06/2012

AI-33148 **Open Session 20. H.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Valde Guerra **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: EXECUTIVE OFFICE

Information

CAPTION

CL #05-1249-E; Jesus Humberto Hernandez, v. Gabriel Aguilar v. Guadalupe "Lupe" Trevino

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/06/2012 11:34 AM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Angela Garcia Started On: 07/06/2012 11:32 AM

Final Approval Date: 07/06/2012

AI-33146 **Open Session 20. I.**

CC REGULAR

Meeting Date: 07/10/2012

Department Head: Valde Guerra **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: EXECUTIVE OFFICE

Information

CAPTION

C-1903-12; Veronica Falcon v. Wells Fargo Delaware Trust Company NA AS Trustee for Vericrest Opportunity Loan Trust 2010-NPL1

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/06/2012 11:38 AM
Purchasing Department	Angela Garcia	07/06/2012 03:40 PM

Form Started By: Angela Garcia Started On: 07/06/2012 11:15 AM

Final Approval Date: 07/06/2012

From:	Michael Leo
To:	Monica Badillo
Cc:	Jaime Longoria; Roberto Villarreal; Letty Chavez
Subject:	Re: Tax Abatement Guidelines and Criteria
Date:	Monday, July 09, 2012 1:22:06 PM

The legal review approval is the email itself. Do we need something else?

-Michael Leo

From: "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
To: "Michael Leo" <michael.leo@co.hidalgo.tx.us>, "Letty Chavez" <letty.chavez@auditor.co.hidalgo.tx.us>
Cc: "Jaime Longoria" <jaime.longoria@co.hidalgo.tx.us>, "Roberto Villarreal" <roberto.villarreal@co.hidalgo.tx.us>
Sent: Monday, July 9, 2012 1:11:43 PM
Subject: RE: Tax Abatement Guidelines and Criteria

Ok; but I need the legal review approval; what u sent is just their name.

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: Michael Leo [mailto:michael.leo@co.hidalgo.tx.us]
Sent: Monday, July 09, 2012 12:24 PM
To: Letty Chavez; monica.badillo@co.hidalgo.tx.us
Cc: Jaime Longoria; Roberto Villarreal
Subject: Fwd: Tax Abatement Guidelines and Criteria

Hello Letty,

Attached is the updated amendment as approved and provided by legal.

Monica,

If it's still possible, could you please attach as back up this revised version? (the clean unmarked)

Respectfully,

Michael Leo
Economic Development Planner

Office of the Hidalgo County Judge
1615 S. Closner, Ste J
Edinburg, TX 78539
Phone: (956) 318-2600 Ext. 5010
Fax: (956) 318-2699

From: "Debra L. Goetz" <dgr@atlashall.com>
To: "Michael Leo" <michael.leo@co.hidalgo.tx.us>
Cc: "Roberto Villarreal" <roberto.villarreal@co.hidalgo.tx.us>
Sent: Monday, July 9, 2012 11:11:21 AM
Subject: RE: Tax Abatement Guidelines and Criteria

Michael,

Yes, that is a typo. It is corrected in the attached (a copy marked to show the changes from the prior version is also attached). Please let me know if there are any other changes.

Thanks,

Debra L. Goetz
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725
Direct Dial Number (956) 632-8242
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address dgr@atlashall.com

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From: Michael Leo [mailto:michael.leo@co.hidalgo.tx.us]
Sent: Monday, July 09, 2012 10:55 AM
To: Debra L. Goetz
Cc: Roberto Villarreal
Subject: Re: Tax Abatement Guidelines and Criteria
Importance: High

Hello Debra,

The following was brought to our attention: As to Section 12 (a) (i) of the proposed amendment:

> (i) during the twelve months immediately preceding the submission of the tax abatement **applicant**, the Applicant submitted an application for a tax abatement to the County (the "Prior Application");

Should the word "applicant" read "application?

Regards,

Michael Leo
Economic Development Planner
Office of the Hidalgo County Judge
1615 S. Closner, Ste J
Edinburg, TX 78539
Phone: (956) 318-2600 Ext. 5010
Fax: (956) 318-2699

From: "Debra L. Goetz" <dgr@atlashall.com>
To: "Michael Leo" <michael.leo@co.hidalgo.tx.us>
Cc: "Roberto Villarreal" <roberto.villarreal@co.hidalgo.tx.us>, "Yolanda Chapa" <yolanda.chapa@co.hidalgo.tx.us>, scrain@atlashall.com
Sent: Monday, July 2, 2012 6:55:14 PM
Subject: Tax Abatement Guidelines and Criteria

Michael,

The draft amendment is attached for your review. Please let me know if you have any questions or comments.

Debra L. Goetz
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725

Direct Dial Number (956) 632-8242
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again and confirm.